

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 – September 1, 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 Robertson.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Special Recognition.

Recommendation: That the Board take the following action:

- A. Recognize the Safe Routes to School Committee for their sustained efforts to improve the health, safety and well-being of children by enabling and encouraging children and their parents to walk and bicycle to school.

The Safe Routes to School Committee (SRTS), in conjunction with the Transportation Planning Organization (TPO), Escambia County Community Redevelopment Agency, City of Pensacola Community Redevelopment Agency, and the State of Florida Health Department examine conditions surrounding area schools and then conduct projects and activities to improve safety and accessibility while reducing traffic and air pollution in the vicinity of those schools. These projects help make walking and bicycling to school safer while creating appealing transportation choices, thus encouraging students to adopt healthy and active lifestyles from an early age.

- B. Recognize with Certificates of Appreciation, Mr. Frank Brandenburg, Lead Fleet Technician, Public Works, Roads Fleet Division, and Mr. Bobby Nigh, Jr., Equipment Operator IV, Public Works, Roads Division, for volunteering their time and resources, in coordination with the Alabama Association of Volunteer Fire Departments, to communities devastated by the horrific storms and tornados that struck the Sate of Alabama.

7. Proclamations.

Recommendation: That the Board adopt the Proclamation extending a warm welcome to the Most Worshipful Grand Master Jim J. Harris, Grand Master of Free and Accepted Masons of the State of Florida, upon the occasion of his visit to Escambia County, Florida.

8. Retirement Proclamations.

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

A. The Proclamation commending and congratulating Diann Askew, Custodial Supervisor, Public Works Department, on her retirement after 35 years of service; and

B. The Proclamation commending and congratulating Francis Powell, Public Works Department, on his retirement after 37 years of service.

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

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

10. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating the Windsong Subdivision Street Lighting MSBU.

Recommendation: That the Board, at the 5:31 p.m. Public Hearing, adopt, and authorize the Chairman to sign, the Ordinance creating the Windsong Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

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

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

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

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

11. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance amending various Sections of Chapter 10, Article I, of the Escambia County Code of Ordinances, relating to the regulations and control of animals in Escambia County.

Recommendation: That the Board, at the 5:32 p.m. Public Hearing, adopt an Ordinance amending Chapter 10, Article I, Sections 10-3, 10-5, 10-7, 10-11, 10-12, 10-16, 10-23, and 10-24, of the Escambia County Code of Ordinances, relating to the regulation and control of animals in Escambia County.

12. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent

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

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

A. Payroll Expenditure for Pay Date August 19, 2011, in the amount of \$2,053,472.17; and

B. The following two Disbursement of Funds:

(1) August 11, 2011, to August 17, 2011, in the amount of \$1,995,088.91; and

(2) August 18, 2011, to August 24, 2011, in the amount of \$4,009,563.74.

2. Recommendation Concerning Write-Off of Accounts Receivable

That the Board adopt the Resolution authorizing the write-off of \$1,454,428.06 in receivables that have been recorded in the Emergency Medical Services (EMS) Fund of the County and have been determined to be uncollectible bad debts.

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

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

A. Approve the Minutes of the Regular Board Meeting held August 18, 2011;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held August 18, 2011; and

C. Accept, for filling with the Board's Minutes, the Report of the Committee of the Whole Workshop held August 11, 2011.

GROWTH MANAGEMENT REPORT

I. Public Hearings

1. Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on July 11, 2011 and August 8, 2011

That the Board take the following action concerning the Rezoning Cases heard by the Planning Board on July 11, 2011 and August 8, 2011:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2011-13, Z-2011-14, and Z-2011-15, 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-2011-13**
- Location: 9015 Fowler Ave
- Property Reference No.: 10-1S-30-1101-124-002
- Property Size: .96 (+/-) acres
- From: R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)
- To: C-2, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre)
- FLU Category: MU-U, Mixed - Use Urban
- Commissioner District: 5
- Requested by: Wiley C. "Buddy" Page, Agent for Charles Holt, Owner
- Planning Board Recommendation: Denial
- Speakers: Wiley C. "Buddy" Page, Agent
Charles Holt, Owner
Clifton Arnold
Gwen Butler

- 2. Case No.: Z-2011-14**
- Location: 1991 W Detroit Blvd
- Property Reference No.: 13-1S-31-1100-001-004
- Property Size: 8.69 (+/-) acres

From: R-2, Single-Family District (cumulative),
Low-Medium Density, (7 du/acre); R-3, One-Family
and Two-Family District, (cumulative) Medium
Density, (10 du/acre).

To: R-6, Neighborhood Commercial and Residential
District, (cumulative) High Density, (25 du/acre).

FLU Category: MU-U, Mixed - Use Urban
Commissioner 5
District:

Requested by: Nicole G. Zubon, Owner
Planning Board Denial of R-6; Recommend Approval of R-5
Recommendation:

Speakers: Nicole Zubon, Owner
Jean McPhee
Randy Paun
Barnette Sureson
Oscar Pittmon

3. Case No.:

Z-2011-15

Location: 2240 W Detroit Blvd
Property Reference No.: 12-1S-31-3102-001-003
Property Size: 3.08 (+/-) acres
From: C-1, Retail Commercial District (cumulative) (25
du/acre)
To: C-2, General Commercial and Light Manufacturing
District, (cumulative) (25 du/acre)
FLU Category: C, Commercial
Commissioner 5
District:

Requested by: Harold Pridgen, Owner
Planning Board Denial
Recommendation:

Speakers: Harold Pridgen, Owner
Liza Kiesling
Jim Kiesling
Kenneth Brantley
Elizabeth Johnson
Elaine Chilson

2. 5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the Rezoning Cases heard by the Planning Board on July 11, 2011, and August 8, 2011 and approved during the previous agenda item; and to provide for severability, inclusion in the Code, and an effective date.

3. 5:46 p.m. A Public Hearing Concerning the review of an LDC Ordinance Article 6 "Uses and Parking of Recreational Vehicles"

That the Board review and adopt an Ordinance to the Land Development Code (LDC) amending Article 6 "General Provisions", Section 6.04.04 to redefine "uses and parking of recreational vehicles."

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

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

Thursday September 15, 2011

A. 5:45 p.m. - A Public Hearing - LDC Ordinance - Article 6, "Firearm Regulation"; and

B. 5:46 p.m. - A Public Hearing concerning the review and approval of the proposed Detailed Specific Area Plan.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Request for Disposition of Property for the Road Prison Division - Gordon C. Pike, Corrections Department Director

That the Board approve two Request for Disposition of Property Forms for the Road Prison Division 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.

2. Recommendation Concerning the Impoundment and Disposition of Livestock Running at Large or Straying - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Interlocal Agreement between the Escambia County Sheriff's Office, the Clerk of the Circuit Court and Comptroller for Escambia County, Florida, and Escambia County, Florida, relating to the impoundment and disposition of livestock running at large:

A. Approve the Interlocal Agreement; and

B. Authorize the Chairman to sign the Agreement.

3. Recommendation Concerning the Conveyance of Utility Easements to Emerald Coast Utilities Authority (ECUA) - Joy D. Blackmon, P.E., Director Public Works Department

That the Board take the following action concerning the conveyance of Utility Easements of varying widths on County-owned property, located between Patton Drive and U.S. Highway 98 (Jones Creek Area), to Emerald Coast Utilities Authority (ECUA):

A. Approve granting Utility Easements of varying widths on County-owned property, located between Patton Drive and U.S. Highway 98 (Jones Creek Area), to ECUA; and

B. Authorize the Chairman to sign, subject to Legal review and sign-off, the necessary documents granting Utility Easements to ECUA.

Escambia County owns property located between Patton Drive and U.S. Highway 98 (Jones Creek Area). ECUA has existing easements and a lift station located in this area. ECUA plans to upgrade the lift station and lines and requests that the County grant additional Utility Easements in order to accommodate the replacement of the deteriorating pipe, wet well and valve box at the Patton Drive lift station. The scope of this work will include installing polyethylene pipe, a PVC force main, a new wet-well, pumps, and valve box. This project also includes a directional bore under Jones Creek. Public Works staff and Community & Environment Department staff reviewed this request and have determined that the conveyance of these easements will not adversely affect the County or the public's use of the property.

4. Recommendation Concerning Request for Disposition of Property for the Development Services Department - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve four Request for Disposition of Property Forms for the Development Services Department, Building Inspections Division and Planning & Zoning Division, for property which is no longer in service with the reasons for disposition stated on each; the items are to be disposed of as indicated on the Forms.

5. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 2011 DeLuna Fest at Pensacola Beach - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve the Application for a Special Event Permit for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance in conjunction with the outdoor event, DeLuna Fest, sponsored by Five Flags Tourism Group, to be held on Pensacola Beach, on the following dates and times:

Friday, October 14, 2011, 7:00 a.m., to 12:30 a.m., Saturday, October 15, 2011
Saturday, October 15, 2011, 7:00 a.m., to 12:30 a.m., Sunday, October 16, 2011
Sunday, October 16, 2011, from 7:00 a.m., to 11:30 p.m.

6. Recommendation Concerning Escambia County Transit Development Plan Major Update - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning the Escambia County Transit Development Plan Major Update:

A. Approve the submission of the Escambia County Transit Development Plan Major Update Draft Report to the Florida Department of Transportation (FDOT), establishing strategic goals and initiatives to be used as a guide in the future development of transit service levels and ensuring that these programs remain eligible for State Transit Block Grants and other available State and Federal transit funding; and

B. Adopt the Escambia County Transit Development Plan Major Update, finalized after FDOT review and approval, without further action of the Board.

[A COPY OF THE ESCAMBIA COUNTY TRANSIT DEVELOPMENT PLAN MAJOR UPDATE DRAFT REPORT IS AVAILABLE FOR REVIEW IN THE CLERK'S OFFICE AND AT WWW.GOECAT.COM]

7. Recommendation Concerning the Recording of a Hold Harmless Agreement - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board take the following action concerning the Hold Harmless Agreement for the Escambia River Muzzle Loaders, Inc.:

A. Accept the Hold Harmless Agreement releasing the County from all claims, damages and expenses for any loss directly or indirectly caused by surface or storm waters standing or flowing or which have stood or flowed over, across or through the property, as required by the Special Project Condition contained in the Development Order; and

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

8. Recommendation Concerning Request for Disposition of Surplus Property for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board approve the Request for Disposition of Property Form for the Supervisor of Elections Office, for property to be auctioned as surplus or properly disposed of, which is listed on the Disposition Forms with agency and reason stated.

9. Recommendation Concerning Appointment to the Tourist Development Council - Charles R. "Randy" Oliver, County Administrator

That the Board approve appointing Gregory Jones to the Tourist Development Council as an "Interested in Tourism" appointee, effective September 1, 2011, through November 30, 2014, to fill the unexpired term of Nancy Halford, who resigned.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #278 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #278, General Fund (001) in the amount of \$16,918, to recognize off-duty officer employment expense reimbursements, and to appropriate these funds back into the Sheriff's Budget for law enforcement activities in Escambia County.

2. Recommendation Concerning Supplemental Budget Amendment #281 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #281, Internal Service Fund (501) in the amount of \$350,000, to recognize an increase in the Fuel Revenue Budget, and to appropriate these funds for fuel usage for County vehicles, due to the increased fuel costs for Fiscal Year 2010-2011.

3. Recommendation Concerning the Main Jail Kitchen Air Handling Units (AHU's) Replacement - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract, PD 10-11.068, "Main Jail Kitchen AHU's Replacement" for the Base Bid and Alternate Item 1, only to The Wright Co., for a total amount of \$134,250.

[Funding: Fund 001, General Fund, Cost Center 210606, Object Code 56401]

4. Recommendation Concerning Acquisition of Property Located at 540 Gulf Beach Highway - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action regarding the acquisition of real property for Public Work's Bayou Grande Master Drainage Plan [Improvement E2], as well as a major drainage way for a 150-acre basin including several County roads:

A. Authorize the purchase of real property located at 540 Gulf Beach Highway, Account Number 08-1763-000, Reference Number 50-2S-30-6062-010-001; and

B. Approve the Tax Deed purchase price of \$1,663.59 for the 540 Gulf Beach Highway property.

[Property will be purchased with resources from Fund 181, Master Drainage Basin VIII, Account 210726, Object Code 56101]

5. Recommendation Concerning Conveyance of Real Property Located at 2618 North Guillemard Street to Pensacola Habitat for Humanity, Inc., - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the conveyance of real property to Pensacola Habitat for Humanity, Inc., a not-for-profit corporation using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

A. Adopt the Resolution authorizing the conveyance of real property located at 2618 North Guillemard Street, Account Number 13-2377-000, Reference Number 00-0S-00-9010-040-151, to Pensacola Habitat for Humanity, Inc.;

B. Approve the sale price of \$35,000 for the 2618 North Guillemard Street property;

C. Acknowledge that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;

D. Allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and

E. Authorize the Chairman to execute the Resolution and all documents related to the sale.

6. Recommendation Concerning a Resolution to Cancel Taxes on Properties Owned by Escambia County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning a Resolution to cancel taxes on properties located in the Block of 1200 West Scott Street, Account Number 06-2325-000, Reference Number 17-2S-30-5008-000-001 and in the Block of 1600 West Scott Street, Account Number 06-1941-000, Reference Number 17-2S-30-1500-006-004, recently acquired by the County:

A. Adopt the Resolution to cancel taxes from 2007 thru 2010 on both properties; total tax amount for parcel located in Block of 1200 West Scott Street is \$676.69 and for parcel located in Block of 1600 West Scott Street is \$535.15. These properties are scheduled to be used for Public Work's West Scott Street Sidewalk Project [Project Number 11EN1263]; and

B. Authorize the Chairman to execute the Resolution without further action of the Board.

7. Recommendation Concerning Amendment #1 to Interlocal Agreement for CDBG Disaster Grant (2008 Storms) with Emerald Coast Utilities Authority - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning supplemental State of Florida, Department of Community Affairs (DCA), Community Development Block Grant (CDBG), Disaster Recovery Enhancement Funds (DREF) Grant funding for the Lakewood Sanitary Sewer Improvements Project:

A. Approve Amendment #1 to the Interlocal Agreement for CDBG Disaster Grant (2008 Storms) with Emerald Coast Utilities Authority (ECUA) to incorporate DREF funding of \$492,506, (increasing the total Grant funding from \$3,200,000 to \$3,692,506), for the ongoing construction of sanitary sewer improvements in the Lakewood Subdivision located within the Barrancas Community Redevelopment Area; and

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

[Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436 and Fund 124/Affordable Housing, Cost Center 220442]

8. Recommendation Concerning an Application for Certificate of Need and Notification of "DBA" Name Change for Progressive Environmental Services, Inc., - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning an Application for Certificate of Need and Notification of "DBA" name change for Progressive Environmental Services, Inc., formerly operating as Eagle-SWS, and now operating as SWS Environmental Services:

A. Approve the Application for Certificate of Need permitting Progressive Environmental Services, Inc., to operate in Escambia County d/b/a SWS Environmental Services; and

B. Authorize the Chairman to sign the Certificate.

[Fund 401, Solid Waste, Account No. 343402]

9. Recommendation Concerning the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste:

A. Approve the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste; and

B. Authorize the Chairman to sign the Agreement with current commercial solid waste haulers who wish to collect commercial solid waste in the unincorporated areas of Escambia County, including Santa Rosa Island, in accordance with the terms of this Agreement.

[Fund 103, Account 323701 (Franchise Fees – Commercial Garbage)]

10. Recommendation Concerning Authorization of Payment to Panhandle Grading and Paving, Inc., for Adjustments for Bituminous Materials (Asphalt) for the Federal American Recovery and Reinvestment Act of 2009 (ARRA) Stimulus Projects - Joy D. Blackmon, P.E., Director, Public Works Department

That the Board take the following action concerning payment adjustments for bituminous materials (asphalt) for the Federal ARRA Stimulus Projects:

A. Authorize payment to Panhandle Grading and Paving, Inc., in the amount of \$201,333.44, for payment adjustments for bituminous materials (asphalt) for the following Federal ARRA Stimulus Projects:

1. ARRA 533 "W" Street Resurfacing (Fairfield Drive to US 29)
2. ARRA 531 CR95A South Resurfacing (Memory Lane to Nine Mile Road)
3. ARRA 530 CR95A North Resurfacing (Nine Mile Road to East Roberts Road)
4. ARRA 532 Copter Road (Nine Mile Road to Ellyson Industrial Park)
5. ARRA 535 Johnson Avenue (Gatewood Drive to Olive Road)
6. ARRA 534 Dogtrack Road North (Blue Angel Parkway to US 98)
7. ARRA 529 Dogtrack Road (Gulf Beach Highway to Blue Angel Parkway)
8. ARRA 536 Beulah Road (Nine Mile Road to Isaacs Lane); and

B. Approve the reallocation of funds, totaling \$201,333.44, from Fiscal Year 2010/2011 Capital Improvement Program from Fairground Road Dirt Road Paving Project #11EN1095 (District 5), to the Resurfacing Project, Project #08EN0208, to fund this payment.

Bituminous materials adjustment clauses are standard parts of Florida Department of Transportation (FDOT) and Escambia County projects that involve asphalt installation. Upon completion of the above referenced projects, it was discovered that the bituminous materials adjustment clause was omitted from each of these Contracts.

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107/56301]

11. Recommendation Concerning the Purchase of Real Property, Located at 680 North Navy Boulevard, from WOS Properties, LLC - Joy D. Blackmon, P. E., Director, Public Works Department

That the Board take the following action concerning the purchase of a parcel of real property (approximately 0.34 acres) located at 680 North Navy Boulevard from WOS Properties, LLC:

A. Authorize the purchase of a parcel of real property (approximately 0.34 acres) from WOS Properties, LLC, for the appraised value of \$45,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase; and

B. Authorize the County Attorney to prepare and the Chairman or Vice Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the purchase without further action of the Board.

Meeting in regular session on June 4, 2009, the Board approved the Recommendation, as requested by Neighborhood and Environmental Services Division (NESD), now Community & Environment Department, which was also presented to the Committee of the Whole on May 14, 2009, authorizing staff to initiate the acquisition process for the donation or purchase of easements and property for the Jones Creek East Stream Restoration Project. One of the properties required for this project, approximately 0.34 acres, is located at 680 North Navy Boulevard, and is owned by WOS Properties, LLC. The property is vacant with the exception of an outdoor overhead billboard sign.

Staff had an appraisal performed by Brantley & Associates, dated August 17, 2009, which placed a value of \$45,000 on the property. The property owners indicated to staff that they are amendable to this appraised value, but insist on retaining a perpetual sign Easement over the parcel. Community & Environment Department staff has indicated that the retainment of the requested sign Easement would not adversely affect their use of the property.

On October 7, 2010, the Board authorized staff to prepare a Contract for Sale and Purchase, which includes an offer to purchase the property for the appraised value of \$45,000 and allows the current property owners to retain a perpetual sign Easement over the property. The current property owners have agreed to the terms and conditions contained in the Contract for Sale and Purchase, and Staff is requesting Board authorization to proceed with this acquisition.

[Funding Source: Fund 110, (Other Grants and Projects) / Cost Center 221007, (FCT Jones Swamp Wetland)]

12. Recommendation Concerning the Conveyance of an Overhead Distribution Easement for Electric Service to Gulf Power Company - Joy D. Blackmon, P.E., Director, Public Works Department

That the Board take the following action concerning the conveyance of an Overhead Distribution Easement for Electric Service to Gulf Power Company, on County-owned property located on Rockey Branch Road for the Escambia River Muzzle Loaders shooting range site:

A. Approve granting an Overhead Distribution Easement for Electric Service to Gulf Power Company, on County-owned property located on Rockey Branch Road for the Escambia River Muzzle Loaders shooting range site; and

B. Authorize the Chairman to sign the Easement document and any other documents, subject to Legal review and sign-off, associated with the granting of the Overhead Distribution Easement to Gulf Power Company.

Escambia County owns property located on Rockey Branch Road, which is under lease to Escambia River Muzzle Loaders, Inc., for use as a shooting range. Escambia River Muzzle Loaders, Inc., plans to improve and upgrade the shooting range. To provide electrical service from Rockey Branch Road into the shooting range site, Gulf Power is requesting the conveyance of an Overhead Distribution Easement. Board approval is required for the conveyance of this Easement. Engineering staff reviewed Gulf Power's request for said Easement and has no objections.

[Funding Source: Funds for incidental expenditures associated with the recording of documents are accessed by the Escambia County Clerk's Office from an Engineering Escrow Account]

13. Recommendation Concerning Purchase Order for the Okaloosa County IT Fund - Robin Wright, Court Administrator

That the Board approve the issuance of a Purchase Order, in the amount of \$54,647, to Courtsmart Digital Systems to be paid from Fund 115, Article V Fund, Cost Center 410516 (Okaloosa County CA IT), Account 55201 and 56401. The funds will be used to purchase digital recording equipment for the Okaloosa County Courthouse.

14. Recommendation Concerning Request from the Town of Century for Additional Environmental Enforcement Services - Gordon C. Pike, Corrections Department Director

That the Board take the following action regarding an amended Interlocal Agreement with the Town of Century:

A. Approve an amended Interlocal Agreement between Escambia County, Florida, and the Town of Century, Florida, for the provision of Code Enforcement services in connection with the abatement of neighborhood nuisances within the corporate limits of the Town of Century; and

B. Authorize the Chairman to sign the amended Interlocal Agreement.

[Funding for all related zoning cases will be provided by the Town of Century. All other costs associated with Environmental Enforcement services will continue to be provided from Cost Center 220488, Community Development Block Grant]

III. For Discussion

1. Recommendation Concerning Escambia County Health Facilities Authority Appointment/Reappointments - Charles R. "Randy" Oliver, County Administrator

That the Board take the following action concerning appointment/reappointments to the Escambia County Health Facilities Authority:

A. Approve appointing/reappointing two of the following nominees for a four-year term, effective August 22, 2011, through, August 21, 2015:

1. Eugene Franklin
2. Janice Gilley
3. Arthur J. Hall, Jr.; and

B. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures as applicable.

2. Recommendation Concerning Tourist Development Tax Allocations for Minority Marketing Outreach - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the following allocations of funding from the 3-Cents Tourist Development Tax:

1. Fil-Am Association of Pensacola, Inc. - \$10,000
2. Gulf Coast Indian Association - \$60,000
3. Latino Media Gulf Coast, Inc. - \$5,000
4. Truth for Youth, Inc. - \$10,000
5. Banks Enterprises, LLC - \$165,000

[Funding Source: The Tourist Development Tax Fund (108), Cost Center 360101]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Restricting Access to the Gulf of Mexico during DeLuna Fest Concerts

That the Board adopt a Resolution declaring that double red flag conditions will occur on a specific portion of Santa Rosa Island during the DeLuna Fest series of concerts and restricting access to the Gulf of Mexico from 7:00 a.m. on Friday, October 14, 2011, until 5:00 a.m. on Monday, October 17, 2011.

2. Recommendation Concerning Scheduling a Public Hearing Creating the Roadway Safety Ordinance and Amending the Panhandling Ordinance

That the Board authorize the scheduling of a Public Hearing for September 15, 2011, at 5:32 p.m., to consider adopting an Ordinance:

A. Creating The Roadway Safety Ordinance with Sections 86-106 through 86-109; and

B. Amending The Panhandling Ordinance, Sections 86-250 through 86-253.

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



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-1279

Proclamations Item #: 6. A.

BCC Regular Meeting

Meeting Date: 09/01/2011

Issue: Safe Routes to School Committee

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recognize the Safe Routes to School Committee for their sustained efforts to improve the health, safety and well-being of children by enabling and encouraging children and their parents to walk and bicycle to school.

The Safe Routes to School Committee (SRTS), in conjunction with the Transportation Planning Organization (TPO), Escambia County Community Redevelopment Agency, City of Pensacola Community Redevelopment Agency, and the State of Florida Health Department examine conditions surrounding area schools and then conduct projects and activities to improve safety and accessibility while reducing traffic and air pollution in the vicinity of those schools. These projects help make walking and bicycling to school safer while creating appealing transportation choices, thus encouraging students to adopt healthy and active lifestyles from an early age.

BACKGROUND:

The Safe Routes to School Committee (SRTS), in conjunction with the Transportation Planning Organization (TPO), Escambia County Community Redevelopment Agency, City of Pensacola Community Redevelopment Agency, and the State of Florida Health Department examine conditions surrounding area schools and then conduct projects and activities to improve safety and accessibility while reducing traffic and air pollution in the vicinity of those schools. These projects help make walking and bicycling to school safer while creating appealing transportation choices; thus encouraging students to adopt healthy and active lifestyles from an early age.

The SRTS Committee recently completed its first Neighborhood Improvement Plan, designed for Lincoln Park Subdivision, to improve safety in that area. This neighborhood plan includes street lighting installation, traffic calming and sidewalk construction. The SRTS Committee was also recently awarded a \$400,000 grant to construct sidewalks in the Bellview area.

Whereas Escambia County presently allocates \$1,000,000/year (\$200,000 per district) for the construction of sidewalks, becoming Board-recognized would assist the SRTS Committee in the promotion of the goals of this program, including a "Safe Routes to School Environment" throughout Escambia County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1327

Proclamations Item #: 6. B.

BCC Regular Meeting

Meeting Date: 09/01/2011

Issue: Certificates of Appreciation

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recognize with Certificates of Appreciation, Mr. Frank Brandenburg, Lead Fleet Technician, Public Works, Roads Fleet Division, and Mr. Bobby Nigh, Jr., Equipment Operator IV, Public Works, Roads Division, for volunteering their time and resources, in coordination with the Alabama Association of Volunteer Fire Departments, to communities devastated by the horrific storms and tornados that struck the Sate of Alabama.

BACKGROUND:

A letter dated July 18, 2011, was received from Mr. Chancey D. Wood, III, President of the Alabama Association of Volunteer Fire Departments commending Frank Brandenburg and Bobby Nigh, Jr., for their assistance in helping communities devastated by the storms and tornados that struck the State of Alabama.

Mr. Brandenburg and Mr. Nigh went far above and beyond the call of duty in assisting Alabama Volunteer Fire Departments. The countless hours of work and coordination went beyond the term of excellence. They stepped up by dedicating their personal assets and time, along with coordination of many others within their network of experts, to provide much needed assets.

Mr. Brandenburg and Mr. Nigh were instrumental in coordinating the pick-up and delivery of food, community equipment, and fire service items to the communities devastated by the storms. Mr. Brandenburg donated his personally-owned fire apparatus to Cromwell-Halsell Volunteer Fire Department in Choctaw County. The Cromwell-Halsell Volunteer Fire Department had lost all its assets, the building, two trucks and all of of its fire equipment.

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

Letter of Commendation



Alabama Association of Volunteer Fire Departments

July 18, 2011



Escambia County Florida
Board of County Commissioners
PO Box 1591
Pensacola FL 32501

Re: Commendations for Mr. Frank Brandenburg and Mr. Bobby Nigh, Jr.

Sirs:

On April 27 2011, the State of Alabama was stricken by a number of massive storms and tornados. The call for assistance to a number of communities was sent to our neighbors near and far. Through contact with our AAVFD District 8 Director Ray Hogans in South Alabama, Mr. Brandenburg and Mr. Nigh were instrumental in acquiring and delivering a large number of much-needed fire service items, equipment and community support items.

These two individuals went far above and beyond the call of duty in assisting our departments. The countless hours of work and coordination are beyond the term of excellence. With each day, they stepped up by dedicating their personal assets and time, along with the coordination of many others within their network of experts, to provide the much-need assets.

Mr. Brandenburg and Mr. Nigh were instrumental with coordinating the pick-up and delivery of food, community equipment, and fire service items to the communities devastated by the horrific storms that struck our state. Only perseverance and dedication can pull together the events these outstanding individuals coordinated in a matter of hours.

Mr. Brandenburg also donated his personally owned fire apparatus to Cromwell-Halsell Volunteer Fire Department in Choctaw County that lost the entire fire department's assets, including the fire department building, two trucks, and all of their fire equipment. Both of these individuals are to be highly commended for their outstanding efforts and the commitment they have demonstrated for their fellow man. In today's world, good volunteers are a rare commodity, and these two are the exceptional ones that stand out from the crowd.

I again wish to commend these individuals and request they be honored for the truly outstanding efforts they have made during this tragic incident. These are the type of individuals that we can all be proud to have as employees and volunteers. Escambia County Florida is very blessed to have individuals with the integrity and commitment that these highly-respectable men demonstrated on your behalf. They have absolutely represented you and Escambia County Florida in an outstanding manner.

Respectfully submitted,

Chauncey D. Wood III
President

RECEIVED

JUL 28 2011

BCC-District 5



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1307

Proclamations Item #: 7.

BCC Regular Meeting

Meeting Date: 09/01/2011

Issue: Adoption of Proclamation

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the Proclamation extending a warm welcome to the Most Worshipful Grand Master Jim J. Harris, Grand Master of Free and Accepted Masons of the State of Florida, upon the occasion of his visit to Escambia County, Florida.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamation

PROCLAMATION

WHEREAS, Most Worshipful Grand Master Jim J. Harris has been elected the Grand Master of Free and Accepted Masons of the State of Florida; and

WHEREAS, Most Worshipful Grand Master Harris started his Masonic career at Fellsmere Lodge Number 232 in Sebastian, Florida, and has been appointed to serve on numerous committees and has been elected to numerous posts; and

WHEREAS, Most Worshipful Grand Master Harris is a member of the Scottish Rite Valley of Orlando, and is a member of several other clubs in South Florida; and

WHEREAS, Most Worshipful Grand Master Harris has served as District, Zone, and State Chairman of various Grand Lodge Committees since 1993; and

WHEREAS, Most Worshipful Grand Master Harris is a general contractor and holds a Florida Real Estate Broker's License.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, extends a warm welcome to Most Worshipful Grand Master Jim J. Harris, Grand Master of Free and Accepted Masons of the State of Florida, upon the occasion of his visit to Escambia County, Florida.

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

*Kevin W. White, Chairman
District Five*

*Wilson B. Robertson, Vice Chairman
District One*

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

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

Deputy Clerk

Adopted: September 1, 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1302

Proclamations Item #: 8.

BCC Regular Meeting

Meeting Date: 09/01/2011

Issue: Adoption of Retirement Proclamations

From: Jenny Echols

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

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

A. The Proclamation commending and congratulating Diann Askew, Custodial Supervisor, Public Works Department, on her retirement after 35 years of service; and

B. The Proclamation commending and congratulating Francis Powell, Public Works Department, on his retirement after 37 years of service.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Retirement Proclamations 090111

PROCLAMATION

WHEREAS, Diann Askew worked as a County employee very faithfully for 35 years, retiring as a Custodial Supervisor with the Public Works Department, Facilities Management Branch.

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

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

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

Kevin W. White, Chairman, District Five

Wilson B. Robertson, Vice Chairman, District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

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

Deputy Clerk

Adopted: September 1, 2011

PROCLAMATION

WHEREAS, Francis E. Powell worked as a County employee very faithfully for 37 years, retiring as a Road Construction Specialist with the Public Works Department, Roads Division.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Francis E. Powell for 37 years of faithful and dedicated service as a County employee.

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

Kevin W. White, Chairman, District Five

Wilson B. Robertson, Vice Chairman, District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

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

Deputy Clerk

Adopted: September 1, 2011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1246

Public Hearings Item #: 10.

BCC Regular Meeting

Meeting Date: 09/01/2011

Issue: 5:31 p.m. Public Hearing to establish the Windsong Subdivision Street Lighting MSBU Ordinance

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

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

Recommendation: That the Board, at the 5:31 p.m. Public Hearing, adopt, and authorize the Chairman to sign, the Ordinance creating the Windsong Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

- A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots and the ability of lot owners to use their individual lots after dark;
- B. The benefit from improved street lighting varies according to the relative size of the affected lots; residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;
- C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and
- D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment.

BACKGROUND:

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

Petitions for creating a street lighting MSBU district were circulated in the subdivision. There are an estimated 54 properties in the district, and 63% of the property owners signed the petition in favor of creating the Street Lighting MSBU. This meets the 55% requirement specified in the

MSBU Guidelines and Procedures. The estimated cost per residential lot will be \$174.36 for the first assessment (which covers 24 months) and \$83.03 in subsequent years.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

This ordinance has been reviewed by Kristin Hual, Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must adopt all ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Windsong Ordinance

ORDINANCE 2011-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING THE WINDSONG SUBDIVISION STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE OFFICIAL RECORDS OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a municipal service benefit unit, and the proposed Windsong Subdivision Street Lighting Municipal Service Benefit Unit has met the criteria established by the Board of County Commissioners for a municipal service benefit unit; and

WHEREAS, by Resolution **R2010-215**, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

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

WHEREAS, there are an estimated 54 properties in this proposed district and the property owners in the Windsong Subdivision have submitted a petition to the Board of County Commissioners which contains 34 signatures or 63% of the total of such owners; and

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

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

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

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

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

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

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

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

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

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

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

E. *District* shall mean that geographical area of the Windsong Subdivision Street Lighting Municipal Service Benefit Unit described hereafter.

The Windsong Subdivision Street Lighting District shall include the following:

A Portion of Section 36, Township 1 North, Range 31 West, Escambia County, Florida, June 2006 as classified by the Property Appraiser's records in Plat Book 18, Page 41, all properties, excluding: Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones and further described in Exhibit A attached hereto and incorporated herein.

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

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

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

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

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

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

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

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

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

B. To provide for or contract for the installation of street lighting and related Improvements within the District.

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

D. To fairly and reasonably apportion the Cost of street lighting among all specially benefited Lots.

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

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

G. To otherwise act or satisfy its duties and responsibilities under this ordinance.

Section 6. LEGISLATIVE FINDINGS.

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

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

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and does not represent a fair share of

the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.

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

Section 7. SPECIAL ASSESSMENT PROCEDURES.

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

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

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

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

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

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

E. All special assessments as provided herein shall be assessed and collected by the uniform method adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes, as amended. All special assessments provided herein shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this ordinance, until said assessments are paid.

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

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

Section 8. APPEAL PROCESS.

A. Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed. The County Administrator or designee shall review the request and determine within ten (10) business days whether an error in assessment of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board for preparation of the non-ad valorem special assessment roll. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due and owing as a result of the identification error, with notice to the Board of County Commissioners.

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

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

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

Section 9. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

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

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

DONE AND ENACTED this ____ day of _____ 2011.

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

By: _____
Kevin W. White, Chairman

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

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

This document approved as to form and legal sufficiency

By: _____
Title: _____
Date: 7/26/11

EXHIBIT A

LEGAL DESCRIPTION

COMMENCING AT THE SOUTHEAST CORNER OF SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 0°14'02" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 FOR A DISTANCE OF 1266.44 FEET; THENCE NORTH 89°48'47" WEST FOR A DISTANCE OF 45.82 FEET TO THE WEST R/W LINE OF COUNTY ROAD 97 (100' R/W) FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°48'47" WEST FOR A DISTANCE OF 250.00 FEET; THENCE SOUTH 00°13'13" WEST FOR A DISTANCE OF 290.00 FEET; THENCE NORTH 89°04'56" WEST FOR A DISTANCE OF 319.33 FEET; THENCE SOUTH 00°13'08" WEST FOR A DISTANCE OF 8.48 FEET; THENCE NORTH 89°48'47" WEST FOR A DISTANCE OF 400.00 FEET; THENCE NORTH 00°03'20" EAST FOR A DISTANCE OF 605.16 FEET; THENCE NORTH 88°47'16" WEST FOR A DISTANCE OF 34.93 FEET; THENCE NORTH 00°08'04" EAST FOR A DISTANCE OF 153.06 FEET; THENCE NORTH 87°44'12" WEST FOR A DISTANCE OF 284.07 FEET; THENCE NORTH 00°22'11" EAST FOR A DISTANCE OF 888.10 FEET; THENCE NORTH 88°14'42" EAST FOR A DISTANCE OF 426.07 FEET; THENCE SOUTH 00°49'57" WEST FOR A DISTANCE OF 630.08 FEET; THENCE SOUTH 88°55'20" EAST FOR A DISTANCE OF 884.08 FEET TO THE WEST R/W LINE OF COUNTY ROAD 97 (100' R/W); SAID POINT BEING ON A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 1860.08 FEET (DELTA = 4°29'41", CHORD BEARING = S SOUTH 02°01'29" EAST, CHORD DISTANCE = 145.86'); THENCE GO ALONG SAID CURVE AND SAID WEST R/W LINE FOR AN ARC DISTANCE OF 145.92 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 00°13'13" WEST ALONG THE WEST R/W LINE OF STATE ROAD 97 FOR A DISTANCE OF 510.08 TO THE POINT OF BEGINNING, CONTAINING 280.04 ACRES, MORE OR LESS.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-1296

Public Hearings Item #: 11.

BCC Regular Meeting

Meeting Date: 09/01/2011

Issue: 5:32 p.m. Public Hearing-Ordinance Amending Various Sections of Chapter 10, Article I Relating to the Regulation and Control of Animals

From: Gordon Pike

Organization: Corrections

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting an Ordinance amending various Sections of Chapter 10, Article I, of the Escambia County Code of Ordinances, relating to the regulations and control of animals in Escambia County.

Recommendation: That the Board, at the 5:32 p.m. Public Hearing, adopt an Ordinance amending Chapter 10, Article I, Sections 10-3, 10-5, 10-7, 10-11, 10-12, 10-16, 10-23, and 10-24, of the Escambia County Code of Ordinances, relating to the regulation and control of animals in Escambia County.

BACKGROUND:

The Office of the Community Correction is requesting that the Board authorize scheduling a public hearing to consider amending multiple provisions of the Animal Control Ordinance necessitated, in part, to conform with state laws governing dangerous dogs. Other proposed amendments were upon recommendation from the Animal Services Advisory Committee (ASAC) and staff to promote animal safety, regulation and control in the County. ASAC has reviewed the proposed amendments. As proposed, definitions found in Section 10-3 will be amended to define additional terms and include a revised definition of dangerous and vicious animal to conform with state law. Section 10-5, relating to the authority of impounding officers, will be expanded as to the impoundment of unlicensed animals. Section 10-7 will be amended to revise the relevant grounds for issuance of citations. Prohibited animal nuisances as set forth in Section 10-11, will be modified to provide greater specificity as to alleged nuisances, including noise violations. Section 10-12 will be revised to clarify the requirements of direct control over animals. Restrictions relating to tethering, as provided in Section 10-16, will be modified. Section 10-23 providing penalties related to dangerous or vicious animals will be amended to conform with state law. Finally, requirements relating to formal complaints for violations set forth in Section 10-24 will be revised to require only one complaint to initiate an investigation, unless relating to alleged noise violations.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Ordinance was reviewed by Kristin D. Hual with the County Attorney's Office for form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Community Correction/Animal Control. The original will be filed with the Department of State.

Attachments

Animal Control Ordinance

ORDINANCE NUMBER 2011-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 10, ARTICLE I, SECTIONS 10-3, 10-5, 10-7, 10-11, 10-12, 10-16, 10-23 AND 10-24 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO ANIMAL CONTROL; AMENDING SECTION 10-3 DEFINITIONS; AMENDING SECTION 10-5 TO EXPAND OFFICER AUTHORITY; AMENDING SECTION 10-7 TO REVISE GROUNDS FOR ISSUANCE OF CITATIONS; AMENDING SECTION 10-11 TO MODIFY PROHIBITED ANIMAL NUISANCES; AMENDING SECTION 10-12 TO CLARIFY REQUIREMENTS OF DIRECT CONTROL; AMENDING SECTION 10-16 TO QUALIFY TETHER RESTRICTIONS; AMENDING SECTION 10-23 TO ALTER PENALTIES RELATED TO DANGEROUS OR VICIOUS ANIMALS; AMENDING SECTION 10-24 TO REVISE REQUIREMENTS FOR FORMAL COMPLAINTS; PROVIDING FOR JURISDICTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 125, Florida Statutes, the County is authorized to establish regulations in the interest of the public health, safety and welfare to regulate land use planning and development in the County; and

WHEREAS, the Board of County Commissioners finds that the County's ordinances relating to animal control require amendment to better ensure the health, safety and welfare of the public by providing protection for, regulation and control of animals in the County ; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendments modifying the provisions pertaining to animal control serve an important public purpose.

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

Section 1. That Volume 1, Chapter 10, Article I, Sections 10-3, 10-5, 10-7, 10-11, 10-12, 10-16, 10-23 and 10-24 of the Escambia County Code of Ordinances are hereby amended to read as follows:

Sec. 10-3. Definitions.

The following words, terms and phrases when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandon means to forsake an animal entirely or to neglect or refuse to provide or perform the legal obligations for care and support of an animal by its owner.

Animal means every living dumb creature.

Animal control authority means an entity acting alone or in concert with other local governmental units and authorized by them to enforce the animal control laws of the city, county, or state. In those areas not served by an animal control authority, the sheriff shall carry out the duties of the animal control authority under this chapter.

Animal control officer means any person duly employed or appointed who is authorized to investigate, on public or private property, and to issue citations as provided in this chapter. An animal control officer is not authorized to bear arms or make arrests.

Animal enclosure means any pet store, pet shop, animal shelter, kennel, animal rescue organization facility, sty, barnyard, impoundment area or other area where animals are housed and kept, whether for retail, breeding purposes or as household pets.

Animal Rescue Organization means a humane society or other nonprofit organization that is: dedicated to the protection of animals; duly registered with the Florida Department of State and the Florida Department of Agriculture and Consumer Services; and properly organized as a charitable organization under § 501(c)(3) of the Internal Revenue Code.

Animal shelter means the offices of the animal control officer where an impoundment area for animals is provided.

Barnyard animals means all animals of the equine, bovine or swine class and includes goats, sheep, mules, horses, hogs or cattle and domesticated poultry.

County commissioners means the board of county commissioners of the county.

Cruelty means any omission, or act of neglect, torture or torment that causes unjustifiable pain or suffering of an animal.

~~*Dangerous or vicious animal* means any animal which shall bite or in any manner attack or attempt to attack or kill any person or domestic animal, shall be deemed a dangerous and vicious animal, except that no animal shall be deemed dangerous or vicious if any person or domestic animal is unlawfully upon the owner's or keeper's premises. Any dog that has been used primarily or in part for the purpose of dog fighting, or is a dog trained for dog fighting shall be deemed as a dangerous or vicious animal. that according to the records of the appropriate authority:~~

~~(a) Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property;~~

~~(b) Has more than once severely injured or killed a domestic animal while off the owner's property;~~

~~(c) Has been used primarily or in part for the purpose of dog fighting or is a dog trained for dog fighting; or~~

~~(dc) Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.~~

Direct control means immediate, continuous physical control of an animal at all times such as by means of a fence, leash, cord, or chain of such strength to restrain the same. In the case of specifically trained or hunting animals which immediately respond

to such commands, direct control shall also include aural and/or oral control, if the controlling person is at all times clearly and fully within unobstructed sight and hearing of the animal.

Harbor(ing) means to provide care, shelter, protection, refuge, and/or nourishment to an animal.

Hobby breeder means any person who owns or breeds purebred dogs or pedigreed cats primarily for personal recreational use. Personal recreational use may include participation in recognized conformation shows, hunting, field or obedience trials, racing, specialized hunting, working or water trials, and may include improving the physical soundness, temperament, and conformation of a given breed to standard or for the purpose of guarding or protecting the owner's property.

Impounding officer means the county administrator or his designee.

Livestock means all domestic animals kept for use on a farm or raised for sale and profit.

Livestock officer means the sheriff or his designee.

Owner means any person, firm, corporation or organization possessing, harboring, keeping, or having control or custody of an animal or, if the animal is owned by a person under the age of 18, that person's parent or guardian.

Pet shop means any place or premises at which the primary purpose is the keeping of pet animals, exclusive of those animals regulated and controlled by the state fresh water fish and game commission, for retail or wholesale purchase.

Proper enclosure of a dangerous dog means while on the owner's property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping together with visible signage warning persons of the presence of a "bad dog." Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure, and shall also provide protection from the elements.

Public road means any streets, sidewalk, alley, highway, or other way open to travel by the public including rights-of-way, bridges and tunnels.

Residential area means any area in the county where two or more dwellings or houses are within 50 feet or less of each other.

Severe injury means any physical injury that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.

Shelter means provision of and unlimited access to a three-dimensional structure having a roof, walls and a floor, which is dry, sanitary, clean and weatherproof and made of durable material. At a minimum the structure must be:

- (1) Sufficient in size to allow the animal to stand up, turn around, lie down and stretch comfortably;
- (2) Designed to protect the animal from the adverse effects of the elements and provide access to shade from direct sunlight and regress from exposure to inclement weather conditions;
- (3) Free of standing water, accumulated waste and debris;
- (4) Provide adequate ventilation; and

(5) Provide a solid surface flooring area, resting platform, pad, mat, or similar provision of adequate size for the animal to lie upon in a comfortable manner.

Stable means those premises at which horses or equines are kept commercially for boarding, riding, breeding, training, or resale purposes.

Sterilization means dogs and cats rendered permanently incapable of reproduction by surgical alteration, implantation of a device, or other physical means, or permanently incapable of reproduction because of physiological sterility, but only where the neutered or spayed condition has been certified by a veterinarian licensed in any state.

Tether means to restrain an animal by tying the animal to any stationary object or structure, including, but not limited to, a house, tree, fence, post, garage or shed, by any means, including, but not limited to, a chain, rope, cord, leash or pulley/running line, but shall NOT include the use of a leash when walking an animal.

Unaltered animal means a dog or cat which has not been neutered, spayed or is otherwise not sterilized.

Unprovoked means that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.

Wild animal means any living member of the kingdom Animalia, including those born or raised in captivity, except the following:

- (1) The species *Homo sapiens* (human beings).
- (2) The species *Canis familiaris* (domestic dogs, including hybrids with wolves, coyotes, or jackals).
- (3) The species *Felis catus* (domestic cats, excluding hybrids with ocelots or margays).
- (4) The species *Equus caballus* (domestic horses).
- (5) The species *Equus asinus* (asses/donkeys).
- (6) The species *Bos taurus* (cattle).
- (7) The subspecies *Ovis ammon aries* (sheep).
- (8) The species *Capra hircus* (goats).
- (9) The subspecies *Sus scrofa domestica* (swine).
- (10) Domesticated races of the species *Gallus gallus* or *Meleagris gallopavo* (poultry).
- (11) Domesticated races of the species *Mesocricetus auratus* (golden hamsters).
- (12) Domesticated races of the subspecies *Cavia aperea procellus* (guinea pigs).
- (13) Domesticated races of rats or mice (white or albino, trained, laboratory-reared).
- (14) Domesticated races of the species *Oryctolagus cuniculus* (rabbits).
- (15) All captive-bred members of the species of the families *Psittacidae* (parrots, parakeets), *Anatidae* (ducks), *Fringillidae* (finches), and *Columbidae* (doves and pigeons).
- (16) All captive-bred members of the species *Serinius canaria* of the class *Aves* (canaries).

- (17) Domesticated races of the species *Carassius auratus* (goldfish).
- (18) Captive-bred members of the superorder Teleostei of the class Osteichthyes (common aquarium fish).

Section 10-5. Impounding Officer

(a) The impounding officer and county animal control officers shall have full and complete authority in the enforcement of this chapter and may pick up, catch, or procure any animal under any circumstance which is a violation of this chapter and cause the animal to be impounded in the animal shelter. An animal shall be subject to pick up and impounding, if the animal is cruelly treated, unlicensed, roaming at large, or stray, or any animal infected with rabies or believed to be so infected; infected with any other contagious or infectious disease, or believed to be so infected, or has been classified as a dangerous or vicious animal.

(b) Animal control officers may carry a device to chemically subdue and tranquilize an animal provided that such officer has successfully completed a minimum of 16 hours of training. This training will be in accordance with guidelines prescribed in the Chemical Immobilization Operational Guide of the American Humane Association. This training may be done locally by experienced personnel.

(c) The animal control officer shall have authority and be required to impound all unlicensed animals, except for animals ~~confined or fenced in on the owner's premises or~~ under direct control while participating in an organized match, show, trial, or undergoing obedience training. The animal control officer shall also be required to pick up and make humane disposition of any diseased or injured animal in the county. If an owner refuses entrance to his premises to an animal control officer attempting to enforce this chapter, such officer shall contact the sheriff's office and proceed on the owner's premises in the company of the sheriff or his deputy with such legal authority as is necessary to lawfully enter the owner's premises for the purpose of enforcing this chapter. The animal control officers are hereby authorized to issue citations and notices to appear for the violation of this chapter when based upon personal investigation and the officer has reasonable and probable grounds to believe that a violation has occurred.

Sec. 10-7. Citations.

(a) *Format.* A citation and notice to appear shall be in the form prescribed by the board of county commissioners and when issued, shall constitute notice that an officer has probable cause to believe an infraction of this chapter has been committed and that the cause will be heard in the county court in and for the county. Exclusive jurisdiction and authority shall be in the county court to dispose of or make adjudication based upon a citation once it has been issued. A citation shall include the following:

- (1) The date and time of issuance.
- (2) The name and address of the person.
- (3) The date and time the civil infraction was committed.
- (4) The facts constituting probable cause.
- (5) The ordinance violated.
- (6) The name and authority of the officer.
- (7) The procedure for the person to follow in order to pay the civil penalty, to contest the citation, or to appear in court as required by subsection (c) of this section.

- (8) The applicable civil penalty if the person elects to contest the citation.
- (9) The applicable civil penalty if the person elects not to contest the citation.
- (10) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, then he shall be deemed to have waived his right to contest the citation and that in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.
- (11) A conspicuous statement that if the person is required to appear in court as mandated by subsection (c) of this section, he does not have the option of paying a fine in lieu of appearing in court.
- (b) *Issuance.* For violation of any of the provisions of ~~sections 10-8, 10-9 and 10-11~~ this Chapter, the animal control officer shall have the discretion to either issue a warning with no civil penalty, issue a citation for a fine in the amount specified in the animal control fee resolution as approved by the board of county commissioners, or a notice to appear in court as required by this section. Any person cited for violation of this chapter under this section shall be deemed to be charged with a civil infraction and cited to appear in court. Any person cited for an infraction under this chapter shall sign and accept a citation acknowledging receipt of the citation and indicating a promise to appear in county court if such person wishes to contest the charge, or if mandated to appear in court as required by this subsection (c) of this section.
- (c) *Mandatory court appearance.* Court appearance shall be mandatory for violations of this chapter involving the unprovoked biting, attacking or wounding of a domestic animal or human being; the destruction or loss of personal property; second or subsequent violations of animal cruelty laws; and/or violations resulting in the issuance of a third or subsequent citation to a person or persons within the same household. In the event mandatory court appearance is required, the citation must clearly inform the person of such mandatory appearance, and records shall be maintained by animal control regarding such cases. Persons required to appear in court do not have the option of paying the fine instead of appearing in court.
- (d) *Payment of civil penalty.* Any person cited with a violation of this section may pay the civil penalty within ten days of the date of receiving the citation. If the person cited follows the above procedure, he shall be deemed to have admitted the civil infraction and to have waived his right to a trial on the issue of commission of the violation.
- (1) If a person fails to pay the civil penalty within ten days of receipt of the citation, the clerk of the court shall issue a notice to appear. An additional amount shall be assessed as a late fee for each penalty paid after the initial ten-day period in accordance with the fee resolution as established by the board of county commissioners.
- (2) If a person fails to pay the civil penalty, fails to appear in court to contest the citation, or fails to appear in court as required by subsection (c) of this section, the court may issue an order to show cause upon the request of the governing body of the county or municipality. This order shall require such persons to appear before the court to explain why actions on the citation have not been taken. If any person who is issued such order fails to appear in response to the court's directive, that person shall be held in contempt of court.
- (e) *Liability for penalty.* In the event an animal is impounded for violation of this chapter and the owner of the animal abandons the animal to the animal control department, permanent custody of the animal shall be relinquished to the animal control

authority for appropriate disposition and the owner shall remain liable for the civil penalties and any other actions imposed for violation of this chapter.

(f) *Refusal to sign or accept citation.* Any person refusing to sign and accept a citation shall be in violation of this chapter, and shall be punished as provided for in section 10-23.

Sec. 10-11. Animal Control.

(a) *Generally.* Animals are prohibited from roaming freely on any public or private property without the consent of the owner or lessee ~~among the public within the county~~ unless such animal is specifically excepted as further set out in this section.

(b) *Public places.* Animals are prohibited from public places in the county such as airports, hotels, restaurants, theaters, public conveyances, grocery stores, or other establishments serving food, beverages or staple foods, and at public gatherings such as outdoor festivals, fairs, etc. Animals so found, whether roaming or on direct control by the owner, may be impounded.

(1) It shall be unlawful for the owner of an animal to allow his animal in public places of the county such as school grounds, school bus stops, public parks, beaches, and playgrounds.

(2) It shall be unlawful for the owner of an animal to allow his animal, whether roaming at large or on a leash or otherwise under his control, on public bathing beaches or recreational areas on that portion of Santa Rosa Island owned by and under the jurisdiction of the county or the Santa Rosa Island Authority, or on that portion of any beach, public or private, lying seaward of the coastal construction setback line for land southward of the right-of-way of State Road 292 or lying seaward of the line of vegetation for land northward of the right-of-way for State Road 292 on the portion of the county known as Perdido Key which is bordered to the west by the Alabama state line, to the south by the waters of the Gulf of Mexico, to the east by the property of the U.S. Government, and to the north by the waters of the Intracoastal Waterway.

(3) Provided, however, no animal owner shall be prohibited from permitting his animal within 50 feet of a building which the animal owner owns or leases.

(c) *Exceptions.* These restrictions relating to public places, schools, parks, beaches and recreational areas shall not apply to:

(1) Animals utilized by law enforcement agencies, while engaged in law enforcement activity.

(2) Animals trained to assist the blind or hearing impaired, provided such animal is in the company of such person.

(3) The showing and training of dogs and the use of animals in educational presentations in appropriate locations of auditoriums, schools, parks, parking lots, armories, theaters, and similar public or privately owned areas.

(4) The transportation of animals by airlines at the airport in the county.

(5) Special events as authorized by a vote of the majority of the board of county commissioners with any conditions set forth by the board as reasonable under the circumstances.

(d) *Female animals in season.* The owner of any female animal in heat shall keep such animal confined in a building or secure enclosure, veterinary hospital, or boarding kennel in such a manner that such female animal cannot come in contact with another

animal, except for intentional breeding purposes. An owner who does not keep the female animal confined while in season shall be guilty of a civil infraction and punished as provided in section 10-23. This section shall not apply to female animals entered in organized shows.

(e) *Animal nuisances prohibited.* Any animal or animals ~~that habitually or continuously bark, howl, or otherwise disturb the peace and quiet of the inhabitants of the county or are permitted to cause damage to personal property or defecate upon the property of others or are kept or maintained in such a manner as to disturb by noxious or offensive odors or otherwise endanger the health and welfare of the inhabitants of the county~~ which shall do any of the following are declared to be an animal nuisance.

(1) Molests passersby or passing vehicles.

(2) Attacks other animals.

(3) Trespasses on school grounds.

(4) Is repeatedly at large.

(5) Damages private or public property.

(6) Defecates or urinates upon the property of others.

(7) Repetitively barks, whines, howls or otherwise produces any noise in an excessive, continuous or untimely fashion for a period of five (5) minutes or more.

(8) Has a communicable or contagious disease that is untreated or does not respond to treatment.

(9) Causes or emits an offensive odor which can be detected off the property of its owner.

(10) Is kept in a manner which causes a breeding place for flies, lice, fleas or other vermin or disease.

(11) Unreasonably interferes with a person's use and enjoyment of his property.

Any person who keeps, harbors, or maintains an animal nuisance as defined above, shall be guilty of a civil infraction and punishable as provided in section 10-23.

Sec. 10-12. Direct control.

Except as otherwise provided in this section, It shall be a violation of this chapter for any animal to roam freely on any public or private property without the consent of the owner or lessee be off the premises of its owner or person responsible for the animal, without it being under the direct control of its owner, person responsible therefor, or other person. All animals, when not on the premises of the dog's owner or on the premises of another who consents thereto, shall be and remain under the direct control of a person competent to control such dog at all times or, otherwise, shall be considered unlicensed animals and private nuisances and may be seized, restrained, impounded, and disposed of as provided by this chapter for any unlicensed animal.

(b) Direct control shall apply only to the areas of the county which are designated by resolution of the board of county commissioners. The board of county commissioners is authorized to adopt by resolution areas designated as "direct control" pursuant to the procedures provided in this section. Any "direct control" resolutions existing as of the

date of this chapter shall remain in full force and effect and shall not require reaffirmation by the board of county commissioners.

(c) Resolutions adding certain areas to or deleting certain areas from the "direct control" area may be adopted on the board of county commissioners' own motion, or may be adopted after receipt of a petition from residents of an area requesting that such area be added to or deleted from the "direct control" area. Any such petition shall be verified and shall be signed by at least 65 percent of the residents of the area which is to be added to or deleted from the "direct control" areas. Locations of residences or persons signing such petitions shall be distributed fairly about the area which is to be added to or deleted from the "direct control" area.

(1) Upon receipt of petitions a public meeting shall be advertised and held at petitioner's expense. Further, such petitioner shall mail a copy of the notice of public meeting to each owner of property within the area which is to be added to or deleted from the "direct control" area and will certify that such notices were mailed at least ten days prior to the date of the public meeting.

(2) Before adoption of any such additional resolution adding areas to or deleting areas from the "direct control" area, the board of county commissioners shall hold a duly advertised public hearing. Such resolutions, after adoption by the board of county commissioners, shall become effective upon being filed with the clerk of the board of county commissioners.

(d) Notwithstanding subsections (b) and (c) of this section, and notwithstanding any resolution adopted by the board of county commissioners designating or deleting certain areas as direct control areas, all dangerous dogs classified/registered in accordance with the provisions of section 10-14 shall be under the direct control of the owner at all times. Such dogs shall not be permitted outside the proper and secure enclosure area on the owner's property unless the dog is muzzled and restrained by a substantial chain or leash and under the control of a competent and responsible person.

Sec. 10-16. Cruelty to animals.

(a) It shall be unlawful for any owner or person to be cruel to an animal by cruelly beating, torturing, mutilating, ~~clearly~~ failing to provide food, drink or shelter, ventilation, exercise, necessary veterinary care or to abandon animals.

(b) It shall be unlawful for any owner or person in possession of an animal or who has charge or custody of an animal to suffer injury or malnutrition or to abandon any animal in a street, road, or public place without providing for the care, sustenance, protection and shelter of such animal, or to impound or confine any animal in a place or enclosure without supplying such animal with a sufficient quantity of good and wholesome food and water and air, during such period of confinement, or to abandon any animal that is maimed, sick, infirmed, or diseased. In addition, the provisions of F.S. § 828.13 are hereby adopted and such prohibitions as contained therein are incorporated by reference.

(c) It shall be unlawful for any person who shall have knowledge that an animal was struck by a vehicle under the person's control, to fail to render first aid to such animal by taking it to a veterinarian or by notifying either the owner, the animal control division, or the police or the sheriff.

(d) It shall be unlawful for any person to transport any dog or other animal in a motor vehicle on any public street, when such animal is not fully enclosed within the vehicle or confined in a container, cage or like enclosure, or temporarily secured in a manner that will prevent the animal from falling or jumping from the vehicle.

(e) It shall be unlawful for any owner or person in possession of an animal and who confines the animal outdoors on private property to tie, chain or otherwise tether an animal that is under the age of six months.

(f) It shall be unlawful for any owner or person in possession of an animal and who confines the animal outdoors on private property to tie, chain or otherwise tether an animal that is over the age of six months except when the following conditions are met:

(1) The animal is tethered in a location on the property within the visual range of the primary structure ~~responsible party or the responsible party is located outdoors with the animal;~~

(2) The tether shall:

a. Be a minimum of ~~six~~ ten feet in length or at least five times the length of the animal ~~when measured from the tip of the animal's nose to the base of the tail, whichever is longer;~~

b. Terminate at both ends with a swivel; and

c. Not weigh more than 1/16 of the animal's weight;

(3) An overhead pulley/running line shall:

a. Be at least 15 feet in length; and

b. No less than ~~seven~~ five (5) feet above the ground;

(4) The tether must be fastened to a properly fitting body harness or buckle-type collar made of nylon or leather;

(5) The tether shall be free from entanglement or other obstructions at all time;

(6) The animal shall have access to potable water, ~~feed~~, shelter and dry ground at all times;

(7) An animal shall not be tethered while sick, injured or in distress;

(8) An animal shall not be tethered outside during a period of extreme weather, including but not limited to, ~~extreme heat, extreme cold, thunderstorms, tornadoes, tropical storms, or hurricanes;~~ and

(9) Multiple animals must be tethered separately.

(g) Any person cruel to an animal as provided in this section shall be in violation of this chapter and punished as provided in section 10-23.

Sec. 10-23. Penalties.

(a) A violation of this chapter is a civil infraction, except as provided for in subsection (f) and subsections (g)(1), (2) and (3) of this section. Each violation shall constitute a separate offense.

(b) The maximum civil penalty for a civil infraction shall not exceed \$500.00.

(c) By resolution, the board of county commissioners, shall establish the amount of any civil penalty for a civil infraction. Such resolution may be amended from time to time and is incorporated by reference and made a part hereof. In addition to each civil penalty, there is hereby imposed a surcharge of \$5.00 for violations involving animal control or animal cruelty. The proceeds shall be placed in a separate fund and used to pay the

costs of the 40-hour minimum standards training course required for county animal control officers as provided in F.S. § 828.27(4)(b).

(d) Any person paying a penalty pursuant to a civil infraction violation of this chapter shall be deemed to have admitted the violation. In no event shall a penalty amount, when a person admits without contesting the violation, exceed the limits specified in the animal control fee resolution as approved by the board of county commissioners.

(e) An individual who contests the violation and after trial is found in violation of the provisions of this chapter, except as provided below, shall be guilty of a civil infraction and punished by a fine of not less than \$50.00 and not more than \$500.00.

(f) Any person who willfully refuses to accept and sign a citation or notice to appear shall be in violation of this chapter and shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or F.S. § 775.083 (F.S. § 828.27(4)).

(g) Any person who owns a dog which aggressively attacks or injures or attempts to attack or injure a person or another animal shall be in violation of this chapter, and the citation issued to such person shall not permit payment of a civil penalty in lieu of court appearance and the owner shall be prosecuted as follows:

(1) If a dog that ~~The owner of a dog which~~ has not been previously declared dangerous under the provisions of section 10-14 ~~and which aggressively attacks and causes severe injury to or death of any person and the owner had prior knowledge of the dog's dangerous propensities, yet demonstrated a reckless disregard for such propensities under the circumstances, or domestic animal without provocation, upon conviction,~~ the owner shall be guilty of a second degree misdemeanor punishable as provided in F.S. § 775.082 or F.S. § 775.083.

(2) If a dog that ~~The owner of a dog which~~ has previously been declared dangerous in accordance with section 10-14 ~~and which aggressively attacks or bites a person or a domestic animal without provocation, upon conviction,~~ the owner shall be guilty of a first degree misdemeanor punishable as provided in F.S. § 775.082 or F.S. § 775.083.

(3) If a dog that ~~The owner of a dog which~~ has been previously been declared dangerous in accordance with section 10-14, ~~which aggressively attacks or bites and causes severe injury to or the death of any person, upon conviction,~~ the owner shall be guilty of a third degree felony, punishable as provided in F.S. § 775.082, F.S. § 775.083 or F.S. § 775.084.

Sec. 10-24. Complaints for violations.

(a) An individuals may present a formal complaints to animal control officers in the form of an "affidavit of complaint," signed by one resident of the county, or in the case of noise complaints, two or more residents of the county, where each complainant resides in a separate dwelling in the vicinity of the claimed violation, and when such affidavit has been made under oath before an individual authorized by law to take acknowledgements or in the presence of two attesting witnesses. Such affidavit must set forth the nature of and the date of the act claimed to violate this chapter.

(b) Upon receipt of a proper affidavit, the animal control officer shall investigate the complaint to determine whether a violation of this chapter has been committed. In the event the act complained of constitutes a violation of this chapter, the officer shall

enforce this chapter pursuant to the provisions of section 10-23 and as otherwise provided in this chapter.

Section 2. Operative in Unincorporated Areas.

This Ordinance shall apply to and be enforced in all unincorporated areas of the County.

Section 3. Severability.

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

Section 4. Inclusion in 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 5. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED THIS ____ DAY OF _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk to the Circuit Court

BY: _____
Deputy Clerk

(SEAL)

Enacted:
Filed with Department of State:
Effective:

This document approved as to form and legal sufficiency.

By: [Signature]
Title: CHAIRMAN
Date: 8/15/11



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-1297 **Clerk & Comptroller's Report** **Item #: 12. 1.**

BCC Regular Meeting

Meeting Date: 09/01/2011
Issue: Acceptance of Reports
From: Doris Harris
Organization: Clerk & Comptroller's Office

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

A. Payroll Expenditure for Pay Date August 19, 2011, in the amount of \$2,053,472.17; and

B. The following two Disbursement of Funds:

- (1) August 11, 2011, to August 17, 2011, in the amount of \$1,995,088.91; and
- (2) August 18, 2011, to August 24, 2011, in the amount of \$4,009,563.74.

Attachments

20110901 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: August 19, 2011

Check No:	\$0.00
Direct Deposits:	\$1,111,432.65
Total Deductions and Matching Costs:	\$942,039.52
Total Expenditures:	\$2,053,472.17

CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS

2011 AUG 17 P 2:11

CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 ESCAMBIA COUNTY, FL



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

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

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

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

Escambia County, Florida
 Disbursement of Funds From:

08/11/11 to 08/17/11

DISBURSEMENTS

Computer check run of

<u>08/17/11</u>	\$ <u>1,836,298.72</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Aero Training & Rental, Inc \$ 158,790.19

Total Disbursement by Wire

\$ 158,790.19

TOTAL DISBURSEMENTS

\$ 1,995,088.91

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 AUG 18 A 9:47
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 ESCAMBIA COUNTY, FL.



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

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

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

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

Escambia County, Florida
 Disbursement of Funds From:

08/18/11 to 08/24/11

DISBURSEMENTS

Computer check run of:

<u>08/24/11</u>	\$ <u>3,525,637.85</u>
<u>L-Vendor</u>	\$ <u>81,933.34</u>

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>24,425.26</u>
Credit Card Purchases	\$ <u>29,594.24</u>
Perdido Landfill Mining Project Aero Training & Rental, Inc	\$ <u>160,076.15</u>
FL Tourism - Deep Water Horizon Oil Spill Pensacola Bay Area Chamber	\$ <u>112,901.90</u>
Perdido Key Chamber	\$ <u>74,995.00</u>

Total Disbursement by Wire

\$ 401,992.55

TOTAL DISBURSEMENTS

\$ 4,009,563.74

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 AUG 25 A 8:24
 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-1300 **Clerk & Comptroller's Report** **Item #: 12. 2.**

BCC Regular Meeting

Meeting Date: 09/01/2011
Issue: Write-Off Accounts Receivable
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Write-Off of Accounts Receivable

That the Board adopt the Resolution authorizing the write-off of \$1,454,428.06 in receivables that have been recorded in the Emergency Medical Services (EMS) Fund of the County and have been determined to be uncollectible bad debts.

Attachments

20110901 CR I-2



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

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & 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

MEMORANDUM

TO: Honorable Board of County Commissioners

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

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

DATE: August 23, 2011

SUBJECT: Write off Accounts Receivable

THE BOARD OF
 COUNTY COMMISSIONERS
 2011 AUG 25 P 3:37
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FL

RECOMMENDATION:

That the Board adopts the attached Resolution authorizing the write off of \$1,454,428.06 in receivables that have been recorded in the Emergency Medical Services (EMS) Fund of the County and have been determined to be uncollectible bad debts.

DISCUSSION:

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt. This Resolution includes write offs from EMS Ambulance Billings as explained in the attached memorandum from the Department. Per the Department's memorandum, these accounts have been passed through all phases of the collection process and have been determined to be uncollectible.

PLS/JC/nac

Attachment

RESOLUTION R2011-

WHEREAS, certain accounts totaling \$1,454,428.06 are owed to the Emergency Medical Service Fund of Escambia County for services furnished as delineated in Attachment "A" and made a part hereof by reference; and

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White
Chairman of the Board

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Adopted:



Board of County Commissioners • Escambia County, Florida

Joe Scialdone, EMS Billing
Public Safety Department

INTEROFFICE MEMORANDUM

TO: Joyce Collins, Accountant I
Escambia County Clerk's Office

THRU: Trisha K. Pohlmann, Manager
Business Operations Division

FROM: Joe Scialdone, Billing Supervisor
EMS Billing Department

DATE: August 22, 2011

RE: Bad Debt Write-off (3rd Qtr FY 2010-11)

Enclosed are the accounts from the specified period for processing as bad debt. These accounts have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing, pre-collection letter(s), and/or referral to our secondary collection agency. All avenues for collection have been exhausted and we are confident these accounts are truly uncollectible, and any further action would be unproductive.

As always, your assistance in processing these write-offs for action by the Board of County Commissioners is appreciated. We anticipate it making the BCC Agenda on 9/1/2011.

Please advise Trisha Pohlmann once it has been included in the Board agenda for its action.

TOTAL WRITE-OFF AMOUNT FOR APPROVAL: \$ 1,454,428.06

JCS
8-23-11

6575 North W Street • Pensacola, Florida 32505-1714

Telephone (850) 471-6507 • Fax (850) 471-6518

JAScialdone@MyEscambia.com

9/1/2011
CR I-2

ESCAMBIA COUNTY EMS
3rd Quarter FY 2011 Write-Off

BAD Debt W/O (ON HOLD)	Run #	Balance
2003-07-15	Run 16,052	48.68
2003-07-21	Run 16,625	49.29
2004-02-08	Run 3,346	30.98
2004-04-01	Run 8,058	378.00
2004-07-06	Run 16,891	66.24
2004-07-10	Run 17,639	439.00
2004-07-11	Run 17,403	670.79
2004-07-12	Run 17,470	68.46
2004-10-20	Run 26,659	413.00
2005-01-27	Run 2,318	454.00
2005-02-27	Run 5,247	42.30
2005-07-14	Run 17,972	392.00
2005-07-26	Run 19,113	647.18
2005-11-29	Run 30,759	86.21
2005-12-16	Run 32,189	65.30
2006-02-14	Run 3,877	883.54
2007-07-23	Run 20,688	85.57
2007-09-25	Run 27,123	364.00
2007-09-25	Run 27,171	453.00
2007-10-04	Run 27,946	210.71
2007-10-25	Run 30,091	735.00
2007-12-15	Run 35,202	284.89
2008-01-02	Run 162	401.89
2008-02-02	Run 3,202	374.89
2008-02-26	Run 5,600	715.00
2008-03-30	Run 8,746	410.00
2008-05-30	Run 14,664	310.00
2008-07-04	Run 17,804	695.00
2008-07-24	Run 19,719	675.00
2008-08-05	Run 20,778	715.00
2008-10-04	Run 26,167	20.00
2008-11-20	Run 30,370	585.00
2008-12-02	Run 31,456	305.00
2009-01-08	Run 706	125.00
2009-03-05	Run 5,842	160.00
2009-03-14	Run 6,892	133.00
2009-03-15	Run 6,979	100.00
2009-03-20	Run 7,504	108.00
2009-03-22	Run 7,677	164.34
2009-04-02	Run 8,739	150.00
2009-04-06	Run 9,166	54.68
2009-04-16	Run 10,121	115.00
2009-04-22	Run 10,781	745.00
2009-04-24	Run 10,973	735.00
2009-05-04	Run 11,971	515.00
2009-05-06	Run 12,122	47.50
2009-05-08	Run 12,372	315.00
2009-05-28	Run 14,335	675.00
2009-05-29	Run 14,359	315.00

ESCAMBIA COUNTY EMS
3rd Quarter FY 2011 Write-Off

BAD Debt W/O (ON HOLD)	Run #	Balance
2009-06-05	Run 15,115	121.00
2009-06-06	Run 15,161	84.66
2009-06-06	Run 15,173	155.00
2009-06-15	Run 16,078	555.00
2009-06-18	Run 16,405	107.00
2009-06-20	Run 16,578	705.00
2009-06-22	Run 16,780	202.34
2009-06-23	Run 16,923	64.50
2009-06-30	Run 17,579	66.88
2009-07-07	Run 18,368	450.00
2009-07-15	Run 19,060	365.00
2009-07-16	Run 19,129	40.00
2009-07-19	Run 19,460	70.72
2009-07-20	Run 19,537	10.00
2009-07-21	Run 19,624	555.00
2009-07-26	Run 20,096	121.00
2009-07-31	Run 20,615	43.69
2009-08-01	Run 20,693	87.41
2009-08-08	Run 21,384	50.00
2009-08-09	Run 21,427	54.63
2009-08-17	Run 22,290	111.00
2009-08-18	Run 22,364	725.00
2009-08-19	Run 22,434	305.00
2009-08-19	Run 22,475	56.88
2009-08-19	Run 22,490	575.00
2009-08-26	Run 23,124	117.00
2009-08-27	Run 23,258	367.79
2009-08-29	Run 23,413	575.00
2009-08-29	Run 23,474	255.00
2009-09-03	Run 23,965	107.00
2009-09-06	Run 24,307	725.00
2009-09-09	Run 24,525	368.88
2009-09-09	Run 24,616	348.00
2009-09-11	Run 24,824	707.34
2009-09-12	Run 24,874	645.00
2009-09-14	Run 25,092	100.00
2009-09-14	Run 25,126	805.00
2009-09-14	Run 25,129	108.00
2009-09-15	Run 25,254	110.00
2009-09-16	Run 25,277	545.00
2009-09-17	Run 25,391	87.41
2009-09-18	Run 25,450	11.20
2009-09-19	Run 25,542	575.00
2009-09-20	Run 25,684	385.00
2009-09-20	Run 25,703	103.10
2009-09-20	Run 25,710	285.33
2009-09-21	Run 25,726	620.00
2009-09-21	Run 25,780	462.52
2009-09-22	Run 25,902	16.80

9/1/2011
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ESCAMBIA COUNTY EMS
3rd Quarter FY 2011 Write-Off

BAD Debt W/O (ON HOLD)	Run #	Balance
2009-09-22	Run 25,920	40.94
2009-09-23	Run 26,022	655.00
2009-09-24	Run 26,077	705.00
2009-09-24	Run 26,108	87.49
2009-09-25	Run 26,182	410.00
2009-09-26	Run 26,329	150.00
2009-09-28	Run 26,482	115.00
2009-09-28	Run 26,513	107.00
2009-09-29	Run 26,634	115.00
2009-09-30	Run 26,743	565.00
2009-10-01	Run 26,788	225.00
2009-10-01	Run 26,800	60.00
2009-10-01	Run 26,865	39.00
2009-10-01	Run 26,872	90.16
2009-10-02	Run 26,952	605.00
2009-10-02	Run 26,980	595.00
2009-10-03	Run 27,069	725.00
2009-10-05	Run 27,177	45.00
2009-10-05	Run 27,230	105.00
2009-10-06	Run 27,348	675.00
2009-10-08	Run 27,537	150.00
2009-10-08	Run 27,551	650.00
2009-10-10	Run 27,687	244.55
2009-10-11	Run 27,804	70.00
2009-10-11	Run 27,848	615.00
2009-10-12	Run 27,967	108.00
2009-10-13	Run 28,051	595.00
2009-10-13	Run 28,069	100.00
2009-10-14	Run 28,094	785.00
2009-10-14	Run 28,109	745.00
2009-10-15	Run 28,221	565.00
2009-10-15	Run 28,262	83.38
2009-10-15	Run 28,266	197.46
2009-10-15	Run 28,269	197.46
2009-10-15	Run 28,270	145.44
2009-10-16	Run 28,342	745.00
2009-10-16	Run 28,367	605.00
2009-10-16	Run 28,919	315.00
2009-10-17	Run 28,447	705.00
2009-10-19	Run 28,578	255.00
2009-10-19	Run 28,592	645.00
2009-10-20	Run 28,699	565.00
2009-10-23	Run 28,953	260.00
2009-10-23	Run 29,009	565.00
2009-10-24	Run 29,021	565.00
2009-10-24	Run 29,076	95.00
2009-10-25	Run 29,164	988.52
2009-10-25	Run 29,255	108.00
2009-10-26	Run 29,247	545.00

9/1/2011
CR I-2

ESCAMBIA COUNTY EMS
3rd Quarter FY 2011 Write-Off

BAD Debt W/O (ON HOLD)	Run #	Balance
2009-10-27	Run 29,278	585.00
2009-10-28	Run 29,371	36.91
2009-10-29	Run 29,520	418.73
2009-10-29	Run 29,537	70.00
2009-11-01	Run 29,711	500.00
2009-11-01	Run 29,782	231.86
2009-11-02	Run 29,810	545.00
2009-11-03	Run 29,878	595.00
2009-11-04	Run 30,065	585.00
2009-11-05	Run 30,159	435.00
2009-11-06	Run 30,217	197.46
2009-11-06	Run 30,242	77.79
2009-11-07	Run 30,343	77.79
2009-11-08	Run 30,368	605.00
2009-11-08	Run 30,399	560.00
2009-11-09	Run 30,449	87.41
2009-11-09	Run 30,469	110.00
2009-11-09	Run 30,491	80.54
2009-11-10	Run 30,521	236.60
2009-11-10	Run 30,566	815.00
2009-11-10	Run 30,582	121.00
2009-11-10	Run 30,596	700.00
2009-11-12	Run 30,756	425.23
2009-11-13	Run 30,818	289.87
2009-11-14	Run 30,915	605.00
2009-11-14	Run 30,963	665.00
2009-11-15	Run 31,006	92.70
2009-11-15	Run 31,032	100.00
2009-11-15	Run 31,062	123.18
2009-11-16	Run 31,130	249.80
2009-11-16	Run 31,139	500.00
2009-11-17	Run 31,164	90.00
2009-11-17	Run 31,229	705.00
2009-11-17	Run 31,237	75.00
2009-11-17	Run 31,238	705.00
2009-11-17	Run 31,242	150.00
2009-11-18	Run 31,328	575.00
2009-11-19	Run 31,356	299.00
2009-11-19	Run 31,363	95.60
2009-11-20	Run 31,443	645.00
2009-11-20	Run 31,483	125.00
2009-11-21	Run 31,532	587.52
2009-11-21	Run 31,555	391.00
2009-11-22	Run 31,571	595.00
2009-11-22	Run 31,581	660.00
2009-11-22	Run 31,588	647.08
2009-11-22	Run 31,606	575.00
2009-11-23	Run 31,739	65.51
2009-11-23	Run 31,745	371.86

9/1/2011
CR I-2

ESCAMBIA COUNTY EMS
3rd Quarter FY 2011 Write-Off

BAD Debt W/O (ON HOLD)	Run #	Balance
2009-11-24	Run 31,757	675.00
2009-11-24	Run 31,788	20.00
2009-11-24	Run 31,852	113.00
2009-11-25	Run 31,876	71.01
2009-11-25	Run 31,901	160.50
2009-11-25	Run 31,903	98.19
2009-11-26	Run 31,943	64.00
2009-11-26	Run 31,962	100.00
2009-11-26	Run 31,980	111.00
2009-11-27	Run 32,052	34.66
2009-11-27	Run 32,068	725.00
2009-11-27	Run 32,075	765.00
2009-11-27	Run 32,097	272.26
2009-11-28	Run 32,130	81.91
2009-11-28	Run 32,145	150.00
2009-11-28	Run 32,175	367.92
2009-11-29	Run 32,180	685.00
2009-11-29	Run 32,212	825.00
2009-11-29	Run 32,253	29.25
2009-12-01	Run 32,378	115.00
2009-12-01	Run 32,422	655.00
2009-12-01	Run 32,445	60.00
2009-12-01	Run 32,447	585.00
2009-12-01	Run 32,468	100.00
2009-12-02	Run 32,484	336.00
2009-12-02	Run 32,518	85.07
2009-12-02	Run 32,545	111.00
2009-12-03	Run 32,597	565.00
2009-12-03	Run 32,664	595.00
2009-12-03	Run 32,668	100.00
2009-12-03	Run 32,670	570.00
2009-12-04	Run 32,686	571.78
2009-12-04	Run 32,691	550.00
2009-12-04	Run 32,715	69.63
2009-12-04	Run 32,718	60.20
2009-12-04	Run 32,775	565.00
2009-12-05	Run 32,785	825.00
2009-12-05	Run 32,786	214.28
2009-12-05	Run 32,826	582.60
2009-12-05	Run 32,829	119.00
2009-12-05	Run 32,855	585.00
2009-12-05	Run 32,876	785.00
2009-12-06	Run 32,883	125.00
2009-12-06	Run 32,885	635.00
2009-12-06	Run 32,915	77.79
2009-12-06	Run 32,918	77.79
2009-12-07	Run 32,949	695.00
2009-12-07	Run 32,979	255.00
2009-12-07	Run 32,985	72.38

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BAD Debt W/O (ON HOLD)	Run #	Balance
2009-12-07	Run 33,004	595.00
2009-12-07	Run 33,022	211.50
2009-12-08	Run 33,069	685.00
2009-12-08	Run 33,076	725.00
2009-12-09	Run 33,121	79.37
2009-12-09	Run 33,163	60.00
2009-12-09	Run 33,198	20.00
2009-12-10	Run 33,239	81.91
2009-12-10	Run 33,243	88.78
2009-12-11	Run 33,350	107.00
2009-12-11	Run 33,380	115.00
2009-12-12	Run 33,454	96.88
2009-12-12	Run 33,507	645.00
2009-12-13	Run 33,525	775.00
2009-12-13	Run 33,541	326.94
2009-12-13	Run 33,582	125.00
2009-12-14	Run 33,602	125.00
2009-12-14	Run 33,603	94.28
2009-12-14	Run 33,629	109.00
2009-12-14	Run 33,640	665.00
2009-12-15	Run 33,713	96.06
2009-12-15	Run 33,728	655.00
2009-12-15	Run 33,734	150.00
2009-12-15	Run 33,739	635.00
2009-12-15	Run 33,744	108.33
2009-12-15	Run 33,775	90.00
2009-12-15	Run 33,780	107.10
2009-12-16	Run 33,829	100.00
2009-12-17	Run 33,866	565.00
2009-12-17	Run 33,877	69.63
2009-12-17	Run 33,878	80.54
2009-12-17	Run 33,884	825.00
2009-12-17	Run 33,905	314.00
2009-12-17	Run 33,924	755.00
2009-12-17	Run 33,945	535.03
2009-12-17	Run 33,956	695.00
2009-12-18	Run 33,965	67.09
2009-12-18	Run 33,976	100.00
2009-12-18	Run 33,979	565.00
2009-12-18	Run 33,990	775.00
2009-12-18	Run 34,023	695.00
2009-12-19	Run 34,047	585.00
2009-12-19	Run 34,048	575.00
2009-12-19	Run 34,098	80.54
2009-12-19	Run 34,101	150.00
2009-12-19	Run 34,132	405.37
2009-12-20	Run 34,189	575.00
2009-12-20	Run 34,204	795.00
2009-12-21	Run 34,238	765.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2009-12-21	Run 34,253	855.00
2009-12-21	Run 34,258	575.00
2009-12-21	Run 34,262	69.00
2009-12-21	Run 34,278	125.00
2009-12-21	Run 34,290	84.66
2009-12-21	Run 34,295	10.00
2009-12-22	Run 34,315	735.00
2009-12-22	Run 34,334	645.00
2009-12-22	Run 34,335	575.00
2009-12-22	Run 34,338	745.00
2009-12-22	Run 34,339	595.00
2009-12-22	Run 34,340	575.00
2009-12-22	Run 34,383	565.00
2009-12-22	Run 34,397	745.58
2009-12-23	Run 34,407	240.49
2009-12-23	Run 34,417	341.86
2009-12-23	Run 34,423	470.00
2009-12-23	Run 34,432	715.00
2009-12-23	Run 34,445	565.00
2009-12-23	Run 34,452	230.80
2009-12-23	Run 34,455	347.96
2009-12-23	Run 34,477	100.00
2009-12-23	Run 34,478	65.51
2009-12-23	Run 34,480	107.35
2009-12-23	Run 34,486	80.54
2009-12-24	Run 34,501	565.00
2009-12-24	Run 34,509	555.00
2009-12-24	Run 34,524	22.54
2009-12-24	Run 34,532	645.00
2009-12-24	Run 34,568	575.00
2009-12-24	Run 34,572	164.34
2009-12-24	Run 34,574	160.46
2009-12-25	Run 34,587	265.00
2009-12-25	Run 34,590	555.00
2009-12-25	Run 34,592	167.00
2009-12-25	Run 34,595	110.00
2009-12-25	Run 34,638	795.00
2009-12-25	Run 34,642	675.00
2009-12-25	Run 34,809	585.00
2009-12-26	Run 34,664	95.65
2009-12-26	Run 34,684	485.62
2009-12-26	Run 34,703	83.29
2009-12-26	Run 34,725	157.00
2009-12-26	Run 34,729	420.00
2009-12-27	Run 34,749	665.00
2009-12-27	Run 34,753	755.00
2009-12-27	Run 34,766	655.00
2009-12-27	Run 34,807	585.00
2009-12-27	Run 34,812	655.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2009-12-27	Run 34,827	86.03
2009-12-27	Run 35,194	85.07
2009-12-28	Run 34,855	84.66
2009-12-28	Run 34,861	735.00
2009-12-28	Run 34,883	100.00
2009-12-28	Run 34,896	625.00
2009-12-28	Run 34,901	100.00
2009-12-28	Run 34,904	755.00
2009-12-28	Run 34,912	79.16
2009-12-28	Run 34,914	365.40
2009-12-28	Run 34,917	554.97
2009-12-28	Run 34,923	81.91
2009-12-28	Run 34,924	695.00
2009-12-29	Run 34,973	735.00
2009-12-29	Run 34,993	46.44
2009-12-29	Run 35,004	135.00
2009-12-29	Run 35,013	675.00
2009-12-29	Run 35,016	75.00
2009-12-30	Run 35,043	695.00
2009-12-30	Run 35,050	41.64
2009-12-30	Run 35,055	85.99
2009-12-30	Run 35,059	150.00
2009-12-30	Run 35,072	285.00
2009-12-30	Run 35,076	785.00
2009-12-30	Run 35,092	625.00
2009-12-31	Run 35,095	716.05
2009-12-31	Run 35,106	150.00
2009-12-31	Run 35,157	20.00
2009-12-31	Run 35,171	675.00
2009-12-31	Run 35,178	695.37
2009-12-31	Run 35,181	178.75
2009-12-31	Run 35,187	100.00
2010-01-07	Run 563	550.00
2010-01-07	Run 590	600.01
2010-01-08	Run 690	100.00
2010-01-08	Run 705	585.00
2010-01-11	Run 965	685.00
2010-01-12	Run 1,048	25.00
2010-01-12	Run 1,071	855.00
2010-01-15	Run 1,273	214.60
2010-01-15	Run 1,358	735.00
2010-01-17	Run 1,495	410.00
2010-01-18	Run 1,618	545.00
2010-01-19	Run 1,648	110.00
2010-01-19	Run 1,669	50.00
2010-01-21	Run 1,839	705.00
2010-01-21	Run 1,894	150.00
2010-01-24	Run 2,152	645.00
2010-01-25	Run 2,227	508.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-01-25	Run 2,252	113.00
2010-01-26	Run 2,349	100.00
2010-01-26	Run 2,364	765.00
2010-01-27	Run 2,413	111.00
2010-01-27	Run 2,415	510.00
2010-01-27	Run 2,434	76.27
2010-01-30	Run 2,662	105.00
2010-02-01	Run 2,861	20.00
2010-02-01	Run 2,870	574.95
2010-02-02	Run 2,957	100.00
2010-02-05	Run 3,229	100.00
2010-02-06	Run 3,294	535.00
2010-02-06	Run 3,301	111.00
2010-02-07	Run 3,326	150.00
2010-02-08	Run 3,407	113.00
2010-02-08	Run 3,445	70.96
2010-02-08	Run 3,448	150.00
2010-02-08	Run 3,452	595.00
2010-02-08	Run 3,455	64.22
2010-02-08	Run 3,490	575.00
2010-02-09	Run 3,541	555.00
2010-02-09	Run 3,573	100.00
2010-02-10	Run 3,630	184.61
2010-02-10	Run 3,639	747.49
2010-02-11	Run 3,754	565.00
2010-02-11	Run 3,764	139.00
2010-02-11	Run 3,777	10.00
2010-02-12	Run 3,802	20.00
2010-02-12	Run 3,808	65.57
2010-02-12	Run 3,815	585.00
2010-02-13	Run 3,897	100.00
2010-02-13	Run 3,909	115.77
2010-02-14	Run 3,976	625.00
2010-02-14	Run 3,982	444.18
2010-02-14	Run 3,985	392.38
2010-02-14	Run 4,034	610.00
2010-02-14	Run 4,039	585.00
2010-02-14	Run 4,044	705.00
2010-02-14	Run 4,051	685.00
2010-02-14	Run 4,052	96.49
2010-02-15	Run 4,074	705.00
2010-02-15	Run 4,088	109.00
2010-02-15	Run 4,120	77.62
2010-02-16	Run 4,196	227.92
2010-02-16	Run 4,199	84.36
2010-02-16	Run 4,220	117.00
2010-02-16	Run 4,229	199.72
2010-02-16	Run 4,249	313.45
2010-02-16	Run 4,262	73.66

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-02-17	Run 4,285	765.00
2010-02-17	Run 4,292	665.00
2010-02-18	Run 4,409	49.52
2010-02-18	Run 4,431	605.00
2010-02-20	Run 4,622	121.00
2010-02-20	Run 4,657	600.00
2010-02-20	Run 4,658	600.00
2010-02-21	Run 4,705	50.00
2010-02-21	Run 4,751	70.50
2010-02-21	Run 4,775	150.00
2010-02-21	Run 4,776	150.00
2010-02-22	Run 4,873	667.28
2010-02-23	Run 4,887	346.65
2010-02-23	Run 4,933	473.00
2010-02-24	Run 4,974	100.00
2010-02-24	Run 4,992	565.00
2010-02-24	Run 5,051	66.92
2010-02-25	Run 5,061	675.00
2010-02-25	Run 5,065	77.62
2010-02-25	Run 5,066	555.00
2010-02-25	Run 5,069	76.27
2010-02-25	Run 5,132	150.00
2010-02-25	Run 5,166	113.00
2010-02-25	Run 5,171	765.00
2010-02-26	Run 5,189	785.00
2010-02-26	Run 5,191	85.71
2010-02-26	Run 5,194	525.00
2010-02-26	Run 5,198	80.31
2010-02-26	Run 5,202	775.00
2010-02-26	Run 5,216	85.71
2010-02-26	Run 5,233	133.00
2010-02-26	Run 5,239	555.00
2010-02-27	Run 5,257	80.31
2010-02-27	Run 5,304	83.09
2010-02-27	Run 5,332	109.00
2010-02-27	Run 5,364	508.00
2010-02-28	Run 5,391	79.55
2010-02-28	Run 5,406	100.00
2010-02-28	Run 5,441	100.00
2010-03-01	Run 5,482	50.00
2010-03-01	Run 5,483	485.00
2010-03-01	Run 5,490	323.97
2010-03-01	Run 5,492	575.00
2010-03-01	Run 5,517	84.36
2010-03-01	Run 5,570	54.22
2010-03-02	Run 5,598	535.00
2010-03-02	Run 5,608	125.60
2010-03-02	Run 5,627	785.00
2010-03-02	Run 5,641	150.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-03-03	Run 5,673	715.00
2010-03-03	Run 5,687	220.00
2010-03-04	Run 5,748	18.57
2010-03-05	Run 5,835	121.00
2010-03-05	Run 5,847	72.53
2010-03-05	Run 5,855	62.50
2010-03-05	Run 5,862	150.00
2010-03-05	Run 5,864	150.00
2010-03-05	Run 5,880	84.36
2010-03-05	Run 5,920	605.00
2010-03-06	Run 5,939	511.00
2010-03-06	Run 5,943	665.00
2010-03-06	Run 5,965	700.00
2010-03-06	Run 5,977	150.00
2010-03-07	Run 6,040	136.81
2010-03-07	Run 6,076	207.50
2010-03-07	Run 6,082	107.00
2010-03-07	Run 6,099	735.00
2010-03-08	Run 6,113	60.00
2010-03-08	Run 6,139	143.00
2010-03-08	Run 6,140	487.59
2010-03-08	Run 6,149	81.66
2010-03-08	Run 6,158	89.75
2010-03-08	Run 6,171	150.00
2010-03-08	Run 6,192	545.00
2010-03-09	Run 6,223	605.00
2010-03-09	Run 6,237	215.00
2010-03-09	Run 6,252	705.00
2010-03-09	Run 6,260	89.17
2010-03-09	Run 6,273	575.00
2010-03-09	Run 6,294	84.36
2010-03-10	Run 6,346	715.00
2010-03-10	Run 6,352	150.00
2010-03-10	Run 6,363	150.00
2010-03-10	Run 6,370	10.00
2010-03-10	Run 6,373	695.00
2010-03-10	Run 6,382	119.82
2010-03-10	Run 6,387	111.00
2010-03-10	Run 6,388	85.71
2010-03-10	Run 6,411	150.00
2010-03-11	Run 6,429	585.00
2010-03-11	Run 6,462	103.10
2010-03-11	Run 6,513	421.41
2010-03-12	Run 6,544	100.00
2010-03-12	Run 6,553	595.00
2010-03-12	Run 6,575	47.55
2010-03-12	Run 6,594	725.00
2010-03-12	Run 6,614	507.00
2010-03-12	Run 6,625	109.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-03-12	Run 6,629	50.00
2010-03-13	Run 6,668	595.00
2010-03-13	Run 6,676	64.22
2010-03-13	Run 6,682	805.00
2010-03-14	Run 6,759	745.00
2010-03-14	Run 6,769	81.66
2010-03-14	Run 6,771	695.00
2010-03-14	Run 6,786	675.00
2010-03-14	Run 6,787	120.00
2010-03-14	Run 6,801	100.00
2010-03-15	Run 6,848	605.00
2010-03-15	Run 6,870	605.00
2010-03-15	Run 6,892	44.09
2010-03-16	Run 6,948	308.67
2010-03-16	Run 6,969	665.00
2010-03-16	Run 6,994	625.00
2010-03-16	Run 7,010	675.00
2010-03-17	Run 7,031	655.00
2010-03-17	Run 7,052	535.00
2010-03-17	Run 7,060	615.00
2010-03-17	Run 7,080	64.22
2010-03-17	Run 7,096	334.55
2010-03-18	Run 7,112	81.66
2010-03-18	Run 7,116	695.00
2010-03-18	Run 7,170	825.00
2010-03-18	Run 7,174	695.00
2010-03-18	Run 7,187	123.00
2010-03-18	Run 7,191	100.00
2010-03-19	Run 7,201	545.00
2010-03-19	Run 7,240	585.00
2010-03-19	Run 7,243	650.00
2010-03-19	Run 7,254	100.00
2010-03-19	Run 7,256	150.00
2010-03-19	Run 7,261	150.00
2010-03-19	Run 7,296	805.00
2010-03-20	Run 7,349	540.00
2010-03-20	Run 7,363	150.00
2010-03-20	Run 7,364	100.00
2010-03-20	Run 7,368	795.00
2010-03-20	Run 7,371	119.00
2010-03-21	Run 7,430	100.00
2010-03-21	Run 7,472	100.00
2010-03-22	Run 7,491	351.00
2010-03-22	Run 7,497	702.02
2010-03-22	Run 7,504	110.00
2010-03-22	Run 7,534	695.00
2010-03-22	Run 7,556	319.97
2010-03-22	Run 7,634	665.00
2010-03-23	Run 7,612	170.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-03-23	Run 7,625	113.00
2010-03-24	Run 7,631	595.00
2010-03-24	Run 7,632	625.00
2010-03-24	Run 7,642	100.00
2010-03-24	Run 7,663	121.00
2010-03-24	Run 7,679	565.00
2010-03-24	Run 7,689	150.00
2010-03-24	Run 7,723	705.00
2010-03-25	Run 7,747	705.00
2010-03-25	Run 7,764	534.99
2010-03-25	Run 7,767	111.00
2010-03-25	Run 7,774	119.00
2010-03-25	Run 7,778	123.00
2010-03-25	Run 7,780	73.66
2010-03-25	Run 7,799	90.00
2010-03-25	Run 7,806	780.00
2010-03-25	Run 7,808	770.00
2010-03-25	Run 7,811	73.66
2010-03-25	Run 7,822	550.00
2010-03-25	Run 7,835	625.00
2010-03-26	Run 7,739	3.33
2010-03-26	Run 7,862	605.00
2010-03-26	Run 7,891	150.00
2010-03-26	Run 7,892	675.00
2010-03-26	Run 7,905	735.00
2010-03-26	Run 7,906	585.00
2010-03-26	Run 7,907	117.00
2010-03-26	Run 7,911	725.00
2010-03-26	Run 7,923	10.00
2010-03-26	Run 7,927	695.00
2010-03-26	Run 7,937	100.00
2010-03-26	Run 7,939	565.00
2010-03-26	Run 7,959	545.00
2010-03-26	Run 7,962	100.00
2010-03-27	Run 8,002	605.00
2010-03-27	Run 8,009	361.70
2010-03-27	Run 8,013	585.00
2010-03-27	Run 8,017	141.00
2010-03-27	Run 8,018	150.00
2010-03-27	Run 8,027	605.00
2010-03-27	Run 8,030	815.00
2010-03-27	Run 8,039	419.16
2010-03-28	Run 8,044	725.00
2010-03-28	Run 8,058	106.00
2010-03-28	Run 8,059	107.00
2010-03-28	Run 8,064	68.26
2010-03-28	Run 8,069	535.00
2010-03-28	Run 8,074	247.75
2010-03-28	Run 8,176	372.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-03-28	Run 8,181	635.00
2010-03-28	Run 8,194	150.00
2010-03-28	Run 8,377	575.00
2010-03-29	Run 8,095	715.00
2010-03-29	Run 8,104	570.00
2010-03-29	Run 8,105	570.00
2010-03-29	Run 8,115	550.00
2010-03-29	Run 8,117	533.00
2010-03-29	Run 8,125	615.00
2010-03-29	Run 8,334	605.00
2010-03-29	Run 8,344	149.00
2010-03-29	Run 8,351	575.33
2010-03-30	Run 8,258	765.00
2010-03-30	Run 8,259	555.00
2010-03-30	Run 8,266	705.00
2010-03-30	Run 8,268	675.00
2010-03-30	Run 8,269	685.00
2010-03-30	Run 8,292	675.00
2010-03-30	Run 8,299	705.00
2010-03-30	Run 8,302	176.70
2010-03-30	Run 8,304	141.68
2010-03-30	Run 8,310	785.00
2010-03-30	Run 8,319	111.00
2010-03-30	Run 8,320	545.00
2010-03-30	Run 8,321	635.00
2010-03-30	Run 8,324	625.00
2010-03-30	Run 8,329	545.00
2010-03-30	Run 8,332	675.00
2010-03-30	Run 8,362	10.00
2010-03-30	Run 8,370	635.00
2010-03-30	Run 8,371	775.00
2010-03-30	Run 8,374	605.00
2010-03-31	Run 8,400	835.00
2010-03-31	Run 8,417	705.00
2010-03-31	Run 8,421	64.22
2010-03-31	Run 8,429	150.00
2010-03-31	Run 8,434	233.39
2010-03-31	Run 8,440	409.15
2010-03-31	Run 8,444	150.00
2010-03-31	Run 8,456	535.00
2010-04-01	Run 8,472	100.00
2010-04-01	Run 8,484	653.11
2010-04-01	Run 8,493	735.00
2010-04-01	Run 8,497	605.00
2010-04-01	Run 8,501	625.00
2010-04-01	Run 8,503	575.00
2010-04-01	Run 8,505	150.00
2010-04-01	Run 8,515	715.00
2010-04-01	Run 8,522	121.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-04-01	Run 8,528	150.00
2010-04-01	Run 8,531	585.00
2010-04-01	Run 8,532	288.54
2010-04-01	Run 8,541	1,035.00
2010-04-02	Run 8,562	605.00
2010-04-02	Run 8,564	100.00
2010-04-02	Run 8,567	150.00
2010-04-02	Run 8,590	129.48
2010-04-02	Run 8,594	705.00
2010-04-02	Run 8,601	835.00
2010-04-02	Run 8,602	100.00
2010-04-02	Run 8,609	755.00
2010-04-02	Run 8,628	745.00
2010-04-03	Run 8,726	835.00
2010-04-03	Run 8,730	665.00
2010-04-03	Run 8,746	745.00
2010-04-03	Run 8,747	615.00
2010-04-03	Run 8,753	121.00
2010-04-03	Run 8,757	20.00
2010-04-03	Run 8,760	785.00
2010-04-03	Run 8,761	725.00
2010-04-03	Run 8,767	590.00
2010-04-03	Run 8,770	137.00
2010-04-03	Run 8,780	150.00
2010-04-03	Run 8,789	150.00
2010-04-03	Run 8,797	241.27
2010-04-03	Run 8,814	745.00
2010-04-04	Run 8,636	685.00
2010-04-04	Run 8,642	65.57
2010-04-04	Run 8,644	605.00
2010-04-04	Run 8,645	121.00
2010-04-04	Run 8,646	585.00
2010-04-04	Run 8,651	60.00
2010-04-04	Run 8,656	150.00
2010-04-04	Run 8,657	565.00
2010-04-04	Run 8,662	150.00
2010-04-04	Run 8,669	119.00
2010-04-04	Run 8,672	206.00
2010-04-04	Run 8,686	108.00
2010-04-04	Run 8,688	134.95
2010-04-04	Run 8,697	645.00
2010-04-04	Run 8,699	535.00
2010-04-05	Run 8,827	555.00
2010-04-05	Run 8,829	805.00
2010-04-05	Run 8,841	549.00
2010-04-05	Run 8,845	83.01
2010-04-05	Run 8,853	507.60
2010-04-05	Run 8,872	725.00
2010-04-05	Run 8,895	715.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-04-05	Run 8,898	705.00
2010-04-05	Run 9,001	656.24
2010-04-06	Run 8,915	755.00
2010-04-06	Run 8,929	150.00
2010-04-06	Run 8,941	451.24
2010-04-06	Run 8,945	820.00
2010-04-06	Run 8,959	705.00
2010-04-06	Run 8,960	565.00
2010-04-06	Run 8,964	665.00
2010-04-06	Run 8,973	111.00
2010-04-06	Run 8,981	555.00
2010-04-06	Run 8,988	635.00
2010-04-06	Run 8,991	655.00
2010-04-06	Run 8,995	805.00
2010-04-06	Run 8,996	80.92
2010-04-07	Run 9,025	810.00
2010-04-07	Run 9,028	695.00
2010-04-07	Run 9,031	75.00
2010-04-07	Run 9,032	715.00
2010-04-07	Run 9,036	84.36
2010-04-07	Run 9,049	40.00
2010-04-07	Run 9,064	450.00
2010-04-07	Run 9,074	95.10
2010-04-07	Run 9,082	217.50
2010-04-07	Run 9,088	42.55
2010-04-07	Run 9,102	150.00
2010-04-07	Run 9,120	67.50
2010-04-08	Run 9,134	595.00
2010-04-08	Run 9,178	463.66
2010-04-08	Run 9,185	645.00
2010-04-08	Run 9,186	685.00
2010-04-08	Run 9,191	150.00
2010-04-08	Run 9,200	83.28
2010-04-08	Run 9,203	535.00
2010-04-08	Run 9,205	705.00
2010-04-08	Run 9,206	675.00
2010-04-09	Run 9,219	150.00
2010-04-09	Run 9,229	765.00
2010-04-09	Run 9,277	695.00
2010-04-09	Run 9,278	150.00
2010-04-09	Run 9,283	364.13
2010-04-09	Run 9,288	790.00
2010-04-09	Run 9,294	144.75
2010-04-09	Run 9,296	100.00
2010-04-09	Run 9,307	430.00
2010-04-09	Run 9,310	615.00
2010-04-09	Run 9,312	635.00
2010-04-09	Run 9,314	545.00
2010-04-10	Run 9,320	635.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-04-10	Run 9,330	675.00
2010-04-10	Run 9,336	655.00
2010-04-10	Run 9,350	715.00
2010-04-10	Run 9,359	109.00
2010-04-10	Run 9,394	725.00
2010-04-10	Run 9,399	545.00
2010-04-11	Run 9,427	695.00
2010-04-11	Run 9,428	595.00
2010-04-11	Run 9,453	84.50
2010-04-11	Run 9,456	150.00
2010-04-11	Run 9,458	735.00
2010-04-11	Run 9,466	63.75
2010-04-11	Run 9,477	105.60
2010-04-11	Run 9,478	46.05
2010-04-11	Run 9,480	775.00
2010-04-12	Run 10,131	535.00
2010-04-12	Run 9,504	150.00
2010-04-12	Run 9,523	226.27
2010-04-12	Run 9,524	775.00
2010-04-12	Run 9,525	81.66
2010-04-12	Run 9,532	755.00
2010-04-12	Run 9,535	75.00
2010-04-12	Run 9,537	106.00
2010-04-12	Run 9,540	100.00
2010-04-12	Run 9,544	110.00
2010-04-12	Run 9,546	565.00
2010-04-12	Run 9,556	755.00
2010-04-12	Run 9,562	815.00
2010-04-12	Run 9,564	545.00
2010-04-12	Run 9,572	735.00
2010-04-12	Run 9,574	735.00
2010-04-13	Run 9,603	635.00
2010-04-13	Run 9,606	665.00
2010-04-13	Run 9,609	100.00
2010-04-13	Run 9,623	535.00
2010-04-13	Run 9,624	705.00
2010-04-13	Run 9,627	705.00
2010-04-13	Run 9,631	107.00
2010-04-13	Run 9,635	745.00
2010-04-13	Run 9,636	545.00
2010-04-13	Run 9,637	545.00
2010-04-13	Run 9,641	100.00
2010-04-13	Run 9,650	725.00
2010-04-13	Run 9,661	815.00
2010-04-13	Run 9,667	145.00
2010-04-13	Run 9,671	100.00
2010-04-13	Run 9,677	76.35
2010-04-13	Run 9,679	725.00
2010-04-13	Run 9,683	436.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-04-13	Run 9,685	605.00
2010-04-13	Run 9,686	420.00
2010-04-14	Run 9,688	729.06
2010-04-14	Run 9,700	535.00
2010-04-14	Run 9,730	595.00
2010-04-14	Run 9,733	705.00
2010-04-14	Run 9,740	535.00
2010-04-14	Run 9,744	755.00
2010-04-14	Run 9,745	115.00
2010-04-14	Run 9,756	223.23
2010-04-15	Run 9,760	100.00
2010-04-15	Run 9,768	735.00
2010-04-15	Run 9,771	665.00
2010-04-15	Run 9,789	775.00
2010-04-15	Run 9,801	100.00
2010-04-15	Run 9,802	555.00
2010-04-15	Run 9,808	283.22
2010-04-15	Run 9,813	565.00
2010-04-15	Run 9,816	725.00
2010-04-15	Run 9,824	244.05
2010-04-15	Run 9,830	535.00
2010-04-15	Run 9,837	575.00
2010-04-15	Run 9,838	645.00
2010-04-15	Run 9,844	725.00
2010-04-15	Run 9,847	725.00
2010-04-15	Run 9,851	150.00
2010-04-15	Run 9,852	715.00
2010-04-15	Run 9,853	535.00
2010-04-16	Run 9,876	113.00
2010-04-16	Run 9,891	100.00
2010-04-16	Run 9,901	660.00
2010-04-16	Run 9,905	331.14
2010-04-16	Run 9,906	20.00
2010-04-16	Run 9,907	695.00
2010-04-16	Run 9,917	76.27
2010-04-16	Run 9,931	287.42
2010-04-16	Run 9,934	765.00
2010-04-16	Run 9,939	625.00
2010-04-16	Run 9,941	100.00
2010-04-16	Run 9,942	160.00
2010-04-16	Run 9,947	20.00
2010-04-16	Run 9,949	585.00
2010-04-16	Run 9,950	240.20
2010-04-16	Run 9,951	81.66
2010-04-16	Run 9,952	605.00
2010-04-16	Run 9,953	545.00
2010-04-16	Run 9,954	705.00
2010-04-17	Run 10,000	150.00
2010-04-17	Run 10,005	109.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-04-17	Run 10,015	815.00
2010-04-17	Run 10,016	715.00
2010-04-17	Run 10,025	530.00
2010-04-17	Run 10,026	106.00
2010-04-17	Run 10,036	715.00
2010-04-17	Run 10,040	605.00
2010-04-17	Run 10,043	150.00
2010-04-17	Run 10,046	500.00
2010-04-17	Run 10,050	835.00
2010-04-17	Run 10,054	665.00
2010-04-17	Run 9,964	150.00
2010-04-17	Run 9,965	458.36
2010-04-17	Run 9,966	675.00
2010-04-17	Run 9,975	615.00
2010-04-17	Run 9,979	555.00
2010-04-17	Run 9,987	66.92
2010-04-17	Run 9,991	586.02
2010-04-17	Run 9,995	10.00
2010-04-17	Run 9,997	100.00
2010-04-18	Run 10,070	143.00
2010-04-18	Run 10,078	150.00
2010-04-18	Run 10,085	565.00
2010-04-18	Run 10,087	665.00
2010-04-18	Run 10,088	725.00
2010-04-18	Run 10,106	119.00
2010-04-18	Run 10,120	595.00
2010-04-18	Run 10,122	87.05
2010-04-18	Run 10,124	565.00
2010-04-18	Run 10,125	555.00
2010-04-18	Run 10,128	765.00
2010-04-18	Run 10,225	725.00
2010-04-18	Run 10,229	114.44
2010-04-18	Run 10,231	163.00
2010-04-18	Run 10,232	107.86
2010-04-18	Run 9,861	20.00
2010-04-18	Run 9,866	645.00
2010-04-18	Run 9,869	615.00
2010-04-19	Run 10,136	133.00
2010-04-19	Run 10,139	655.00
2010-04-19	Run 10,142	555.00
2010-04-19	Run 10,146	885.00
2010-04-19	Run 10,149	150.00
2010-04-19	Run 10,168	45.55
2010-04-19	Run 10,171	60.00
2010-04-19	Run 10,172	725.00
2010-04-19	Run 10,175	150.00
2010-04-19	Run 10,176	705.00
2010-04-19	Run 10,181	575.00
2010-04-19	Run 10,186	785.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-04-19	Run 10,193	695.00
2010-04-19	Run 10,199	655.00
2010-04-19	Run 10,208	695.00
2010-04-19	Run 10,211	835.00
2010-04-19	Run 10,216	535.00
2010-04-19	Run 10,220	635.00
2010-04-19	Run 10,346	560.00
2010-04-20	Run 10,247	545.00
2010-04-20	Run 10,248	575.00
2010-04-20	Run 10,250	675.00
2010-04-20	Run 10,251	88.40
2010-04-20	Run 10,266	100.00
2010-04-20	Run 10,269	585.00
2010-04-20	Run 10,280	166.50
2010-04-20	Run 10,299	150.00
2010-04-20	Run 10,314	565.00
2010-04-20	Run 10,323	100.00
2010-04-20	Run 10,339	545.00
2010-04-21	Run 10,351	84.36
2010-04-21	Run 10,355	585.00
2010-04-21	Run 10,359	625.00
2010-04-21	Run 10,362	575.00
2010-04-21	Run 10,365	133.00
2010-04-21	Run 10,381	165.00
2010-04-21	Run 10,403	605.00
2010-04-21	Run 10,404	20.00
2010-04-21	Run 10,405	60.00
2010-04-21	Run 10,406	575.00
2010-04-21	Run 10,410	705.00
2010-04-21	Run 10,414	550.00
2010-04-21	Run 10,424	150.00
2010-04-21	Run 10,427	765.00
2010-04-21	Run 10,438	545.00
2010-04-21	Run 10,447	150.00
2010-04-21	Run 10,452	625.00
2010-04-21	Run 10,460	905.00
2010-04-21	Run 10,464	765.00
2010-04-22	Run 10,483	595.00
2010-04-22	Run 10,489	113.00
2010-04-22	Run 10,492	605.00
2010-04-22	Run 10,500	535.00
2010-04-22	Run 10,501	535.00
2010-04-22	Run 10,510	223.00
2010-04-22	Run 10,513	60.00
2010-04-22	Run 10,525	100.00
2010-04-22	Run 10,536	210.40
2010-04-22	Run 10,551	535.00
2010-04-22	Run 10,556	60.00
2010-04-23	Run 10,563	350.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-04-23	Run 10,575	545.00
2010-04-23	Run 10,587	755.00
2010-04-23	Run 10,594	775.00
2010-04-23	Run 10,597	555.00
2010-04-23	Run 10,636	575.00
2010-04-23	Run 10,639	84.36
2010-04-23	Run 10,654	505.00
2010-04-23	Run 10,655	256.15
2010-04-23	Run 10,658	735.00
2010-04-23	Run 10,660	685.00
2010-04-23	Run 10,661	765.00
2010-04-23	Run 10,662	715.00
2010-04-23	Run 10,675	106.00
2010-04-23	Run 10,676	530.00
2010-04-23	Run 10,860	785.00
2010-04-24	Run 10,711	675.00
2010-04-24	Run 10,712	150.00
2010-04-24	Run 10,746	150.00
2010-04-24	Run 10,753	545.00
2010-04-24	Run 10,755	555.00
2010-04-24	Run 10,759	685.00
2010-04-24	Run 10,760	505.00
2010-04-25	Run 10,568	150.00
2010-04-25	Run 10,771	150.00
2010-04-25	Run 10,774	72.31
2010-04-25	Run 10,778	645.00
2010-04-25	Run 10,781	620.00
2010-04-25	Run 10,784	535.00
2010-04-25	Run 10,787	89.60
2010-04-25	Run 10,793	88.40
2010-04-25	Run 10,800	555.00
2010-04-25	Run 10,810	150.00
2010-04-25	Run 10,811	725.00
2010-04-25	Run 10,814	715.00
2010-04-25	Run 10,822	835.00
2010-04-25	Run 10,823	555.00
2010-04-25	Run 10,829	845.00
2010-04-25	Run 10,842	110.00
2010-04-25	Run 10,843	550.00
2010-04-25	Run 10,845	66.92
2010-04-25	Run 10,846	615.00
2010-04-25	Run 10,848	64.22
2010-04-25	Run 10,855	575.00
2010-04-25	Run 10,967	555.00
2010-04-26	Run 10,878	715.00
2010-04-26	Run 10,879	150.00
2010-04-26	Run 10,893	110.00
2010-04-26	Run 10,897	535.00
2010-04-26	Run 10,899	535.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-04-26	Run 10,903	565.00
2010-04-26	Run 10,904	665.00
2010-04-26	Run 10,906	110.00
2010-04-26	Run 10,909	595.00
2010-04-26	Run 10,910	605.00
2010-04-26	Run 10,921	150.00
2010-04-26	Run 10,926	20.00
2010-04-26	Run 10,931	150.00
2010-04-26	Run 10,934	745.00
2010-04-26	Run 10,948	84.36
2010-04-26	Run 10,962	715.00
2010-04-26	Run 10,963	715.00
2010-04-27	Run 10,982	175.00
2010-04-27	Run 11,010	545.00
2010-04-27	Run 11,016	845.00
2010-04-27	Run 11,022	110.00
2010-04-27	Run 11,023	645.00
2010-04-27	Run 11,034	915.00
2010-04-27	Run 11,035	100.00
2010-04-27	Run 11,040	770.00
2010-04-27	Run 11,049	755.00
2010-04-27	Run 11,052	725.00
2010-04-28	Run 11,070	755.00
2010-04-28	Run 11,079	100.00
2010-04-28	Run 11,090	755.00
2010-04-28	Run 11,092	455.34
2010-04-28	Run 11,096	555.00
2010-04-28	Run 11,099	830.00
2010-04-28	Run 11,103	50.00
2010-04-28	Run 11,109	535.00
2010-04-28	Run 11,113	150.00
2010-04-28	Run 11,122	705.00
2010-04-28	Run 11,124	675.00
2010-04-28	Run 11,131	725.00
2010-04-28	Run 11,134	361.40
2010-04-28	Run 11,140	565.00
2010-04-29	Run 11,147	735.00
2010-04-29	Run 11,156	217.50
2010-04-29	Run 11,178	685.00
2010-04-29	Run 11,179	835.00
2010-04-29	Run 11,191	150.00
2010-04-29	Run 11,193	605.00
2010-04-29	Run 11,195	110.00
2010-04-29	Run 11,196	565.00
2010-04-29	Run 11,227	129.00
2010-04-29	Run 11,230	460.00
2010-04-29	Run 11,238	615.00
2010-04-30	Run 11,268	635.00
2010-04-30	Run 11,272	725.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-04-30	Run 11,299	56.66
2010-04-30	Run 11,304	575.00
2010-04-30	Run 11,314	695.00
2010-04-30	Run 11,319	150.00
2010-04-30	Run 11,336	150.00
2010-04-30	Run 11,339	695.00
2010-04-30	Run 11,340	565.00
2010-04-30	Run 11,347	675.00
2010-05-01	Run 11,355	915.00
2010-05-01	Run 11,356	72.31
2010-05-01	Run 11,367	635.00
2010-05-01	Run 11,373	735.00
2010-05-01	Run 11,391	113.00
2010-05-01	Run 11,397	595.00
2010-05-01	Run 11,410	595.00
2010-05-01	Run 11,422	321.00
2010-05-01	Run 11,424	545.00
2010-05-01	Run 11,427	725.00
2010-05-01	Run 11,432	76.27
2010-05-02	Run 11,442	735.00
2010-05-02	Run 11,446	585.00
2010-05-02	Run 11,447	765.00
2010-05-02	Run 11,452	725.00
2010-05-02	Run 11,475	150.00
2010-05-02	Run 11,476	635.00
2010-05-02	Run 11,489	785.00
2010-05-02	Run 11,490	575.00
2010-05-02	Run 11,493	735.00
2010-05-02	Run 11,494	103.23
2010-05-02	Run 11,501	745.00
2010-05-02	Run 11,513	635.00
2010-05-02	Run 11,514	535.00
2010-05-03	Run 11,525	83.50
2010-05-03	Run 11,532	615.00
2010-05-03	Run 11,536	171.00
2010-05-03	Run 11,543	575.00
2010-05-03	Run 11,559	555.00
2010-05-03	Run 11,562	555.00
2010-05-03	Run 11,576	745.00
2010-05-03	Run 11,583	715.00
2010-05-03	Run 11,592	565.00
2010-05-03	Run 11,594	125.00
2010-05-03	Run 11,611	695.00
2010-05-04	Run 11,621	625.00
2010-05-04	Run 11,622	705.00
2010-05-04	Run 11,625	575.00
2010-05-04	Run 11,647	685.00
2010-05-04	Run 11,650	150.00
2010-05-04	Run 11,681	150.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-05-04	Run 11,692	645.00
2010-05-04	Run 11,693	685.00
2010-05-04	Run 11,696	795.00
2010-05-04	Run 11,702	725.00
2010-05-04	Run 11,703	625.00
2010-05-05	Run 11,715	535.00
2010-05-05	Run 11,717	150.00
2010-05-05	Run 11,719	635.00
2010-05-05	Run 11,726	725.00
2010-05-05	Run 11,728	385.24
2010-05-05	Run 11,730	825.00
2010-05-05	Run 11,733	715.00
2010-05-05	Run 11,737	77.70
2010-05-05	Run 11,744	545.00
2010-05-05	Run 11,755	585.00
2010-05-05	Run 11,757	695.00
2010-05-05	Run 11,764	129.00
2010-05-05	Run 11,776	715.00
2010-05-05	Run 11,781	715.00
2010-05-05	Run 11,782	655.00
2010-05-05	Run 11,787	535.00
2010-05-05	Run 11,789	100.00
2010-05-05	Run 11,790	755.00
2010-05-05	Run 11,791	150.00
2010-05-05	Run 11,795	520.00
2010-05-05	Run 11,800	735.00
2010-05-05	Run 11,801	675.00
2010-05-06	Run 11,802	725.00
2010-05-06	Run 11,803	150.00
2010-05-06	Run 11,804	605.00
2010-05-06	Run 11,805	695.00
2010-05-06	Run 11,807	705.00
2010-05-06	Run 11,813	725.00
2010-05-06	Run 11,814	705.00
2010-05-06	Run 11,819	1,065.00
2010-05-06	Run 11,834	565.00
2010-05-06	Run 11,840	555.00
2010-05-06	Run 11,844	735.00
2010-05-06	Run 11,849	845.00
2010-05-06	Run 11,852	735.00
2010-05-06	Run 11,861	725.00
2010-05-06	Run 11,864	755.00
2010-05-06	Run 11,866	715.00
2010-05-06	Run 11,874	150.00
2010-05-06	Run 11,882	705.00
2010-05-06	Run 11,886	765.00
2010-05-06	Run 11,895	745.00
2010-05-06	Run 11,904	150.00
2010-05-07	Run 11,910	545.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-05-07	Run 11,922	775.00
2010-05-07	Run 11,924	755.00
2010-05-07	Run 11,925	805.00
2010-05-07	Run 11,926	645.00
2010-05-07	Run 11,927	725.00
2010-05-07	Run 11,933	275.00
2010-05-07	Run 11,944	585.00
2010-05-07	Run 11,980	545.00
2010-05-07	Run 11,984	775.00
2010-05-07	Run 11,986	695.00
2010-05-07	Run 11,992	705.00
2010-05-07	Run 11,993	578.06
2010-05-07	Run 11,995	555.00
2010-05-07	Run 12,000	615.00
2010-05-07	Run 12,003	595.00
2010-05-08	Run 11,914	595.00
2010-05-08	Run 11,916	147.42
2010-05-08	Run 12,015	725.00
2010-05-08	Run 12,020	1,185.00
2010-05-08	Run 12,027	665.00
2010-05-08	Run 12,029	555.00
2010-05-08	Run 12,030	695.00
2010-05-08	Run 12,034	150.00
2010-05-08	Run 12,039	555.00
2010-05-08	Run 12,040	755.00
2010-05-08	Run 12,041	655.00
2010-05-08	Run 12,056	625.00
2010-05-08	Run 12,062	755.00
2010-05-08	Run 12,082	685.00
2010-05-08	Run 12,084	575.00
2010-05-08	Run 12,088	665.00
2010-05-09	Run 11,917	675.00
2010-05-09	Run 12,092	535.00
2010-05-09	Run 12,094	705.00
2010-05-09	Run 12,096	100.00
2010-05-09	Run 12,098	765.00
2010-05-09	Run 12,115	705.00
2010-05-09	Run 12,118	735.00
2010-05-09	Run 12,125	185.40
2010-05-09	Run 12,142	725.00
2010-05-09	Run 12,145	565.00
2010-05-09	Run 12,156	31.05
2010-05-09	Run 12,157	745.00
2010-05-10	Run 12,181	675.00
2010-05-10	Run 12,198	715.00
2010-05-10	Run 12,202	665.00
2010-05-10	Run 12,207	150.00
2010-05-10	Run 12,208	665.00
2010-05-10	Run 12,209	244.05

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-05-10	Run 12,216	150.00
2010-05-10	Run 12,217	49.55
2010-05-10	Run 12,222	82.30
2010-05-10	Run 12,223	555.00
2010-05-10	Run 12,227	150.00
2010-05-10	Run 12,229	150.00
2010-05-10	Run 12,238	112.00
2010-05-10	Run 12,242	645.00
2010-05-10	Run 12,248	575.00
2010-05-10	Run 12,249	745.00
2010-05-10	Run 12,254	595.00
2010-05-11	Run 12,279	735.00
2010-05-11	Run 12,281	625.00
2010-05-11	Run 12,291	545.00
2010-05-11	Run 12,298	545.00
2010-05-11	Run 12,317	725.00
2010-05-11	Run 12,322	565.00
2010-05-11	Run 12,331	100.00
2010-05-11	Run 12,332	705.00
2010-05-11	Run 12,333	725.00
2010-05-11	Run 12,341	695.00
2010-05-11	Run 12,343	705.00
2010-05-11	Run 12,345	575.00
2010-05-11	Run 12,352	655.00
2010-05-11	Run 12,353	595.00
2010-05-11	Run 12,355	695.00
2010-05-11	Run 12,357	895.00
2010-05-11	Run 12,364	655.00
2010-05-12	Run 12,369	605.00
2010-05-12	Run 12,370	89.00
2010-05-12	Run 12,371	535.00
2010-05-12	Run 12,376	745.00
2010-05-12	Run 12,377	545.00
2010-05-12	Run 12,381	345.76
2010-05-12	Run 12,387	647.79
2010-05-12	Run 12,397	83.01
2010-05-12	Run 12,413	635.00
2010-05-12	Run 12,419	735.00
2010-05-12	Run 12,423	615.00
2010-05-12	Run 12,425	360.19
2010-05-12	Run 12,426	745.00
2010-05-12	Run 12,428	805.00
2010-05-12	Run 12,435	565.00
2010-05-12	Run 12,443	655.00
2010-05-12	Run 12,444	795.00
2010-05-12	Run 12,445	575.00
2010-05-12	Run 12,449	605.00
2010-05-12	Run 12,451	68.26
2010-05-12	Run 12,469	1,075.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-05-12	Run 12,470	945.00
2010-05-13	Run 12,475	530.00
2010-05-13	Run 12,483	665.00
2010-05-13	Run 12,484	795.00
2010-05-13	Run 12,495	76.27
2010-05-13	Run 12,498	595.00
2010-05-13	Run 12,515	149.00
2010-05-13	Run 12,529	585.00
2010-05-14	Run 12,559	550.00
2010-05-14	Run 12,565	603.72
2010-05-14	Run 12,573	575.00
2010-05-14	Run 12,577	715.00
2010-05-14	Run 12,626	100.00
2010-05-14	Run 12,629	605.00
2010-05-14	Run 12,634	480.00
2010-05-14	Run 12,640	100.00
2010-05-14	Run 12,641	575.00
2010-05-14	Run 12,650	595.00
2010-05-14	Run 12,651	595.00
2010-05-14	Run 12,652	615.00
2010-05-14	Run 12,658	615.00
2010-05-14	Run 12,663	150.00
2010-05-14	Run 12,667	585.00
2010-05-14	Run 12,670	150.00
2010-05-14	Run 12,671	635.00
2010-05-14	Run 12,674	795.00
2010-05-14	Run 12,677	805.00
2010-05-14	Run 12,685	505.00
2010-05-14	Run 12,694	100.00
2010-05-14	Run 12,696	460.00
2010-05-14	Run 12,699	535.00
2010-05-14	Run 12,701	645.00
2010-05-14	Run 12,704	595.24
2010-05-14	Run 12,707	815.00
2010-05-14	Run 12,714	535.00
2010-05-14	Run 12,716	585.00
2010-05-14	Run 12,719	765.00
2010-05-14	Run 12,720	705.00
2010-05-14	Run 12,721	575.00
2010-05-14	Run 12,722	565.00
2010-05-15	Run 12,568	465.75
2010-05-15	Run 12,585	635.00
2010-05-15	Run 12,594	655.00
2010-05-15	Run 12,595	545.00
2010-05-15	Run 12,728	545.00
2010-05-15	Run 12,734	785.00
2010-05-15	Run 12,735	725.00
2010-05-15	Run 12,738	745.00
2010-05-15	Run 12,739	100.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-05-15	Run 12,742	545.00
2010-05-15	Run 12,745	3.39
2010-05-15	Run 12,755	685.00
2010-05-15	Run 12,756	725.00
2010-05-15	Run 12,763	595.00
2010-05-15	Run 12,765	555.00
2010-05-15	Run 12,768	695.00
2010-05-15	Run 12,780	74.40
2010-05-15	Run 12,785	535.00
2010-05-15	Run 12,791	665.00
2010-05-15	Run 12,794	715.00
2010-05-16	Run 12,591	605.00
2010-05-16	Run 12,592	615.00
2010-05-16	Run 12,599	631.00
2010-05-16	Run 12,600	565.00
2010-05-16	Run 12,603	755.00
2010-05-16	Run 12,609	630.00
2010-05-16	Run 12,613	545.00
2010-05-16	Run 12,618	595.00
2010-05-16	Run 12,805	565.00
2010-05-16	Run 12,806	545.00
2010-05-16	Run 12,807	92.27
2010-05-16	Run 12,810	585.00
2010-05-16	Run 12,813	615.00
2010-05-16	Run 12,829	555.00
2010-05-16	Run 12,833	635.00
2010-05-16	Run 12,836	695.00
2010-05-16	Run 12,842	595.00
2010-05-16	Run 12,846	100.00
2010-05-16	Run 12,851	705.00
2010-05-16	Run 12,857	545.00
2010-05-17	Run 12,878	585.00
2010-05-17	Run 12,910	575.00
2010-05-17	Run 12,911	665.00
2010-05-17	Run 12,916	565.00
2010-05-17	Run 12,917	555.00
2010-05-17	Run 12,918	722.80
2010-05-17	Run 12,919	765.00
2010-05-17	Run 12,921	109.00
2010-05-17	Run 12,936	465.00
2010-05-17	Run 12,939	555.00
2010-05-17	Run 12,941	10.00
2010-05-17	Run 12,944	765.00
2010-05-17	Run 12,954	336.27
2010-05-17	Run 12,959	775.00
2010-05-17	Run 12,962	76.27
2010-05-17	Run 12,965	725.00
2010-05-17	Run 12,976	685.00
2010-05-18	Run 12,977	100.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-05-18	Run 12,983	755.00
2010-05-18	Run 12,988	615.00
2010-05-18	Run 12,997	715.00
2010-05-18	Run 13,001	855.00
2010-05-18	Run 13,013	665.00
2010-05-18	Run 13,016	735.00
2010-05-18	Run 13,021	775.00
2010-05-18	Run 13,025	550.00
2010-05-18	Run 13,034	725.00
2010-05-18	Run 13,036	665.00
2010-05-18	Run 13,038	725.00
2010-05-18	Run 13,041	605.00
2010-05-18	Run 13,042	540.00
2010-05-18	Run 13,043	540.00
2010-05-18	Run 13,045	675.00
2010-05-18	Run 13,048	725.00
2010-05-18	Run 13,050	595.00
2010-05-18	Run 13,054	705.00
2010-05-18	Run 13,055	566.71
2010-05-18	Run 13,062	605.00
2010-05-18	Run 13,073	111.15
2010-05-19	Run 13,081	565.00
2010-05-19	Run 13,087	715.00
2010-05-19	Run 13,089	715.00
2010-05-19	Run 13,094	625.00
2010-05-19	Run 13,116	575.00
2010-05-19	Run 13,120	575.00
2010-05-19	Run 13,138	260.19
2010-05-19	Run 13,140	715.00
2010-05-19	Run 13,141	100.00
2010-05-19	Run 13,147	75.00
2010-05-19	Run 13,164	625.00
2010-05-20	Run 13,092	776.00
2010-05-20	Run 13,150	545.00
2010-05-20	Run 13,151	535.00
2010-05-20	Run 13,172	150.00
2010-05-20	Run 13,179	100.00
2010-05-20	Run 13,181	575.00
2010-05-20	Run 13,196	835.00
2010-05-20	Run 13,201	695.00
2010-05-20	Run 13,204	304.96
2010-05-20	Run 13,215	715.00
2010-05-20	Run 13,221	585.00
2010-05-20	Run 13,222	605.00
2010-05-20	Run 13,223	715.00
2010-05-20	Run 13,239	150.00
2010-05-20	Run 13,242	705.00
2010-05-20	Run 13,243	550.00
2010-05-20	Run 13,244	550.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-05-20	Run 13,246	150.00
2010-05-21	Run 13,247	545.00
2010-05-21	Run 13,256	595.00
2010-05-21	Run 13,257	855.00
2010-05-21	Run 13,266	845.00
2010-05-21	Run 13,267	675.00
2010-05-21	Run 13,271	396.38
2010-05-21	Run 13,284	100.00
2010-05-21	Run 13,289	775.00
2010-05-21	Run 13,290	535.00
2010-05-21	Run 13,291	535.00
2010-05-21	Run 13,292	78.97
2010-05-21	Run 13,293	655.00
2010-05-21	Run 13,298	705.00
2010-05-21	Run 13,305	615.00
2010-05-21	Run 13,311	63.00
2010-05-21	Run 13,312	535.00
2010-05-21	Run 13,315	585.00
2010-05-21	Run 13,317	595.00
2010-05-21	Run 13,321	615.00
2010-05-21	Run 13,326	100.00
2010-05-21	Run 13,332	745.00
2010-05-21	Run 13,343	555.00
2010-05-21	Run 13,355	655.00
2010-05-21	Run 13,359	755.00
2010-05-21	Run 13,364	535.00
2010-05-21	Run 13,367	765.00
2010-05-22	Run 13,369	775.00
2010-05-22	Run 13,374	675.00
2010-05-22	Run 13,375	565.00
2010-05-22	Run 13,377	535.00
2010-05-22	Run 13,384	555.00
2010-05-22	Run 13,385	70.96
2010-05-22	Run 13,388	715.00
2010-05-22	Run 13,400	705.00
2010-05-22	Run 13,405	715.00
2010-05-22	Run 13,406	100.00
2010-05-22	Run 13,407	775.00
2010-05-22	Run 13,409	565.00
2010-05-22	Run 13,428	545.00
2010-05-22	Run 13,433	113.00
2010-05-22	Run 13,446	595.00
2010-05-22	Run 13,605	765.00
2010-05-22	Run 13,607	535.00
2010-05-22	Run 13,608	373.50
2010-05-22	Run 13,612	795.00
2010-05-22	Run 13,616	150.00
2010-05-23	Run 13,469	625.00
2010-05-23	Run 13,471	302.98

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-05-23	Run 13,475	645.00
2010-05-23	Run 13,483	715.00
2010-05-23	Run 13,492	625.00
2010-05-23	Run 13,498	695.00
2010-05-23	Run 13,500	735.00
2010-05-23	Run 13,506	585.00
2010-05-23	Run 13,524	585.00
2010-05-23	Run 13,525	695.00
2010-05-23	Run 13,529	735.00
2010-05-23	Run 13,532	735.00
2010-05-23	Run 13,538	595.00
2010-05-23	Run 13,625	399.04
2010-05-23	Run 13,628	575.00
2010-05-23	Run 13,632	595.00
2010-05-23	Run 13,718	795.00
2010-05-23	Run 13,719	430.00
2010-05-24	Run 13,392	555.00
2010-05-24	Run 13,456	500.00
2010-05-24	Run 13,457	635.00
2010-05-24	Run 13,458	695.00
2010-05-24	Run 13,549	765.00
2010-05-24	Run 13,563	66.92
2010-05-24	Run 13,567	755.00
2010-05-24	Run 13,584	535.00
2010-05-24	Run 13,593	537.16
2010-05-24	Run 13,646	100.00
2010-05-24	Run 13,662	605.00
2010-05-24	Run 13,729	595.00
2010-05-24	Run 13,888	555.00
2010-05-24	Run 13,896	220.20
2010-05-25	Run 13,461	108.62
2010-05-25	Run 13,664	605.00
2010-05-25	Run 13,669	535.00
2010-05-25	Run 13,683	705.00
2010-05-25	Run 13,685	150.00
2010-05-25	Run 13,690	685.00
2010-05-25	Run 13,694	535.00
2010-05-25	Run 13,695	675.00
2010-05-25	Run 13,701	88.40
2010-05-25	Run 13,702	815.00
2010-05-25	Run 13,733	675.00
2010-05-25	Run 13,735	73.47
2010-05-25	Run 13,737	605.00
2010-05-25	Run 13,741	565.00
2010-05-25	Run 13,742	555.00
2010-05-25	Run 13,748	705.00
2010-05-25	Run 13,750	705.00
2010-05-25	Run 13,761	535.00
2010-05-25	Run 13,769	745.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-05-25	Run 13,779	535.00
2010-05-25	Run 13,784	36.42
2010-05-25	Run 13,786	625.00
2010-05-26	Run 13,793	150.00
2010-05-26	Run 13,805	545.00
2010-05-26	Run 13,807	555.00
2010-05-26	Run 13,808	705.00
2010-05-26	Run 13,811	605.00
2010-05-26	Run 13,817	90.18
2010-05-26	Run 13,824	90.18
2010-05-26	Run 13,829	665.00
2010-05-26	Run 13,833	535.00
2010-05-26	Run 13,842	545.00
2010-05-26	Run 13,843	765.00
2010-05-26	Run 13,848	655.00
2010-05-26	Run 13,858	695.00
2010-05-26	Run 13,875	150.00
2010-05-26	Run 13,876	725.00
2010-05-26	Run 13,877	565.00
2010-05-26	Run 13,878	750.00
2010-05-26	Run 13,879	765.00
2010-05-26	Run 13,908	865.00
2010-05-26	Run 13,910	76.27
2010-05-26	Run 13,919	695.00
2010-05-26	Run 13,920	575.00
2010-05-27	Run 13,925	535.00
2010-05-27	Run 13,928	545.00
2010-05-27	Run 13,931	343.74
2010-05-27	Run 13,934	535.00
2010-05-27	Run 13,936	675.00
2010-05-27	Run 13,937	25.00
2010-05-27	Run 13,938	565.00
2010-05-27	Run 13,950	127.00
2010-05-27	Run 13,957	695.00
2010-05-27	Run 13,967	605.00
2010-05-27	Run 13,968	100.00
2010-05-27	Run 13,972	81.66
2010-05-27	Run 13,973	615.00
2010-05-27	Run 13,983	84.36
2010-05-27	Run 13,988	775.00
2010-05-27	Run 13,997	585.00
2010-05-27	Run 14,002	595.00
2010-05-27	Run 14,008	635.00
2010-05-27	Run 14,012	150.00
2010-05-27	Run 14,016	795.00
2010-05-27	Run 14,019	775.00
2010-05-27	Run 14,024	565.00
2010-05-27	Run 14,028	725.00
2010-05-27	Run 14,128	695.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-05-27	Run 14,132	775.00
2010-05-28	Run 14,031	735.00
2010-05-28	Run 14,032	781.00
2010-05-28	Run 14,043	585.00
2010-05-28	Run 14,050	150.00
2010-05-28	Run 14,053	575.00
2010-05-28	Run 14,135	565.00
2010-05-28	Run 14,138	755.00
2010-05-28	Run 14,140	535.00
2010-05-28	Run 14,147	775.00
2010-05-28	Run 14,160	595.00
2010-05-28	Run 14,162	755.00
2010-05-28	Run 14,167	765.00
2010-05-28	Run 14,179	256.93
2010-05-28	Run 14,180	775.00
2010-05-28	Run 14,182	645.00
2010-05-28	Run 14,196	605.00
2010-05-28	Run 14,208	100.00
2010-05-28	Run 14,215	565.00
2010-05-28	Run 14,216	735.00
2010-05-28	Run 14,218	755.00
2010-05-28	Run 14,219	595.00
2010-05-29	Run 14,061	655.00
2010-05-29	Run 14,062	695.00
2010-05-29	Run 14,069	545.00
2010-05-29	Run 14,075	595.00
2010-05-29	Run 14,089	150.00
2010-05-29	Run 14,224	735.00
2010-05-29	Run 14,231	705.00
2010-05-29	Run 14,234	495.00
2010-05-29	Run 14,246	745.00
2010-05-29	Run 14,248	150.00
2010-05-29	Run 14,251	535.00
2010-05-29	Run 14,252	765.00
2010-05-29	Run 14,268	635.00
2010-05-29	Run 14,271	585.00
2010-05-29	Run 14,273	665.00
2010-05-29	Run 14,274	655.00
2010-05-29	Run 14,280	555.00
2010-05-29	Run 14,287	545.00
2010-05-30	Run 14,083	530.00
2010-05-30	Run 14,094	116.78
2010-05-30	Run 14,096	715.00
2010-05-30	Run 14,102	542.50
2010-05-30	Run 14,108	545.00
2010-05-30	Run 14,109	292.50
2010-05-30	Run 14,297	755.00
2010-05-30	Run 14,298	100.00
2010-05-30	Run 14,304	735.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-05-30	Run 14,317	675.00
2010-05-30	Run 14,319	150.00
2010-05-30	Run 14,330	665.00
2010-05-30	Run 14,336	150.00
2010-05-30	Run 14,340	545.00
2010-05-30	Run 14,343	535.00
2010-05-30	Run 14,348	545.00
2010-05-30	Run 14,354	100.00
2010-05-31	Run 14,106	545.00
2010-05-31	Run 14,118	81.66
2010-05-31	Run 14,126	635.00
2010-05-31	Run 14,364	775.00
2010-05-31	Run 14,365	685.00
2010-05-31	Run 14,366	685.00
2010-05-31	Run 14,372	595.00
2010-05-31	Run 14,375	730.00
2010-05-31	Run 14,377	685.00
2010-05-31	Run 14,397	85.71
2010-05-31	Run 14,400	413.68
2010-05-31	Run 14,408	565.00
2010-05-31	Run 14,410	805.00
2010-05-31	Run 14,417	615.00
2010-05-31	Run 14,418	81.66
2010-05-31	Run 14,423	605.00
2010-05-31	Run 14,424	635.00
2010-05-31	Run 14,425	220.18
2010-06-01	Run 14,435	605.00
2010-06-01	Run 14,442	674.60
2010-06-01	Run 14,448	705.00
2010-06-01	Run 14,449	605.00
2010-06-01	Run 14,452	20.00
2010-06-01	Run 14,455	535.00
2010-06-01	Run 14,459	755.00
2010-06-01	Run 14,464	575.00
2010-06-01	Run 14,465	715.00
2010-06-01	Run 14,467	545.00
2010-06-01	Run 14,472	835.00
2010-06-01	Run 14,473	595.00
2010-06-01	Run 14,475	745.00
2010-06-01	Run 14,483	795.00
2010-06-01	Run 14,486	855.00
2010-06-01	Run 14,488	550.00
2010-06-01	Run 14,498	491.02
2010-06-01	Run 14,507	635.00
2010-06-01	Run 14,509	615.00
2010-06-01	Run 14,562	595.00
2010-06-02	Run 14,518	535.00
2010-06-02	Run 14,524	595.00
2010-06-02	Run 14,538	80.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-06-02	Run 14,540	101.88
2010-06-02	Run 14,542	705.00
2010-06-02	Run 14,563	825.00
2010-06-02	Run 14,566	667.22
2010-06-02	Run 14,579	218.27
2010-06-02	Run 14,589	585.00
2010-06-02	Run 14,593	685.00
2010-06-02	Run 14,600	89.75
2010-06-02	Run 14,602	745.00
2010-06-02	Run 14,604	545.00
2010-06-02	Run 14,618	595.00
2010-06-02	Run 14,624	685.00
2010-06-02	Run 14,628	25.00
2010-06-03	Run 14,543	675.00
2010-06-03	Run 14,634	705.00
2010-06-03	Run 14,638	535.00
2010-06-03	Run 14,644	348.32
2010-06-03	Run 14,651	565.00
2010-06-03	Run 14,663	535.00
2010-06-03	Run 14,672	555.00
2010-06-03	Run 14,678	76.27
2010-06-03	Run 14,679	585.00
2010-06-03	Run 14,686	805.00
2010-06-03	Run 14,687	55.31
2010-06-03	Run 14,689	655.00
2010-06-03	Run 14,695	595.00
2010-06-03	Run 14,702	555.00
2010-06-03	Run 14,708	675.00
2010-06-03	Run 14,711	755.00
2010-06-03	Run 14,712	545.00
2010-06-03	Run 14,721	745.00
2010-06-03	Run 14,722	545.00
2010-06-03	Run 14,788	645.00
2010-06-03	Run 14,791	150.00
2010-06-04	Run 14,662	84.36
2010-06-04	Run 14,669	575.00
2010-06-04	Run 14,727	545.00
2010-06-04	Run 14,728	765.00
2010-06-04	Run 14,729	555.00
2010-06-04	Run 14,802	497.00
2010-06-04	Run 14,808	538.32
2010-06-04	Run 14,813	534.99
2010-06-04	Run 14,815	107.00
2010-06-04	Run 14,832	69.61
2010-06-04	Run 14,836	715.00
2010-06-04	Run 14,838	585.00
2010-06-04	Run 14,844	145.00
2010-06-04	Run 14,854	735.00
2010-06-04	Run 14,861	1,185.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-06-04	Run 14,864	575.00
2010-06-04	Run 14,868	785.00
2010-06-05	Run 14,746	675.00
2010-06-05	Run 14,751	645.00
2010-06-05	Run 14,878	565.00
2010-06-05	Run 14,884	702.88
2010-06-05	Run 14,886	95.47
2010-06-05	Run 14,888	81.66
2010-06-05	Run 14,889	715.00
2010-06-05	Run 14,896	93.79
2010-06-05	Run 14,902	625.00
2010-06-05	Run 14,913	218.00
2010-06-05	Run 14,917	755.00
2010-06-05	Run 14,923	665.00
2010-06-05	Run 14,933	655.00
2010-06-05	Run 14,936	615.00
2010-06-05	Run 14,938	342.79
2010-06-05	Run 14,939	715.00
2010-06-05	Run 14,941	80.31
2010-06-05	Run 14,943	645.00
2010-06-06	Run 14,761	575.00
2010-06-06	Run 14,770	655.00
2010-06-06	Run 14,773	631.00
2010-06-06	Run 14,781	691.00
2010-06-06	Run 14,947	49.55
2010-06-06	Run 14,953	595.00
2010-06-06	Run 14,966	545.00
2010-06-06	Run 14,981	100.00
2010-06-06	Run 14,983	605.00
2010-06-06	Run 14,985	565.00
2010-06-06	Run 14,992	725.00
2010-06-06	Run 14,993	685.00
2010-06-06	Run 15,010	520.00
2010-06-06	Run 15,011	705.00
2010-06-06	Run 15,013	535.00
2010-06-06	Run 15,015	111.00
2010-06-06	Run 15,020	595.00
2010-06-06	Run 15,021	605.00
2010-06-07	Run 15,032	150.00
2010-06-07	Run 15,039	81.66
2010-06-07	Run 15,041	545.00
2010-06-07	Run 15,043	555.00
2010-06-07	Run 15,044	82.00
2010-06-07	Run 15,045	545.00
2010-06-07	Run 15,048	725.00
2010-06-07	Run 15,051	75.00
2010-06-07	Run 15,054	815.00
2010-06-07	Run 15,066	755.00
2010-06-07	Run 15,072	150.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-06-07	Run 15,078	665.00
2010-06-07	Run 15,084	555.00
2010-06-07	Run 15,103	10.00
2010-06-07	Run 15,107	755.00
2010-06-07	Run 15,109	705.00
2010-06-07	Run 15,110	545.00
2010-06-07	Run 15,115	110.00
2010-06-08	Run 15,064	685.00
2010-06-08	Run 15,123	555.00
2010-06-08	Run 15,127	715.00
2010-06-08	Run 15,128	555.00
2010-06-08	Run 15,134	715.00
2010-06-08	Run 15,136	745.00
2010-06-08	Run 15,138	745.00
2010-06-08	Run 15,140	725.00
2010-06-08	Run 15,141	575.00
2010-06-08	Run 15,160	695.00
2010-06-08	Run 15,171	545.00
2010-06-08	Run 15,175	685.00
2010-06-08	Run 15,181	675.00
2010-06-08	Run 15,183	81.66
2010-06-08	Run 15,193	229.47
2010-06-08	Run 15,196	745.00
2010-06-08	Run 15,197	100.00
2010-06-08	Run 15,207	150.00
2010-06-08	Run 15,212	635.00
2010-06-09	Run 15,170	745.00
2010-06-09	Run 15,234	531.66
2010-06-09	Run 15,236	531.66
2010-06-09	Run 15,252	555.00
2010-06-09	Run 15,253	209.71
2010-06-09	Run 15,255	725.00
2010-06-09	Run 15,259	512.00
2010-06-09	Run 15,262	565.00
2010-06-09	Run 15,273	720.55
2010-06-09	Run 15,280	81.66
2010-06-09	Run 15,282	735.00
2010-06-09	Run 15,289	575.00
2010-06-09	Run 15,291	80.31
2010-06-09	Run 15,294	150.00
2010-06-09	Run 15,297	150.00
2010-06-09	Run 15,299	321.40
2010-06-09	Run 15,301	83.01
2010-06-09	Run 15,305	358.27
2010-06-09	Run 15,382	605.00
2010-06-10	Run 15,237	545.00
2010-06-10	Run 15,238	595.00
2010-06-10	Run 15,246	545.00
2010-06-10	Run 15,306	49.94

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-06-10	Run 15,307	545.00
2010-06-10	Run 15,309	150.00
2010-06-10	Run 15,314	865.00
2010-06-10	Run 15,319	645.00
2010-06-10	Run 15,326	665.00
2010-06-10	Run 15,327	535.00
2010-06-10	Run 15,336	49.94
2010-06-10	Run 15,341	715.00
2010-06-10	Run 15,345	230.36
2010-06-10	Run 15,349	715.00
2010-06-10	Run 15,354	100.00
2010-06-10	Run 15,371	695.00
2010-06-11	Run 15,342	545.00
2010-06-11	Run 15,360	555.00
2010-06-11	Run 15,419	150.00
2010-06-11	Run 15,425	735.00
2010-06-11	Run 15,554	222.42
2010-06-11	Run 15,555	555.00
2010-06-11	Run 15,556	115.00
2010-06-11	Run 15,565	745.00
2010-06-11	Run 15,567	555.00
2010-06-11	Run 15,584	545.00
2010-06-11	Run 15,588	835.00
2010-06-11	Run 15,589	785.00
2010-06-11	Run 15,591	595.00
2010-06-12	Run 15,433	565.00
2010-06-12	Run 15,446	555.00
2010-06-12	Run 15,449	695.00
2010-06-12	Run 15,452	685.00
2010-06-12	Run 15,458	55.50
2010-06-12	Run 15,459	625.00
2010-06-12	Run 15,463	645.00
2010-06-12	Run 15,465	458.96
2010-06-12	Run 15,472	99.10
2010-06-12	Run 15,473	49.52
2010-06-12	Run 15,476	100.00
2010-06-12	Run 15,479	555.00
2010-06-12	Run 15,485	595.00
2010-06-12	Run 15,490	568.29
2010-06-12	Run 15,492	698.29
2010-06-12	Run 15,494	134.66
2010-06-12	Run 15,495	151.00
2010-06-12	Run 15,599	775.00
2010-06-12	Run 15,608	695.00
2010-06-12	Run 15,611	605.00
2010-06-12	Run 15,635	540.00
2010-06-13	Run 15,483	307.59
2010-06-13	Run 15,505	555.00
2010-06-13	Run 15,506	705.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-06-13	Run 15,507	615.00
2010-06-13	Run 15,513	745.00
2010-06-13	Run 15,518	841.00
2010-06-13	Run 15,522	715.00
2010-06-13	Run 15,523	725.00
2010-06-13	Run 15,524	118.32
2010-06-13	Run 15,525	81.66
2010-06-13	Run 15,527	595.00
2010-06-13	Run 15,529	751.00
2010-06-13	Run 15,534	745.00
2010-06-13	Run 15,641	216.45
2010-06-13	Run 15,645	705.00
2010-06-13	Run 15,647	555.00
2010-06-13	Run 15,655	675.00
2010-06-13	Run 15,657	655.00
2010-06-13	Run 15,658	735.00
2010-06-13	Run 15,664	785.00
2010-06-13	Run 15,665	405.00
2010-06-13	Run 15,670	595.00
2010-06-13	Run 15,671	535.00
2010-06-13	Run 15,672	685.00
2010-06-14	Run 15,682	81.66
2010-06-14	Run 15,685	78.97
2010-06-14	Run 15,689	715.00
2010-06-14	Run 15,690	725.00
2010-06-14	Run 15,694	615.00
2010-06-14	Run 15,697	545.00
2010-06-14	Run 15,700	725.00
2010-06-14	Run 15,711	575.00
2010-06-14	Run 15,725	565.00
2010-06-14	Run 15,733	735.00
2010-06-14	Run 15,736	555.00
2010-06-14	Run 15,737	84.36
2010-06-14	Run 15,739	40.54
2010-06-14	Run 15,742	565.00
2010-06-14	Run 15,744	91.92
2010-06-14	Run 15,752	327.00
2010-06-14	Run 15,756	545.00
2010-06-14	Run 15,760	316.49
2010-06-14	Run 15,770	755.00
2010-06-15	Run 15,728	545.00
2010-06-15	Run 15,730	755.00
2010-06-15	Run 15,732	595.00
2010-06-15	Run 15,773	615.00
2010-06-15	Run 15,778	130.00
2010-06-15	Run 15,780	84.36
2010-06-15	Run 15,788	605.00
2010-06-15	Run 15,789	855.00
2010-06-15	Run 15,794	20.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-06-15	Run 15,802	189.57
2010-06-15	Run 15,803	665.00
2010-06-15	Run 15,808	675.00
2010-06-15	Run 15,824	20.00
2010-06-15	Run 15,834	685.00
2010-06-15	Run 15,840	685.00
2010-06-15	Run 15,849	81.66
2010-06-15	Run 15,852	555.00
2010-06-16	Run 15,823	741.00
2010-06-16	Run 15,867	585.00
2010-06-16	Run 15,873	605.00
2010-06-16	Run 15,878	545.00
2010-06-16	Run 15,879	1.00
2010-06-16	Run 15,883	715.00
2010-06-16	Run 15,884	93.79
2010-06-16	Run 15,904	585.00
2010-06-16	Run 15,917	605.00
2010-06-16	Run 15,918	685.00
2010-06-16	Run 15,945	815.00
2010-06-16	Run 15,948	695.00
2010-06-16	Run 15,949	955.00
2010-06-16	Run 15,955	545.00
2010-06-17	Run 15,921	277.40
2010-06-17	Run 15,935	695.00
2010-06-17	Run 15,965	605.00
2010-06-17	Run 15,977	715.00
2010-06-17	Run 15,981	77.62
2010-06-17	Run 15,998	371.07
2010-06-17	Run 16,011	585.00
2010-06-17	Run 16,022	150.00
2010-06-17	Run 16,026	565.00
2010-06-17	Run 16,028	545.00
2010-06-17	Run 16,032	775.00
2010-06-17	Run 16,033	651.00
2010-06-17	Run 16,041	715.00
2010-06-17	Run 16,058	745.00
2010-06-17	Run 16,061	150.00
2010-06-17	Run 16,063	70.96
2010-06-17	Run 16,068	575.00
2010-06-17	Run 16,070	77.70
2010-06-17	Run 16,071	805.00
2010-06-17	Run 16,075	765.00
2010-06-17	Run 16,079	675.00
2010-06-17	Run 16,088	725.00
2010-06-18	Run 16,040	791.00
2010-06-18	Run 16,051	761.00
2010-06-18	Run 16,091	595.00
2010-06-18	Run 16,092	575.00
2010-06-18	Run 16,097	545.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-06-18	Run 16,102	625.00
2010-06-18	Run 16,106	625.00
2010-06-18	Run 16,117	665.00
2010-06-18	Run 16,123	115.00
2010-06-18	Run 16,140	545.00
2010-06-18	Run 16,341	555.00
2010-06-18	Run 16,342	575.00
2010-06-18	Run 16,347	725.00
2010-06-18	Run 16,351	815.00
2010-06-18	Run 16,353	535.00
2010-06-19	Run 16,169	771.00
2010-06-19	Run 16,178	20.00
2010-06-19	Run 16,184	625.00
2010-06-19	Run 16,187	615.00
2010-06-19	Run 16,193	535.00
2010-06-19	Run 16,209	80.31
2010-06-19	Run 16,225	535.00
2010-06-19	Run 16,238	555.00
2010-06-19	Run 17,011	695.00
2010-06-20	Run 16,285	655.00
2010-06-20	Run 16,293	535.00
2010-06-20	Run 16,294	117.00
2010-06-20	Run 16,314	545.00
2010-06-20	Run 16,333	150.00
2010-06-20	Run 17,129	565.00
2010-06-21	Run 16,313	100.00
2010-06-21	Run 16,317	705.00
2010-06-21	Run 16,324	735.00
2010-06-21	Run 16,375	665.00
2010-06-21	Run 16,414	449.32
2010-06-21	Run 16,417	77.98
2010-06-21	Run 16,419	625.00
2010-06-21	Run 16,422	715.00
2010-06-21	Run 16,423	450.00
2010-06-21	Run 16,426	585.00
2010-06-21	Run 16,434	645.00
2010-06-21	Run 16,435	108.00
2010-06-21	Run 16,436	540.00
2010-06-21	Run 16,445	575.00
2010-06-21	Run 17,153	795.00
2010-06-22	Run 16,444	229.16
2010-06-22	Run 16,447	665.00
2010-06-22	Run 16,498	765.00
2010-06-22	Run 16,511	645.00
2010-06-22	Run 16,522	771.00
2010-06-22	Run 16,527	565.00
2010-06-22	Run 16,536	705.00
2010-06-22	Run 16,546	715.00
2010-06-22	Run 16,547	615.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-06-22	Run 16,550	555.00
2010-06-22	Run 16,553	595.00
2010-06-22	Run 16,560	665.00
2010-06-22	Run 16,562	785.00
2010-06-22	Run 16,564	821.00
2010-06-22	Run 16,637	735.00
2010-06-22	Run 16,650	545.00
2010-06-23	Run 16,558	685.00
2010-06-23	Run 16,571	695.00
2010-06-23	Run 16,576	655.00
2010-06-23	Run 16,585	695.00
2010-06-23	Run 16,611	795.00
2010-06-23	Run 16,613	831.00
2010-06-23	Run 16,621	755.00
2010-06-23	Run 16,627	565.00
2010-06-23	Run 16,656	260.19
2010-06-23	Run 16,671	595.00
2010-06-24	Run 16,619	575.00
2010-06-24	Run 16,679	575.00
2010-06-24	Run 16,708	625.00
2010-06-24	Run 16,710	685.00
2010-06-24	Run 16,712	725.00
2010-06-24	Run 16,749	93.29
2010-06-24	Run 16,963	735.00
2010-06-25	Run 16,767	585.00
2010-06-25	Run 16,771	695.00
2010-06-25	Run 16,773	150.00
2010-06-25	Run 16,776	755.00
2010-06-25	Run 16,786	615.00
2010-06-25	Run 16,788	695.00
2010-06-25	Run 16,797	655.00
2010-06-25	Run 16,818	591.00
2010-06-25	Run 16,968	600.00
2010-06-25	Run 16,969	600.00
2010-06-25	Run 16,982	635.00
2010-06-25	Run 16,986	535.00
2010-06-25	Run 16,996	595.00
2010-06-26	Run 16,791	595.00
2010-06-26	Run 16,819	715.00
2010-06-26	Run 16,831	565.00
2010-06-26	Run 17,015	595.00
2010-06-26	Run 17,024	675.00
2010-06-26	Run 17,035	805.00
2010-06-26	Run 17,112	835.00
2010-06-26	Run 17,791	10.00
2010-06-26	Run 17,792	795.00
2010-06-27	Run 16,847	695.00
2010-06-27	Run 16,871	421.39
2010-06-27	Run 16,874	112.10

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-06-27	Run 16,893	585.00
2010-06-27	Run 16,913	89.17
2010-06-27	Run 16,940	83.67
2010-06-27	Run 17,054	575.00
2010-06-27	Run 17,138	625.00
2010-06-28	Run 16,936	675.00
2010-06-28	Run 17,043	575.00
2010-06-28	Run 17,103	94.66
2010-06-28	Run 17,105	771.00
2010-06-28	Run 17,120	685.00
2010-06-28	Run 17,122	735.00
2010-06-29	Run 17,099	595.00
2010-06-29	Run 17,107	420.00
2010-06-29	Run 17,109	711.00
2010-06-29	Run 17,110	605.00
2010-06-29	Run 17,158	585.00
2010-06-29	Run 17,165	80.31
2010-06-29	Run 17,172	741.00
2010-06-29	Run 17,183	765.00
2010-06-29	Run 17,193	150.00
2010-06-29	Run 17,195	570.00
2010-06-29	Run 17,199	745.00
2010-06-29	Run 17,203	565.00
2010-06-29	Run 17,208	635.00
2010-06-29	Run 17,214	535.00
2010-06-29	Run 17,215	575.00
2010-06-29	Run 17,219	595.00
2010-06-30	Run 17,217	440.00
2010-06-30	Run 17,223	615.00
2010-06-30	Run 17,241	85.05
2010-06-30	Run 17,248	100.00
2010-06-30	Run 17,256	755.00
2010-06-30	Run 17,264	685.00
2010-07-01	Run 17,270	575.00
2010-07-01	Run 17,315	711.00
2010-07-01	Run 17,326	540.00
2010-07-01	Run 17,339	116.00
2010-07-01	Run 17,355	545.00
2010-07-01	Run 17,739	545.00
2010-07-02	Run 17,371	695.00
2010-07-02	Run 17,373	575.00
2010-07-02	Run 17,406	695.00
2010-07-02	Run 17,412	665.00
2010-07-02	Run 17,424	691.00
2010-07-02	Run 17,434	535.00
2010-07-02	Run 17,459	621.00
2010-07-02	Run 17,741	555.00
2010-07-02	Run 17,743	565.00
2010-07-03	Run 17,474	831.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-07-03	Run 17,477	545.00
2010-07-03	Run 17,506	83.67
2010-07-03	Run 17,517	635.00
2010-07-03	Run 17,536	675.00
2010-07-03	Run 17,545	76.61
2010-07-03	Run 17,748	725.00
2010-07-04	Run 17,533	761.00
2010-07-04	Run 17,541	555.00
2010-07-04	Run 17,549	545.00
2010-07-04	Run 17,570	735.00
2010-07-04	Run 17,578	109.00
2010-07-04	Run 17,601	150.00
2010-07-04	Run 17,605	761.00
2010-07-04	Run 17,609	585.00
2010-07-04	Run 17,620	765.00
2010-07-04	Run 17,635	821.00
2010-07-04	Run 17,637	217.60
2010-07-04	Run 17,652	150.00
2010-07-05	Run 17,623	581.00
2010-07-05	Run 17,624	735.00
2010-07-05	Run 17,625	150.00
2010-07-05	Run 17,631	86.42
2010-07-06	Run 17,718	625.00
2010-07-06	Run 17,733	735.00
2010-07-06	Run 17,799	715.00
2010-07-06	Run 17,822	94.66
2010-07-06	Run 17,845	520.00
2010-07-06	Run 17,860	745.00
2010-07-07	Run 17,843	150.00
2010-07-07	Run 17,895	86.42
2010-07-07	Run 17,902	530.00
2010-07-07	Run 17,917	545.00
2010-07-07	Run 17,924	100.00
2010-07-07	Run 17,941	765.00
2010-07-07	Run 17,978	595.00
2010-07-07	Run 17,986	535.00
2010-07-08	Run 17,988	835.00
2010-07-08	Run 17,996	185.00
2010-07-08	Run 18,002	456.02
2010-07-08	Run 18,021	745.00
2010-07-08	Run 18,023	595.00
2010-07-08	Run 18,056	575.00
2010-07-08	Run 18,069	545.00
2010-07-08	Run 18,075	705.00
2010-07-08	Run 18,076	595.00
2010-07-08	Run 18,081	134.00
2010-07-08	Run 18,083	615.00
2010-07-08	Run 18,095	89.57
2010-07-08	Run 18,099	555.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-07-09	Run 18,078	605.00
2010-07-09	Run 18,131	745.00
2010-07-09	Run 18,150	715.00
2010-07-09	Run 18,402	675.00
2010-07-10	Run 18,183	695.00
2010-07-10	Run 18,211	745.00
2010-07-10	Run 18,222	935.00
2010-07-10	Run 18,228	575.00
2010-07-10	Run 18,258	595.00
2010-07-10	Run 18,263	585.00
2010-07-10	Run 18,422	550.00
2010-07-11	Run 18,259	655.00
2010-07-11	Run 18,332	755.00
2010-07-11	Run 18,335	100.00
2010-07-11	Run 18,347	775.00
2010-07-11	Run 18,386	855.00
2010-07-11	Run 19,410	725.00
2010-07-11	Run 19,412	535.00
2010-07-12	Run 18,429	545.00
2010-07-12	Run 18,431	775.00
2010-07-12	Run 18,433	755.00
2010-07-12	Run 18,446	625.00
2010-07-12	Run 18,467	605.00
2010-07-12	Run 18,476	555.00
2010-07-12	Run 18,486	700.00
2010-07-12	Run 18,499	705.00
2010-07-12	Run 18,533	855.57
2010-07-12	Run 18,810	715.00
2010-07-13	Run 18,511	665.00
2010-07-13	Run 18,566	605.00
2010-07-13	Run 18,569	51.61
2010-07-13	Run 18,574	615.00
2010-07-13	Run 18,601	805.00
2010-07-13	Run 18,630	765.00
2010-07-13	Run 18,634	645.00
2010-07-13	Run 18,638	615.00
2010-07-13	Run 18,726	109.78
2010-07-13	Run 18,727	565.00
2010-07-14	Run 18,635	555.00
2010-07-14	Run 18,657	685.00
2010-07-14	Run 18,676	705.00
2010-07-14	Run 18,687	605.00
2010-07-14	Run 18,689	150.00
2010-07-14	Run 18,697	550.00
2010-07-14	Run 18,700	765.00
2010-07-15	Run 18,744	150.00
2010-07-15	Run 18,748	100.00
2010-07-15	Run 18,765	775.00
2010-07-15	Run 18,793	655.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-07-15	Run 18,796	695.00
2010-07-15	Run 18,817	685.00
2010-07-15	Run 18,823	765.00
2010-07-15	Run 18,827	545.00
2010-07-15	Run 18,833	100.00
2010-07-15	Run 18,839	695.00
2010-07-16	Run 18,843	111.00
2010-07-16	Run 18,869	805.00
2010-07-16	Run 18,872	91.92
2010-07-16	Run 18,893	695.00
2010-07-16	Run 18,901	535.00
2010-07-16	Run 18,924	685.00
2010-07-16	Run 18,930	610.00
2010-07-16	Run 18,931	695.00
2010-07-16	Run 19,621	595.00
2010-07-17	Run 18,944	106.00
2010-07-17	Run 18,952	595.00
2010-07-17	Run 18,956	545.00
2010-07-17	Run 18,975	283.00
2010-07-18	Run 19,011	645.00
2010-07-18	Run 19,039	675.00
2010-07-18	Run 19,068	429.12
2010-07-18	Run 19,092	765.00
2010-07-19	Run 19,137	775.00
2010-07-19	Run 19,145	695.00
2010-07-19	Run 19,174	555.00
2010-07-19	Run 19,180	235.00
2010-07-19	Run 19,187	80.31
2010-07-19	Run 19,192	795.00
2010-07-19	Run 19,194	665.00
2010-07-19	Run 19,205	95.00
2010-07-20	Run 19,217	775.00
2010-07-20	Run 19,273	655.00
2010-07-20	Run 19,275	575.00
2010-07-20	Run 19,297	615.00
2010-07-20	Run 19,301	80.92
2010-07-20	Run 20,185	655.00
2010-07-21	Run 19,332	565.00
2010-07-21	Run 19,343	25.04
2010-07-21	Run 19,361	89.17
2010-07-21	Run 19,367	645.00
2010-07-21	Run 19,394	545.00
2010-07-21	Run 19,422	575.00
2010-07-22	Run 19,440	100.00
2010-07-22	Run 19,500	20.00
2010-07-22	Run 20,615	75.00
2010-07-23	Run 19,553	755.00
2010-07-24	Run 19,600	725.00
2010-07-24	Run 19,618	595.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-07-24	Run 19,642	665.00
2010-07-24	Run 19,654	113.00
2010-07-24	Run 19,664	725.00
2010-07-24	Run 19,673	115.00
2010-07-24	Run 19,691	10.00
2010-07-25	Run 19,679	755.00
2010-07-25	Run 19,708	150.00
2010-07-25	Run 19,748	645.00
2010-07-25	Run 19,779	675.00
2010-07-26	Run 19,777	555.00
2010-07-26	Run 19,786	82.30
2010-07-26	Run 19,809	20.00
2010-07-26	Run 19,827	715.00
2010-07-26	Run 19,833	82.10
2010-07-26	Run 19,835	725.00
2010-07-26	Run 19,845	555.00
2010-07-26	Run 19,877	605.00
2010-07-26	Run 19,895	595.00
2010-07-27	Run 19,874	43.00
2010-07-27	Run 19,886	85.05
2010-07-27	Run 19,908	69.74
2010-07-27	Run 19,951	835.00
2010-07-27	Run 19,963	705.00
2010-07-28	Run 20,001	695.00
2010-07-28	Run 20,016	765.00
2010-07-28	Run 20,020	91.92
2010-07-28	Run 20,021	615.00
2010-07-28	Run 20,040	43.00
2010-07-28	Run 20,049	685.00
2010-07-28	Run 20,065	107.00
2010-07-28	Run 20,091	555.00
2010-07-28	Run 20,095	715.00
2010-07-28	Run 20,098	605.00
2010-07-28	Run 20,100	79.55
2010-07-28	Run 20,183	111.86
2010-07-29	Run 20,141	665.00
2010-07-29	Run 20,178	85.05
2010-07-30	Run 20,166	725.00
2010-07-30	Run 20,196	595.00
2010-07-30	Run 20,198	735.00
2010-07-30	Run 20,213	575.00
2010-07-30	Run 20,217	695.00
2010-07-30	Run 20,236	100.00
2010-07-30	Run 20,281	705.00
2010-07-31	Run 20,271	575.00
2010-07-31	Run 20,284	472.50
2010-07-31	Run 20,313	590.00
2010-07-31	Run 20,314	590.00
2010-07-31	Run 20,316	945.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-07-31	Run 20,327	83.67
2010-07-31	Run 20,345	545.00
2010-07-31	Run 20,350	438.07
2010-07-31	Run 20,493	10.00
2010-08-01	Run 20,353	565.00
2010-08-01	Run 20,379	725.00
2010-08-01	Run 20,393	540.00
2010-08-01	Run 20,403	150.00
2010-08-01	Run 20,415	715.00
2010-08-01	Run 20,423	615.00
2010-08-01	Run 20,424	675.00
2010-08-01	Run 20,439	141.00
2010-08-01	Run 20,444	575.00
2010-08-01	Run 20,456	13.67
2010-08-01	Run 20,458	635.00
2010-08-02	Run 20,484	725.00
2010-08-02	Run 20,505	615.00
2010-08-02	Run 20,509	535.00
2010-08-02	Run 20,516	565.00
2010-08-02	Run 20,568	500.00
2010-08-02	Run 20,578	450.00
2010-08-02	Run 20,600	810.00
2010-08-03	Run 20,585	755.00
2010-08-03	Run 20,596	127.23
2010-08-03	Run 20,627	795.00
2010-08-03	Run 20,629	565.00
2010-08-03	Run 20,641	825.00
2010-08-03	Run 20,648	83.67
2010-08-03	Run 20,649	725.00
2010-08-03	Run 20,653	72.49
2010-08-03	Run 20,666	95.60
2010-08-03	Run 20,844	575.00
2010-08-03	Run 20,881	725.00
2010-08-03	Run 21,400	535.00
2010-08-04	Run 20,664	555.00
2010-08-04	Run 20,717	675.00
2010-08-04	Run 20,893	170.60
2010-08-04	Run 20,899	117.00
2010-08-04	Run 20,903	85.05
2010-08-04	Run 20,912	615.00
2010-08-05	Run 20,739	835.00
2010-08-05	Run 20,741	645.00
2010-08-05	Run 20,745	775.00
2010-08-05	Run 20,790	150.00
2010-08-05	Run 20,803	100.00
2010-08-05	Run 20,815	825.00
2010-08-05	Run 20,824	765.00
2010-08-06	Run 20,818	815.00
2010-08-06	Run 20,826	965.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-08-06	Run 20,827	545.00
2010-08-06	Run 20,831	50.00
2010-08-06	Run 20,918	695.00
2010-08-06	Run 20,947	685.00
2010-08-06	Run 20,954	795.00
2010-08-06	Run 20,963	775.00
2010-08-06	Run 20,991	585.00
2010-08-06	Run 20,997	695.00
2010-08-07	Run 21,013	150.00
2010-08-07	Run 21,016	377.27
2010-08-07	Run 21,020	279.00
2010-08-07	Run 21,022	545.00
2010-08-07	Run 21,032	550.00
2010-08-07	Run 21,051	150.00
2010-08-07	Run 21,064	735.00
2010-08-07	Run 21,067	725.00
2010-08-07	Run 21,091	68.36
2010-08-07	Run 21,098	596.57
2010-08-07	Run 21,197	815.00
2010-08-07	Run 21,526	815.00
2010-08-08	Run 21,134	635.00
2010-08-08	Run 21,140	535.00
2010-08-08	Run 21,156	885.00
2010-08-08	Run 21,527	765.00
2010-08-09	Run 21,212	535.80
2010-08-09	Run 21,235	545.00
2010-08-09	Run 21,245	585.00
2010-08-09	Run 21,254	420.81
2010-08-09	Run 21,261	555.00
2010-08-09	Run 21,262	535.00
2010-08-09	Run 21,286	66.92
2010-08-09	Run 22,302	85.65
2010-08-10	Run 21,269	86.42
2010-08-10	Run 21,339	565.00
2010-08-10	Run 21,343	765.00
2010-08-10	Run 21,344	625.00
2010-08-10	Run 21,349	645.00
2010-08-10	Run 21,505	675.00
2010-08-11	Run 21,387	655.00
2010-08-11	Run 21,407	150.00
2010-08-11	Run 21,416	675.00
2010-08-11	Run 21,432	585.00
2010-08-11	Run 21,436	560.00
2010-08-11	Run 21,463	595.00
2010-08-11	Run 21,467	560.00
2010-08-11	Run 21,468	560.00
2010-08-11	Run 21,469	695.00
2010-08-11	Run 21,474	585.00
2010-08-11	Run 21,475	79.55

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-08-11	Run 21,488	100.00
2010-08-12	Run 21,576	765.00
2010-08-12	Run 21,610	535.00
2010-08-12	Run 21,617	73.86
2010-08-12	Run 23,156	625.00
2010-08-13	Run 21,598	565.00
2010-08-13	Run 21,624	86.42
2010-08-13	Run 21,667	605.00
2010-08-13	Run 21,670	47.37
2010-08-13	Run 21,674	100.00
2010-08-13	Run 21,675	150.00
2010-08-13	Run 21,679	545.00
2010-08-13	Run 21,683	100.00
2010-08-13	Run 21,716	655.00
2010-08-13	Run 21,724	705.00
2010-08-13	Run 23,158	595.00
2010-08-13	Run 23,159	675.00
2010-08-14	Run 21,703	685.00
2010-08-14	Run 21,721	535.00
2010-08-14	Run 21,730	635.00
2010-08-14	Run 21,780	575.00
2010-08-14	Run 21,783	150.00
2010-08-14	Run 21,802	855.00
2010-08-15	Run 21,773	72.49
2010-08-15	Run 21,806	715.00
2010-08-15	Run 21,821	575.00
2010-08-15	Run 21,824	279.55
2010-08-15	Run 21,840	86.42
2010-08-15	Run 21,844	450.00
2010-08-15	Run 21,848	150.00
2010-08-15	Run 21,851	1,045.00
2010-08-15	Run 21,855	311.36
2010-08-15	Run 21,864	585.00
2010-08-15	Run 21,887	150.00
2010-08-15	Run 22,180	685.00
2010-08-16	Run 21,878	585.00
2010-08-16	Run 21,889	635.00
2010-08-16	Run 21,894	343.80
2010-08-16	Run 21,900	123.00
2010-08-16	Run 21,905	150.00
2010-08-16	Run 21,907	555.00
2010-08-16	Run 21,913	535.00
2010-08-16	Run 21,977	615.00
2010-08-17	Run 22,002	545.00
2010-08-17	Run 22,004	69.74
2010-08-17	Run 22,008	71.11
2010-08-17	Run 22,013	167.00
2010-08-17	Run 22,027	755.00
2010-08-17	Run 22,042	545.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-08-17	Run 22,060	150.00
2010-08-17	Run 22,067	685.00
2010-08-17	Run 22,078	585.00
2010-08-18	Run 22,053	785.00
2010-08-18	Run 22,058	565.00
2010-08-18	Run 22,080	585.00
2010-08-18	Run 22,123	715.00
2010-08-18	Run 22,124	565.00
2010-08-18	Run 22,134	110.00
2010-08-18	Run 22,135	110.00
2010-08-18	Run 22,175	555.00
2010-08-18	Run 22,185	555.00
2010-08-18	Run 23,403	565.00
2010-08-19	Run 22,159	271.28
2010-08-19	Run 22,172	565.00
2010-08-19	Run 22,178	575.00
2010-08-19	Run 22,179	575.00
2010-08-19	Run 22,192	745.00
2010-08-19	Run 22,206	815.00
2010-08-19	Run 22,209	545.00
2010-08-19	Run 22,213	735.00
2010-08-19	Run 22,231	20.00
2010-08-19	Run 22,234	150.00
2010-08-19	Run 22,258	575.00
2010-08-19	Run 22,287	715.00
2010-08-19	Run 22,295	825.00
2010-08-20	Run 22,276	705.00
2010-08-20	Run 22,284	605.00
2010-08-20	Run 22,316	695.00
2010-08-20	Run 22,322	715.00
2010-08-20	Run 22,354	20.00
2010-08-20	Run 22,387	705.00
2010-08-21	Run 22,408	490.00
2010-08-21	Run 22,415	125.00
2010-08-21	Run 22,443	555.00
2010-08-21	Run 22,454	705.00
2010-08-21	Run 22,459	545.00
2010-08-22	Run 22,456	695.00
2010-08-22	Run 22,483	545.00
2010-08-22	Run 22,487	89.17
2010-08-22	Run 22,512	227.00
2010-08-22	Run 22,549	685.00
2010-08-22	Run 22,570	565.00
2010-08-23	Run 22,541	555.00
2010-08-23	Run 22,548	605.00
2010-08-23	Run 22,584	520.00
2010-08-23	Run 22,588	745.00
2010-08-23	Run 22,609	535.00
2010-08-23	Run 22,618	52.99

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-08-23	Run 22,630	655.00
2010-08-23	Run 22,648	665.00
2010-08-24	Run 22,641	555.00
2010-08-24	Run 22,655	545.00
2010-08-24	Run 22,656	545.00
2010-08-24	Run 22,711	775.00
2010-08-24	Run 22,715	100.00
2010-08-24	Run 22,727	575.00
2010-08-24	Run 22,730	815.00
2010-08-24	Run 23,174	745.00
2010-08-25	Run 22,744	705.00
2010-08-25	Run 22,750	725.00
2010-08-25	Run 22,752	785.00
2010-08-25	Run 22,755	150.00
2010-08-25	Run 22,788	150.00
2010-08-26	Run 22,802	550.00
2010-08-26	Run 22,805	110.00
2010-08-26	Run 22,832	575.00
2010-08-26	Run 22,846	100.00
2010-08-26	Run 22,850	545.00
2010-08-26	Run 23,250	705.00
2010-08-26	Run 23,253	715.00
2010-08-26	Run 23,255	126.13
2010-08-27	Run 22,885	725.00
2010-08-27	Run 22,892	535.00
2010-08-27	Run 22,900	735.00
2010-08-27	Run 22,902	695.00
2010-08-27	Run 22,905	755.00
2010-08-27	Run 22,923	528.62
2010-08-27	Run 22,925	715.00
2010-08-27	Run 22,938	283.00
2010-08-27	Run 22,939	675.00
2010-08-27	Run 22,955	745.00
2010-08-27	Run 22,966	675.00
2010-08-28	Run 22,961	79.55
2010-08-28	Run 22,975	150.00
2010-08-28	Run 22,998	82.30
2010-08-28	Run 23,009	565.00
2010-08-28	Run 23,022	150.00
2010-08-28	Run 23,033	705.00
2010-08-28	Run 23,035	770.00
2010-08-28	Run 23,037	100.16
2010-08-28	Run 23,042	755.00
2010-08-29	Run 23,047	575.00
2010-08-29	Run 23,048	800.00
2010-08-29	Run 23,057	590.00
2010-08-29	Run 23,071	555.00
2010-08-29	Run 23,076	455.80
2010-08-29	Run 23,078	685.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-08-29	Run 23,083	113.00
2010-08-29	Run 23,084	655.00
2010-08-29	Run 23,107	555.00
2010-08-29	Run 23,110	565.00
2010-08-29	Run 23,122	745.00
2010-08-29	Run 23,123	765.00
2010-08-29	Run 23,128	222.58
2010-08-30	Run 23,132	555.00
2010-08-30	Run 23,198	785.00
2010-08-30	Run 23,200	585.00
2010-08-30	Run 23,219	645.00
2010-08-30	Run 23,226	705.00
2010-08-30	Run 23,228	356.50
2010-08-30	Run 23,236	72.49
2010-08-30	Run 23,244	85.05
2010-08-30	Run 23,246	685.00
2010-08-30	Run 23,315	605.00
2010-08-30	Run 26,900	795.00
2010-08-31	Run 23,269	555.00
2010-08-31	Run 23,273	675.00
2010-08-31	Run 23,310	605.00
2010-08-31	Run 23,340	69.74
2010-08-31	Run 23,346	605.00
2010-08-31	Run 23,349	227.50
2010-08-31	Run 23,358	109.00
2010-08-31	Run 23,383	85.05
2010-08-31	Run 23,389	80.92
2010-09-01	Run 23,391	545.00
2010-09-01	Run 23,420	289.00
2010-09-01	Run 23,426	150.00
2010-09-01	Run 23,430	500.00
2010-09-01	Run 23,433	645.00
2010-09-01	Run 23,442	565.00
2010-09-01	Run 23,451	100.00
2010-09-01	Run 23,455	675.00
2010-09-01	Run 23,457	82.30
2010-09-01	Run 23,464	150.00
2010-09-02	Run 23,518	885.00
2010-09-02	Run 23,548	745.00
2010-09-02	Run 23,569	69.74
2010-09-02	Run 23,575	735.00
2010-09-02	Run 23,585	555.00
2010-09-02	Run 23,593	655.00
2010-09-02	Run 23,718	477.50
2010-09-02	Run 25,097	240.44
2010-09-03	Run 23,623	745.00
2010-09-03	Run 23,632	83.67
2010-09-03	Run 23,646	705.00
2010-09-03	Run 23,659	735.00

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BAD Debt W/O (ON HOLD)	Run #	Balance
2010-09-03	Run 23,672	150.00
2010-09-03	Run 23,673	725.00
2010-09-03	Run 23,680	595.00
2010-09-03	Run 23,684	635.00
2010-09-03	Run 23,697	575.00
2010-09-03	Run 23,717	705.00
2010-09-04	Run 23,674	575.00
2010-09-04	Run 23,711	150.00
2010-09-04	Run 23,712	278.21
2010-09-04	Run 23,742	100.16
2010-09-04	Run 23,843	545.00
2010-09-05	Run 23,781	705.00
2010-09-05	Run 23,820	575.00
2010-09-05	Run 23,833	665.00
2010-09-05	Run 23,834	715.00
2010-09-05	Run 23,904	545.00
2010-09-06	Run 23,884	715.00
2010-09-06	Run 23,914	565.00
2010-09-06	Run 23,921	665.00
2010-09-06	Run 23,930	705.00
2010-09-06	Run 23,944	545.00
2010-09-06	Run 23,947	775.00
2010-09-06	Run 23,949	150.00
2010-09-06	Run 23,951	715.00
2010-09-06	Run 23,962	535.00
2010-09-06	Run 23,965	655.00
2010-09-06	Run 23,988	20.00
2010-09-06	Run 23,990	645.00
2010-09-07	Run 23,974	68.36
2010-09-07	Run 23,986	605.00
2010-09-07	Run 24,033	890.00
2010-09-07	Run 24,055	100.00
2010-09-07	Run 24,056	79.55
2010-09-07	Run 24,060	575.00
2010-09-07	Run 24,067	685.00
2010-09-07	Run 24,079	585.00
2010-09-07	Run 24,096	745.00
2010-09-08	Run 24,083	100.00
2010-09-08	Run 24,112	585.00
2010-09-08	Run 24,123	905.00
2010-09-08	Run 24,125	150.00
2010-09-08	Run 24,131	150.00
2010-09-08	Run 24,160	100.00
2010-09-08	Run 24,164	775.00
2010-09-08	Run 24,202	645.00
2010-09-09	Run 24,189	79.55
2010-09-09	Run 24,194	655.00
2010-09-09	Run 24,200	535.00
2010-09-09	Run 24,211	72.49

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ESCAMBIA COUNTY EMS
3rd Quarter FY 2011 Write-Off

BAD Debt W/O (ON HOLD)	Run #	Balance
2010-09-09	Run 24,215	575.00
2010-09-09	Run 24,217	69.74
2010-09-09	Run 24,231	765.00
2010-09-09	Run 24,237	55.74
2010-09-09	Run 24,302	421.82
2010-09-09	Run 24,704	82.30
2010-09-10	Run 24,282	565.00
2010-09-10	Run 24,285	625.00
2010-09-10	Run 24,299	755.00
2010-09-10	Run 24,308	121.00
2010-09-10	Run 24,310	755.00
2010-09-10	Run 24,317	87.79
2010-09-10	Run 24,322	735.00
2010-09-10	Run 24,334	725.00
2010-09-10	Run 24,349	675.00
2010-09-10	Run 24,365	715.00
2010-09-10	Run 24,369	37.79
2010-09-10	Run 24,375	755.00
2010-09-10	Run 24,377	289.30
2010-09-10	Run 24,381	745.00
2010-09-10	Run 24,587	745.00
2010-09-11	Run 24,389	545.00
2010-09-11	Run 24,402	535.00
2010-09-11	Run 24,406	785.00
2010-09-11	Run 24,407	615.00
2010-09-11	Run 24,411	755.00
2010-09-11	Run 24,430	90.54
2010-09-11	Run 24,442	725.00
2010-09-11	Run 24,458	108.00
2010-09-11	Run 24,495	605.00
2010-09-12	Run 24,465	565.00
2010-09-12	Run 24,489	460.00
2010-09-12	Run 24,511	585.00
2010-09-12	Run 24,525	735.00
2010-09-12	Run 24,540	545.00
2010-09-12	Run 24,543	665.00
2010-09-12	Run 24,561	130.25
2010-09-12	Run 24,562	725.00
2010-09-13	Run 24,611	575.00
2010-09-13	Run 24,620	565.00
2010-09-13	Run 24,646	605.00
2010-09-13	Run 24,654	575.00
2010-09-13	Run 24,664	585.00
2010-09-13	Run 24,666	615.00
2010-09-13	Run 24,671	535.00
2010-09-13	Run 24,679	80.92
2010-09-13	Run 24,680	113.00
2010-09-13	Run 24,692	765.00
2010-09-14	Run 24,673	352.96

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ESCAMBIA COUNTY EMS
3rd Quarter FY 2011 Write-Off

BAD Debt W/O (ON HOLD)	Run #	Balance
2010-09-14	Run 24,689	150.00
2010-09-14	Run 24,695	239.50
2010-09-14	Run 24,700	121.00
2010-09-14	Run 24,703	805.00
2010-09-14	Run 24,712	46.84
2010-09-14	Run 24,721	565.00
2010-09-14	Run 24,723	87.79
2010-09-14	Run 24,741	705.00
2010-09-14	Run 24,746	279.55
2010-09-14	Run 24,748	675.00
2010-09-14	Run 24,749	585.00
2010-09-14	Run 24,756	785.00
2010-09-14	Run 24,759	545.00
2010-09-14	Run 24,771	86.42
2010-09-14	Run 24,867	565.00
2010-09-15	Run 24,762	645.00
2010-09-15	Run 24,763	79.55
2010-09-15	Run 24,766	595.00
2010-09-15	Run 24,778	565.00
2010-09-15	Run 24,781	108.40
2010-09-15	Run 24,793	641.26
2010-09-15	Run 24,813	575.00
2010-09-15	Run 24,822	575.00
2010-09-15	Run 24,833	83.67
2010-09-15	Run 24,837	705.00
2010-09-15	Run 24,844	110.00
2010-09-15	Run 24,854	685.00
2010-09-15	Run 24,858	765.00
2010-09-15	Run 24,861	565.00
2010-09-15	Run 26,056	645.00
2010-09-16	Run 24,875	745.00
2010-09-16	Run 24,910	535.00
2010-09-16	Run 24,912	715.00
2010-09-16	Run 24,914	765.00
2010-09-16	Run 24,925	36.00
2010-09-16	Run 24,951	322.50
2010-09-16	Run 24,955	635.00
2010-09-16	Run 24,959	665.00
2010-09-16	Run 24,967	705.00
2010-09-17	Run 24,989	535.00
2010-09-17	Run 25,012	535.00
2010-09-17	Run 25,015	765.00
2010-09-17	Run 25,022	80.92
2010-09-17	Run 25,027	173.00
2010-09-17	Run 25,029	735.00
2010-09-17	Run 25,067	625.00
2010-09-17	Run 25,068	561.59
2010-09-18	Run 25,072	555.00
2010-09-18	Run 25,114	565.00

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ESCAMBIA COUNTY EMS
3rd Quarter FY 2011 Write-Off

BAD Debt W/O (ON HOLD)	Run #	Balance
2010-09-18	Run 25,119	705.00
2010-09-18	Run 25,123	199.43
2010-09-18	Run 25,134	565.00
2010-09-18	Run 25,155	86.42
2010-09-19	Run 25,174	635.00
2010-09-19	Run 25,190	595.00
2010-09-19	Run 25,207	615.00
2010-09-19	Run 25,217	695.00
2010-09-19	Run 25,222	89.17
2010-09-19	Run 25,250	555.00
2010-09-19	Run 25,981	845.00
2010-09-20	Run 25,226	555.00
2010-09-20	Run 25,241	745.00
2010-09-20	Run 25,262	735.00
2010-09-20	Run 25,271	725.00
2010-09-20	Run 25,298	615.00
2010-09-20	Run 25,310	745.00
2010-09-20	Run 25,317	645.00
2010-09-20	Run 25,320	605.00
2010-09-20	Run 25,349	855.00
2010-09-21	Run 25,327	645.00
2010-09-21	Run 25,370	595.00
2010-09-21	Run 25,385	725.00
2010-09-21	Run 25,401	755.00
2010-09-21	Run 25,402	545.00
2010-09-21	Run 25,426	625.00
2010-09-22	Run 25,420	565.00
2010-09-22	Run 25,444	695.00
2010-09-22	Run 25,459	625.00
2010-09-22	Run 25,464	605.00
2010-09-22	Run 25,472	565.00
2010-09-22	Run 25,476	715.00
2010-09-22	Run 25,497	585.00
2010-09-22	Run 25,501	705.00
2010-09-22	Run 26,899	615.00
2010-09-23	Run 25,522	665.00
2010-09-23	Run 25,540	615.00
2010-09-23	Run 25,563	86.50
2010-09-23	Run 25,566	565.00
2010-09-23	Run 25,568	89.17
2010-09-23	Run 25,572	755.00
2010-09-23	Run 25,585	855.00
2010-09-24	Run 25,600	675.00
2010-09-24	Run 25,603	85.05
2010-09-24	Run 25,606	595.00
2010-09-24	Run 25,625	585.00
2010-09-24	Run 25,635	695.00
2010-09-24	Run 25,658	150.00
2010-09-24	Run 25,691	725.00

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ESCAMBIA COUNTY EMS
3rd Quarter FY 2011 Write-Off

BAD Debt W/O (ON HOLD)	Run #	Balance
2010-09-24	Run 25,692	705.00
2010-09-25	Run 25,681	595.00
2010-09-25	Run 25,689	725.00
2010-09-25	Run 25,704	665.00
2010-09-25	Run 25,705	745.00
2010-09-25	Run 25,719	675.00
2010-09-25	Run 25,723	77.98
2010-09-25	Run 25,729	545.00
2010-09-25	Run 25,736	725.00
2010-09-25	Run 25,737	705.00
2010-09-25	Run 25,746	440.00
2010-09-25	Run 25,784	615.00
2010-09-25	Run 25,786	675.00
2010-09-25	Run 25,789	555.00
2010-09-26	Run 25,771	605.00
2010-09-26	Run 25,798	150.00
2010-09-26	Run 25,804	82.30
2010-09-26	Run 25,807	150.00
2010-09-26	Run 25,846	565.00
2010-09-26	Run 25,849	555.00
2010-09-27	Run 25,847	575.00
2010-09-27	Run 25,857	555.00
2010-09-27	Run 25,866	100.00
2010-09-27	Run 25,870	745.00
2010-09-27	Run 25,894	695.00
2010-09-27	Run 25,899	150.00
2010-09-27	Run 25,909	131.00
2010-09-27	Run 25,917	685.00
2010-09-27	Run 25,920	575.00
2010-09-27	Run 25,932	150.00
2010-09-28	Run 25,992	705.00
2010-09-28	Run 26,031	770.00
2010-09-28	Run 26,034	85.05
2010-09-28	Run 26,055	755.00
2010-09-29	Run 26,048	655.00
2010-09-29	Run 26,078	815.00
2010-09-29	Run 26,079	555.00
2010-09-29	Run 26,082	805.00
2010-09-29	Run 26,097	545.00
2010-09-29	Run 28,769	745.00
2010-09-30	Run 26,137	765.00
2010-09-30	Run 26,145	810.00
2010-09-30	Run 26,187	530.00
2010-09-30	Run 26,189	530.00
2010-09-30	Run 26,192	635.00
2010-09-30	Run 26,212	725.00
2010-09-30	Run 26,229	230.36
2010-09-30	Run 26,244	462.38
2010-10-01	Run 26,231	71.11

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ESCAMBIA COUNTY EMS
3rd Quarter FY 2011 Write-Off

BAD Debt W/O (ON HOLD)	Run #	Balance
2010-10-01	Run 26,258	75.50
2010-10-01	Run 26,266	86.42
2010-10-01	Run 26,275	82.30
2010-10-01	Run 26,305	545.00
2010-10-01	Run 26,627	685.00
2010-10-02	Run 26,316	935.00
2010-10-02	Run 26,340	545.00
2010-10-02	Run 26,344	675.00
2010-10-02	Run 26,369	725.00
2010-10-02	Run 26,399	555.00
2010-10-02	Run 26,422	150.00
2010-10-02	Run 26,427	705.00
2010-10-03	Run 26,421	555.00
2010-10-03	Run 26,446	705.00
2010-10-03	Run 26,465	545.00
2010-10-03	Run 26,480	335.00
2010-10-03	Run 26,520	655.00
2010-10-04	Run 26,531	100.00
2010-10-04	Run 26,576	695.00
2010-10-04	Run 26,598	755.00
2010-10-04	Run 26,602	685.00
2010-10-04	Run 26,610	709.78
2010-10-05	Run 26,613	585.00
2010-10-05	Run 26,635	595.00
2010-10-05	Run 26,697	755.00
2010-10-05	Run 26,705	150.00
2010-10-07	Run 26,788	685.00
2010-10-07	Run 26,790	535.00
2010-10-07	Run 26,866	715.00
2010-10-07	Run 26,867	695.00
2010-10-07	Run 26,868	755.00
2010-10-07	Run 26,888	665.00
2010-10-08	Run 26,865	85.05
2010-10-08	Run 26,963	595.00
2010-10-08	Run 26,971	150.00
2010-10-08	Run 26,985	150.00
2010-10-09	Run 26,999	605.00
2010-10-09	Run 27,003	635.00
2010-10-09	Run 27,021	765.00
2010-10-09	Run 27,038	545.00
2010-10-10	Run 27,085	545.00
2010-10-10	Run 27,088	595.00
2010-10-10	Run 27,095	565.00
2010-10-10	Run 27,138	745.00
2010-10-10	Run 27,150	795.00
2010-10-10	Run 27,163	565.00
2010-10-10	Run 27,284	595.00
2010-10-11	Run 27,215	565.00
2010-10-11	Run 27,221	585.00

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ESCAMBIA COUNTY EMS
3rd Quarter FY 2011 Write-Off

BAD Debt W/O (ON HOLD)	Run #	Balance
2010-10-11	Run 27,224	545.00
2010-10-12	Run 27,306	615.00
2010-10-12	Run 27,325	575.00
2010-10-12	Run 27,326	705.00
2010-10-12	Run 27,327	545.00
2010-10-12	Run 27,341	745.00
2010-10-12	Run 27,356	825.00
2010-10-12	Run 27,364	615.00
2010-10-12	Run 27,367	675.00
2010-10-13	Run 27,371	555.00
2010-10-13	Run 27,463	555.00
2010-10-13	Run 27,473	715.00
2010-10-14	Run 27,500	565.00
2010-10-14	Run 27,510	565.00
2010-10-14	Run 27,557	720.00
2010-10-15	Run 27,606	755.00
2010-10-16	Run 27,657	825.00
2010-10-16	Run 27,660	735.00
2010-10-16	Run 27,689	585.00
2010-10-16	Run 27,694	735.00
2010-10-16	Run 27,709	420.00
2010-10-16	Run 27,742	565.00
2010-10-16	Run 27,747	735.00
2010-10-17	Run 27,719	575.00
2010-10-17	Run 27,796	810.00
2010-10-17	Run 27,799	565.00
2010-10-17	Run 27,825	605.00
2010-10-17	Run 29,451	595.00
2010-10-18	Run 27,879	705.00
2010-10-19	Run 27,912	695.00
2010-10-19	Run 27,923	795.00
2010-10-19	Run 27,964	765.00
2010-10-19	Run 27,999	775.00
2010-10-20	Run 28,080	725.00
2010-10-20	Run 28,102	555.00
2010-10-21	Run 28,163	535.00
2010-10-21	Run 28,212	755.00
2010-10-22	Run 28,247	715.00
2010-10-22	Run 28,292	595.00
2010-10-23	Run 28,333	565.00
2010-10-23	Run 28,358	735.00
2010-10-23	Run 28,391	545.00
2010-10-23	Run 28,410	109.86
2010-10-24	Run 28,421	595.00
2010-10-24	Run 28,458	675.00
2010-10-24	Run 28,480	555.00
2010-10-25	Run 28,515	585.00
2010-10-28	Run 28,813	665.00
2010-10-31	Run 29,265	545.00

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ESCAMBIA COUNTY EMS
3rd Quarter FY 2011 Write-Off

BAD Debt W/O (ON HOLD)	Run #	Balance
2010-10-31	Run 29,275	73.22
2010-11-01	Run 29,252	705.00
2010-11-02	Run 29,290	685.00
2010-11-02	Run 29,349	675.00
2010-11-03	Run 29,401	109.00
2010-11-04	Run 29,494	635.00
2010-11-05	Run 29,554	565.00
2010-11-05	Run 29,558	715.00
2010-11-05	Run 29,612	795.00
2010-11-05	Run 29,675	72.49
2010-11-06	Run 29,630	545.00
2010-11-09	Run 29,960	150.00
2010-11-10	Run 29,989	715.00
2010-11-10	Run 29,997	575.00
2010-11-10	Run 30,002	835.00
2010-11-10	Run 30,048	100.00
2010-11-11	Run 30,068	555.00
2010-11-12	Run 30,212	665.00
2010-11-14	Run 30,376	785.00
2010-11-14	Run 30,383	565.00
2010-11-17	Run 30,591	72.49
2010-11-18	Run 30,755	605.00
2010-11-22	Run 31,030	775.00
2010-11-22	Run 31,065	605.00
2010-11-23	Run 31,128	655.00
2010-11-25	Run 31,255	715.00
2010-11-28	Run 31,433	745.00
2010-12-01	Run 31,670	625.00
2010-12-01	Run 31,769	615.00
2010-12-02	Run 31,798	575.00
2010-12-03	Run 31,952	535.00
2010-12-03	Run 31,956	565.00
2010-12-04	Run 32,067	745.00
2010-12-04	Run 32,068	645.00
2010-12-04	Run 32,074	675.00
2010-12-05	Run 32,093	905.00
2010-12-07	Run 32,241	705.00
2010-12-09	Run 32,382	655.00
2010-12-10	Run 32,495	645.00
2010-12-10	Run 32,498	765.00
2010-12-11	Run 32,663	775.00
2010-12-12	Run 32,696	655.00
2010-12-14	Run 32,901	635.00
2010-12-15	Run 32,994	685.00
2010-12-16	Run 32,985	665.00
2010-12-17	Run 33,065	565.00
2010-12-17	Run 33,101	705.00
2010-12-17	Run 33,109	635.00
2010-12-18	Run 33,193	565.00

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ESCAMBIA COUNTY EMS
3rd Quarter FY 2011 Write-Off

BAD Debt W/O (ON HOLD)	Run #	Balance
2010-12-22	Run 33,565	735.00
2010-12-23	Run 33,587	565.00
2010-12-27	Run 33,977	735.00
2010-12-30	Run 34,150	625.00
2010-12-31	Run 34,299	735.00
2011-01-02	Run 869	735.00
2011-01-04	Run 283	545.00
2011-01-07	Run 613	555.00
2011-01-08	Run 751	785.00
2011-01-10	Run 928	150.00
2011-01-10	Run 941	615.00
2011-01-18	Run 1,642	150.00
2011-01-18	Run 1,675	795.00
2011-01-21	Run 1,978	535.00
2011-01-31	Run 2,916	705.00
2011-02-02	Run 3,058	535.00
2011-02-03	Run 3,101	420.00
2011-02-12	Run 3,919	695.00
2011-02-13	Run 4,044	665.00
2011-02-16	Run 4,406	715.00
2011-02-22	Run 4,974	545.00
2011-05-08	Run 12,482	150.00
		1,454,428.06

✓
 JC
 8-23-11



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-1299 **Clerk & Comptroller's Report** **Item #: 12. 3.**

BCC Regular Meeting

Meeting Date: 09/01/2011
Issue: Minutes and Reports
From: Doris Harris
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

- A. Approve the Minutes of the Regular Board Meeting held August 18, 2011;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held August 18, 2011; and
- C. Accept, for filling with the Board's Minutes, the Report of the Committee of the Whole Workshop held August 11, 2011.

Attachments

20110901 CR I-3

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA REVIEW
HELD AUGUST 18, 2011
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:05 a.m. – 9:53 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
Alison Rogers, County Attorney
Larry M. Newsom, Assistant County Administrator
Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services
Doris Harris, Deputy Clerk to the Board
Shirley L. Gafford, Program Coordinator, County Administrator's Office

Absent: Commissioner Marie K. Young, District 3

1. FOR INFORMATION: The agenda package for the 5:30 p.m., August 18, 2011, Regular Board Meeting, was reviewed as follows:
 - A. Shirley L. Gafford, Program Coordinator, County Administrator's Office, and County Attorney Rogers reviewed the agenda cover sheet;
 - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Shirley L. Gafford, Program Coordinator, County Administrator's Office, Keith Wilkins, Community & Environment Department Director, and Michael Weaver, Director, Public Safety Department, reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Commissioner Valentino reviewed his add-on item.
2. FOR INFORMATION: Commissioner Robertson advised that a Memorial Service will be held at noon today, at the Pensacola Naval Air Station Chapel, to honor military members who have lost their lives in service to the Country, and the Commissioners discussed Pensacola Beach taxes and lease fees.

NAME

DEPARTMENT/AGENCY

1	Joy Blackmon	PW
2	Rachel Smith	BCC Dist 5
3	Deanna Bragwell	BCC-D1
4	Bob Betts	Mosquito Control, C+E Dept
5	Keith Wilkins	C+E
6	Dianne Simpson	County Atty. Office
7	Pat Johnson	DSWA
8	Sandra Gray	ENU Enforcement
9	Ronald Spivey	Correction
10	Ken Gordon	ECAT
11	Mary Pat Robinson	FLAL IPO
12	Marilyn Wesley	DCA
13	Chris Westbrook	ECAT
14	Johnnie	BCSD
15	Johnnie	ECSD
16	Henriette Dias	ECSD
17	Mike Watwell	PS
18	Mr. Sandell	FR
19	John Spivey	ECFR
20	Claudia Simmons	Druck
21	Amy Leroy	MBS
22	Larry Woodard	P/W
23	Johnnie	Two Agencies
24	Felicia Knight Marlow	CED Extension
25	Waf J. Mann	P/W
26	SITA W. FLEETCHER	IT
27	Weki GARRETT	WFRPC
28	Barbara Maxwell	Citizen
29	Sonya Daniel	PIO
30	Carin Johnson	PIO

NAME

DEPARTMENT/AGENCY

1	Deanna Robinson	BCE-2
2	Janet Lee	PWS
3	Bandy Williams	WSP
4	LLOYD KERR	DSP
5	Greg Smith	CAO
6	Jeff Helms	PHW
7	Matt Mooreham	PW/ Engineering
8	Dorothy H. Dubner	Citizen
9	Don + Lib Berger	Citizen
10	Charles Combs	GIS Res SCS Dept
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NAME

DEPARTMENT/AGENCY

1	<i>Elaine Rogers</i>	<i>Jy Hly</i>
2	<i>Steve M. Valentin</i>	<i>BCC J</i>
3	<i>William Robertson</i>	<i>BCC</i>
4	<i>KEVIN WHITE</i>	<i>BCC</i>
5	<i>Smiley J. Gafford</i>	<i>B, CAO</i>
6	<i>LARRY M. Newsom</i>	<i>CAO</i>
7	<i>Doris Harris</i>	<i>Clerk to the Board</i>
8	<i>Patty Sheldon</i>	<i>Clerk & Comptroller Finance</i>
9	<i>Barb [Signature]</i>	<i>BCC</i>
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REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD AUGUST 11, 2011
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:02 a.m. – 11:22 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
Lisa N. Bernau, Chief Deputy Clerk, representing the
Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller
Charles R. "Randy" Oliver, County Administrator
Alison Rogers, County Attorney
Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services
Shirley L. Gafford, Program Coordinator, County Administrator's Office
Doris Harris, Deputy Clerk to the Board

AGENDA NUMBER

1. Call To Order

Chairman White called the Committee of the Whole (CW) to order at 9:02 a.m.

2. Was the Meeting Properly Advertised?

The CW was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on August 6, 2011, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule August 8-August 12, 2011, Legal No. 1532928.*

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Transit Development Plan Presentation

- A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *Escambia County Transit Development Plan*, presented by William Morris, Senior Research Associate, CUTR (*Center for Urban Transportation Research*), Kelly Robertson, Bowstern, Inc., and Marilyn Wesley, Director, Community Affairs Department; and
- B. Board Direction – The C/W recommends that the Board take the following action:
- (1) Approve to proceed with the following four items, as outlined on Pages 20 through 23 of the PowerPoint Presentation, entitled, "Escambia County Transit Development Plan," to include coordination with major employers in the Evaluation and Action Plan:
- (a) Actual Performance vs. Standards
 - (b) Decision Matrix
 - (c) Evaluation and Action Plan
 - (d) Ten-Year Program of Improvements

Recommended 5-0

- (2) Authorize the Chairman to send a letter to the Mayor of Pensacola and the Pensacola City Council concerning bus bench and bus shelter advertising, and revenues generated thereby, bringing all bus stops into compliance with the Americans with Disabilities Act (ADA) standards, and restoring the City's funding contribution to the mass transit system.

Recommended 5-0

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Fire Training Center Partnership Proposal Presentation

- A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *Proposal for a Fire Training Center Partnership*, presented by Paul Williams, Public Safety Department; and
- B. Board Direction – The C/W recommends that the Board take the following action:
 - (1) Approve establishing an Agreement between Escambia County and Ascend;
 - (2) Approve the transfer of ownership of the property to Escambia County;
 - (3) Direct staff to find sources of additional funding and to "evaluate where funding is"; the current budget is \$817,492.10; early estimates of additional funding needed is \$3,500,000.00 to \$3,750,000.00; and
 - (4) Authorize staff to initiate the Request for Proposals (RFP) process for the hiring of a design and engineering team.

Recommended 5-0

5. Discussion/Direction Regarding the Permitting and Grandfathering of Borrow Pits

- A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *Borrow Pits*, presented by T. Lloyd Kerr, Director, Development Services Department, and the C/W:
 - (1) Heard the request from Mr. Kerr for Board direction regarding the following three options concerning borrow pits operating without a County permit:
 - (a) Option 1 – Respond to complaints only;
 - (b) Option 2 – Grandfather existing borrow pits, including but not limited to, future land use categories, zoning, locational criteria, and setbacks;
 - (c) Option 2-A – Add the following to Option 2: Unless Cease and Desist is in effect; and
 - (d) Option 3 – Repeal 2005 and 2006 Ordinances as related to regulation, not zoning, of borrow pits and/or CD&D landfills;

(Continued on Page 4)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

A. Continued...

- (2) Heard a motion from Commissioner Robinson, seconded by Commissioner Young, to approve Option 3 and repeal the 2005 and 2006 Ordinances as they relate to regulations, not zoning, of existing burrow pits, only; and
- (3) Heard the request from Commissioner Valentino that the County Attorney obtain an "understanding" from the Court (*hearing the Orange Blossom Trail pit case*) that the burden of regulating borrow pits and CD&D (*Construction Demolition & Debris*) landfills be placed in the hands of the State; and

- B. Board Direction – The *C/W* recommends that the Board approve delaying any action concerning the options outlined in the PowerPoint Presentation, entitled, "Borrow Pits," until after the court case has been settled on the (*Orange Blossom Trail*) pit that is under the "cease and desist" (*order issued by the Code Enforcement Special Magistrate on July 5, 2011*).

Recommended 3-1, with Commissioner Young voting "no" and Commissioner Robinson having left the meeting

6. Discussion Concerning Economic Ad Valorem Tax Exemption Referendum

- A. Board Discussion – The *C/W* heard the request from County Administrator Oliver for Board direction concerning an Economic (*Development*) Ad Valorem Tax Exemption Referendum; and
- B. Board Direction – The *C/W* recommends that the Board approve requesting the Supervisor of Elections to place a Referendum question on the ballot for the 2012 Presidential Preference Primary concerning the Board of County Commissioners' Economic (*Development*) Ad Valorem Tax Exemption authority.

Recommended 3-0, with Commissioner Robinson and Commissioner Young having left the meeting

7. Adjourn

Chairman White declared the *C/W* Workshop adjourned at 11:22 a.m.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1287

Growth Management Report Item #: 12. 1.

BCC Regular Meeting

Meeting Date: 09/01/2011
Issue: Review of the Rezoning Cases heard by the Planning Board on July 11, 2011 & August 8, 2011
From: T. Lloyd Kerr, AICP
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on July 11, 2011 and August 8, 2011

That the Board take the following action concerning the Rezoning Cases heard by the Planning Board on July 11, 2011 and August 8, 2011:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2011-13, Z-2011-14, and Z-2011-15, 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-2011-13
Location: 9015 Fowler Ave
Property Reference: 10-1S-30-1101-124-002
No.:
Property Size: .96 (+/-) acres
From: R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)
To: C-2, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre)
FLU Category: MU-U, Mixed - Use Urban
Commissioner District: 5
Requested by: Wiley C. "Buddy" Page, Agent for Charles Holt, Owner
Planning Board Recommendation: Denial
Speakers: Wiley C. "Buddy" Page, Agent
Charles Holt, Owner
Clifton Arnold
Gwen Butler

2. Case No.: Z-2011-14

Location: 1991 W Detroit Blvd
Property Reference No.: 13-1S-31-1100-001-004
Property Size: 8.69 (+/-) acres
From: R-2, Single-Family District (cumulative), Low-Medium Density, (7 du/acre); R-3, One-Family and Two-Family District, (cumulative) Medium Density, (10 du/acre).
To: R-6, Neighborhood Commercial and Residential District, (cumulative) High Density, (25 du/acre).
FLU Category: MU-U, Mixed - Use Urban
Commissioner District: 5
Requested by: Nicole G. Zubon, Owner
Planning Board Recommendation: Denial of R-6; Recommend Approval of R-5
Speakers: Nicole Zubon, Owner
Jean McPhee
Randy Paun
Barnette Sureson
Oscar Pittmon

3. Case No.: Z-2011-15

Location: 2240 W Detroit Blvd
Property Reference No.: 12-1S-31-3102-001-003
Property Size: 3.08 (+/-) acres
From: C-1, Retail Commercial District (cumulative) (25 du/acre)
To: C-2, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre)
FLU Category: C, Commercial
Commissioner District: 5
Requested by: Harold Pridgen, Owner
Planning Board Recommendation: Denial
Speakers: Harold Pridgen, Owner
Liza Kiesling
Jim Kiesling
Kenneth Brantley
Elizabeth Johnson
Elaine Chilson

BACKGROUND:

Rezoning Cases Z-2011-14 and Z-2011-15 were owner initiated and heard at the August 8, 2011 Planning Board meeting. Case Z 2011-13 was heard at the July 11, 2011 Planning Board meeting and at the August 4, 2011 BCC 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.

Attachments

Z-2011-13

Z-2011-14

Z-2011-15

Z-2011-13

PLANNING BOARD REZONING HEARINGS - JULY 11, 2011

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1 County Commissioners.

2 We do have Mr. Wayne Meligan signed up to

3 speak. Mr. Meligan, are you still here?

4 All right. I guess he left.

09:55AM 5 Ms. Mary Meligan. I guess I guess

6 they decided not to stay for it.

7 So anyone else who wishes to speak on this

8 case?

9 (None).

09:55AM 10 MR. BRISKE: All right, hearing none, the Chair

11 will close the public comment portion of the

12 hearing. And Board members, do you have any other

13 questions for the applicant or the staff?

14 MS. DAVIS: I just have a motion.

09:55AM 15 MR. BRISKE: All right. Please, proceed.

16 (Motion and vote by the Board.)

17 MS. DAVIS: I move that we accept the staff

18 Findings-of-Fact and approve the petitioner's

19 rezoning request.

09:55AM 20 MS. SINDEL: Second.

21 MR. BRISKE: Motion and a second. Any

22 discussion? All those in favor please say aye.

23 (Board members vote.)

24 MR. BRISKE: Opposed?

08:35AM 25 (None.)

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1 MR. BRISKE: The motion carries. Thank you,

2 sir.

3 (Conclusion of Z-2011-12. Transcript continues

4 on Page 63.)

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2 CASE NO: Z-2011-13

Location: 9015 Fowler Avenue

3 Parcel: 10-1S-30-1101-124-002

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

District,(cumulative) High Density

(20 du/acre)

5 To: C-2, General Commercial and Light

Manufacturing District, (cumulative)

6 (25 du/acre)

FLU Category: MU-U, Mixed-Use Urban

7 BCC District: 5

Requested by: Wiley C. "Buddy" Page, Agent

8

9 MR. BRISKE: Our next case today is case

10 Z-2011-13, 9015 Fowler Road. A request from R-5 to

11 C-2. Charles Holt is the owner. And Buddy Page

12 will be acting as the agent.

13 Members of the Board, has there been any

14 ex parte communication between you, the applicant,

09:56AM 15 the applicant's agent, attorneys or witnesses or

16 with any fellow Planning Board members or anyone

17 from the general public prior to this hearing? I'll

18 also ask if you visited the subject property, and

19 also disclose if you are a relative, business

09:56AM 20 associate of the applicant or the agent.

21 And starting once again.

22 MS. ORAM: Once again, no to all.

23 MR. BRISKE: Thank you.

24 MR. GOODLOE: No to all.

09:56AM 25 MR. BARRY: No communication. I'm familiar

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1 with the site.

2 MR. BRISKE: Chairman, none.

3 MS. DAVIS: None for me.

4 MR. WINGATE: I just drove down the area.

09:56AM 5 MR. BRISKE: Okay. Thank you, sir.

6 Ms. Sindel.

7 MS. SINDEL: No communication, but I am

8 familiar with the site.

9 MR. BRISKE: All right. Thank you.

09:56AM 10 Staff, was the notice of the hearing sent to

11 all the interested parties?

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

13 MR. BRISKE: And was the notice also posted on

14 the subject property?

09:57AM 15 MS. SPITSBERGEN: Yes, sir, it was.

16 MR. BRISKE: All right. If there's no

17 objections from Mr. Page, we will show the maps and

18 photographs.

19 All right. Please proceed.

09:57AM 20 MS. CAIN: Z-2011-13, 9015 Fowler Avenue, from

21 R-5 to C-2.

22 This is the wetlands and locational map showing

23 that there are no wetlands on site. This is the

24 aerial view of the property. This is the future

09:57AM 25 land use and the existing land use map. This is the

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PLANNING BOARD REZONING HEARINGS - JULY 11, 2011

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1 zoning map showing the subject property is R-5, the
 2 surrounding properties R-3. This is the public
 3 notice sign as posted on the site.
 4 Looking northwest from Fowler Avenue on the
 09:57AM 5 subject property. This is looking southwest from
 6 Fowler Avenue. This is looking west across Fowler,
 7 the subject property. This is the 500 foot radius
 8 map from Chris Jones. And the mailing list.
 9 MR. BRISKE: Okay.
 09:58AM 10 MS. CAIN: That's the end of it.
 11 MR. BRISKE: Board members, any questions of
 12 the photographs or the maps?
 13 Mr. Page, if you will come forward, please.
 14 Once again, just state your name and address
 09:58AM 15 for the record.
 16 (Presentation by Wiley C. "Buddy" Page.)
 17 MR. PAGE: Mr. Chairman, Wiley Page, 5337
 18 Hamilton Lane, Pace, Florida, 32571.
 19 MR. BRISKE: Mr. Page, you were previously
 09:58AM 20 sworn in and are still under oath as part of this
 21 hearing, so we'll ask you to proceed at this point.
 22 Have you received a copy of the rezoning
 23 hearing package with the staff's Findings-of-Fact?
 24 MR. PAGE: Yes, sir.
 09:58AM 25 MR. BRISKE: All right. And do you understand
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1 that you have the burden of providing substantial
 2 competent evidence that the proposed rezoning is
 3 consistent with the Comprehensive Plan and also
 4 furthers the goals, objectives and policies of the
 09:58AM 5 Comprehensive Plan and is not in conflict with any
 6 portion of the Land Development Code?
 7 MR. PAGE: Yes, sir.
 8 MR. BRISKE: Please, proceed, Mr. Page.
 9 MR. PAGE: Mr. Chairman, this application comes
 09:59AM 10 before you this morning following several incidences
 11 where Mr. Holt had attempted to open up a web-based
 12 car sales operation on Fowler Avenue.
 13 Mr. Holt was cited for an activity that is not
 14 allowed in that area. He came down with other
 09:59AM 15 representation before this Board and presented an
 16 application request to change him to R-5. The Board
 17 granted that increase to Mr. Holt.
 18 Subsequent to that, Mr. Holt went back out
 19 understanding that that's what he needed, only to
 09:59AM 20 have another complaint filed and another notice of
 21 violation issued indicating that he really can't do
 22 that in an R-5 area.
 23 So we're back before the Board today to pick
 24 out a zoning category that will allow him to do a
 10:00AM 25 web-based auto sales business.
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1 And Mr. Chairman, with the Board's indulgence,
 2 I think it would be well to hear from Mr. Holt and
 3 one other representative in that area. And at this
 4 point, if you so allow, I would like for them to
 10:00AM 5 come forward and make a brief presentation.
 6 MR. BRISKE: Yes, sir. Mr. Page, that will be
 7 fine. And if they're not going to cover this in
 8 their comments, I would like also to know what the
 9 reliance was on how you found out that R-5 versus
 10:00AM 10 the C-2 was going to be required. In other words,
 11 was Mr. Holt informed that by a County staff member
 12 or how did he come upon the reliance of that. But
 13 I'll let you present that, but I do want to get that
 14 question answered before your presentation is over.
 10:00AM 15 MR. PAGE: Mr. Chairman, I think Mr. Holt can
 16 address that.
 17 MR. BRISKE: All right. Thank you, sir.
 18 Mr. Holt, if you'll come forward, please, sir.
 19 Good morning, sir.
 10:00AM 20 MR. HOLT: Good morning.
 21 MR. BRISKE: Please state your name and address
 22 for the record and be sworn in.
 23 MR. HOLT: Charles Holt, 9015 Fowler,
 24 Pensacola, Florida.
 10:01AM 25 (Mr. Charles Holt was sworn.)
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1 MR. BRISKE: Mr. Page, are you going to be
 2 asking questions or is Mr. Holt just going to give
 3 general comments?
 4 MR. PAGE: No, sir. I think he's going to give
 10:01AM 5 his presentation.
 6 MR. BRISKE: Thank you, sir.
 7 Mr. Holt, please proceed.
 8 MR. HOLT: Yes, sir. We purchased the property
 9 a little over a year ago with my intention of doing
 10:01AM 10 a web-based business. Previously, I had a big
 11 office, a big operation. I wanted to downsize, say
 12 semi retire, so I thought this was permissible.
 13 And the reason I thought this is I visited
 14 Mr. McNeal at Mustang Village, which is within our
 10:01AM 15 block. He is a licensed Florida auto dealer. He
 16 does also have a parts business. He said I'd have
 17 no problem. Being a little naive in this case, I
 18 went ahead.
 19 We had a complaint due to the fact that the
 10:01AM 20 State of Florida -- to hold my motor vehicle dealer
 21 license, I had to display a sign.
 22 I contacted a rep, not Mr. Page, and we kicked
 23 it back and forth and talked to some of the staff
 24 and felt that we would be okay with R-5. We went
 10:02AM 25 ahead and got the R-5. Did the sign.
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PLANNING BOARD REZONING HEARINGS - JULY 11, 2011

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1 Then it returned to us through the State of
 2 Florida with the outside storage issue, which due to
 3 my lack of due diligence, this was my fault, I
 4 didn't really follow up on it. I had to have the
 10:02AM 5 outside storage.
 6 We do not display cars. If anybody went --
 7 it's a web-based business. If anybody were to come,
 8 it would be by appointment only. They're all kept
 9 -- you saw pictures -- we have a privacy fence with
 10:02AM 10 even no trespassing signs on it. So we're not
 11 trying to attract walk up traffic, that's not what
 12 we do. We want to comply where we continue this
 13 web-based business and try to make everybody happy.
 14 We have spent lots of time and lots of dollars
 10:03AM 15 upgrading this property, and lots of dollars right
 16 here in this process. So I would like to get to the
 17 C-2 zoning so hopefully we don't have to come back
 18 and we can comply.
 19 MR. BRISKE: Okay. You mentioned that you had
 10:03AM 20 relied on information from the staff but then your
 21 business plan changed slightly and you added some
 22 additional requirements?
 23 MR. HOLT: Well, no. I didn't realize -- we
 24 rarely keep vehicles on site. But according to the
 10:03AM 25 State of Florida -- and I discussed that with staff
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1 and we were -- but according to the State of
 2 Florida, I have to hold a Florida dealer's license,
 3 which presently I do not hold. I did give it up
 4 because of this problem.
 10:03AM 5 We have to have space to park four cars. Well,
 6 I knew we had space, but I thought we were okay
 7 there. But we can't because of the R-5 zoning and
 8 the outside storage, we can't keep them there, which
 9 the State of Florida -- their designation to hold
 10:04AM 10 this license is you had to be able to store at
 11 least, I believe it's four cars on the property.
 12 MS. SINDEL: Mr. Chairman.
 13 MR. BRISKE: Yes, ma'am.
 14 MS. SINDEL: It sounds to me, and please feel
 10:04AM 15 free to correct me, that what you're doing is more
 16 what we consider fleet sales. I mean, you're not a
 17 car dealer, but you do have cars on site versus -- I
 18 know you were discussing the fact that it's a
 19 web-based business --
 10:04AM 20 MR. HOLT: Right.
 21 MS. SINDEL: -- but I think quite often when
 22 people hear web based they're not considering the
 23 fact that you have on-site products. You're doing
 24 car sales or fleet sales web based, but do you store
 10:04AM 25 an actual product on site for people to come
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1 purchase?
 2 MR. HOLT: Possibly. We do --
 3 MS. SINDEL: Let me rephrase that.
 4 MR. HOLT: Okay.
 10:04AM 5 MS. SINDEL: Are you storing -- if I buy from
 6 you online, are you simply acquiring the product I
 7 bought and storing it for me to come pick it up --
 8 MR. HOLT: No, ma'am.
 9 MS. SINDEL: -- or are you storing it where I
 10:04AM 10 can walk up and buy it?
 11 MR. HOLT: We would own that, but a lot of
 12 times we -- because we don't retail, if we have
 13 automobiles, we will place them with a dealer that
 14 is a retail dealer while we advertise them on the
 10:05AM 15 internet, and/or at either Pensacola Auto Auction or
 16 the American Auto Auction at the fairgrounds. So we
 17 may have a max of five vehicles that we would own.
 18 We would probably have no more than one or two on
 19 site at that time -- at each time.
 10:05AM 20 MS. SINDEL: Are these brought in by trailer?
 21 MR. HOLT: Well, they're usually bought either
 22 at an auction or somewhere. Possibly could be
 23 brought in on a trailer, yes, ma'am.
 24 MS. SINDEL: Thank you.
 10:05AM 25 MS. DAVIS: Mr. Chairman, may I ask. Are they
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1 your cars? Do you own them?
 2 MR. HOLT: Yes, ma'am. The business owns them.
 3 MR. BRISKE: Okay.
 4 MR. BARRY: Can we get a response from the
 10:05AM 5 County staff about Mr. Holt's statement about the
 6 previous?
 7 MR. BRISKE: Yes, we'll get that.
 8 Mr. Page.
 9 MR. PAGE: Yes, sir.
 10:06AM 10 MR. BRISKE: Anymore questions or did you wish
 11 to do anymore examination of Mr. Holt as a witness
 12 at this point?
 13 MR. PAGE: No, sir.
 14 MR. BRISKE: Mr. Holt, if you'll just step to
 10:06AM 15 the side there and we'll bring you back in just a
 16 moment, please.
 17 State your name and address, please.
 18 MR. JONES: Horace Jones, division manager.
 19 (Testimony by Horace Jones.)
 10:06AM 20 MR. JONES: Yes. We have had several meetings
 21 with Mr. Holt along with some Code Enforcement. And
 22 at the time of the R-5 zoning, we were lead to
 23 believe that, basically, this what going to be a
 24 home-based occupation where he would just have an
 10:06AM 25 office there. Therefore, he was given an
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PLANNING BOARD REZONING HEARINGS - JULY 11, 2011

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1 opportunity to come to the rezoning and apply for an
 2 R-5, which R-5 does allow for that particular type
 3 of office.
 4 But then we were told again by Code Enforcement
 10:06AM 5 that there was, as Ms. Sindel alluded to, there were
 6 some cars being stored on site, so, therefore --
 7 whether it was periodically or one or two. So,
 8 therefore, Code Enforcement went out again -- and I
 9 think based upon a complaint -- and we met with
 10:07AM 10 Mr. Holt, again. And we told him, well, because of
 11 that aspect, you would need to, again, apply for a
 12 C-2 zoning, because a C-2 does allow for outside and
 13 it does allow for car sales.
 14 We did have several meetings with Mr. Holt. We
 10:07AM 15 discussed this issue very thoroughly with him. It
 16 was a very unanimous decision that even in an R-5
 17 you cannot have that type of use there because it
 18 does not allow for sales. It's just got to be an
 19 office.
 10:07AM 20 I finally told him that basically that after
 21 the R-5 was granted they needed to come through the
 22 DRC process to get the office -- meeting all of the
 23 office performance standards.
 24 But after that, the other citation was brought
 10:08AM 25 upon him. That's when we told him, again,
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1 basically, this does require -- and we've had --
 2 again, the conversation was stated over and over
 3 again with Mr. Holt, even with Code Enforcement
 4 present, and so we did discuss this issue with him.
 10:08AM 5 MS. SINDEL: Mr. Chairman.
 6 MR. BRISKE: Ms. Sindel.
 7 MS. SINDEL: Let's discuss a comment that you
 8 just made. I want to really make sure we're clear
 9 on this. R-5, when it comes to sales, it is a
 10:08AM 10 home-based business. If I see the sign out front
 11 and I want to walk in and there's no product
 12 anywhere on site, but Mr. Holt said, absolutely have
 13 a seat, and we can go online and find you a car,
 14 that is sales, but it's sales without on site
 10:08AM 15 product and that is allowed in R-5?
 16 MR. JONES: R-5 does allow for office type
 17 uses, yes.
 18 MS. SINDEL: So you can do sales in R-5, you
 19 just cannot do sales and store a product outside?
 10:08AM 20 MR. JONES: Yes.
 21 MS. SINDEL: If he were selling sunglasses and
 22 had them inside the building in R-5, is that okay?
 23 MR. JONES: Whatever the requirements for
 24 office setting -- if he has customers coming -- that
 10:09AM 25 once he gets site plan approval with meeting all the
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1 performance standards for the adequate parking,
 2 handicap parking, all of those things, he could be
 3 permitted and allowed and granted a development
 4 order meeting all those standards for an office.
 10:09AM 5 And if customers are coming there acquiring and
 6 doing things there -- but, basically, no type of
 7 auto sales or office or outside storage is allowed
 8 in R-5 uses.
 9 MS. SINDEL: So you can do sales but you have
 10:09AM 10 to be ADA compliant, you have to meet certain
 11 restrictions if you're going to sell a product? And
 12 I'm not talking about outside sales --
 13 MR. JONES: Yes.
 14 MS. SINDEL: -- I'm talking about if you're
 10:09AM 15 selling little bitty widgets that you can store in
 16 the closet?
 17 MR. JONES: Yes. Professional offices, yes.
 18 MS. SINDEL: You have to meet certain
 19 protocols.
 10:09AM 20 MR. BRISKE: Hold on just a moment. Let's make
 21 sure that we get everything on the record here.
 22 State your name and your position, please.
 23 (Testimony by Lloyd Kerr.)
 24 MR. KERR: Lloyd Kerr, director of Development
 10:10AM 25 Services. I just wanted to make a point of
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1 clarification on Ms. Sindel's comments. And I think
 2 Mr. Jones was getting to it, but it's professional
 3 offices. Retail sales are not permitted in R-5,
 4 retail sales of any kind, regardless of whether you
 10:10AM 5 come into an office and buy a widget. That is
 6 considered retail sales and that would not be
 7 permissible. The offices that are permitted in an
 8 R-5 are professional type offices, an insurance
 9 agent, an architect, those sorts of -- types of
 10:10AM 10 professional services. But retail sales of any kind
 11 there's a minimum you have to at least to be an R-6
 12 zone before you could do that. And, of course,
 13 outside sales or an outside storage would also be
 14 prohibited. Home offices are permitted or
 10:11AM 15 standalone offices are permitted in R-5.
 16 MS. SINDEL: Thank you.
 17 MR. BRISKE: Mr. Wingate first and then
 18 Mr. Barry. Go ahead, sir.
 19 MR. WINGATE: What I'm hearing here is if he is
 10:11AM 20 in an automobile sales business, whether it's online
 21 or whatever, at some point there will be a transfer
 22 or delivery. And in the State of Florida, having an
 23 automobile license, you've got to be in a commercial
 24 zone with a C-2 to do the automobile business. In
 10:11AM 25 other words, he can't say, well, I'm in the house
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1 doing this, but some way he's going to have to take
 2 delivery at some point. So if a person comes in and
 3 takes delivery, even though -- that makes him a
 4 licensed dealer, but if he's not -- it seems like
 10:11AM 5 there is some conflict at some point, when a person
 6 buys a car, no matter where they buy it from,
 7 they're going to want a point of delivery. And the
 8 point of delivery for that automobile dealer -- for
 9 that automobile person that sold it to you must be
 10:12AM 10 C-2 or at least R-6; am I correct?
 11 MR. KERR: I think that you are correct. If an
 12 order for -- the only activity that would be
 13 permitted within that R-5 would be that activity
 14 that would be able to be done inside of the office.
 10:12AM 15 If he's taking delivery of goods at the location,
 16 then I would say that puts it into a little
 17 different category. And if he's storing the
 18 vehicles there, then I think that takes a little bit
 19 of a different -- takes it into a little bit of a
 10:12AM 20 different category.
 21 That's probably a very fine line. I think it
 22 would really depend on exactly the activity, exactly
 23 what happens. I mean, I think it is possible for
 24 him to take delivery of a vehicle, sign for it and
 10:13AM 25 then drive it off the lot and go somewhere else to
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1 store the vehicle. I think that's permissible. But
 2 if he were to take delivery of a vehicle and the
 3 vehicle were to remain there any period of time,
 4 then I would say that that would cross into the
 10:13AM 5 outdoor sales, outdoor storage possibly even.
 6 MR. BRISKE: Mr. Barry.
 7 MR. BARRY: I have a question for Mr. Page.
 8 MR. BRISKE: Mr. Page, please come to the
 9 microphone. Thank you, sir.
 10:13AM 10 MR. BARRY: Was the C-2 the only option? With
 11 a full understanding of Mr. Holt's business now, was
 12 that the only option that you -- was it the most
 13 appropriate option, was it the only option that
 14 staff gave him?
 10:13AM 15 MR. PAGE: Mr. Chairman, in response the C-2
 16 was what staff had indicated to him. I suggested to
 17 him if you wanted to do away with any Code
 18 Enforcement actions perhaps in the future he needed
 19 to have C-2, which clearly allows outside storage.
 10:14AM 20 And he has the room for that paved in the rear of
 21 the building.
 22 MR. BARRY: Okay. Thank you.
 23 MR. BRISKE: Question for staff. It's not
 24 really too relevant to this, but you said there was
 10:14AM 25 another property, the Mustang shop or something like
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1 that --
 2 MR. HOLT: The Mustang Village, yes, sir.
 3 MR. BRISKE: -- where there was a similar
 4 property. Is that just a nonconforming use that is
 10:14AM 5 there or do we know?
 6 MR. HOLT: I believe it was grandfathered in,
 7 is what I was told. They've been there a lot of
 8 years.
 9 MR. KERR: I don't know the specifics on that,
 10:14AM 10 Mr. Chairman, and really would not be able to
 11 comment on that.
 12 MR. BRISKE: Right. I was trying to get an
 13 idea of what the surrounding uses were.
 14 MR. PAGE: Mr. Chairman, I think I'm going to
 10:14AM 15 cover that in a Powerpoint.
 16 MR. BRISKE: Okay, Mr. Page. I will ask that
 17 anyone who speaks -- let's keep this in order and
 18 come to the microphone. We have a court reporter
 19 recording verbatim here so we have to make sure we
 10:15AM 20 get everything on the record.
 21 Mr. Barry, did you have something else?
 22 MR. BARRY: No, sir.
 23 MR. BRISKE: Board members, anymore questions
 24 at this point for Mr. Holt? Obviously, they'll have
 10:15AM 25 a chance to rebut.
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1 MS. SINDEL: Not at this time.
 2 MR. BRISKE: Mr. Page, please proceed.
 3 MR. PAGE: Mr. Chairman, we've heard a number
 4 of references to the operation, how it is going to
 10:15AM 5 potentially move forward, describing the impacts in
 6 the immediate neighborhood. The neighbor that is
 7 most affected by this is the one who walks out his
 8 front door and looks straight across. If the land
 9 use map were up, again, I could show you where he
 10:15AM 10 is. He is directly across. He is the only house --
 11 he's -- you can't see it on yours, but he is right
 12 here. He is just west or just east of the word
 13 avenue. And he is the only house across the street
 14 that faces this piece of property. The other house
 10:16AM 15 across the street faces due north and they have a
 16 solid fence on the Fowler Street side.
 17 Mr. Chairman, that home is owned by Mr. Bud
 18 Arnold, who is here, who wanted to make a brief
 19 statement to the Board.
 10:16AM 20 MR. BRISKE: Okay.
 21 MR. PAGE: Mr. Arnold.
 22 MR. BRISKE: Is Mr. Arnold being called as a
 23 witnesses?
 24 MR. PAGE: Yes, sir.
 10:16AM 25 MR. BRISKE: Mr. Arnold, please state your name
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1 and address and be sworn in, sir.
 2 MR. ARNOLD: Clifton Arnold. 9010 Fowler
 3 Avenue, Pensacola, Florida.
 4 (Clifton Arnold was sworn.)
 10:16AM 5 MR. BRISKE: Yes, sir. Please, proceed.
 6 MR. ARNOLD: Yes. The house across the street
 7 from me has come up from where it was at. It used
 8 to be more of a drug house than anything else. The
 9 man has come in there and did wonders to it compared
 10 to what it was.
 11 I've got no complaints whatsoever. I don't see
 12 no cars. Every once in awhile you'll see a car
 13 there. But there's a privacy fence up in there to
 14 where you cannot see it. But to me, it's helped the
 10:17AM 15 community a whole lot.
 16 MR. BRISKE: Okay. Mr. Page, did you have
 17 other questions for this witness?
 18 MR. PAGE: Yes. Mr. Arnold, could you describe
 19 to the Board what you see when you walk out your
 10:17AM 20 front door and look across the street in terms of
 21 the visual appearance, landscaping and so forth?
 22 MR. ARNOLD: It's fine. It's beautiful.
 23 Better than mine, I hate to say it.
 24 MR. PAGE: Thank you.
 10:17AM 25 MR. BRISKE: All right. Board members, any
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1 questions of this witness?
 2 MS. SINDEL: No, thank you.
 3 MR. BRISKE: Thank you, Mr. Arnold. Mr. Page.
 4 MR. PAGE: Mr. Chairman, in looking at the
 10:17AM 5 criteria, to run through that very quickly.
 6 Criterion (1), consistency with the Comprehensive
 7 Plan. The staff does indicate that we are
 8 consistent with that.
 9 One of the continuing questions that always
 10:18AM 10 seems to come up, in my mind, anyway, is when
 11 statements are made, as it is under the findings,
 12 under Criterion (1), of the residential nature of
 13 the surrounding properties. Surrounding
 14 proprieties, we never really know how far that goes
 10:18AM 15 out to surround. Adjacent would mean properties
 16 right next door. Surrounding properties, when you
 17 think of the County's 500 foot notification, ground
 18 measurement device, that takes in a considerable
 19 amount. So we continue to wonder about the nature
 10:18AM 20 of the surrounding properties, that particular word.
 21 We sure would like to see that defined at some
 22 point. So they think we are consistent with the
 23 staff's recommendation, Mr. Chairman, for Criterion
 24 (1).
 10:18AM 25 Criterion (2), consistency with the Land
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1 Development Code. The Land Development Code, in
 2 requesting a C-2 category, one of the concerns that
 3 always comes up is the broad things that can be used
 4 under the C-2 listing.
 10:19AM 5 One of these is Item Number 20, which includes
 6 a lot of activities generally associated as adult
 7 entertainment, liquor stores, those types of things.
 8 The County rule says that if there is a religious
 9 institution within a quarter mile then none of those
 10:19AM 10 activities are allowed. I will show you shortly a
 11 presentation that there is a church within that
 12 distance which precludes and eliminates all of the
 13 things of concern in terms of adult activities and
 14 so forth that continually come up, only because car
 10:19AM 15 sales happens to be put into that C-2 category.
 16 The findings that the staff has regarding this,
 17 one of the criteria is the locational criteria. The
 18 locational criteria that we turned in originally,
 19 there was some comment and concern about the width
 10:20AM 20 of the right-of-way for Nine Mile Road and the width
 21 of the right-of-way for the southerly boundary road,
 22 which is on the southerly end. Mr. Chairman, what
 23 we did was to go back and review that. And we have
 24 compiled a revised compatibility analysis that I
 10:20AM 25 would like to submit to the Board as evidence item
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1 whatever, at this point, if I could.
 2 MR. BRISKE: If you'll submit it to our staff
 3 there. And then let's get a copy to each one of the
 4 Board members here. The Chair will ask that you
 10:21AM 5 review the document that we will consider bringing
 6 into evidence as Applicant's Exhibit Number 1. The
 7 Chair will entertain a motion for that.
 8 MS. SINDEL: So moved.
 9 MR. WINGATE: Second.
 10:21AM 10 MR. BRISKE: A motion and a second to bring in
 11 the revised compatibility analysis as the
 12 Applicant's exhibit. All these in favor say aye.
 13 (Board members vote.)
 14 MR. BRISKE: Opposed.
 10:21AM 15 (None).
 16 MR. BRISKE: All right. This will be marked as
 17 Applicant's Exhibit 1.
 18 (Applicant's Exhibit 1, Revised Compatibility
 19 Analysis, was identified.)
 10:21AM 20 MR. BRISKE: All right. Mr. Page, go ahead.
 21 MR. PAGE: Mr. Chairman, in this analysis we
 22 took a look at the 14 lots that are located on the
 23 west side of Fowler between Nine Mile Road and Bush
 24 Street on the south. As you might well understand,
 10:21AM 25 quarter sections and half sections in Escambia
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1 County are measured generally from centerline to
 2 centerline. The map that you see shows exactly one
 3 mile from Nine Mile Road to Bush. Halfway -- the
 4 halfway point is actually on the parcel of property
 10:22AM 5 just north of the subject property that we're here
 6 about today. It's owned by Ms. Werhan. And I'll
 7 get into more details about that.
 8 MR. HOLMER: Excuse me. Mr. Page, do you want
 9 me to pull up the presentation?
 10 MR. PAGE: Pardon me?
 11 MR. HOLMER: This presentation that you
 12 submitted.
 13 MR. PAGE: Let's see.
 14 MR. HOLMER: Do you want me to pull that?
 15 MR. PAGE: Yes. If you could, pull that up,
 16 please.
 17 MR. BRISKE: Mr. Page, I failed to ask you if
 18 you wish to be qualified as an expert in this case,
 19 so I think we need to go through that process to
 10:22AM 20 make sure that is part of our record here.
 21 Members of the Board, you've previously been
 22 provided with Mr. Page's qualifications in the area
 23 of expertise for land use for Escambia County. Are
 24 there any questions of the Board to qualify Mr. Page
 10:23AM 25 as an expert witness in this area?
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1 MS. DAVIS: No.
 2 MS. SINDEL: No.
 3 MR. BRISKE: The Chair will entertain a motion.
 4 MS. DAVIS: I so move that we will qualify him
 10:23AM 5 as an expert in land use.
 6 MR. BARRY: Second.
 7 MR. BRISKE: A motion and a second. Any
 8 discussion? All those in favor say aye.
 9 (Board members vote.)
 10:23AM 10 MR. BRISKE: Opposed.
 11 (None.)
 12 MR. BRISKE: The motion carries. Mr. Page, I
 13 will qualify you as an expert in this case on the
 14 area of land use. All right, sir.
 10:23AM 15 MR. PAGE: Thank you, Mr. Chairman.
 16 MR. BRISKE: I just wanted to make sure we got
 17 that on the record.
 18 MR. PAGE: Thank you. Mr. Chairman, as noted
 19 in our revised compatibility analysis, we are
 10:23AM 20 looking at properties and attempting to establish
 21 the fact that there are over 50 percent of the
 22 properties on the west side of Fowler between Nine
 23 Mile and Bush that are either zoned and/or used for
 24 commercial type of activities.
 10:23AM 25 In the summary you see, as far as the footage
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1 requirements go, at the bottom, the Lowe's property,
 2 which has several out parcels, that totals from the
 3 property appraiser's office a distance of 775 feet.
 4 The next property listed is Curly. Those of
 10:24AM 5 you that have been by the property notice that there
 6 is a -- it's a goat farm. Mr. Curly raises and
 7 sells goats and goat milk.
 8 The next piece of property is owned by Werhan.
 9 The next piece by Mr. Holt himself. And then
 10:24AM 10 jumping way down to Mustang Village at 300 feet.
 11 Those are all the footages of 1,818. In dividing
 12 that out it comes out to greater than 72 percent.
 13 Mr. Chairman, I would like to submit a couple
 14 of other documents here, too, if I can. I mentioned
 10:24AM 15 on that list the name of Werhan with 187 feet of
 16 frontage.
 17 Ms. Werhan is a jewelry maker. She lives
 18 adjacent and next door on the north side of
 19 Mr. Holt's property. I have copies of her business
 10:25AM 20 tax receipt renewal, which used to be a business
 21 license, is what it was formally titled. And I
 22 would like to submit that, together with Mustang
 23 Village, which is to the south, as we mentioned,
 24 with 300 feet of frontage. They are also on the
 10:25AM 25 list. That's owned by Mr. Bob McNeal, and he has
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1 been there, according to the records here, since
 2 1980.
 3 So these are two adjacent pieces of property,
 4 Mr. Chairman, that I do have documentation on that
 10:25AM 5 show that the property is being used for something
 6 in addition to residential, and I would like to
 7 submit those for the record.
 8 MR. BRISKE: Mr. Page, are you bringing those
 9 in individually or as a collective exhibit?
 10:26AM 10 MR. PAGE: The pleasure of the Board. I could
 11 do them individually, but if you want to
 12 collectively look at them, I have a collective
 13 total.
 14 MR. BRISKE: Okay. Let's bring them in
 10:26AM 15 collectively as -- and how many pages are there?
 16 MR. PAGE: Well, each one of them is only just
 17 a single page.
 18 MR. BRISKE: Okay. So total pages? I just
 19 want to make sure we get the exhibit correctly
 10:26AM 20 marked.
 21 MR. PAGE: Two.
 22 MR. BRISKE: Two pages. So Applicant's Exhibit
 23 Number 2 will collectively include two pages. And
 24 if you'll please submit them to the staff.
 10:26AM 25 Pressure of the Board to accept as additional
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1 evidence, Applicant's Exhibit 2, which is two pages.
 2 MR. GOODLOE: So moved.
 3 MS. SINDEL: Second.
 4 MR. BRISKE: All those in favor say aye.
 10:26AM 5 (Board members vote.)
 6 MR. BRISKE: Opposed.
 7 (None.)
 8 MR. BRISKE: All right. They will be marked as
 9 Applicant's Exhibit 2, two pages.
 10:25AM 10 (Applicant's Exhibit 2, Business Tax Receipt
 11 Renewal, was identified.)
 12 MR. BRISKE: Go ahead, Mr. Page.
 13 MR. PAGE: Mr. Chairman, I do not have
 14 competent and substantial evidence to present to the
 10:26AM 15 Board regarding Mr. Curly's goat farm, his sell of
 16 goats and milk. Mr. Curly is an elderly gentleman.
 17 And he does not have a business licenses. He has
 18 been doing this probably for somewhere greater than
 19 20 years. He did express some concern about his
 10:27AM 20 land being rezoned. I tried to indicate to him that
 21 we simply wanted to be able to say that he has been
 22 operating the sell of goats for something greater
 23 than ten years. He concurred with that and hoped
 24 that Code Enforcement would not be out to see him.
 10:27AM 25 Mr. Chairman, we used Mr. Curly in our
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1 calculations, as you can see. If you remove
 2 Mr. Curly of 430 feet, we are still greater than 60
 3 percent in attempting to show that we have complied
 4 with Section 7.20.03.B.
 10:28AM 5 So Mr. Chairman, that is the summary of our
 6 revised compatibility analysis. We have changed the
 7 figures of the width of that block to represent --
 8 as you know, it would be 2,640, half of a --
 9 one-half of a mile. And then you take away 100 feet
 10:28AM 10 for the right-of-way of Nine Mile Road, 25 feet or
 11 half of the right-of-way of Bush, and that nets out
 12 at 2,515 feet.
 13 MR. BRISKE: Staff members, any questions of
 14 Mr. Page on the revised compatibility analysis?
 10:28AM 15 MS. DAVIS: Yes, I do have a question. Are
 16 they all zoned R-3, or what are they zoned, these
 17 people that we're talking about?
 18 MR. PAGE: I think they are all zone from --
 19 with the exception of Mr. Holt, of course, who is
 10:28AM 20 R-5, I think everything else is zoned R-3.
 21 MS. DAVIS: How would this change -- I'm asking
 22 you, Mr. Kerr -- how would this change if we rezoned
 23 it to R-6, would that impact at all?
 24 MR. KERR: Well, he would not be able to -- the
 10:29AM 25 least zoning he would have to have would be C-1,
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1 which allows for a used car lot with a conditional
 2 use. So zoning it to R-6 probably would not -- if
 3 Mr. Holt needs to store the vehicles on his
 4 property, then that would be -- then that's
 10:29AM 5 certainly not going to help him.
 6 And I guess the only question that I would have
 7 on this analysis is whether or not -- my
 8 understanding is that Mr. Curly, Mr. or Ms. Werhan
 9 are both zoned R-3. And are those -- do they have
 10:29AM 10 residences there? I'm just curious on that.
 11 Because I think these may be home-based businesses
 12 which aren't really considered commercial uses. The
 13 primary use is of residential versus commercial.
 14 And I just had that question of Mr. Page.
 10:30AM 15 MR. BRISKE: Okay. Lloyd, I would ask, and all
 16 staff members, please, each time that you speak, if
 17 you'll just say your name first so that we can get
 18 all this on the record.
 19 Mr. Page, would you like to respond to
 10:30AM 20 Mr. Kerr's question?
 21 MR. PAGE: Yes, sir, Mr. Chairman. Under
 22 7.20.03.B, it indicates any properties zoned
 23 commercial or used for commercial purposes. It
 24 doesn't say used for commercial and may be a home or
 10:30AM 25 used for commercial and may be an RV, it just simply
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1 says the property is used commercially. And it is.
 2 MR. BRISKE: Drew, can we please bring that up
 3 so that the Planning Board members can review it?
 4 MR. HOLMER: Yes, sir.
 10:30AM 5 MR. BRISKE: Would you give the section again
 6 that you were referring to, Mr. Page.
 7 MR. PAGE: Yes, sir.
 8 MR. BRISKE: Ms. Sindel, when you're through
 9 reviewing the exhibits, if you'll send them back
 10:31AM 10 this way. I want to try to keep them all in order
 11 here. I'm going to keep them all together until the
 12 end so I can refer back to them.
 13 Okay. Let's make sure what we've got here.
 14 Now, staff, are you bringing this in as an exhibit
 10:31AM 15 to your case?
 16 MR. HOLMER: It's just a reference. That is a
 17 page from the Land Development Code, the Section
 18 7.20.03.B, refers to the infill development. This
 19 is the section Mr. Page is referring to.
 10:32AM 20 MR. BRISKE: Since this is a County code, we
 21 will not bring it in as evidence. It will be
 22 referenced in the record that a document was handed
 23 to the Planning Board for clarification so they
 24 could read it themselves, but it is part of the
 10:32AM 25 County code already.
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1 MR. PAGE: Mr. Chairman, could I have a copy of
 2 that, too, please?
 3 MR. BRISKE: Yes, sir. Please provide Mr. Page
 4 with that. It appears to be the most current LDC
 10:32AM 5 section that Drew referred to. Go ahead, sir.
 6 MR. PAGE: Mr. Chairman, in what's being passed
 7 out under 7.20.03.B, infill development, in areas
 8 where over 50 percent of a block is either zoned or
 9 used for commercial development, that was my
 10:32AM 10 reference.
 11 MR. BRISKE: Okay. That will be the first
 12 sentence there.
 13 Drew, did you wish to put anything else on the
 14 record for that?
 10:33AM 15 MR. HOLMER: No, sir.
 16 MR. KERR: Mr. Chairman, if I may. Lloyd Kerr,
 17 Development Services. It sounds to me like Mr. Page
 18 is making the argument that home occupations will be
 19 considered commercial uses. And I would dare say
 10:33AM 20 that the Board would not recommend approval of a
 21 petition where you had an R-1 subdivision where you
 22 may have 50 percent of a block of R-1 -- in an R-1
 23 subdivision where the members or the owners of those
 24 homes were involved in home based businesses, that
 10:33AM 25 that would be considered a commercial use, and,
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1 therefore, eligible for the waiver of the locational
 2 criteria.
 3 Certainly the Board has the authority to do
 4 that if they would like to recommend that waiver,
 10:33AM 5 but home-based businesses, I believe, are intended
 6 and have been considered not being considered
 7 commercial uses in the sense that -- for application
 8 in this particular case.
 9 MR. BRISKE: Mr. Kerr, you, I think, previously
 10:34AM 10 stated that the sale of retail type products was
 11 prohibited in that, and so is that consistent with
 12 what you're saying now? Because I think Mr. Page's
 13 testimony was that there was retail sales happening
 14 in these locations.
 10:34AM 15 MR. KERR: I think it's still consistent. We
 16 don't have any evidence, if you will, that that
 17 activity is going on. And we're basing this simply
 18 on the zoning and on what we understand to be the
 19 use. But I don't -- he's not produced any evidence
 10:34AM 20 except for the testimony of -- his testimony, but we
 21 don't have original testimony from property owners
 22 as to what type and to what extent they operate
 23 their businesses.
 24 MR. BRISKE: Yes, sir. Thank you.
 10:34AM 25 Mr. Page.
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1 MR. PAGE: Mr. Chairman, the competent and
 2 substantial evidence threshold, I believe, has been
 3 produced to you by a copy of the license. If
 4 Mr. Kerr is interested in how many goats are being
 10:35AM 5 sold or how much jewelry is actually being sold off
 6 of the front porch, perhaps those types of detail
 7 requirements should be part of the Land Development
 8 Code.
 9 The Land Development Code simply says
 10:35AM 10 commercial or commercial uses. If the notion that a
 11 commercial use is something that has to be greatly
 12 quantified, then the Land Development Code should
 13 spell that out for us. We're attempting to comply
 14 with exactly what the requirement says. And I think
 10:35AM 15 we've done that. I think we have produced both of
 16 those. Even in the absence of Mr. Curly's goat
 17 farm, we still are in excess of that 50 percent
 18 requirement. This Board approved that language, and
 19 that's simply the language that we're going by.
 20 MR. KERR: Mr. Chairman, if I may.
 21 MR. BRISKE: Yes, sir, Mr. Kerr.
 22 MR. KERR: Lloyd Kerr, Development Services.
 23 And I would just caution the Board that if you were
 24 to agree with his application of commercial uses as
 10:36AM 25 being those of home-based businesses, then the
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1 scenario that I presented to you a few moments ago,
 2 I think it would be very difficult for you to argue
 3 against recommending approval of the zoning based --
 4 utilizing that argument, that home-based businesses
 10:36AM 5 are considered commercial.
 6 And the ordinance is very specific on what is
 7 permitted in home-based business. I don't know
 8 whether or not these people are following those
 9 specific criteria. I don't have all of them in
 10:36AM 10 front of me.
 11 But I think what really is at issue here is
 12 whether or not he meets the locational or the infill
 13 requirement, whether 50 percent of that or greater
 14 of that block is zoned or being used as commercial
 10:36AM 15 properties. And I would -- I believe that if those
 16 properties were taken out of this, then I think our
 17 calculation is going to be -- I haven't done the
 18 calculation. I want to ask that you do that -- or
 19 Drew, have you done that?
 10:37AM 20 MR. HOLMER: I would like to clarify something
 21 regarding the measurements, if I may. We have two
 22 separate things going on with the measurements, the
 23 first being the section measurements.
 24 What I've got here on the screen, this is the
 10:37AM 25 County -- this is a section map. This section,
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1 Section 10, Township 1 South, Range 30 West, is
 2 broken into two halves. The section line to section
 3 line is 5,280 feet, one mile. A half section, as
 4 Mr. Page said, is 2,640. And what we have here is
 10:37AM 5 that north half of that section. Our subject
 6 property is right here. This unopened right-of-way
 7 down here at Bush Street is where our half line
 8 comes.
 9 Now, to clarify the measurement. While the
 10:38AM 10 sectional line is out there in the midst of that --
 11 in the middle of that right-of-way, our Land
 12 Development Code in this section here, this section
 13 that you have, defines the block as road frontage on
 14 one side of the street between the two
 10:38AM 15 rights-of-way. The way we measure that is from this
 16 parcel corner here -- not out to the road centerline
 17 -- from section corner down to this section corner,
 18 which gives us 2,505 feet. It's from those
 19 measurements then that staff would begin deducting
 10:38AM 20 the commercial zoning along that side.
 21 The goats in question -- staff did observe the
 22 goats on a site visit. The goats are confined to a
 23 pen up on this sliver here of this R-3 property,
 24 something along the lines of -- we'll give it 50
 10:39AM 25 feet. There were no goats observed in the rest of
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1 that entire chunk of property. There were maybe a
 2 half dozen out there. There was nothing to indicate
 3 to staff on that visit that there was a goat farm of
 4 sorts or sales.
 10:39AM 5 MR. BRISKE: Is that all one parcel that you're
 6 referring to there?
 7 MR. HOLMER: Yes, sir, it is. That is the -- I
 8 don't have their name.
 9 MR. BRISKE: You're stating that the goats were
 10:39AM 10 contained in one portion of the parcel; is that
 11 correct?
 12 MR. HOLMER: Yes, sir. I'm showing that parcel
 13 as being 429 feet along the front. The section that
 14 staff observed the goats just penned up in the yard
 10:39AM 15 there was approximately the northern 50 feet, not
 16 the entire parcel. That's just from our observation
 17 going out there and driving along.
 18 MS. SINDEL: Mr. Chairman.
 19 MR. BRISKE: Ms. Sindel.
 10:40AM 20 MS. SINDEL: I have a question for Mr. Kerr.
 21 Mr. Kerr, when a citizen files for a business
 22 license with the County, are you contacted or is
 23 your department contacted to confirm that that
 24 business is, for lack of a better term, allowed
 10:40AM 25 legal in specific zoning?
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1 MR. KERR: No, we are not.
 2 MS. SINDEL: So you have -- someone could apply
 3 for a business license selling whatever they want to
 4 or doing whatever they want to and until it,
 10:40AM 5 perhaps, becomes a Code Enforcement issue or a
 6 problem, you really don't know who holds a business
 7 license on that street or what the business is?
 8 MR. KERR: That's absolutely correct. It's not
 9 until -- that it's generally not until we have a
 10:40AM 10 code enforcement issue, and then we'll -- that --
 11 MS. SINDEL: And the fact that someone holds a
 12 business licenses doesn't actually mean that they
 13 are doing that business. They could, for whatever
 14 reason they want to, have that license, it doesn't
 10:41AM 15 mean that they -- we have no way of proving that
 16 unless you send someone from Code Enforcement to go
 17 and knock on the door, I mean, we don't really know
 18 what they're doing?
 19 MR. KERR: That's correct.
 10:41AM 20 MS. SINDEL: If it's not obvious. I think
 21 we've said the word goat enough today.
 22 MR. BRISKE: Mr. Wingate.
 23 MR. WINGATE: Mr. Chairman, I was just looking
 24 at this. And I'm always one of the ones that see
 10:41AM 25 how can we help to do this. But I have not been
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1 able to see a solution at this point. We look at
 2 the infill way, but that don't seem to give a
 3 solution there. Because, in other words, if we did
 4 do that, that would create -- and you look at
 10:41AM 5 Criterion (6), that would create, you know, I think
 6 one of the favorite words that's been around, spot
 7 zoning. And the only solution that I see here is
 8 looking from Nine Mile Road back to the number that
 9 Mr. Page has brought, and then looking at the
 10:42AM 10 existing -- what's happening in the area. If you
 11 drive through that area, there is other commercial
 12 businesses along Fowler if you came from Detroit
 13 back up that way. But you have the Mustang man, the
 14 Mustang business. You have the goats and then
 10:42AM 15 you've got some vacant property and you've got some
 16 residential.
 17 And then looking at the criteria it says --
 18 what it says in the findings of R-6, I don't see
 19 what the criteria that requires an automobile
 10:42AM 20 dealership -- I mean an automobile sales. I don't
 21 see -- if we did it, it still would probably put us
 22 in a position where we're doing site specific
 23 zoning, or a better word, spot zoning.
 24 MR. BRISKE: Thank you, Mr. Wingate. If I
 10:43AM 25 could ask Drew, if you would please bring up the
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1 home-based business list that was referred to. In
 2 our effort for due diligence here, I want to make
 3 sure that we get everything on record so that the
 4 Board members have an opportunity to review those
 10:43AM 5 businesses.

6 MR. HOLMER: I'm sorry.

7 MR. BRISKE: Please give a full description of
 8 what we're talking about here for the record.

9 MR. HOLMER: Are you referring to the permitted
 10:43AM 10 uses for R-5 or --

11 MR. BRISKE: Mr. Kerr referred to permitted
 12 home-based businesses that were within the zoning
 13 district, and I would just like to show the Board
 14 what type of professional office businesses are
 10:43AM 15 permitted and how they may impact the area.

16 MS. SINDEL: Is it current zoning?

17 MR. BRISKE: I think we're going to have to
 18 look at both the R-3 and the R-5 because we're
 19 talking about the length of the street there.

10:44AM 20 MR. KERR: Lloyd Kerr, Development Services.
 21 Mr. Chairman, what we'll look at is the criteria
 22 governing home occupations, which is in Section
 23 6.03, that will help guide us as to what would be
 24 permissible as home-based businesses.

10:44AM 25 MR. HOLMER: I believe Mr. Jones is relating to
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1 me -- are you referring to Section B here for home
 2 occupations? Conducted within the dwelling unit or
 3 accessory building by one or more residents of the
 4 dwelling unit shall not occupy more than 20 percent
 10:45AM 5 of the total floor area of the dwelling unit or more
 6 than 300 square feet of floor area, whichever is
 7 less. Upon commencement of that home occupation,
 8 the owner shall obtain all required business,
 9 professional or occupational licenses.

10:45AM 10 Any home occupation shall meet the following
 11 standards: Exterior evidence of operation. There
 12 shall be no exterior displays or storage or displays
 13 of goods or merchandise or stock in trade visible
 14 from the outside or exhibited on the premises by any
 10:45AM 15 method or devices whatever, including signs, which
 16 would indicate from the exterior that the dwelling
 17 unit or accessory building is being utilized in
 18 whole or in part as a home occupation.

19 And I do believe that is the section that
 10:45AM 20 Mr. Jones --

21 MR. JONES: There's more.

22 MR. BRISKE: And let's just make sure for the
 23 record, we're looking at the Article 6 zoning
 24 districts. Let's get on the record what section
 10:46AM 25 you're reading from, Drew, please.

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1 MR. HOLMER: This is 6.03.00, Home Occupations
 2 and Other Accessory Uses.

3 MR. BRISKE: All right. Thank you, sir.

4 MR. HOLMER: And if I may, instead of reading
 10:46AM 5 through every single one, if Mr. Jones could point
 6 out the one that he would like.

7 MR. JONES: Horace Jones, again. It's very
 8 very specific on what they are supposed to --
 9 basically, in summarizing it, basically, you have a
 10:46AM 10 home occupation with a computer, you live there and
 11 you don't have any customers coming, no display, no
 12 nothing, you just -- your computer and you're doing
 13 some work. And you have a file cabinet. But no
 14 customers, not any of that type of thing. It's very
 10:46AM 15 very specific on the uses that allow for home-based
 16 occupation.

17 MR. BRISKE: Okay.

18 MR. JONES: And from R-3 zoning does not allow
 19 for -- R-3 zoning just allows, basically, for a
 10:47AM 20 house or a duplex.

21 MR. BRISKE: Okay. And Mr. Page, from what I
 22 understand, you're saying that that's not really
 23 what's going on here, that the businesses that are
 24 operating are operating outside of those criteria;
 10:47AM 25 is that correct?

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1 MR. PAGE: Yes, Mr. Chairman. And I might also
 2 add, too, that from the statements of the staff,
 3 what they have observed as far as things at the goat
 4 farm, if we can call it that, they were there one
 10:47AM 5 day. If the Board would indulge me, I think both of
 6 the gentlemen that previously spoke could give you a
 7 more accurate over-the-years use of that particular
 8 property.

9 MR. BRISKE: Mr. Page, you're certainly welcome
 10:47AM 10 to bring them back as rebuttal witnesses.

11 MR. PAGE: Yes, sir.

12 MR. BRISKE: All right.

13 MR. HOLT: Charles Holt.

14 MR. BRISKE: Mr. Holt, I'll remind you that you
 15 still are under oath.

16 MR. HOLT: Yes, sir. The goat farmer, as we've
 17 been calling him, does move those goats. There's
 18 different sections where they move.

19 The particular section where I believe staff
 10:48AM 20 saw them was a garden area. He grew a garden. The
 21 garden was harvested and he put the goats in there.
 22 I've previously owned goats myself and they're good
 23 at cleaning up greenery. And I believe that's what
 24 he did. Because many times they're on the other end
 10:48AM 25 or in the middle of the property or even right at

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1 the house.
 2 MR. BRISKE: Okay. Mr. Page.
 3 MR. PAGE: Mr. Arnold, if you could share.
 4 MR. BRISKE: Once again, Mr. Clifton Arnold.
 10:48AM 5 You are still under oath, sir.
 6 MR. ARNOLD: Yes, sir. I've been up there and
 7 fed the goats many a times. I've been there for
 8 more than 10 years and they're there. If we have
 9 leftovers, I take them up there, fruits and stuff.
 10:48AM 10 They go from one end to the other, back and forth
 11 all the time. He sections them off sometimes when
 12 -- he'll let them eat it off and then he'll move
 13 them down here to this section.
 14 MR. PAGE: So all of the property you've seen
 10:48AM 15 over time --
 16 MR. ARNOLD: They're all over it, the little
 17 ones and the big ones.
 18 MR. PAGE: Thank you.
 19 MR. BRISKE: Staff, any questions for the two
 10:48AM 20 witnesses?
 21 MS. SINDEL: No, thank you.
 22 MR. BRISKE: Mr. Page.
 23 MR. PAGE: Mr. Chairman, the calculations that
 24 staff came up with, we were using 2,515 feet as that
 10:49AM 25 measurement. They came out with 2,505. So I think
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1 based on that we are still within a percentage point
 2 or two of showing that we do, in fact, pass the 50
 3 percent rule considerably.
 4 Mr. Chairman, we left off at the comments
 10:49AM 5 regarding adult entertainment and the church that's
 6 located -- Drew, if you wouldn't mind, in my
 7 presentation or your Powerpoint, rather, I believe
 8 it's going to be -- further, further. On this
 9 particular one I can show it right there. If I can
 10:49AM 10 use my pointer and you can --
 11 MR. BRISKE: Okay. Hold on just a minute,
 12 Mr. Page. The Powerpoint presentation needs to be
 13 brought into evidence. Could you please describe
 14 what your evidence is there, Mr. Page, in your
 10:50AM 15 Powerpoint and approximately how many pages it is
 16 and what you'll be describing by your Powerpoint.
 17 MR. PAGE: Mr. Chairman, the Powerpoint
 18 consists of about eight or nine photographs, both of
 19 -- an aerial photograph of the County, produced by
 10:50AM 20 the County, and several other photographs that I've
 21 made on site along Fowler at Nine Mile Road. And
 22 that generally is the consensus of what's there.
 23 MR. BRISKE: Okay. And you wish for this to be
 24 entered into evidence?
 10:50AM 25 MR. PAGE: I do.
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1 MR. BRISKE: Pleasure of the Board.
 2 MS. SINDEL: So moved.
 3 MR. BARRY: Second.
 4 MR. BRISKE: All these in favor say aye.
 10:50AM 5 (Board members vote.)
 6 MR. BRISKE: Opposed.
 7 (None.)
 8 MR. BRISKE: The Powerpoint will be listed as
 9 Applicant's Exhibit 3 containing the Powerpoint
 10:50AM 10 presented by Mr. Page.
 11 (Applicant's Exhibit 3, Powerpoint, was
 12 identified.)
 13 MR. PAGE: Mr. Chairman, this particular
 14 photograph here shows -- let's see. Well, it
 10:51AM 15 doesn't go far enough. Drew, if we could, move on
 16 down to perhaps another one. One more. More.
 17 MR. HOLMER: It's slow.
 18 MR. PAGE: Is that the end?
 19 MR. HOLMER: No, sir. It's the computer.
 10:51AM 20 MR. PAGE: Oh, I'm sorry. Here is the church
 21 that is located within 1,000 feet of the property
 22 owned by Mr. Holt, Mr. Chairman. This particular
 23 property is owned by the gentleman that owned all of
 24 Lowe's and all of Home Depot, Mr. Clyde Pearson.
 10:51AM 25 Mr. Pearson rents this out to this particular
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1 church.
 2 And, again, as I say, it is within that
 3 distance. I do have a photograph with an orange
 4 arrow on it that shows the distance from the
 10:52AM 5 property, which is located right in here. And the
 6 back corner of that property to the front edge of
 7 the church -- that's the driveway we just saw -- is
 8 a little over 982 feet.
 9 We reference that, Mr. Chairman, to show that
 10:52AM 10 it would eliminate, again, those portions of the C-2
 11 that are generally found to be of interest and
 12 objectionable activities by the neighbors.
 13 Mr. Chairman, under findings then for this, the
 14 staff has found that it is not consistent with the
 10:52AM 15 general commercial and light manufacturing uses.
 16 And they cite a number of things. Of course, we
 17 think that it is given our compatibility study.
 18 But I would like to point out one other thing,
 19 Mr. Chairman, if I can. One of the statements that
 10:52AM 20 is made -- or one of the references, rather, by the
 21 staff, the staff analysis, references Future Land
 22 Use 1.3.1. And it says that we are inconsistent --
 23 MR. BRISKE: Mr. Page, if you'll just hold on
 24 right there. Let's get that up on the screen so
 10:53AM 25 everybody can review what he's referring to, please.
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1 Did you say 1.3.1 --

2 MR. PAGE: Yes, sir.

3 MR. BRISKE: -- of the Comprehensive Plan

4 Future Land Use category, is that what you're

10:53AM 5 referring to, Mr. Page?

6 MR. PAGE: Yes, sir.

7 MR. BRISKE: All right. 1.3.1, Drew.

8 MR. PAGE: Thank you. Mr. Chairman, the

9 statement made is that the use is incompatible with

10:54AM 10 the residential nature of the surrounding properties

11 with the intent of FLU 1.3.1.

12 What you see there -- if we could go to the top

13 under the OBJ-FLU, under the policies.

14 MR. BRISKE: Mr. Page, speak into the

10:54AM 15 microphone, please, to make sure we pick you up.

16 MR. PAGE: Yes, sir. Under the policies right

17 there.

18 MR. BRISKE: And to get it on the record, let's

19 make sure that you read in what you're referring to

10:54AM 20 so it's on the record.

21 MR. PAGE: Mr. Chairman, when the statement is

22 made that we are inconsistent with the residential

23 nature of the surrounding properties, we read here

24 under 1.3.1, under policies -- let's see. Designate

10:55AM 25 land uses on the FLUM to discourage urban sprawl,
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1 promote mixed use, compact development in urban

2 areas and support development compatible with the

3 protection and preservation of rural areas.

4 Mr. Chairman, those are four items that are

10:55AM 5 referenced. I think we could strike the last one.

6 We're not dealing with protection and preservation

7 of a rural area. But how could we be inconsistent

8 with discouraging urban sprawl? I don't see that at

9 this particular location.

10:55AM 10 Number 2, we are promoting a mixed use. As a

11 matter of fact, this category that we'll read in a

12 moment promotes intense mixed uses.

13 And then finally compact development in urban

14 areas. This is certainly an urban area and it's

10:56AM 15 going to be compact. I don't seem to see a

16 connection between the intent that I just read from

17 and what we're attempting to do.

18 Mr. Chairman, if we move further down into the

19 category itself of Mixed Use Urban, if we could

10:56AM 20 scroll down to that. Mr. Chairman, it says in the

21 upper left-hand corner right about in this area

22 here, that the intended use for intense mixture of

23 residential and nonresidential uses and so on and so

24 forth.

10:56AM 25 Over to the right of that and toward the
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1 bottom, it says Escambia County -- right in that

2 general area right there -- it says Escambia County

3 -- this is an interesting statement -- intends to

4 achieve the following mix of land uses for new

10:56AM 5 development within a quarter mile of the arterial

6 roadway or transit corridor by 2030 as follows. And

7 if you take a look at the types of things that the

8 County is going to be promoting within that boundary

9 on the south side of Nine Mile Road, which comes up

10:57AM 10 almost cheek to jaw to this particular piece of

11 property, there's a fair amount of nonresidential

12 retail service at 20 to 50 percent, and also light

13 industrial at five to ten percent.

14 Now, Mr. Holt is not within that first quarter

10:57AM 15 mile. He is about 100 feet south of where that line

16 comes across. So if you take a look at the next

17 statement to the right underneath what I just read

18 it says, in areas beyond the quarter mile of

19 arterial roadways or transit corridors the following

10:57AM 20 mix of land uses are anticipated. And, again,

21 nonresidential is five to 10 percent.

22 Mr. Chairman, I don't know if those

23 calculations are available for the Planning Board,

24 and certainly I would like to see them, but I don't

10:57AM 25 know that we are anywhere close to that threshold.
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1 And I don't know that -- the staff can correct me,

2 but I don't know that those calculations are

3 anywhere to be found at this point.

4 I point that out only to tell you that the

10:58AM 5 future for 2030 seems to indicate the staff will be

6 promoting, however that promotion comes about, in

7 having it to be used for these types of activities.

8 And we would suggest then that our activity is

9 consistent with 1.3.1.

10:58AM 10 MR. BRISKE: Okay.

11 MR. PAGE: Mr. Chairman, moving right along. I

12 think we're on Number 4 -- or Number 3,

13 compatibility with surrounding uses. Let's see. I

14 think we talked about that. Criterion (4), changed

10:58AM 15 conditions.

16 We're not real sure what the frame of reference

17 here is for changed conditions. The finding is that

18 there are no changed conditions. I'm not sure if

19 that goes back to the original Land Development Code

10:58AM 20 that we adopted back in the late eighties and

21 early nineties, but since that time I think every

22 Board member here should be familiar with the fact

23 that at the intersection of Fowler and Nine Mile

24 Road, there's a new Lowe's. There is a brand-new

10:59AM 25 Racetrack. There's a Home Depot. Fowler Avenue,
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1 within the past year, has been designated as a
 2 transit route from north to south between Detroit
 3 and Nine Mile Road. DOT has seen it sufficient to
 4 place a traffic light at that intersection. And all
 10:59AM 5 of these things being considered, the Florida DOT's
 6 main concern in that traffic light is what is at the
 7 very south end of Fowler, and that is McKenzie Tank
 8 Lines.
 9 And Mr. Chairman, if I could ask for the aerial
 10:59AM 10 for the south end of Fowler. I think I have that in
 11 the packet.
 12 MR. BRISKE: Mr. Page, is this in your
 13 Powerpoint presentation?
 14 MR. PAGE: Yes, sir.
 10:59AM 15 MR. BRISKE: Drew, if you will bring that up,
 16 please.
 17 MR. HOLMER: Which slide, Mr. Page?
 18 MR. PAGE: I should have these numbered.
 19 That's not it.
 11:00AM 20 MR. HOLMER: This is McKenzie Tank Lines.
 21 MR. PAGE: This is it. Mr. Chairman, as we
 22 look at this, dead center is McKenzie Tank Lines at
 23 the northeast corner of the intersection of Detroit
 24 and Fowler.
 11:00AM 25 The day we were out, we counted 67 traffic
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1 trailers at that intersection. Why is all that
 2 important? We think it's important because with the
 3 installation of the traffic light at Nine Mile Road,
 4 the preference now for McKenzie Tank Lines, rather
 11:00AM 5 than go west through that subdivision all the way
 6 out Detroit and come out at Pine Forest Road, or to
 7 go east on Detroit and hit Highway 29 and try to mix
 8 in with the traffic there, come back around and get
 9 on the interstate only then to go west, their
 11:01AM 10 traffic pattern now is to simply go out the front
 11 door. Turn to the right. Hit the traffic light and
 12 go westbound, a straight shot to the interstate.
 13 That is a traffic corridor that is very
 14 interesting to the Florida DOT. And I mention all
 11:01AM 15 of this because I'm aiming at the use of that
 16 roadway. When we talked about there are no changes
 17 out in that area, there are considerable changes.
 18 In talking to the County, Mr. Tom Brown and Mr.
 19 Moxley, who just retired, they gave me a copy of the
 11:01AM 20 Federal Urban Boundary and Federal Functional
 21 Classification Handbook. Mr. Chairman, I would like
 22 to submit this in a moment to you.
 23 Every ten years the Florida DOT goes around and
 24 reevaluates all of their roadways. They either
 11:02AM 25 leave them the same, upgrade them or downgrade them.
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1 This particular neighborhood rural road is now
 2 within easy striking distance of being classified as
 3 a minor arterial highway. And Mr. Chairman, the
 4 reason for that is their criteria, that Mr. Moxley
 11:02AM 5 pointed out to me, is that it has -- and this is
 6 just one sentence long -- these major routes that
 7 provide access to regional or international
 8 airports, seaports, handling oceangoing, river barge
 9 traffic and/or rail, truck intermodal facilities are
 11:02AM 10 designated by the Department and approved by the
 11 Federal Highway Administration.
 12 Mr. Moxley says that this type of activity on
 13 the end constitutes a traffic corridor and there is
 14 a multimodal mix of activities within these 60 or 70
 11:03AM 15 trucks that come in, unload, go out into a smaller
 16 bobtail truck for delivery. This is an intermodal
 17 defined piece of property.
 18 So we called the State, at Mr. Moxley's
 19 insistence, and talked to the State person, Mr. Jim
 11:03AM 20 Newsom, who is the urban transportation planner for
 21 classification of roads. I asked him, if roadways
 22 are changed every ten years, when is the last time
 23 you evaluated this area out here. And he said 1989
 24 -- 1999 and the year 2000. And I asked about when
 11:03AM 25 is it going to be looked at again given the criteria
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1 here. He said, we have the information right now to
 2 do that, but we don't have the budget because we've
 3 been cut back. It may be 2012 or '13 before we get
 4 back up.
 11:04AM 5 I discussed this with him. He indicated that
 6 the roadway would be upgraded, given the criteria.
 7 He was aware of the location of McKenzie Tank Lines,
 8 and, of course, being aware of the traffic light on
 9 the highway, as well.
 11:04AM 10 So Mr. Chairman, we think that we meet
 11 criteria, federal highway criteria that Mr. Moxley,
 12 head of the County traffic division, provided to us.
 13 I would like to present that for evidence.
 14 MR. BRISKE: Okay. It will be noted as
 11:04AM 15 Applicant's Exhibit 4. Pleasure of the Board.
 16 MS. SINDEL: So moved to accept as evidence.
 17 MR. BARRY: Second.
 18 MR. BRISKE: Thank you. All those in favor say
 19 aye.
 20 (Board members vote.)
 21 MR. BRISKE: Opposed.
 22 (None.)
 23 MR. BRISKE: It's accepted as Applicant's
 24 Exhibit 4.
 11:04AM 25 (Applicant's Exhibit 4, Federal Urban Boundary
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1 & Federal Functional Classification Handbook
 2 identified.)
 3 MR. PAGE: So Mr. Chairman, I say all of this
 4 to indicate to the Board and hopefully provide some
 11:04AM 5 additional competent and substantial evidence that
 6 there have been changes within the past 10 years in
 7 that area. Even though none are listed here, I
 8 think we're all familiar with some of these that I
 9 have cited for you.
 11:05AM 10 Effect on the natural environment. I don't
 11 think we have any indication of any wetlands there
 12 at that location.
 13 And Mr. Chairman, on development patterns, the
 14 proposed amendment would not result in a logical and
 11:05AM 15 orderly development pattern. We think that it does
 16 result in an orderly and logical development
 17 pattern, especially as you move down from Nine Mile
 18 Road with the uses that are currently zoned
 19 commercial and those uses that are in commercial
 11:05AM 20 activities, however that might be classified.
 21 And you also take a look at the Mustang
 22 Village, which is all the way at the other end. And
 23 you notice in the staff analysis, Mr. Chairman,
 24 Mustang Village was not even shown in the County
 11:05AM 25 calculations even though we discussed that in detail
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1 with the staff of using that 300 feet as an item
 2 that is being used commercially but not zoned, but
 3 somehow it was not a part of the County
 4 calculations.
 11:06AM 5 So, Mr. Chairman, we think with the information
 6 provided to you here today, we are in compliance
 7 with all six of the items. And we ask for favorable
 8 consideration of the Board. I certainly will
 9 attempt to answer any questions.
 11:06AM 10 MR. BRISKE: Okay. Board members, questions
 11 for Mr. Page?
 12 MS. SINDEL: Not right now. Thank you.
 13 MR. BRISKE: Okay. Staff, questions of
 14 Mr. Page.
 11:06AM 15 MR. HOLMER: Andrew Holmer, Senior Planner. I
 16 don't have a question for Mr. Page. I do want to go
 17 on the record with something that needs to be
 18 corrected. In this presentation we have a map that
 19 shows the distance from the church property.
 11:06AM 20 MR. BRISKE: Drew, let me make sure. Are you
 21 talking about the staff's Findings-of-Facts that you
 22 wish to amend?
 23 MR. HOLMER: No, sir. No, sir. This is just
 24 for the record. This map right here.
 11:07AM 25 MR. BRISKE: You're referring to the
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1 Applicant's Exhibit 3, which is the Powerpoint?
 2 MR. HOLMER: Yes, sir.
 3 MR. BRISKE: I just want to make sure we have
 4 it all on the record right.
 11:07AM 5 MR. HOLMER: The last slide of that is titled
 6 distance to church, 982 feet. We need to have on
 7 the record now because the argument was made that if
 8 this were to go to C-2 there couldn't be a bar or
 9 liquor sales or anything.
 11:07AM 10 In actuality, the Land Development Code in
 11 Section 7.14 gives staff the procedures for
 12 measuring distances. This distance that's shown
 13 here on this map is from the rear property line of
 14 the one we're discussing, the subject site, to the
 11:07AM 15 front property line of the church property. 7.14
 16 says the measurement for the 1,000 foot radius needs
 17 to be from the nearest corner of the place of
 18 business, which would be the potential bar sort of
 19 thing, excluding eaves, projections and overhangs,
 11:08AM 20 to the nearest corner of the place of worship,
 21 excluding eaves, projections and overhangs, et
 22 cetera. And if we're looking at 982 feet from the
 23 rear property line, we would need to add several
 24 hundred feet to that. The measurement would be
 11:08AM 25 outside the 1,000 foot radius. So it would be
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1 possible.
 2 MR. BRISKE: I'm not sure I'm following you.
 3 Maybe can you show us with the pointer what you're
 4 talking about.
 11:08AM 5 MS. SINDEL: Are you saying the potential is to
 6 go from the closest corner of the subject property
 7 to the closest corner of the church property, and
 8 the potential measurement would make it so that it's
 9 actually over 1,000 feet?
 11:09AM 10 MR. HOLMER: Yes, ma'am. The measurement, just
 11 roughly off of here, is 1,336, which is over the
 12 1,000 foot measurement. So there is a potential
 13 that that could be there. It was proposed that
 14 there would be no option for putting in that sort of
 15 use, but there actually is.
 11:09AM 16 MR. BRISKE: Okay. Show us from corner to
 17 corner what you're talking about. Put the pointer
 18 on each corner.
 19 MR. HOLMER: It's the corner of the business --
 11:09AM 20 corner of the structure to the corner of the
 21 structure.
 22 MR. BRISKE: Okay.
 23 MR. HOLMER: I'm going to zoom in here to give
 24 myself a reference.
 11:09AM 25 MS. SINDEL: Because if I remember correctly
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1 from many years ago, that was an issue we had with a
 2 business I think called Goat Lips, because it was
 3 from corner to corner, they were like five feet shy
 4 of the required distance, which meant that they
 11:09AM 5 couldn't sell alcohol at the time.
 6 MR. HOLMER: And I'm coming up with just over
 7 1,300 feet, nearest corner to nearest corner.
 8 MR. BRISKE: Okay. So your clarification is
 9 that it's not from property line to property line,
 11:10AM 10 it's from structure to structure.
 11 MR. HOLMER: Yes, sir. And it is over the
 12 1,000 foot, so that potential is there.
 13 MR. BRISKE: Mr. Page, anything to add on that
 14 subject?
 11:10AM 15 MR. PAGE: Mr. Chairman, we were supposing
 16 here, I guess, that if a bar opened up in the
 17 building that they are in now they would be excluded
 18 from that requirement. We don't know where a new
 19 bar might be built, if one is even contemplated at
 11:10AM 20 all. I think given the location, Mr. Holt has no
 21 interest in opening a bar. We were simply adding
 22 that on as a way to eliminate unsavory type uses
 23 within C-2.
 24 MR. BRISKE: Okay.
 11:10AM 25 MR. HOLMER: And it is over 1,000 feet from the
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1 rear property line of the subject parcel to the
 2 front corner of the church. So at any point on that
 3 parcel, that use, in theory, could be there.
 4 MR. BRISKE: Okay.
 11:11AM 5 MR. WINGATE: So when you're saying a person is
 6 in a safety zone, put up a restaurant and had to
 7 move from the place in that area, and most
 8 restaurants does sell alcoholic beverages and that's
 9 what we're dealing with?
 11:11AM 10 MR. HOLMER: We are discussing theoreticals at
 11 this point. With the Planning Board having to
 12 consider any uses that would be allowed under that
 13 zoning category, I was just clarifying that in the
 14 current situation with the church where it is, the
 11:11AM 15 church as it is outside the 1,000 foot
 16 prohibition from any point of the subject parcel.
 17 MR. WINGATE: If you could give him -- we could
 18 create a condition -- are we allowed to do that?
 19 MR. HOLMER: My point would be alcohol could be
 11:12AM 20 sold on the subject property without going through
 21 the conditional use process. It outside the
 22 prohibition.
 23 MR. BRISKE: Any permitted use within the
 24 zoning would be allowed, so we would have to
 11:12AM 25 consider what is allowed in C-2. And we don't get
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1 project specifics, we consider everything that can
 2 be possible or is approved in C-2.
 3 MR. WINGATE: Mr. Chairman.
 4 MR. BRISKE: Yes, sir, Mr. Wingate.
 11:12AM 5 MR. WINGATE: I want to make kind of an
 6 observation comment. With all the information that
 7 Mr. Page has brought and looking at all this stuff
 8 here and -- I mean, recalling my drive through the
 9 area from Detroit to Nine Mile, looking at this
 11:12AM 10 particular area and looking at what's in the area,
 11 and I'm halfway familiar with some of this document
 12 because I have talked to someone that -- what's
 13 happening in the area with Nine Mile in the future.
 14 So somewhere in the area between part of Fowler on
 11:13AM 15 one side or the other, looking at -- and the
 16 criteria don't spell it out, we're in a growth area
 17 that commercial is coming that way. No one knew
 18 that Lowe's and Raceway and all was coming in there.
 19 That residential is kind of getting to be
 11:13AM 20 unacceptable unless it's multifamily.
 21 So I would say that area between Untreiner and
 22 Fowler looks like it's more leaning towards a
 23 commercial type as the older people with homes move
 24 out. And if it was changed to a higher use, at some
 11:13AM 25 point all someone would have to do is say, well,
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1 from here down we should be C-1 from this point to
 2 Nine Mile in order to take in the Mustang corner.
 3 Because he's not -- if he comes in and he says,
 4 well, okay I want to be C-2. Because at some point
 11:14AM 5 the car business could be C-2.
 6 If we look at the big picture for the future, I
 7 think that we not -- that looks at this site makes
 8 us eventually look at the whole big picture of the
 9 whole total area of future development.
 11:14AM 10 MR. BRISKE: Thank you, Mr. Wingate.
 11 Mr. Kerr.
 12 MR. KERR: Lloyd Kerr, Developmental Services.
 13 I just, if I could, Mr. Chairman, wanted to address
 14 a couple of Mr. Page's comments. One was in
 11:14AM 15 relation to the Comprehensive Plan Policy 1.3.1. I
 16 think the operative word there is compatible to
 17 promote compatible infill development. I think
 18 that's the key there, is whether or not it's
 19 compatible.
 11:15AM 20 Secondly, I wanted to just bring your attention
 21 to -- regardless of what information Mr. Page may
 22 have obtained from FDOT, the road is still
 23 classified as a local road. It only has 50 feet of
 24 right-of-way. In order to be an arterial road,
 11:15AM 25 which it may one day be, it very well may be, but in
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1 order to be an arterial or even a minor arterial
 2 there would have to be significant right-of-way
 3 acquired and upgrades to the road in order to make
 4 that happen.
 11:15AM 5 No doubt some of those trucks are probably
 6 using that route today. However, what we have to
 7 base our analysis on is based on what the road
 8 classification is today. And it currently is still
 9 classified as a local road.
 11:15AM 10 Thirdly, I just would mention that one of the
 11 issues that we -- one of the issues that we
 12 typically have to deal with is also the ribbon blank
 13 expansion of commercial areas, and certainly we
 14 would want to try to maintain those commercial areas
 11:16AM 15 around those and so forth around major intersections
 16 so as not to have this ribbon type development,
 17 which is a type of urban sprawl. Thank you.
 18 MR. PAGE: Mr. Chairman, a question of
 19 Mr. Kerr.
 11:16AM 20 MR. BRISKE: Yes, sir, Mr. Page.
 21 MR. PAGE: My understanding, Mr. Kerr, is that
 22 you're suggesting that we have to look at Fowler
 23 Avenue and the classifications as they are written
 24 in the rule books today; is that correct?
 11:16AM 25 MR. KERR: I'm saying based on the information
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1 that we have, yes, we do. That's one of the things
 2 that we have to consider in this, yes.
 3 MR. PAGE: Well, if we're looking at the
 4 information that's on the books today, and we're
 11:16AM 5 going by the language that's on the books today,
 6 wouldn't you agree with me then that our earlier
 7 arguments regarding commercial or commercial uses,
 8 if we're going to go by roadway type of
 9 classifications, because that's way the rules state,
 11:17AM 10 then wouldn't you see it to be the same to go by
 11 commercial or commercial uses because that's what
 12 the rules state?
 13 MR. KERR: No. I think you're comparing apples
 14 and oranges here, Mr. Page, and I would not agree
 11:17AM 15 with you on that.
 16 MR. BRISKE: Okay.
 17 MR. PAGE: Mr. Chairman, as a final note, I did
 18 notice in the Powerpoint presentation that was up
 19 just a moment ago two other pictures that might be
 11:17AM 20 helpful to the Board. Drew, if I could ask you one
 21 more time to bring those up.
 22 MR. HOLMER: Yes, sir.
 23 MR. BRISKE: Mr. Page, let's describe exactly
 24 what we're looking at.
 11:17AM 25 MR. PAGE: Yes. We're looking at the
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1 Powerpoint presentation. These will be two
 2 photographs taken generally from the intersection of
 3 Fowler Road and Nine Mile Road looking south.
 4 MR. BRISKE: For the record, the Powerpoint
 11:18AM 5 presentation is Exhibit 3, Applicant's Exhibit 3.
 6 MR. PAGE: Mr. Chairman, this is standing in
 7 the right-of-way of Fowler looking due south. That
 8 is a tractor trailer rig that came from McKenzie. I
 9 talked to the driver. You can see where they pull
 10 off has already started to erode the asphalt. The
 11:18AM 11 driver says that once they get loaded, if they're
 12 headed for Mobile or whatever, they pull over here
 13 to visit the Racetrack -- which is right here,
 14 that's the entranceway to Racetrack -- to go get
 11:18AM 15 Cokes and cookies or whatever.
 16 If we could go to the next slide regarding the
 17 trucks. Here's a shot of it from the side showing
 18 that they pull up to Fowler at Nine Mile Road, go in
 19 and do whatever they're going to do at the
 20 convenience store and then turn left at the light.
 11:18AM 21 So it is another indication, Mr. Chairman, of what
 22 we we're attempting to point out as a changed
 23 condition based upon the traffic light in this one
 24 particular instance.
 11:19AM 25 And I think I also did mention to you earlier
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1 that Fowler Road is a designated westerly boundary
 2 line for ECAT Transit in that area, as well, to take
 3 people up to Lowe's, Home Depot and so forth. And
 4 those are changed conditions. Those are real
 11:19AM 5 changed conditions that simply are not listed in the
 6 staff findings.
 7 That's all I have, Mr. Chairman.
 8 MR. BRISKE: Mr. Wingate.
 9 MR. WINGATE: Go ahead.
 11:19AM 10 MR. BRISKE: Okay. Mr. Page, do you have any
 11 other witnesses or information to present at this
 12 time?
 13 MR. PAGE: No, sir.
 14 MR. BRISKE: Staff, any other witnesses or
 11:19AM 15 information to present?
 16 MR. KERR: Mr. Chairman, just to comment in
 17 regards to this, we've had a lot of discussion about
 18 whether or not uses were commercial or
 19 noncommercial. If you were to exclude the Curly
 11:20AM 20 property and the Werhan property out of Mr. Page's
 21 calculations, that would leave you with 1,201 feet
 22 of road frontage, which would give you a 47 percent
 23 number, therefore, the amount of commercial use --
 24 commercial area zoning property.
 11:20AM 25 MR. BRISKE: Okay. Mr. Page.
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1 MR. PAGE: Mr. Chairman, we have not seen any
 2 of those calculations. Our calculations stand.
 3 We've submitted that to you. We've documented that.
 4 And to have something just tossed to the Board
 11:20AM 5 indicating a different percentage without knowing
 6 exactly which ones of those parcels are used I think
 7 is a stretch at this point, Mr. Chairman.
 8 MR. KERR: Okay. Our calculations stand. We
 9 are basing that on the information Mr. Page gave --
 11:20AM 10 had given to us. And simply using his calculation
 11 of -- I'm sorry -- using the recalculation of the
 12 road frontage from 2,515 to 2,505, and then
 13 subtracting from that 430 for Mr. Curly or
 14 Ms. Curly, the Curly property, and then 187 feet for
 11:21AM 15 the Werhan property, which would then be subtracted
 16 from that 18 -- 118, as Mr. Page has put it on here,
 17 then that would give us 1,201 -- 1,201 divided by
 18 2,505 would give us 47.
 19 MR. BRISKE: So you're basing your
 11:21AM 20 calculations, Mr. Kerr, on the Applicant's exhibit?
 21 MR. KERR: All I'm saying -- that's correct.
 22 If the Board were to chose to eliminate those from
 23 the calculation then it would not meet that 50
 24 percent rule. And the staff does not agree with
 11:22AM 25 Mr. Page's inclusion of those properties as part of
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1 that calculation.
 2 MR. BRISKE: For that record, that is
 3 Applicant's Exhibit 1, the revised compatibility
 4 analysis that Mr. Page presented.
 11:22AM 5 Mr. Page, any counter?
 6 MR. PAGE: Mr. Chairman, we presented to the
 7 Board competent and substantial evidence that Werhan
 8 and Mustang Village are places that are doing
 9 business now. Why the staff chooses to ignore what
 11:22AM 10 we have turned in -- all we have to do is produce
 11 competent and substantial evidence. We stand by our
 12 calculations. Even if you take Curly out, we are
 13 still greater than 60 percent with those
 14 calculations. I think our figures stand,
 11:22AM 15 Mr. Chairman.
 16 We submitted those two copies licenses in good
 17 faith, and we hate to see them discredited so by
 18 Mr. Kerr.
 19 MR. BRISKE: Thank you.
 11:23AM 20 MR. KERR: For the record, Mr. Chairman,
 21 Mustang Village was not even included in that
 22 calculation.
 23 MR. BRISKE: Okay. I would ask that we bring
 24 up a larger version of the zoning map that's kind of
 11:23AM 25 zoomed out a little bit. I just wanted to get a
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1 perception of the surrounding areas. Yes, that one.
 2 All right. And click on our subject property there.
 3 Okay.
 4 At this point we do have a speaker on the case.
 09:05AM 5 For those members of the public who wish to speak on
 6 this matter, please note that the Planning Board
 7 bases its decisions on the criteria and exceptions
 8 described in Section 2.08.02.D of the Escambia
 9 County Land Development Code.
 10 MR. WEST: Mr. Chairman.
 11 MR. BRISKE: Yes.
 12 MR. WEST: We have not yet gone through the
 13 staff's findings even though there's been a
 14 considerable discussion.
 11:24AM 15 MR. BRISKE: I apologize. Thank you, Mr. West,
 16 for keeping me on track. I have so many exhibits
 17 and papers up here. Thank you, sir. I'll give you
 18 a chance to present your case. All right. Allyson.
 19 (Presentation by Allyson Cain, previously
 11:24AM 20 sworn.)
 21 MS. CAIN: Zoning Case Z-2001-13. 9015 Fowler
 22 Avenue. Zoning request from R-5 to C-2.
 23 Criterion (1), consistent with the
 24 Comprehensive Plan. Findings. The proposed
 25 amendment to C-2 is consistent with the intent and
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1 purpose of the Future Land Use category Mixed-Use
 2 Urban. As stated in the Comp Plan Future Land Use
 3 1.1.1, due to the proposed used of the property, is
 4 one permitted under Mixed-Use Urban Future Land Use.
 5 However, the proposed use is not consistent with the
 6 intent of Future Land Use 1.3.1 because such use is
 7 incompatible with the residential nature of the
 8 surrounding properties.
 9 The proposed amendment is consistent with the
 10 intent of the Future Land Use Category 1.5.3 that
 11 does promote for the efficient use of existing
 12 public roads, utilities and service infrastructure.
 13 The proposed amendment also encourages redevelopment
 14 of an underutilized property.
 15 Criterion (2), consistent with the Land
 16 Development Code.
 17 The finding is that the amendment is not
 18 consistent with the general commercial and light
 19 manufacturing uses locational criteria requirements.
 20 The parcel is not located at or in proximity to the
 21 intersections of an arterial/arterial roadways or
 22 along an arterial roadway within one-quarter mile of
 23 the intersection, as stated in the Escambia County
 24 Land Development Code 7.20.06.
 25 The applicant's agent submitted a compatibility
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1 analysis with the application to request an
 2 exemption to the roadway requirements based on
 3 infill development, LDC 7.20.03.B. The article
 4 defines infill development as an area where over 50
 5 percent of the block is either zoned or used for
 6 commercial development. This article also defines a
 7 block as the road frontage on one side of the street
 8 between two public rights-of-way. In this case, the
 9 block is identified as the road frontage along the
 10 west side of Fowler Road between Nine Mile and Bush
 11 Street.

12 There are 14 properties in the block currently
 13 zoned as follows: Three are zoned C-2, two are
 14 zoned C-1, eight are zoned R-3 and one is zoned R-5.
 15 The existing commercial zone properties, C-1 and C-2
 16 combined, represent only 35 percent of the overall
 17 zoning of the identified block, which does not meet
 18 the infill development requirements as stated
 19 in LDC 7.20.03.B.

20 When applicable, further review from the DRC
 21 will be needed to ensure the buffering requirement
 22 and other performance standards have been met should
 23 this amendment of C-2 be granted.

24 Criterion 3, compatible with surrounding uses.

25 The proposed amendment is not compatible with
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1 the surrounding and existing uses in the area.
 2 Within the 500 foot radius impact, staff observed
 3 three zoning districts, C-2, R-3 and R-5. The
 4 majority of the surrounding uses within the 500 foot
 5 area are of residential nature. There are 20 single
 6 family residences, one commercial property, two
 7 vacant residential, one mobile home park and one
 8 County owned parcel.

9 Changed conditions. Staff found no changed
 10 conditions that would impact the amendment or the
 11 property.

12 Criterion (5), effect on natural environment.
 13 According to the National Wetland Inventory, there
 14 were no wetlands or hydric soils indicated on the
 15 subject property. And further review from the
 16 Development Review Committee will be necessary to
 17 determine if there would be any impacts or any
 18 change of this property.

19 Criterion (6), development patterns.

20 The proposed amendment would not result in a
 21 logical and orderly development pattern. The
 22 property is located along a collector road in a
 23 predominately residential area. The permitted uses
 24 of a C-2 zoning district are not of a comparable
 25 intensity of the surrounding uses and the property
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1 does not meet the locational criteria for a
 2 commercial development.

3 That is the end of the staff findings.

4 MR. BRISKE: Thank you, Allyson.

5 Board members, any questions for staff?

6 Mr. Page, do you wish to cross-examine staff's
 7 findings?

8 MR. PAGE: No, sir.

9 MR. BRISKE: Now I think we're ready for the
 10 public. Let me get our statement on the record
 11 here. Those members of the public who wish to speak
 12 on this matter, please note that the Planning Board
 13 bases its decisions on the criteria and exceptions
 14 described in Section 2.08.2.D of the Escambia County
 15 Land Development Code. During our deliberations,
 16 the Planning Board will not consider general
 17 statements of support or opposition. Accordingly,
 18 please limit your testimony to the criteria and
 19 exceptions described in Section 2.08.02.D.

20 Please also note that only those individuals
 21 who are here today and give testimony on the record
 22 before the Planning Board will be allowed to speak
 23 at the subsequent hearing before the Board of County
 24 Commissioners.

25 I do have Ms. Gwen Butler signed up to speak.
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1 Please come forward, ma'am, and state your name and
 2 address for the record and be sworn in.

3 MS. BUTLER: Gwen Butler, 699 Hawkins Street,
 4 Pensacola, Florida, 32504.

5 MR. BRISKE: Thank you.
 6 (Gwen Butler was sworn.)

7 MR. BRISKE: Yes, ma'am. Your comments,
 8 please.

9 MS. BUTLER: Sunrise Wholesale moved into our
 10 neighborhood as a used car lot last August. And
 11 this is something that we've been fighting -- at
 12 least I've been fighting since then. For about six
 13 months I supplied photos to Code Enforcement of cars
 14 displayed on the front lawn, signs put up without
 15 permits. Just basically everything that they could
 16 do wrong, they did wrong.

17 And they've been stressing the properties on
 18 the west side of Fowler. They haven't brought up
 19 anything on the east side of Fowler. On the street
 20 that I live on, Hawkins Street, we have eight
 21 residences. And if you look in a circle around this
 22 property, it is all residential. A used car lot
 23 does not belong in the middle of residential
 24 properties.

25 And as for his stock, he -- well, it's a Code
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1 Enforcement issue, but they've been hiding cars
 2 behind the garage and throwing the gates shut as
 3 soon as Code Enforcement shows up.
 4 They mentioned ECAT. ECAT extended their route
 11:31AM 5 due to the heavy residency of this area. Before
 6 ECAT only came halfway up Fowler, turned around and
 7 went back to Detroit. But due to the heavy
 8 residency with the trailer pack and the residences,
 9 they extended their route up. We have a stop on one
 10 side of my house and a stop on the other.
 11 So it's just really not a good fit to have a
 12 used car lot in the middle of residential
 13 properties.
 14 MR. BRISKE: Questions. Board members,
 11:31AM 15 questions for Ms. Butler?
 16 MS. DAVIS: Can you tell me what the maximum
 17 number of cars was that you've seen there?
 18 MS. BUTLER: At one time they had four cars
 19 parked on the front lawn until Code Enforcement told
 11:31AM 20 them they couldn't do that. And then there was a
 21 Sunday in December, a car hauler unloaded, I think,
 22 about four cars on Sunday and then brought in two
 23 more on Monday. So there's probably been six to ten
 24 cars there at any time. Plus, the garage houses
 11:32AM 25 motorcycles. They keep their motorcycle stock in
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1 the garage on the property.
 2 MR. BRISKE: Okay. Any other questions from
 3 the Board of Ms. Butler?
 4 MS. SINDEL: No, thank you.
 11:32AM 5 MR. BRISKE: Mr. Page, do you wish to
 6 cross-examine?
 7 MR. PAGE: Yes, sir.
 8 MR. BRISKE: Ms. Butler, if you'll just step to
 9 the side, please, and Mr. Page will ask the
 10 questions.
 11 MR. PAGE: Ms. Butler, you indicated that the
 12 area rounding you is pretty much residential except
 13 for what's across the street. Based on the
 14 photographs we have of what's just adjacent to you
 15 to the east, could you describe to the Board what
 11:32AM 16 type of operation is ongoing next door to you,
 17 please.
 18 MR. BRISKE: Okay. Ms. Butler, come back to
 19 the microphone, please, so we can get it on the
 11:33AM 20 record.
 21 MS. BUTLER: My neighbor Narragone (phonetic)
 22 Inis raises and sells plants as a hobby.
 23 MR. BRISKE: Can we identify which parcel
 24 you're identifying, Mr. Page, so we know where we're
 11:33AM 25 talking about?
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1 MR. PAGE: I think that's it right there.
 2 MR. BRISKE: Okay. So that property,
 3 Ms. Butler, your testimony is that it's --
 4 MS. BUTLER: It's a hobby. We have been to the
 11:33AM 5 flea market with her selling. And she doesn't make
 6 her -- she doesn't cover her costs. I used to be a
 7 tax preparer, so under, I believe, IRS regulations
 8 it would be considered a hobby because her income
 9 just -- you know, it takes up most of her yard. It
 10 would be a hobby because she doesn't go out and sell
 11 regularly. She sells at flea markets occasionally,
 12 but it is a hobby. It's like a hobby farm.
 13 MR. BRISKE: Okay. Mr. Page, another question.
 14 MR. PAGE: Mr. Chairman, in talking to the
 11:33AM 15 nursery folks there, I wonder if Ms. Butler could
 16 tell us if she or her husband has ever actually been
 17 employed at that nursery next door.
 18 MR. BRISKE: Okay. Ms. Butler.
 19 MS. BUTLER: No, we've never been employed
 11:34AM 20 there. My 11-year-old son, he helps her with yard
 21 work a few times a week. He helps her rake and cut
 22 the grass. And he gets paid \$20 a week for helping
 23 her clean up.
 24 MR. BRISKE: Okay. Mr. Page.
 11:34AM 25 MR. PAGE: Mr. Chairman, I think the casual
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1 observer that drives down that street can take a
 2 look at the acreage that's there, the signage that's
 3 there and know that it is something a step beyond a
 4 hobby.
 11:34AM 5 My guess is that they would not be any
 6 different there than the two or three people that
 7 I've cited on Fowler doing their thing, if you will,
 8 goats, jewelry and the like. This particular lady
 9 has an up and coming operation. And she is at the
 10 back door of Ms. Butler. So when Ms. Butler says
 11 that it's principally residential, I want the Board
 12 to be sure they have a complete picture of that
 13 area.
 14 MR. BRISKE: Mr. Page, a question for you.
 11:35AM 15 Have you observed signage advertising a business on
 16 this location?
 17 MR. PAGE: No. A sign selling tomatoes, hot
 18 peppers and cucumbers for sale.
 19 MR. BRISKE: Okay. Ms. Butler.
 11:35AM 20 MS. BUTLER: I never seen any signage like
 21 that. When the flea market was there she did take a
 22 couple of buckets of plums from her fruit tree and
 23 sold them. And as for signage, no, there's no
 24 signage on the property now.
 11:35AM 25 She also works as a seamstress doing
 TAYLOR REPORTING SERVICES, INCORPORATED

PLANNING BOARD REZONING HEARINGS - JULY 11, 2011

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1 alterations, but her business is on Burgess Road.
 2 And she has little magnetic signs on her vehicles
 3 advertising that. And that is advertising her
 4 seamstress business, which is correct.
 11:35AM 5 MR. BRISKE: Okay. Mr. Page, any further
 6 questions for the witness?
 7 MR. PAGE: Mr. Chairman, just one other comment
 8 perhaps from a resident that's lived right there for
 9 about ten years on the level of activity for what
 10 we're describing as just a hobby.
 11 MR. BRISKE: Bring your witness forward,
 12 please. Ms. Butler, if you'll just have a seat for
 13 just a moment, please.
 14 MR. PAGE: Mr. Arnold.
 11:36AM 15 MR. BRISKE: Yes, sir. You're still under
 16 oath, sir.
 17 MR. ARNOLD: I seen the lady back there loading
 18 her trucks up. And she's got a trailer she hauls,
 19 too, to the flea market. So it's not -- to me,
 20 that's not just casual, that's making money. She
 21 started out in one part of the yard and now the
 22 whole complete thing is nursery, is all it is.
 23 MR. BRISKE: Mr. Arnold, have you witnessed any
 24 sales of those items on site?
 11:36AM 25 MR. ARNOLD: No. I asked her husband about it
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 when they first moved there about buying some of the
 2 roses, because she had beautiful roses. She said,
 3 no, we only wholesale.
 4 MR. BRISKE: And have you observed any signage
 5 advertising a business there?
 6 MR. ARNOLD: No. I don't go back there, no.
 7 MR. BRISKE: All right.
 8 MR. ARNOLD: Part of her property is behind me,
 9 too. I mean, it's behind her and behind --
 10 MR. BRISKE: Staff, any questions for this
 11 witness?
 12 Okay. Mr. Page.
 13 MR. PAGE: That's all I have.
 14 MR. BRISKE: All right. Ms. Butler, were you
 15 complete with your comments or would you like to
 16 continue?
 17 MS. BUTLER: I'm done.
 18 MR. BRISKE: Okay. Board members, any
 19 questions for any of the witnesses that have spoken?
 20 MS. SINDEL: No.
 21 MR. GOODLOE: I do have a question,
 22 Mr. Chairman.
 23 MR. BRISKE: Yes, sir.
 24 MR. GOODLOE: This goes back to the history
 25 part of it when it was zoned R-5. Was there any
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 discussion or does the staff recall any discussion
 2 with the applicant at that time about the storage of
 3 vehicles on the lot and the fact that --
 4 MR. JONES: Yes, sir. Again, we've had
 5 several.
 6 MR. BRISKE: Horace, state your name.
 7 MR. JONES: My name is Horace Jones. We've had
 8 several meeting with Mr. Holt. We took a look at
 9 all of those issues. He was getting citations from
 10 the Land Development Code -- with Code Enforcement
 11 with him, as well. So we did discuss this issue.
 12 And it's documented and verified, as well.
 13 MR. GOODLOE: Thank you very much, Horace.
 14 MR. BRISKE: Mr. Page.
 15 MR. PAGE: Buddy Page, again, Mr. Chairman. I
 16 think Mr. Holt has a different take on portions of
 17 that conversation. If we could allow him to come
 18 forward one more time.
 19 MR. BRISKE: Yes, sir. Mr. Holt, you've been
 20 previously sworn in, sir.
 21 MR. HOLT: Charles Holt. Yes, again, several
 22 discussions with staff and with Mr. Jones. And I
 23 met with Mr. Jones at one -- several times. But one
 24 particular instance, his direct comment to me was,
 25 you get R-5 and we will make it work. So that's
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 what I thought we were going to do. It hasn't
 2 worked out that so we are back.
 3 MR. BRISKE: Thank you. Mr. Jones, did you
 4 want to --
 5 MR. JONES: Yes. I did say that. Based upon
 6 the information that was disclosed to me, I did say
 7 that. It was in the presence -- it was recorded.
 8 It was well documented. It was in the presence of
 9 Code Enforcement. And we did tell him, if you get
 10 the R-5 use based upon what you told me and stay
 11 with that particular use only, not a car dealership,
 12 not a used auto sales, not anything of that nature,
 13 with only R-5 permitted uses, that we could go and
 14 we could go through the DRC process doing the R-5
 15 allowable uses only. Yes, sir, I did say that based
 16 upon that knowledge from him.
 17 MR. BRISKE: Okay. Board members -- well,
 18 let's stop for just a moment.
 19 Mr. Page, does that conclude all of your
 20 witnesses and rebuttal witnesses?
 21 MR. PAGE: Yes.
 22 MR. BRISKE: Staff, does that conclude your
 23 case?
 24 MR. HOLMER: Yes.
 25 MR. BRISKE: Pleasure of the Board. Open for
 TAYLOR REPORTING SERVICES, INCORPORATED

PLANNING BOARD REZONING HEARINGS - JULY 11, 2011

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1 discussion. Does anyone have a motion to make?
 2 (Motion and vote by the Board.)
 3 MR. GOODLOE: Mr. Chairman, I recommend denial
 4 of the rezoning application to the Board of County
 11:40AM 5 Commissioners and adopt the Findings-of-Fact
 6 provided in the zoning hearing package as Exhibit 4
 7 for Property Z-2011-13.
 8 MR. BRISKE: Okay. I have a motion to deny.
 9 Is there a second?
 11:40AM 10 MS. SINDEL: Second.
 11 MR. BRISKE: Okay. We have a motion and a
 12 second to deny. Open for discussion. Okay. Any
 13 discussion from the Board members?
 14 All right. We will call the question. All
 11:41AM 15 those in favor of denial of the motion -- excuse me
 16 -- of denial of the application and acceptance of
 17 the motion, say aye.
 18 (Board members vote.)
 19 MR. BRISKE: And opposed.
 11:41AM 20 MR. WINGATE: Yes.
 21 MR. BRISKE: The motion is denied. Excuse me
 22 -- the application is denied for the rezoning
 23 unanimously by the Board. I'm sorry. Did we have
 24 one opposition?
 11:41AM 25 MR. WINGATE: Yes.

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1 MR. BRISKE: All right. We had one opposition.
 2 Thank you.
 3 At this point, let's go ahead and just take a
 4 very short break to give everybody a chance to get
 11:41AM 5 their documents together. We'll come back at 20
 6 until 12:00, so 11:40.
 7 (WHEREUPON, the rezoning hearings were
 8 concluded.)
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TAYLOR REPORTING SERVICES, INCORPORATED

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1 CERTIFICATE OF REPORTER
 2
 3 STATE OF FLORIDA
 4 COUNTY OF ESCAMBIA
 5
 6 I, JAMES M. TAYLOR, Court Reporter and Notary
 7 Public at Large in and for the State of Florida, hereby
 8 certify that the foregoing Pages 2 through 146 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 July 21, 2011.
 18
 19 _____
 20 JAMES M. TAYLOR, COURT REPORTER
 21
 22
 23
 24
 25

TAYLOR REPORTING SERVICES, INCORPORATED

REZONING CASE: Z-2011-013
July 11, 2011

I. SUBMISSION DATA:

BY: Wiley C. Buddy Page, Agent
FOR: Charles Holt, Owner
PROPERTY REFERENCE NO.: 10-1S-30-1101-124-002
PROJECT ADDRESS: 9015 Fowler Ave
FUTURE LAND USE: MU-U, Mixed-Use Urban
COMMISSIONER DISTRICT: 5
BCC MEETING DATE: August 8, 2011

II. REQUESTED ACTION:

REZONE

FROM: R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)
TO: C-2, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre)

III. RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

Comprehensive Plan Policy (CPP) FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM). The 2030 FLUM is attached herein to this ordinance as Exhibit B.

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The minimum residential density is 3.5 dwelling units per acre and the maximum residential density is 25 dwelling units per acre.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed-Use Suburban, Mixed-Use Urban, Commercial and Industrial Future Land Use district categories (with the exception of residential development).

FINDINGS

The proposed amendment to C-2 **is consistent** with the intent and purpose of Future Land Use category Mixed-Use Urban as stated in **CPP FLU 1.1.1** because the proposed use of the property is one permitted under Mixed-Use Urban FLU. However, the proposed use is **not consistent** with the intent of **CPP FLU 1.3.1** because such use is incompatible with the residential nature of the surrounding properties. The proposed amendment **is consistent** with the intent of **CPP FLU 1.5.3** that promotes for the efficient use of existing public roads, utilities and service infrastructure; the proposed amendment also encourages redevelopment of an underutilized property.

CRITERION (2)

Consistent with the Land Development Code.

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

Land Development Code (LDC) 6.05.12. R-5 urban residential/limited office district, (cumulative) high density. This district is intended to provide for high density urban residential uses and compatible professional office development, and designed to encourage the establishment and maintenance of a suitable higher

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

LDC 6.05.16. C-2 General commercial and light manufacturing district (cumulative). This district is composed of certain land and structures used to provide for the wholesaling and retailing of commodities and the furnishing of several major services and selected trade shops. The district also provides for operations entailing manufacturing, fabrication and assembly operations where all such operations are within the confines of the building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare. Outside storage is allowed with adequate screening being provided (see section 7.01.06.E.). Characteristically, this type of district occupies an area larger than that of the C-1 retail commercial district, is intended to serve a considerably greater population, and offers a wider range of services. The maximum density for residential uses is 25 dwelling units per acre.

All general commercial and light manufacturing (C-2) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in Article 7.

B. Permitted uses.

1. Any use permitted in the C-1 district.
2. Amusement and commercial recreational facilities such as, but not limited to, amusements parks, shooting galleries, miniature golf courses, golf driving ranges, baseball batting ranges and trampoline centers.
3. Carnival-type amusements when located more than 500 feet from any residential district.
4. Distribution warehousing, and mini-warehouses with ancillary truck rental services.
5. New and used car sales, mobile home and motorcycle sales and mechanical services. No intrusions are permitted on the public right-of-way (see section 6.04.09).
6. Automobile rental agencies. No intrusions are permitted on the public right-of-way (see section 6.04.09).
7. Truck, utility trailer, and RV rental service or facility. No intrusions are permitted on the public right-of-way (see section 6.04.09).
8. Automobile repairs, including body work and painting services.
9. Radio broadcasting and telecasting stations, studios and offices with on-site towers 150 feet or less in height. See section 7.18.00 for performance standards.
10. Commercial food freezers and commercial bakeries.
11. Building trades or construction office and warehouses with outside on-site storage.
12. Marinas, all types including industrial.
13. Cabinet shop.
14. Manufacturing, fabrication and assembly type operations which are contained and enclosed within the confines of a building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare.

15. Commercial communication towers 150 feet or less in height.
16. Taxicab companies.
17. Bars and nightclubs.
18. Boat sales and service facilities.
19. Boat and recreational vehicle storage. (No inoperable RVs, untrailered boats, repair, overhaul or salvage activity permitted. Storage facility must be maintained to avoid nuisance conditions as defined in section 7.07.06.)
20. Adult entertainment uses subject to the locational criteria listed below (See Escambia County, Code of Ordinances sections 18-381 through 18-392 for definitions and enforcement; additionally refer to Chapter 6, article IV, Division 2, titled "Nudity and Indecency"). However, these C-2 type uses are not permitted in the Gateway Business Districts.
 - a. Adult entertainment uses must meet the minimum distances as specified in the following locational criteria:
 - (1) One thousand feet from a preexisting adult entertainment establishment;
 - (2) Three hundred feet from a preexisting commercial establishment that in any manner sells or dispenses alcohol for on-premises consumption;
 - (3) One thousand feet from a preexisting place of worship;
 - (4) One thousand feet from a preexisting educational institution;
 - (5) One thousand feet from parks and/or playgrounds;
 - (6) Five hundred feet from residential uses and areas zoned residential within the county.
21. 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).
22. Temporary structures. (See section 6.04.16)
23. Arcade amusement centers and bingo facilities.
24. Other uses similar to those permitted herein. Determination on other permitted uses shall be made by the planning board (LPA).

LDC 7.20.06. General commercial and light manufacturing locational criteria (C-2).

- A. General commercial land uses shall be located at or in proximity to intersections of arterial/arterial roadways or along an arterial roadway within one-quarter mile of the intersection.
- B. They may be located along an arterial roadway up to one-half mile from the intersection provided that all of the following criteria are met:
 1. Does not abut a single-family residential zoning district (R-1, R-2, V-1, V-2, V-2A or V-3);
 2. Includes a six-foot privacy fence as part of any required buffer and develops the required landscaping and buffering to ensure long-term compatibility with adjoining uses as described in Policy 7.A.3.8 and article 7;
 3. Negative impacts of these land uses on surrounding residential areas shall be minimized by placing the lower intensity uses on the site (such as stormwater ponds and parking) next to abutting residential dwelling units and placing the

- higher intensity uses (such as truck loading zones and dumpsters) next to the roadway or adjacent commercial properties;
4. Intrusions into recorded subdivisions shall be limited to 300 feet along the collector or arterial roadway and only the corner lots in the subdivision;
 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;
 6. 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.

LDC 7.20.02B Waivers, The planning board (PB) may waive the roadway requirements when determining consistency with the Comprehensive Plan and Land Development Code for a rezoning request when unique circumstances exist. In order to determine if unique circumstances exist, a compatibility analysis shall be submitted that provides competent and substantial evidence that the proposed use will be able to achieve long-term compatibility with surrounding uses as described in Comprehensive Plan Policy 7.A.3.8. Infill development would be an example of when a waiver could be recommended. Although a waiver to the roadway requirement is granted, the property will still be required to meet all of the other performance standards for the zoning district as indicated below. The additional landscaping, buffering, and site development standards cannot be waived without obtaining a variance from the board of adjustment.

LDC 7.01.06. Buffering between zoning districts and uses. Spatial relationships between C-2 zoning districts where they are adjacent to multiple-family and office districts (R-3PK, R-4, R-5, R-6, V-4, VM-1, VM-2, PUD), require a buffer and that commercial land uses, where they are adjacent to residential uses require a buffer.

FINDINGS

The proposed amendment **is not consistent with** the general commercial and light manufacturing uses locational criteria requirements; the parcel is not located at or in proximity to intersections of arterial/arterial roadways or along an arterial roadway within one-quarter mile of the intersection, as stated in the Escambia County Land Development Code (LDC 7.20.06.)

The applicant's agent submitted a compatibility analysis with the application to request an exemption to the roadway requirements based on infill development (LDC 7.20.03.B.). The article defines infill development as an area where over 50 percent of a block is either zoned or used for commercial development. This article also defines a block as the road frontage on one side of a street between two public rights-of-way. In this case the block is identified as the road frontage along the West side of Fowler Rd between Nine Mile Rd and Bush St. There are 14 properties in the

block currently zoned as follows: three (3) are zoned C-2, two (2) are zoned C-1, eight (8) are zoned R-3 and one (1) is zoned R-5. The existing commercial zone properties, C1 and C-2 combined, represent only 35% of the overall zoning of the identified block, which does not meet the infill development requirements as stated in LDC 7.20.03.B.

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 to C-2 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 three (3) zoning districts, C-2, R-3 and R-5. The majority of the surrounding uses within the 500' area are of a residential nature. There are 20 single family residences, one (1) commercial property, (2) vacant residential (1) one mobile home park and one (1) County owned parcel.

CRITERION (4)

Changed conditions.

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

FINDINGS

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

CRITERION (5)

Effect on natural environment.

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

FINDINGS

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

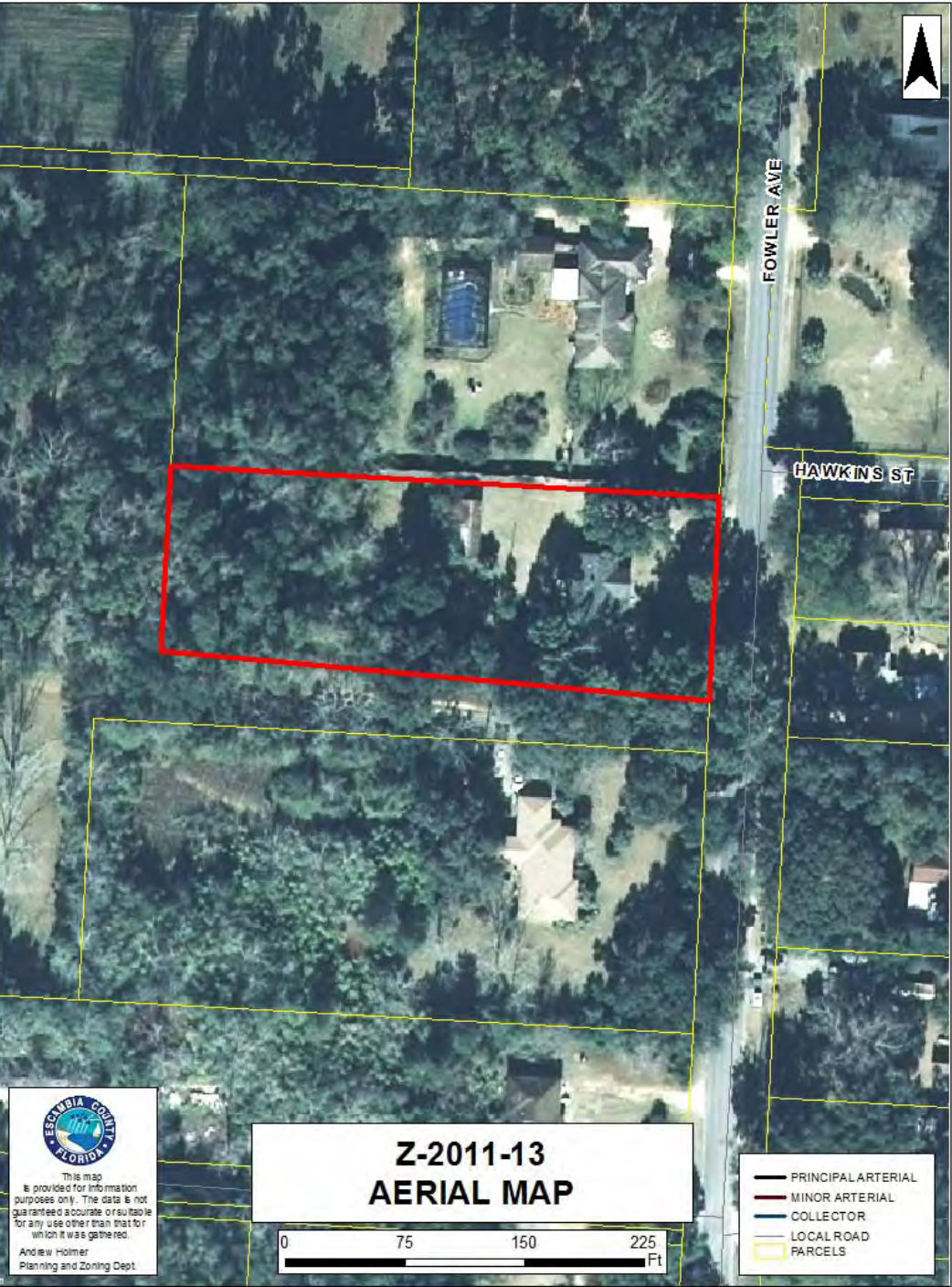
FINDINGS

The proposed amendment **would not result** in a logical and orderly development pattern. The property is located along a collector road in a predominately residential area. The permitted uses of the C-2 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.

Locational/ Wetlands





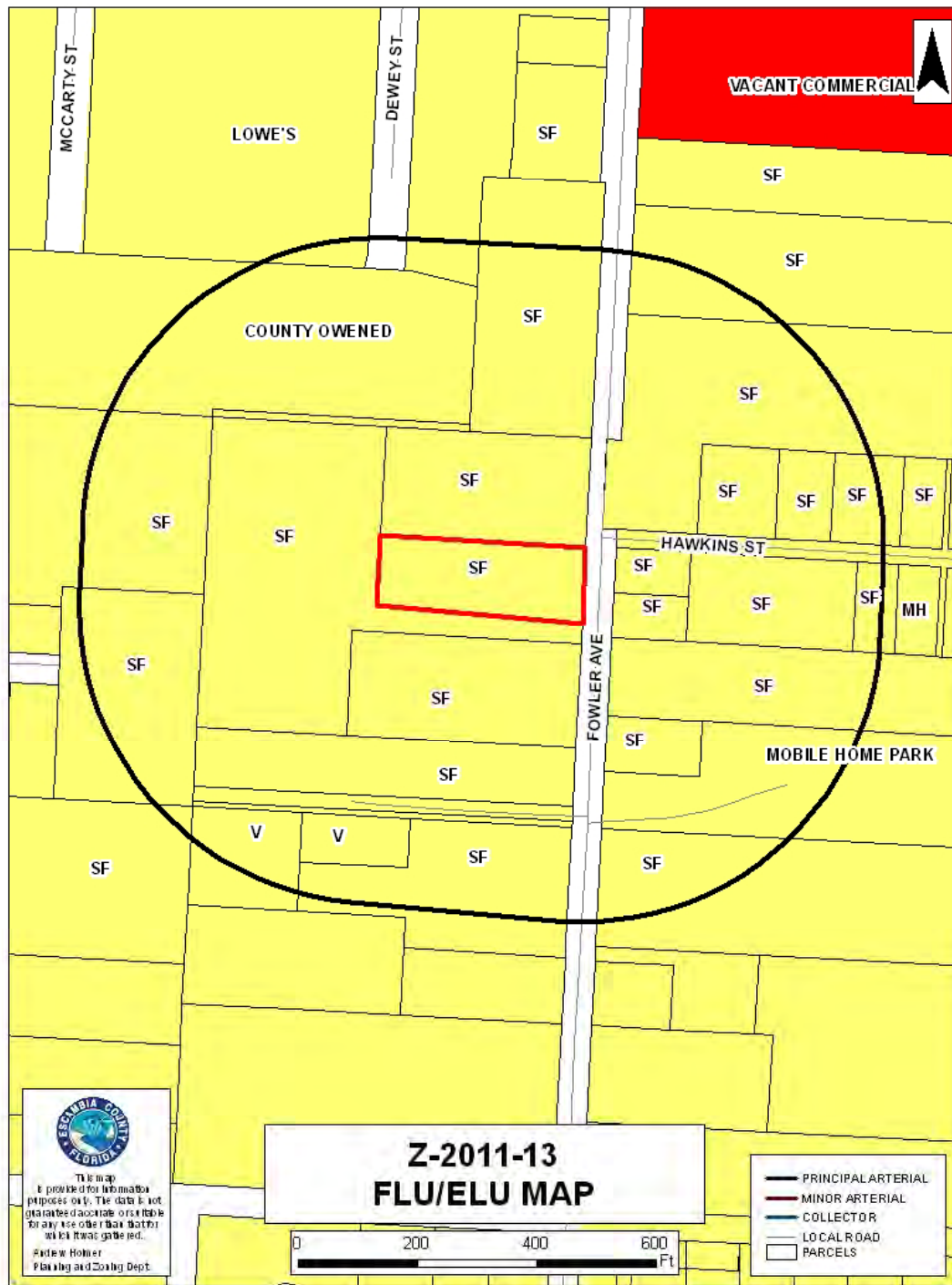
Aerial


 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-2011-13
AERIAL MAP

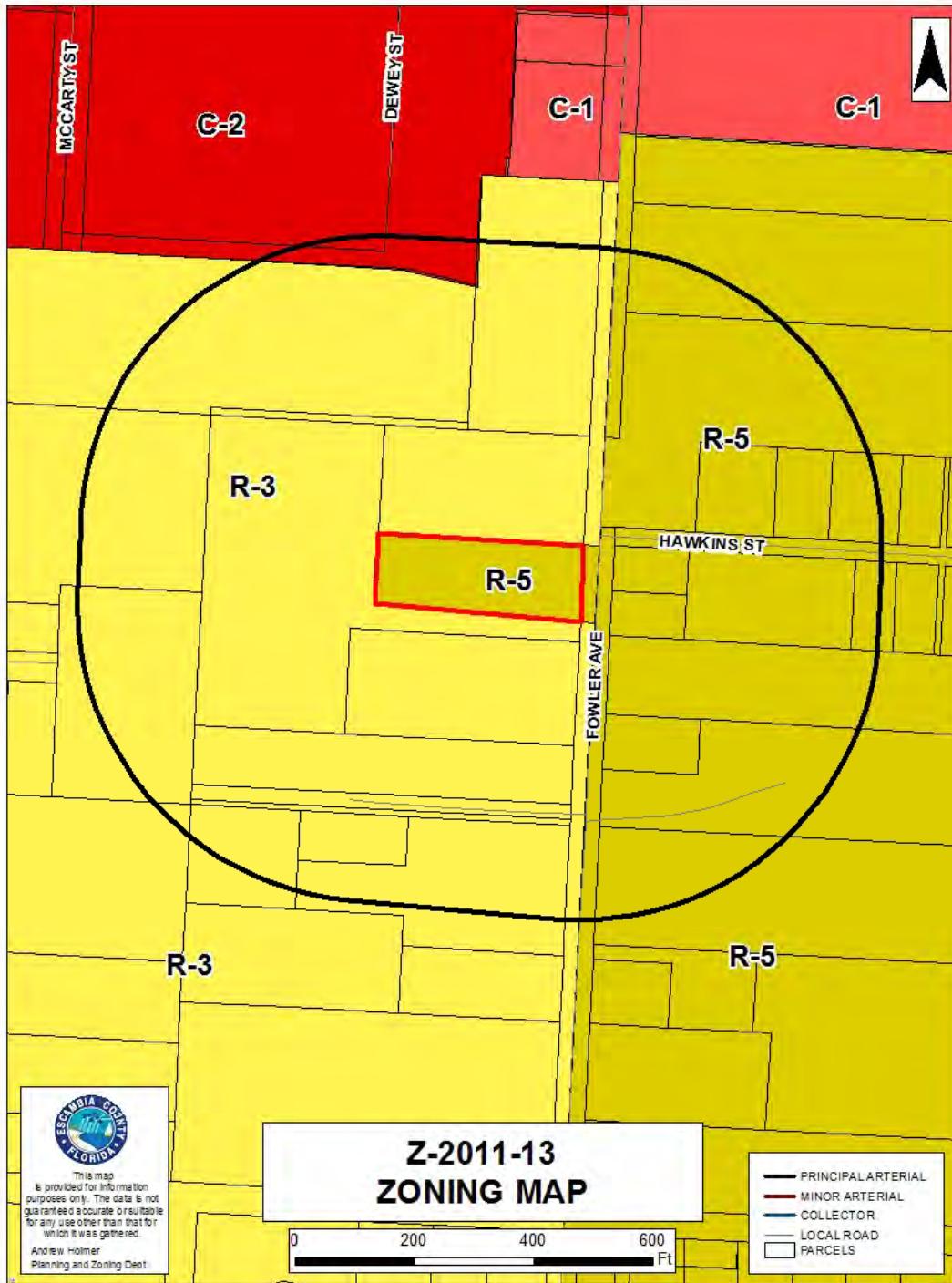
0 75 150 225 Ft

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



FLU/ELU

500' Zoning



Public Notice Sign





Looking Northwest From Fowler



Looking Southwest From Fowler



Looking West Across Fowler

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

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

May 29, 2011
VIA HAND DELIVERY

Ms. Allyson Cain
Development Services Dept.
3363 West Park Place
Pensacola, Florida 32505

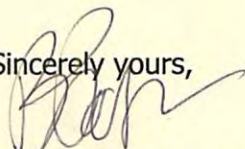
124 PB
RE: Holt Rezoning Request
Property Parcel: 10-1S-30-1101-240-002
Address: 9015 Fowler Ave., Escambia County, FL

Dear Ms. Cain:

PB
C-2 The attached application requests consideration to rezone the reference parcel from R-5 to ~~C-1~~. We are requesting a waiver to the locational requirements under LDC Se. 7.20.03.B because over 50% of properties on the west side of Fowler Avenue are either zoned or used for commercial activities. Moreover, Fowler has become a major roadway now that Lowe's and Home Depot have opened and a traffic signal has been installed by the Florida DOT.

Please contact me if you have any questions or require anything further. Thank you.

Sincerely yours,


Wiley C. "Buddy" Page

copy: Mr. Rip Holt



Development Services Department
Escambia County, Florida

APPLICATION

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: R-5 to: C-2 C-7

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

Owner(s) Name: Patricia D. Holt Phone: _____

Address: 9130 Cove Avenue Pensacola, Florida 32534 Email: N/A

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

Property Address: 9015 Fowler Avenue Pensacola, Florida 32534

Property Reference Number(s)/Legal Description: 10-1S-30-1101-240-002

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.

Patricia D. Holt Signature of Owner/Agent

Patricia D. Holt Printed Name Owner/Agent

_____ Date

_____ Signature of Owner

_____ Printed Name of Owner

_____ Date

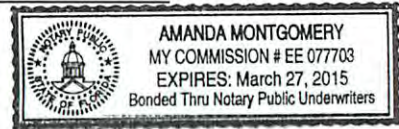
STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 25th day of May 20 11,
by Charles Holt

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

Amanda Montgomery Signature of Notary
(notary seal must be affixed)

Amanda Montgomery Printed Name of Notary



FOR OFFICE USE ONLY

Meeting Date(s): 7/4/11 Accepted/Verified by: ACai Date: 4/2/11

Fees Paid: \$ 15.00 Receipt #: 533312 Permit #: PRZ110600013

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



CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

130-124

Property Reference Number(s): 10-1S-30-1101-240-002

Property Address: 9015 Fowler Avenue Pensacola, Florida 32534

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

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

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

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 25 DAY OF MAY, YEAR OF 2011.

[Signature]
Signature of Property Owner

CHARLES M. Patricia D. Holt
Printed Name of Property Owner

5/25/11
Date

Signature of Property Owner

Printed Name of Property Owner

Date



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 9015 Fowler Avenue Pensacola, FL 32534, Florida, property reference number(s) 10-1S-30-1101(240-002) I hereby designate Wiley C. "Buddy" Page for the sole purpose of completing this application and making a presentation to the:

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

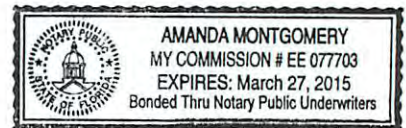
This Limited Power of Attorney is granted on this day of the year of, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at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

Agent Name: Wiley C. "Buddy" Page Email: budpage1@mchsi.com
Address: 5337 Hamilton Lane Pace, FL 32571 Phone: 850.232.9853

Signature of Property Owner: [Handwritten Signature]
Printed Name of Property Owner: Patricia D. Holt
Date: [Blank]

STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 25th day of May 20 11, by Charles Holt

Personally Known [X] OR Produced Identification []. Type of Identification Produced:
Signature of Notary: [Handwritten Signature]
Printed Name of Notary: Amanda Montgomery
(Notary Seal)



Quitclaim Deed

THIS QUITCLAIM DEED, executed this 11 day of MAY, 2011,
by first party, Grantor, PATRICIA D. HOLT
whose post office address is 9130 COVE AVE PENSACOLA FL 32534
to second party, Grantee, CHARLES H. HOLT
whose post office address is 9015 FOWLER AVE PENSACOLA FL 32534

WITNESSETH, That the said first party, for good consideration and for the sum of 1.00
One dollar 00/100 Dollars (\$ 1.00)
paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the
said second party forever, all the right, title, interest and claim which the said first party has in and to the following described
parcel of land, and improvements and appurtenances thereto in the County of ESCAMBIA
State of FLORIDA to wit:

**Escambia County Property Appraiser
101S301101124002 - Full Legal Description**

BEG AT NE COR OF LT 12 BLK 2 S/D PLAT DB 89 P 369 N 88 DEG 25 MIN 21 SEC W ALG N
LI OF LT 12 FOR 25 FT TO W R/W LI FOWLER AVE (50 FT R/W) S 1 DEG 24 MIN 41 SEC W
ALG W R/W LI 187 76/100 FT FOR POB CONT SAME COURSE S 1 DEG 24 MIN 41 SEC W 126
91/100 FT N 85 DEG 44 MIN 7 SEC W 353 05/100 FT N 1 DEG 24 MIN 12 SEC E 115 27/100 FT
S 87 DEG 37 MIN 28 SEC E 352 67/100 FT TO POB OR 6610 P 260

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.
Signed, sealed and delivered in presence of:

Signature of Witness: [Signature]
Print name of Witness: GEORGE ROBERTS

Signature of Witness: [Signature]
Print name of Witness: Clyde Higgins

Signature of First Party: [Signature]
Print name of First Party: PATRICIA D. HOLT

Signature of Second Party: [Signature]
Print name of Second Party: CHARLES H. HOLT

Signature of Preparer [Signature]

Print Name of Preparer CHARLES H. HOLT

Address of Preparer 9015 Fowler Ave Pensacola FL

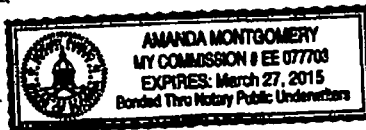
State of Florida
County of Escambia }

On May 11, 2011 before me, Patricia Holt and Charles Holt
appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

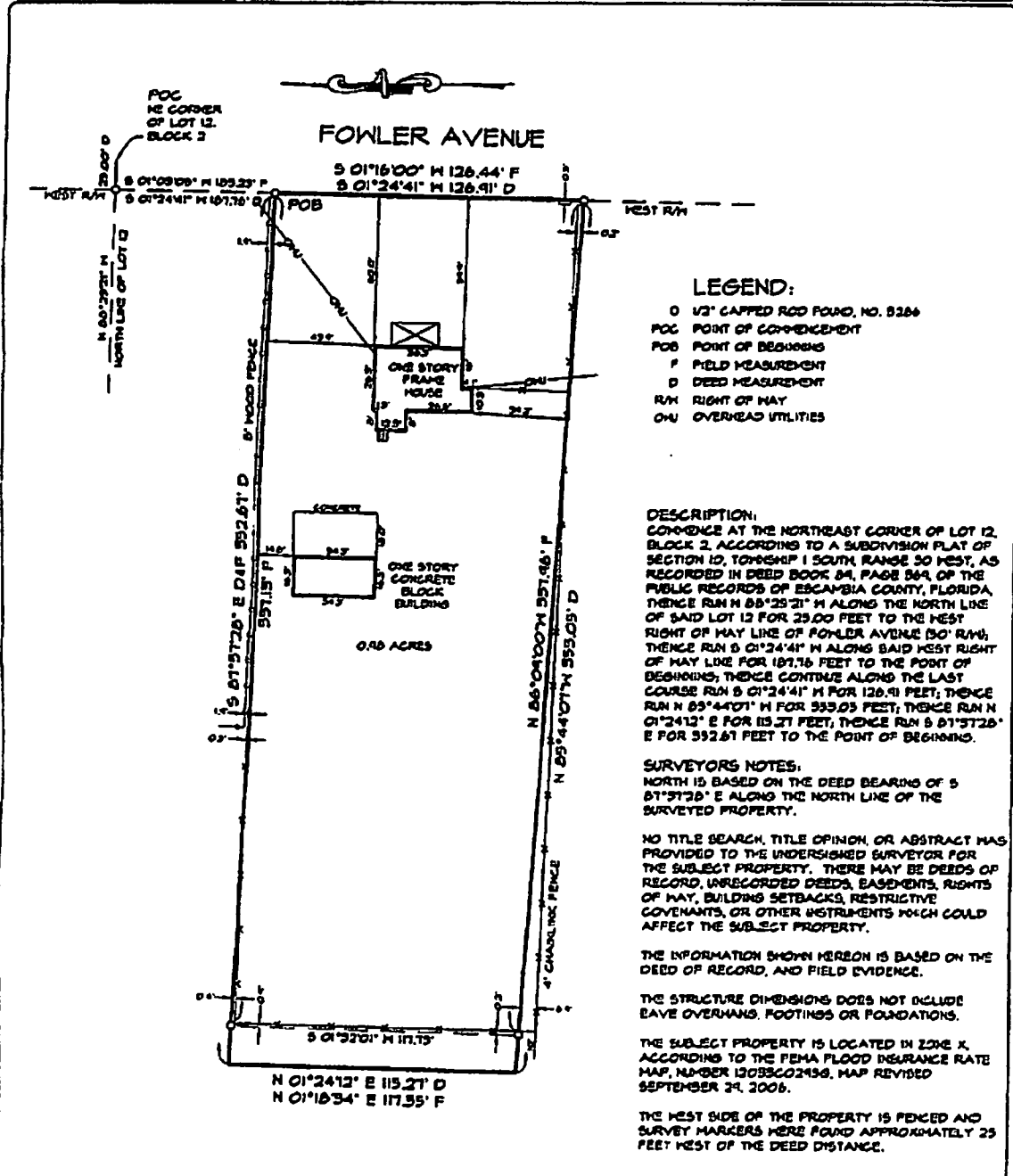
[Signature]
Signature of Notary



Affiant Known Produced ID
Type of ID FL DL HVB201K4509480
(Seal)

RB Sears Land Surveying, Inc.

5941 BERRYHILL ROAD, SUITE D, MILTON, FL 32570
 TELEPHONE: (850) 983-6449 FAX: (850) 623-3284
 pacelandsurveyor@yahoo.com



BOUNDARY SURVEY
 A PART OF SECTION 10
 TOWNSHIP 1 SOUTH, RANGE 30 WEST
 ESCAMBIA COUNTY, FLORIDA

PREPARED FOR:
 MR. RUP HOLT

SURVEYORS CERTIFICATE:
 I CERTIFY THE SURVEY SHOWN HEREON COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 55-7, FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND HAPPENS PURSUANT TO SECTION 412021 FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

W. B. S.
 OCTOBER 6, 2010
 RICHY B. SEARS, P.S.M. DATE

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE NO. 4511
 UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR NAMED ABOVE THIS DRAWING, SKETCH PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

SCALE: 1"=40'	FILE: 10114	DRAWN BY: P.J.K.	FIELD DATE: 10/05/10	DATE: 10/05/10
JOB NUMBER: 10114	CHECKED BY: RBS	FIELD BOOK: 53	PAGE 19A 72-19	

Compatibility Analysis

9015 Fowler Avenue

This site is located on the west side of Fowler Avenue between Nine Mile Road on the north and Bush Street on the south. This block of Fowler Avenue measures some 2,655 feet between these two public rights-of-way.

The Escambia County Land Development Code (LDC) Locational Criteria provides the following at **Sec.7.20.03.B:**

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

Using the above, four parcels located between the public rights-of-way previously noted are measured as follows:

Lowe's	906'
Johnson	187'
Holt	126'
Mustang	<u>336'</u>

Total commercial use/zoned prop. 1,555'

Therefore: $1,555 \div 2,655 = 56.86\%$

Based upon the calculations, this segment of Fowler Avenue exceeds the 50% commercially zoned or used rule found in Sec.7.20.03.B above. This should provide the Planning Board competent and substantial evidence to grant the requested waiver.

NOTICE OF NO OBJECTION

TO WHOM IT MAY CONCERN:

This Notice will serve to advise that I have no objection to the proposed zoning change to Commercial requested by neighbor Rip Holt.

RONALD V TRINE

Name

8911 FOWLER AVE

Address

PENSACOLA, FL 32534

Date

6/11/11



NOTICE OF NO OBJECTION

TO WHOM IT MAY CONCERN:

This Notice will serve to advise that I have no objection to the proposed zoning change to Commercial requested by neighbor Rip Holt.

Cynthia B. Werhan Cynthia B. Werhan

Name

9101 Fowler Ave Pensacola, FL 32534

Address

6-01-2011

Date

850-207-1302



Development Services Bureau
Escambia County, Florida

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

10-15-30-1101-¹²⁴240-002
Property Reference Number

Buddy Page (Patricia Holt)
Name

9015 Fowler Ave
Address

Owner

Agent

Referral Form
Included? Y / N

MAPS PREPARED

- Zoning
- FLU
- Aerial
- Other: _____

PROPERTY INFORMATION

Current Zoning: R-5 Size of Property: .96 +/-
 Future Land Use: MU-U Commissioner District: 5
 Overlay/AIPD: NA Subdivision: -
 Redevelopment Area: NA

COMMENTS

Desired Zoning: C-2

Is Locational Criteria applicable? _____ If so, is a compatibility analysis required? yes

Agent brought in rezoning application to rezone to C-1 from R-5

Case Z-2010-14- rezoned from R-3 to R-5
BCC Approved 12/9/10

- 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: Allyson Cain Date: 6/2/11

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.

HENSON JOSEPH R & LYNDIA
9110 FOWLER AVE
PENSACOLA FL 32534

HOLT PATRICIA D
9130 COVE AVE
PENSACOLA FL 32534

ENNIS TOLBERT L & NARAGON
641 HAWKINS RD
PENSACOLA FL 32534

SOWELL MELBA
650 HAWKINS RD
PENSACOLA FL 32534

SHUBERT KELLY L
8904 FOWLER AVE
PENSACOLA FL 32534

MERIDETH JUANITA L
8932 COVE AVE
PENSACOLA FL 32534

WILLIAMS HILDA T
1129 JACKS BRANCH RD
CANTONMENT FL 32533

STEELE ROCKY B
C/O JANICE STEELE
6530 TOETUCK DR
PENSACOLA FL 32526

KEARLEY JERALD T
41 EMORY DR
PENSACOLA FL 32506

HALL DEBRA L
741 PINEY LN
CANTONMENT FL 325339668

NELLOMS MINNIE BELLE &
9010 FOWLER AVE
PENSACOLA FL 32534

CUTLER AMICK & CRYSTAL A
2224 LIBERTY LOOP RD
CANTONMENT FL 32533-9211

WASSERMAN WADE & LINDA
9121 CARABELLA ST
PENSACOLA FL 32514

WELCH WILLIAM M & MAUREEN H
1000 CYNTHIA LN
PENSACOLA FL 32534

STEELE ROCKY B
6530 TOETUCK DR
PENSACOLA FL 32526

CROFT SALLIE EST OF
3000 W JACKSON ST
PENSACOLA FL 32507

WERHAN WAYNE J &
9101 FOWLER AVE
PENSACOLA FL 32534

LOWES HOME CENTERS INC
ATTN TAX DEPT (2ETA)
1000 LOWES BLVD
MORRESVILLE NC 28117

PAGE BUDDY
5337 HAMILTON LANE
PACE FL 32571

BUTLER KENNETH R & GWEN E
9014 FOWLER AVE
PENSACOLA FL 32534

STEWART TERESA HENDRICKSON
99 MEADE HEIGHTS
PIKEVILLE KY 415012129

GOBI LLC
12689 HWY 231 SOUTH # 51
TROY AL 36081

BOHANNON ROBERT L & BETTY L
8880 FOWLER AVE
PENSACOLA FL 32534

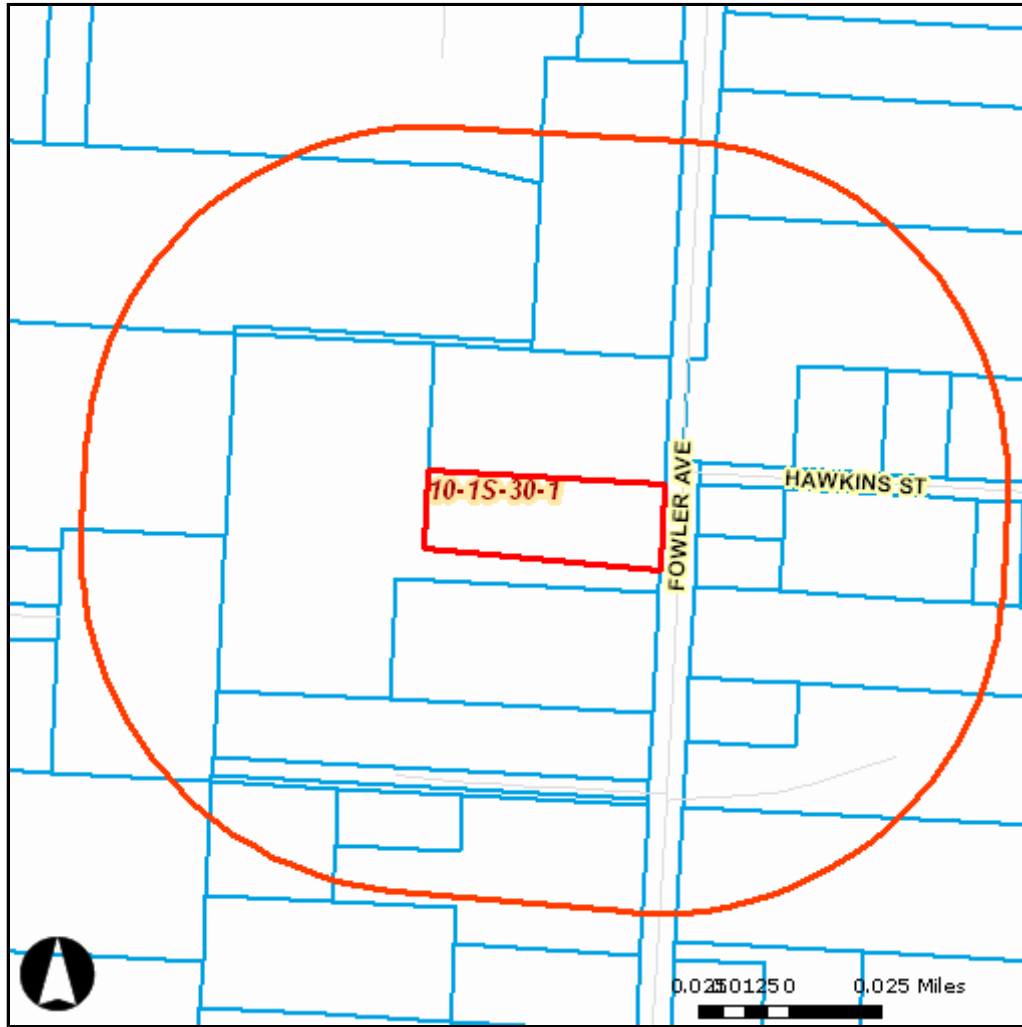
TARKUS JOSEPH M
8903 FOWLER AVE
PENSACOLA FL 32534

TRINE RONALD V JR & AUDREY M
8911 FOWLER AVE
PENSACOLA FL 32534

HOLT PATRICIA D
9130 COVE AVE
PENSACOLA FL 32534

PAGE BUDDY
5337 HAMILTON LANE
PACE FL 32571

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.



Development Services Department

Building Inspections Division

3363 West Park Place
 Pensacola, Florida, 32505
 (850) 595-3550
 Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **533312**

Date Issued. : 06/02/2011

Cashier ID : VHOWENS

Application No. : PRZ110600013

Project Name : Z-2011-13

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	4436	\$1,500.00	App ID : PRZ110600013
		\$1,500.00	Total Check

Received From : sunrise partners inc / RHODES SEAN C & ALLISON L

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

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ110600013	627153	1,500.00	\$0.00	9015 FOWLER AVE, PENSACOLA, FL, 32534

Total Amount :	1,500.00	\$0.00	Balance Due on this/these Application(s) as of 6/3/2011
-----------------------	-----------------	---------------	---



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

Applicant
Exhibit 3 is
Powerpoint presentation

Escambia County Planning Board

Public Hearing
Speaker Request Form

Agent

Please Print Clearly

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: 2011-13

OR

Agenda Item Number/Description: _____

In Favor Against

*Name: BUDDY PAGE

*Address: 5337 HAMILTON

*City, State, Zip: PAGE 32571

Email Address: budp@page1@mchsi.com Phone: 232-9853

Please indicate if you:

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

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

All items with an asterisk * are required.

Chamber Rules

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



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

owner
and
Witness #1

Escambia County Planning Board

Public Hearing
Speaker Request Form

Please Print Clearly

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2011-13

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor Against

*Name: CHARLES HOYT

*Address: 9015 Fowler Ave *City, State, Zip: 32534

Email Address: RipHOYT@AOL.com Phone: 850-554-4240

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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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

Applicant
Witness #2

Escambia County Planning Board

Public Hearing
Speaker Request Form

Please Print Clearly

Rezoning Quasi-judicial Hearing

Rezoning Case #: 22013

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

In Favor Against

*Name: Clepton Arnold

*Address: 9010 Fowler *City, State, Zip: 32534

Email Address: _____ Phone: 478 2051

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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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.
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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

Regular Planning Board Meeting

Rezoning Case #: Z-2011-13

OR

Agenda Item Number/Description:

In Favor [check] Against

*Name: Gwen Butler

*Address: 699 Hawkins St

*City, State, Zip: Pensacola FL 32534

Email Address: butlerpensacola@aol.com

Phone: 850-450-9480

Please indicate if you:

[check] 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.
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Revised Compatibility Analysis

9015 Fowler Avenue

This site is located on the west side of Fowler Avenue between Nine Mile Road on the north and Bush Street on the south. This block of Fowler Avenue measures some 2,515 feet between these two public rights-of-way.

The Escambia County Land Development Code (LDC) Locational Criteria provides the following at **Sec.7.20.03.B**:

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

The first five (5) lots on the west side of Fowler south from Nine Mile Road measure **775** feet according to the attached Escambia County Section Map. These parcels are all zoned C-1 Commercial. The sixth lot south from the intersection (Kearly) is zoned R-3, however, the site is used for raising and selling goats and goats milk, thus being used for non-residential uses. This property measures **430** feet frontage on Fowler Avenue. The 7th lot South on Fowler is owned by Werhan and measures some **187** feet in width facing Fowler Avenue. This site is used to produce and sell jewelry as evidenced by the attached copy of her County Business License. Next is the subject property with **126** ' frontage owned by Holt who conducts on-line sales of automobiles. The final property is known as Mustang Village with **300** feet of frontage on Fowler Avenue. Collectively, these nine lots are either zoned or used for commercial uses and total as follows:

Lowes group	775'
Kearly	430
Werhan	187
Holt	126
Mustang Village	<u>300</u>

Total frontage: 1,818'

Therefore: $1,818 \div 2,515 = 72.28\%$

Based upon the calculations, this segment of Fowler Avenue exceeds the 50% commercially zoned or used rule found in Sec.7.20.03.B above. This should provide the Planning Board competent and substantial evidence to grant the requested waiver



Applicants Exhibits
(page 1)



JANET HOLLEY

ESCAMBIA COUNTY TAX COLLECTOR

Business Tax Receipt Renewal



Business Name
1 of 1

Last Update: 7/10/2011 4:28:02 PM CDT

Business Tax Receipt Renewal

Account Number	New Business Date	Business Tax Receipt Year		
650227	12/4/2007	2011		
Business Address WERHAN CYNTHIA ESCAMBIA COUNTY County FL		Mailing Address WERHAN CYNTHIA 9101 FOWLER AVE PENSACOLA FL 32534		
Units 0	Status **ACTIVE**			
Occupation RETAIL PEDDLER		<table border="1"> <tr> <td>Business Tax Receipt Fee</td> <td>\$26.25</td> </tr> </table>	Business Tax Receipt Fee	\$26.25
Business Tax Receipt Fee	\$26.25			
If Paid By		Amount Due		
9/30/2011		\$26.25		

[Click Here To Pay Now](#)

Details

Business Tax Receipt Renewal

» Print View

Tax Payment

Searches

Business Type

Account Number

Business Name

Owner Name

Site Functions

Welcome

Property Taxes

Local Business

Tax

Feedback

County Login

Home

[Print](#) | [Print](#) | << First < Previous Next > Last >>

Powered by
MANATRON

EXHIBIT
Applicants
2
7-11-11 KVA

*Applicants Exhibit 2
(page 2)*



JANET HOLLEY

ESCAMBIA COUNTY TAX COLLECTOR

Business Tax Receipt Renewal



Business Name
1 of 1

Last Update: 7/10/2011 4:18:24 PM CDT

Business Tax Receipt Renewal

Account Number	New Business Date	Business Tax Receipt Year				
121263	3/17/1980	2011				
Business Address MUSTANG VILLAGE 8833 FOWLER AVE County FL 32534		Mailing Address MCNEAL BOB 8833 FOWLER AVE PENSACOLA FL 32534				
Units 0	Status **ACTIVE**					
Occupation RETAIL		<table border="1"> <tr> <td>Business Tax</td> <td>\$26.25</td> </tr> <tr> <td>Receipt Fee</td> <td></td> </tr> </table>	Business Tax	\$26.25	Receipt Fee	
Business Tax	\$26.25					
Receipt Fee						
If Paid By	Amount Due					
9/30/2011	\$26.25					

[Click Here To Pay Now](#)

Details

Business Tax Receipt Renewal

» Print View

Tax Payment

Searches

- Business Type
- Account Number
- Business Name**
- Owner Name

Site Functions

- Welcome
- Property Taxes

Local Business

Tax

- Feedback
- County Login
- Home

[Print](#) | [Print](#) | << First < Previous Next > Last >>



9015 Fowler Avenue

Legend

- 01 - Principal Arterial - FIHS - SIS RURAL
- 02 - Principal Arterial - RURAL
- 06 - Minor Arterial RURAL
- 07 - Major Collector RURAL
- 08 - Minor Collector RURAL
- 11 - Principal Arterial - FIHS - SIS URBANIZED
- 14 - Principal Arterial URBANIZED
- 16 - Minor Arterial URBANIZED
- 17 - Collector URBANIZED - Major and Minor



McKenzie Tank Lines - 67 tractor/trailers on site



Disclaimer
This map is for informational purposes only. It is not intended to be used as a legal document. The information is provided as a service to the public and is not guaranteed. The user assumes all responsibility for the use of this information.







JANET HOLLEY

ESCAMBIA COUNTY TAX COLLECTOR

Business Tax Receipt Renewal



Business Name
1 of 1

Last Update: 7/10/2011 4:18:21 PM CDT

Details

Business Tax Receipt Renewal

[Print/View Tax Payment](#)

Searches

[Business Type](#)
[Account Number](#)
[Business Name](#)
[Owner Name](#)

Site Functions

[Welcome](#)
[Property Taxes](#)
[Local Business Tax](#)
[Feedback](#)
[County Login](#)
[Home](#)

Business Tax Receipt Renewal

Account Number	New Business Date	Business Tax Receipt Year
121263	3/17/1980	2011
Business Address MUSTANG #121263 2001 SOUTHWEST AVE MONTICELLO, FL 32184		Mailing Address MUSTANG #121263 2001 SOUTHWEST AVE MONTICELLO, FL 32184
Units : 1	Status : ***001232**	
Occupation RESTAURANT		
<input type="button" value="Business Tax Renewal"/> <input type="button" value="Renew"/>		
If Paid By		Amount Due
9/30/2011		\$26.25

[Click Here To Pay Now](#)

[Print](#) | [Print](#) | << First < Previous Next > Last >>





JANET HOLLEY

ESCAMBIA COUNTY TAX COLLECTOR

Business Tax Receipt Renewal



Business Name
1 of 1

Last Update: 9/10/2011 4:25:11 PM CDT

Details

Business Tax Receipt Renewal

[Print/View](#)

[Tax Payment](#)

Searches

- [Business Type](#)
- [Account Number](#)
- [Business Name](#)**
- [Owner Name](#)

Site Functions

- [Welcome](#)
- [Property Taxes](#)
- [Local Business Tax](#)**
- [Feedback](#)
- [County Login](#)
- [Home](#)

Business Tax Receipt Renewal

Account Number	New Business Date	Business Tax Receipt Year
650227	12/4/2007	2011
Business Address MORAN, JANET 1234567890 MORAN, JANET		Mailing Address MORAN, JANET 1234567890 MORAN, JANET
Units : 1	Status : ***02222**	
Occupation MORAN, JANET		
<input type="button" value="Business Tax Receipt Renewal"/> <input type="button" value="Print"/>		
If Paid By		Amount Due
9/30/2011		\$26.25

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//10/2011



Distance to Church: 982'



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FHWA URBAN BOUNDARY and FEDERAL FUNCTIONAL CLASSIFICATION HANDBOOK

Transportation Statistics Office
Florida Department of Transportation
Tallahassee, Florida

April 4, 2003



jointly by the Department, local governments, and where applicable, the Metropolitan Planning Organization. These designations are subject to approval by the Federal Highway Administration following submission by the Department.

Future routes should be functionally classified with the existing system if they are included in an approved short range improvement program (i.e.; 5 year work program) or there is a good probability that the route will be under construction within 6 years. Where applicable, the same classification should be given to the future route and to the existing route that it will replace until the future route is constructed.

A road located within an adjusted Census urban area boundary shall be classified as urban. Those roads located outside urban areas shall be classified as rural.

The classification of a road will change where there is a change in traffic conditions, land use and development, and other factors. Trip purposes may change at intersections or large developments.

Functional classification designations usually remain stable over many years being changed only when necessary to recognize evolving travel patterns, relocated urban area boundaries, and other factors. These are changes that should be considered during the ten year Census boundary revisions. FHWA usually accepts revisions at this time without having detailed justification.

Interim re-evaluations can occur when the Department or a local government has indications that the usage of a road has changed so as to indicate a possible change in function. A local government or a Metropolitan Planning Organization may request re-evaluation by writing to the appropriate District Secretary. If a local government is requesting a review of a road or roads located within the area influenced by a Metropolitan Planning Organization, then both parties shall be involved in the re-evaluation process and concur with the outcome of the review. District staff shall complete the Department's portion of the re-evaluation work within 6 months from the date the request is received.

Changes to urban area boundaries, feature 124 (HWYLOCAL) and proposed federal functional classification, feature 121 (PROFUNCL) must be updated in the Roadway Characteristics Inventory database by the District staff. The Transportation Statistics Office will update feature 112 (FAHWYSYS) and batch load the proposed federal functional classification from PROFUNCL to the current federal functional classification (FUNCLASS). **Attachment 5** is a sample screen print for feature 121. DO NOT ENTER OR CHANGE INFORMATION IN FUNCLASS.

CRITERIA AND METHODS FOR CLASSIFYING ROADS

Trip purpose identified by one or more quantifiable conditions

The ***Federal Highway Functional Classification Manual*** calls for the grouping of similarly ranked travel generators. This procedure delineates twelve traffic generators, more precisely referred to in this procedure as trip purposes. When evaluating the function of a road, the Department shall consider the character of service these roads are intended to provide. A road may serve more than one significant trip purpose.

Trip purpose identified by concept of service and consideration of proximity

It is not necessary for a road to go directly to the main entrance of a particular facility for it to serve that facility. A number of connections may exist between the primary access route and the facility itself. For example, a state university has many entrances accessed by local roads that connect to the major road network at multiple points. It may be sufficient for a major road to pass along or near a boundary of the university for it to be "served" by that road. In the same way, an Interstate highway that passes along the periphery of an urban area serves that urban area if a direct connection is provided between the Interstate highway and the urban area. The ***Federal Highway Functional Classification Manual*** provides a general guideline on the topic for rural inter-urban routes.

ARTERIALS

The **arterial system** provides the highest level of mobility at the highest speed, for long, uninterrupted travel. The Interstate Highway System is an arterial network. Arterials generally have higher design standards than other roads, often with multiple lanes and some degree of access control.

A road serving two trip purposes listed in 1 through 7 will be classified as a principal arterial road. All limited-access highways and all roads serving the purpose of connecting urbanized areas to each other are considered to serve several trip purposes and are thus classified as principal arterial roads. A road serving only one of the trip purposes listed in 1 through 7 will be classified as a minor arterial road.

The **urban principal arterial system** is divided into principal and minor arterials. The urban principal arterial system is the most important group; it includes Interstate highways, other freeways and expressways, and other principal arterials. The urban principal arterial system serves the major centers of activity of a metropolitan area, have the highest traffic volume corridors, and the longest trip desires; and should carry a high portion of the total urban area travel on a minimum of mileage. It carries most trips entering and leaving urban areas, and it provides continuity for all rural arterials that intercept urban boundaries.

The **urban minor arterial system** provides service for trips of moderate length and at a lower level of mobility. They connect with urban principal arterial roads and rural collector routes.

A rural principal arterial highway network provides interstate and inter-county service so that all developed areas are within a reasonable distance of an arterial highway. The principal arterial network is more significant. It serves virtually all urban areas with populations greater than 50,000 people. Additionally, most urban areas larger than 25,000 people are served by rural principal arterial highways. Rural principal arterial highways provide an integrated network without stub connections except where needed because of unusual geographic or traffic conditions (for example, connections to international borders, coastal cities, water ports and airports). The rural principal arterial network is divided into two subsystems, Interstate highways and other principal arterials.

A rural minor arterial highway serves an urban area if it penetrates or comes within 2 miles of the urban boundary. A road connecting the rural minor arterial highway to the urban area is not necessary.

1. Travel to and through urbanized areas

These are primary routes that connect one urbanized area to another. In selecting the primary route between two adjacent urbanized areas when more than one direct route exists, the Department shall first consider the route that extends to the largest number of distant urbanized areas. If that test does not provide a clear selection, the Department may then consider which road serves the largest volume of traffic traveling between the two adjacent urbanized areas. A connected urbanized area may be in another state. Two routes may be considered when the amount of travel in a given corridor connecting two urbanized areas is substantially served by trips on more than one highway. This is also true when an urbanized area is so geographically large as to result in multiple corridors having been established. This two-connector option will be applied in very limited cases. The Manager of the Transportation Statistics Office will review two-connector options as proposed by the District Planning Offices and present them to FHWA for consideration. In general, the use of multiple highways to serve the trip needs of a single corridor for this trip purpose may be recognized only when the two facilities are of different access control types; i.e., one is limited-access and the other is not. For example: I-10 is a limited access facility. US 90 that parallels I-10 is not a limited access facility.

2. Travel to and through small urban areas

These are primary routes that connect one small urban area to an adjacent small urban area, an adjacent urbanized area, or to the network of roads connecting urbanized areas to each other. If there is no urban area in the county, connection should be made to the county seat.

3. National defense

A national defense route is identified as a primary National Strategic Highway Corridor Network (STRAHNET) route. National defense routes also include connector routes

identified in the STRAHNET Connector Atlas that may be judged as serving the purpose of major or minor public facility access, as described in 6 and 7, according to the size of the facility and the degree of mobility provided by the connector route.

4. Interstate and regional commerce

Routes serving this trip purpose are identified by relatively high volumes of freight movements over long distances. A United States Route designation granted by the American Association of State Highway Transportation Officials (AASHTO) may often indicate that the so designated route serves the primary purpose of interstate commerce. Those roads that serve the purpose of travel to and through urbanized areas are considered to serve the needs of regional commerce and thus meet both trip purposes, and vice versa. Identification of this trip purpose may involve evaluating the appropriateness of existing U.S. route designations. Any needed changes, including proposed route changes, will be submitted by the Transportation Statistics Office on the appropriate forms to the American Association of State Highway Transportation Officials at the next meeting of the Special Committee on U.S. Route Numbering.

5. Access to airports, seaports, and major rail terminals or intermodal transfer facilities

McKenzie Tank Lines?

These major routes that provide access to regional or international airports, seaports handling ocean-going or river barge traffic, and rail/truck intermodal facilities, are designated by the Department and approved by the Federal Highway Administration.

6. Access to major public facilities

A route to the major point of entrance to a major public facility is considered the primary access route. Major public facilities are distinguished from minor public facilities by their frequency of use and customer service. The general guide for selecting facilities meeting this purpose is to identify those for which the generated traffic would substantially impact the performance of connecting roads; i.e., the number and frequency of trips to or from the facility would place a significant demand on the facility during the time evaluated for purposes of concurrency management. For the purposes of this procedure, major public facilities are: state or private universities; community colleges; regional medical centers; natural attractions, such as beaches, rivers, and state parks, that draw from a regional area and serve an average daily attendance of 1,000 persons in a single area; manmade attractions, such as theme parks, that attract audiences from a regional area; publicly-owned cultural and historic facilities, such as performing arts centers, civic centers, and museums, that attract audiences from a regional area.

7. Access to minor public facilities

A route providing access to the major point of entrance to a minor public facility is considered the primary access route. For the purposes of this procedure, minor public

facilities are those not meeting the requirements listed in 6, and include manmade attractions and publicly owned cultural and historical facilities that attract local audiences.

COLLECTORS

Collectors provide a lower degree of mobility than arterials. They are designed for travel at lower speeds and for shorter distances. Collectors are typically two-lane roads that collect and distribute traffic from the arterial system.

The **urban collector system** provides traffic circulation within residential neighborhoods and commercial and industrial areas. Unlike arterials, collector roads may penetrate residential communities, distributing traffic from the arterials to the ultimate destination for many motorists. Urban collectors also channel traffic from local streets onto the arterial system.

The **rural collector system** is stratified into two systems: major and minor collectors. **Major collectors** provide service to any county seat not on an arterial route. They also serve larger towns not accessed by higher order roads, and important industrial or agricultural centers that generate significant traffic (but are avoided by arterials). **Minor collectors** are spaced at intervals, consistent with population density, to collect traffic from local roads and to insure that all urbanized areas are within a reasonable distance of a collector road.

A road serving any of the purposes given in 8, 9, 10, and 11, will be classified as an urban collector road. In rural areas, where a distinction is recognized between major and minor collector roads, those serving any of the purposes given in 8, 9, and 10 will be considered to be rural major collector roads and those serving number 11 only will be considered to be rural minor collector roads.

8. Interconnection of major thoroughfares

A route that provides a high-volume cross-connection between roads that meet at least two of the trip purposes listed under 1 through 6 qualifies for this trip purpose. The intent is to ensure that the trips being observed are for through traffic seeking to reach the distant major road.

9. Interconnection of minor thoroughfares

A route that provides cross-connection between roads that meet at least one of the trip purposes listed under 1 through 7 qualifies for this trip purpose.

10. Access to concentrated land use areas

This is a route that connects major thoroughfares to concentrations of land use, such as the primary connection to a community, large residential subdivision, neighborhood shopping center, or a public facility serving a local audience.

11. Access to diffused land use areas

A route that connects major thoroughfares to diffused areas of a single or mixed land use serves this trip purpose. Such areas include the primary connection to a farming area consisting of large acreage tracts or scattered small residential developments.

LOCALS

Local roads represent the largest element in the road network in terms of mileage. For rural and urban areas, all public road mileage below the collector system is considered local. Local roads provide basic access between residential and commercial properties, connecting with higher order highways. A route meeting this purpose would connect a home, work, or entertainment trip by connecting the final destination to the roads serving longer trips. Examples of roads meeting the purpose described in this paragraph include those located within a residential subdivision or a cluster of commercial buildings.

Z-2011-14

1

1 IN AND FOR ESCAMBIA COUNTY, FLORIDA
 2 ESCAMBIA COUNTY PLANNING BOARD

3

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

9

10 APPEARANCES

11 PLANNING BOARD:

12 WAYNE BRISKE, CHAIRMAN (not present)
 13 TIM TATE, VICE CHAIRMAN
 14 DOROTHY DAVIS
 15 STEVEN BARRY
 16 R. VAN GOODLOE
 17 KAREN SINDEL
 18 ALVIN WINGATE
 19 PATTY HIGHTOWER, SCHOOL BOARD MEMBER
 20 STEPHANIE ORAM, NAVY REPRESENTATIVE
 21 STEPHEN WEST, ASSISTANT COUNTY ATTORNEY

22 DEVELOPMENT SERVICES BUREAU:

23 T. LLOYD KERR, AICP, BUREAU CHIEF
 24 HORACE JONES, DIVISION MANAGER, LONG RANGE PLANNING
 25 JUAN LEMOS, URBAN PLANNER, PLANNING & ZONING
 JOHN FISHER, URBAN PLANNER, PLANNING & ZONING
 ALLYSON CAIN, URBAN PLANNER II, DEVELOPMENTAL SERVICES

GENERAL PUBLIC

REPORTED BY: JAMES M. TAYLOR, COURT REPORTER

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3

1 PROCEEDINGS

2 MR. TATE: Good morning. At this time I would
 3 like to call the August 8th, 2011 Planning Board
 4 meeting to order. At this time, I would ask that
 5 you all rise as we say a word of prayer and have the
 6 pledge. Mr. Wingate.
 7 (Invocation and Pledge of Allegiance.)
 8 MR. TATE: Do we have proof of publication?
 9 MS. SPITSBERGEN: Yes, sir. The meetings was
 08:44 10 advertised in the July 22nd, 2011 Pensacola News
 11 Journal.
 12 MR. TATE: Did the publication meet all the
 13 legal requirements?
 14 MS. SPITSBERGEN: Yes, sir, it did.
 15 MR. TATE: The Chair will entertain a motion to
 16 waive the reading of the legal advertisement.
 17 MS. DAVIS: I so move.
 18 MS. SINDEL: Second.
 19 MR. TATE: Thank you. All those in favor raise
 08:45 20 your right hand.
 21 (Board members vote.)
 22 MR. TATE: Opposed?
 23 (None.)
 24 MR. TATE: Motion passes.
 25 At this hearing, the Planning Board is acting
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2

1 I N D E X

2 Page

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5 Exhibit A, Staff's Findings and Legal
 6 Advertisement 8

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1 under its authority to hear and make recommendations
 2 to the Board of County Commissioners on rezoning
 3 applications. These hearings are quasi-judicial in
 4 nature. Quasi-judicial hearings are like
 5 evidentiary hearings in a court of law; however,
 6 they are less formal. All testimony will be given
 7 under oath, and anyone testifying before the
 8 Planning Board may be subject to cross-examination.
 9 All documents and exhibits that the Planning
 08:36 10 Board considers will be entered into evidence and
 11 made part of the record.
 12 Opinion testimony will be limited to experts,
 13 and closing arguments will be limited to the evidence
 14 in the record.
 15 Before making a decision, the Planning Board
 16 will consider the relevant testimony, the exhibits
 17 entered into evidence and the applicable law.
 18 Each individual who wishes to address the
 19 Planning Board must complete a speaker request form
 08:36 20 and submit it to the Planning Board clerk. These
 21 forms are located on the table in the back of the
 22 room. You will not be allowed to speak until we
 23 have received a completed form. Please note that
 24 only those individuals who are present and give
 25 testimony on the record at this hearing before the
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5

1 Planning Board will be allowed to speak at the
 2 subsequent hearings before the Board of County
 3 Commissioners. No new evidence can be presented at
 4 the BCC meeting. Therefore, all testimony and
 5 evidence must be presented today.
 6 The Planning Board will provide a
 7 recommendation for each rezoning request to the
 8 Board of County Commissioners, which will review
 9 testimony, documents and exhibits, consider the
 08:37 10 closing arguments and make a final decision. All
 11 decisions by the BCC are final. Anyone who wishes
 12 to seek judiciary review of the decision of the
 13 Board of County Commissioners must do so in a court
 14 of competent jurisdiction within 30 days of the date
 15 that the Board approves or rejects the recommended
 16 order of the Planning Board.
 17 All written or oral communication outside of
 18 this hearing with members of the Planning Board
 19 regarding matters under consideration today are
 08:37 20 considered ex parte communications. Ex parte
 21 communications are presumed prejudicial under
 22 Florida law and must be disclosed as provided in the
 23 BCC Resolution 96-13.
 24 As each case is heard, the Chair will ask that
 25 any Board members who have been involved in any
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1 ex parte communication please identify themselves
 2 and describe the communication.
 3 As required by Section 2.08.02.D of the
 4 Escambia County Land Development Code, the Planning
 5 Board's recommendation to the Board of County
 6 Commissioners shall include consideration of the
 7 following criteria.
 8 Consistency with the Comprehensive Plan.
 9 Whether the proposed amendment is consistent with
 08:38 10 the Comprehensive Plan.
 11 Consistency with the code. Whether the
 12 proposed amendment is in conflict with any portion
 13 of the Land Development Code and is consistent with
 14 the stated purpose and intent of the Land
 15 Development Code.
 16 Compatibility with surrounding uses. Whether
 17 and to the extent to which the proposed amendment is
 18 compatible with existing and proposed uses in the
 19 area of the subject property.
 08:39 20 Changed conditions. Whether and to the extent
 21 to which there are any changed conditions that
 22 impact the amendment or the property.
 23 The effect on the natural environment. Whether
 24 and to the extent to which the proposed amendment
 25 would result in significant adverse impacts on the
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7

1 natural environment.
 2 Development patterns. Whether and to the
 3 extent to which the proposed amendment would result
 4 in a logical and orderly development pattern.
 5 At the beginning of each case, as long as there
 6 are no objections from the applicant, we will allow
 7 staff to briefly present the location and zoning
 8 maps and photographs of the property.
 9 Next, we will hear from the applicant and any
 08:39 10 witnesses that he or she may wish to call. Then we
 11 will hear from the staff and any witnesses they may
 12 wish to call.
 13 Finally, we will hear from members of the
 14 public who have filed a speaker request.
 15 At this time I would like to ask the court
 16 reporter to swear in any members of staff. The
 17 Board has previously qualified these individuals –
 18 there's nobody new today, correct – to offer
 19 testimony in the areas of land use. Does anyone
 08:49 20 have any questions concerning anybody on staff's
 21 ability to offer witness – I'm sorry – expert
 22 testimony?
 23 (None.)
 24 MR. TATE: Okay. Would you please swear them
 25 in.
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8

1 (County Staff sworn.)
 2 MR. TATE: The rezoning hearing package for the
 3 August 8th meeting, with staff's Findings-of-Fact,
 4 has previously been provided to the Board members.
 5 The Chair will entertain a motion to accept the
 6 rezoning hearing package with staff's
 7 Findings-of-Fact and the legal advertisement into
 8 evidence.
 9 MR. BARRY: So moved.
 08:49 10 MR. TATE: Do we have a second?
 11 MS. SINDEL: Second.
 12 MR. TATE: All those in favor please raise your
 13 right hand.
 14 (Board members vote.)
 15 MR. TATE: Opposed.
 16 (None.)
 17 MR. TATE: Motion passes.
 18 The rezoning package with the staff's
 19 Findings-of-Fact and legal advertisement will be
 08:49 20 marked and included in the record as Composite
 21 Exhibit A for all of today's cases.
 22 (Exhibit A, Staff's Findings and Legal
 23 Advertisement, was identified and admitted.)
 24 (Transcript continues on Page 9.)
 25 * * *
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1 * * *

2 CASE NO: Z-2011-14

Location: 1991 West Detroit Boulevard

3 Parcel: N/A

From: R-2

4 To: R-6

Requested by: Jean McPhee

5

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

7 today. The first rezoning application for

8 consideration is Case Number Z-2011-14, which

9 requests rezoning of 1991 West Detroit Boulevard

08:50 10 from R-2, Single-Family District and R-3, One-Family

11 and Two-Family District to R-6, Neighborhood

12 Commercial and Residential District.

13 Members of the Board, has there been any ex

14 parte communication between you and the applicant,

15 agents, attorneys or witnesses with fellow Planning

16 Board members or anyone from the general public

17 prior to this hearing? Have you visited the subject

18 property? And please disclose if you are a relative

19 or a business associate of the applicant or the

08:50 20 applicant's agent.

21 We'll begin now with Ms. Sindel.

22 MS. SINDEL: No ex parte communication. I have

23 not visited the site and I'm not related to anyone

24 regarding this issue.

25 MR. WINGATE: I have drove by the site and

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10

1 that's to my extent.

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

3 MR. TATE: No to all of the above, but I am

4 familiar with the locations.

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

6 with the location.

7 MR. GOODLOE: No personal contact. And I have

8 visited the site.

9 MS. HIGHTOWER: No to all of the above.

08:51 10 MS. ORAM: And no to all of the above.

11 MR. TATE: Thank you. Staff, was notice of the

12 hearing sent to all interested parties?

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

14 MR. TATE: Was notice of the hearing posted on

15 the subject property.

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

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

18 photographs for Case 2011-14.

19 (Presentation of Maps and Photographs.)

08:51 20 MR. LEMOS: Juan Lemos, Escambia County

21 Planner. Once again, this is rezoning Z-2011-14.

22 This is all the locational wetlands. The aerial

23 photograph for the site. This is an aerial site

24 photograph. This is our future land use map. That

25 was showing mixed use urban. This is all the

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1 existing land use. This is our 500 foot radius map

2 showing all the different zoning districts, R-5, R-3

3 and R-2 and RR. This is our public notice sign

4 displayed on site. This is a photograph of all the

5 property looking towards the west. Looking south

6 onto the subject property. Looking southwest across

7 the subject property. Looking southeast and looking

8 east. This is looking north from the subject

9 property. And this is to the northwest. This is

08:52 10 our 500 foot radius map. And this is our mailing

11 list within the 500 foot radius map.

12 MR. TATE: Thank you. Will the applicant or

13 the applicant's representative please come forward.

14 MS. ZUBON: Good morning.

15 MR. TATE: Good morning.

16 MS. ZUBON: I have my agent with me, as well.

17 MR. TATE: Okay.

18 MS. ZUBON: A representative.

19 MR. TATE: Thank you. Would you please swear

08:53 20 in the applicant and the agent.

21 (Whereupon the applicant and agent were sworn.)

22 MR. TATE: We'll do this in order of the

23 applicant and then the agent. Would you please

24 state your full name and address for the record.

25 MS. ZUBON: Nicole Geneva Zubon. 1991 West

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12

1 Detroit Boulevard, Pensacola, Florida, 32534.

2 MR. TATE: Thank you. And the agent, as well.

3 MS. MCPHEE: Yes. Jean McPhee. I live at 415

4 Gibson Road in Pensacola, Florida, 32507.

5 MR. TATE: Thank you. Have you received a copy

6 of the rezoning hearing package with staff's

7 Findings-of-Fact?

8 MS. ZUBON: Yes, sir, I did.

9 MR. TATE: Do you understand that you have the

08:54 10 burden of providing substantial competent evidence

11 that the proposed rezoning is consistent with the

12 comp plan, furthers the goals, objectives and

13 policies of the comp plan and is not in conflict

14 with any portion of the County's Land Development

15 Code?

16 MS. ZUBON: Yes, sir, I do.

17 MR. TATE: Okay. Would you like to go ahead

18 and present?

19 MS. ZUBON: Yes, sir.

08:53 20 (Presentation by Nicole Geneva Zubon.)

21 MS. ZUBON: I just wanted to mention a few

22 things. I looked into this project of rezoning a

23 few years ago, at which time when I purchased the

24 property, of course, mini storages were already on

25 the lot immediately. We saw the pictures of the

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1 mini storages. Those are adjacent to the home.
 2 They have been sold. But it has been a detriment to
 3 find potential buyers for the property. It's been a
 4 detriment for having decent renters or even myself
 5 living there. There is no buffer between the
 6 residential home and those mini warehouses.
 7 Also within, I would say, 200 feet you have R-6
 8 mobile home lots already there. You have a church
 9 in close approximate range. It's just outside the
 08:55 10 500. But if you look at the map this – and I think
 11 they briefly put it up there, the R-6, C-1 and ID-1
 12 map. Those pictures are kind of misleading in the
 13 sense that it made everything look really just
 14 residential or heavily wooded. I know Raleigh
 15 Circle is heavily populated with a residential area.
 16 You have a good buffer of trees right there. The
 17 R-6 mobile homes. The R-5, I believe, are mobile
 18 homes. Just further down is a church. And then
 19 right down that way, about point five of a mile are
 08:56 20 two hotels.
 21 And so I believe it is in – you know, does
 22 conform with future land use laws, what the State
 23 just recently did, Mixed Use Urban.
 24 MR. TATE: Okay. Thank you. Does your agent
 25 have anything for the Board?
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1 (Presentation by Jean McPhee.)
 2 MS. McPHEE: Just briefly, to summarize what
 3 Nicole was trying to say and to give a providential
 4 encounter. I'm in real estate. And I've helped
 5 Nicole with other properties. My mailman was in
 6 that residential area, and he said tell me about
 7 this. I want to know what's going on. He said, I'm
 8 afraid that they're going to put some kind of public
 9 housing project up here. And I said, no. In the
 08:56 10 first place, only the land near the road is usable,
 11 all of that acreage in back is not. And in the
 12 second place, all she wants to do is have logical
 13 and consistent development.
 14 When she bought that piece of property,
 15 one-third of it was already mini storage done in
 16 1980. So it was grandfathered in to be that, but
 17 they wouldn't let that happen right next door. And
 18 that's the illogical nature of the present
 19 situation. The mini warehouses are there. They've
 08:57 20 been there since 1980 and they can be grandfathered
 21 in. It does seem illogical that the property right
 22 next to it could not have the same thing happen.
 23 And so as soon as he heard all of that, he
 24 said, well, that make sense to me. He said, I'll
 25 tell my neighbors not to worry about this. And so
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1 that's probably what he did.
 2 So, basically, that's the main thing that I
 3 want to stress, that if you picture a piece of land
 4 roughly 300 feet on the road, and roughly 200 feet
 5 left to be considered today, roughly 90 to 100
 6 already mini storage, we just want a consistent
 7 zoning that would allow that for the other. It's
 8 for the sake of the owner and her – the value of
 9 the land because it's logical and consistent. I
 08:58 10 thank you for this time.
 11 MS. ZUBON: I just have one other thing to say.
 12 The reason I started looking into this is about two
 13 years ago was – I – I'm a social worker. And I
 14 had spoken to churches. I knew Olive Baptist was
 15 looking into a woman's home at that time. I had
 16 actually rented out a few rooms to veterans. And
 17 then the last time I spoke to the VA in Biloxi they
 18 said you've got to get your coding right, the zoning
 19 is wrong.
 08:58 20 It's not like I had any intention or will have
 21 any intention – currently, the property is for
 22 sale. If I can get the right zoning, I would like
 23 to try to keep the property and possibly do a small
 24 assisted living for elderly; like with DCF where you
 25 have a few people come to the home, or look further
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1 into the VA prospect. You know, other things I
 2 think, childcare, a nursery, anything like this,
 3 land nursery.
 4 But the lot in and of itself, even though –
 5 and maybe I shouldn't be asking for an R-6, I was
 6 just kind of advised that when I met with staff and
 7 stuff. Because I didn't know what to ask, I'm not a
 8 planning and zoning. I didn't go to graduate school
 9 for that. So I just said R-6 kind of encompasses
 08:59 10 everything.
 11 But I noticed it encompasses quite a large
 12 amount of things that are not even applicable to the
 13 land. Because you've only got about two and a half
 14 acres up front. With setback lines, that's going to
 15 dictate in and of itself what can and cannot be
 16 placed there. So, you know, the hopes were not for
 17 some big, you know, project that would be disruptive
 18 to the neighborhood.
 19 And I would like to introduce Randy Pond. He's
 08:59 20 actually my listing agent. And let him talk about
 21 what he's been having to contend with.
 22 MR. TATE: Is Mr. Pond speaking on your behalf
 23 today as part of – or is he just – as a member of
 24 the public, I can have him speak previous, but you
 25 and your agent are actually the ones listed as –
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17

1 just at this point.
 2 MS. ZUBON: Okay.
 3 MR. TATE: So, Mr. Pond, we'll get to you at a
 4 different point.
 5 MS. ZUBON: Thank you.
 6 MR. TATE: And just as we can consider this, I
 7 want you to know that while it's nice for the Board
 8 to hear what you may use the property as, we have to
 9 consider anything that can occur in an R-6 zoning as
 09:00 10 we consider it. And we're kind of blind to what
 11 your potential use would be. So we're just looking
 12 at R-6 in general and not necessarily what you,
 13 yourself, would like to do with that property.
 14 MS. ZUBON: Want about a stepdown to R-5 or 4?
 15 MR. TATE: We'll look at that. Yes, we'll look
 16 at that. But I just want you to know, even if we're
 17 looking at R-3 or R-4, we're going to look at what
 18 you can do in that zoning district, not what you
 19 want to do with the property.
 09:01 20 MS. ZUBON: Exactly. I understand. I just
 21 wanted to make my case against spot zoning. Thank
 22 you.
 23 MR. TATE: Thank you. At this time we'll have
 24 the staff presentation.
 25 (Presentation by Juan Lemos.)
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1 observed that the nature of the surrounding zoning
 2 and existing uses is predominantly residential, thus
 3 the proposed amendment is not consistent with the
 4 intent of Land Development Code (LDC) 2.08.02.D.7.B
 5 and C, Quasi-judicial Rezoning. The proposed
 6 amendment does not meet the general commercial and
 7 light manufacturing uses locational criteria
 8 requirements; although the parcel is on a collector
 9 road, it is not located at or in proximity to
 10 intersections of arterial/arterial roadways or along
 11 an arterial roadway within one-quarter mile of the
 12 intersection and does not provide for a smooth
 13 transition between commercial and residential
 14 intensity, as stated in the Escambia County Land
 15 Development Code (LDC 7.20.04). The proposed
 16 amendment does not meet the requirements for infill
 17 development as stated in (LDC 7.20.03.B). Infill
 18 development is defined as an area where over 50
 19 percent of a block is either zoned or used for
 20 commercial development. This article also defines a
 21 block as the road frontage on one side of a street
 22 between two public right-of-way. In this case the
 23 block is identified as the road frontage from
 24 Ashland Avenue, along the south side of Detroit, to
 25 Raleigh Circle. There are eleven properties within
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1 MR. LEMOS: Once again, this is rezoning case
 2 Z-2011-14, from R-2, R-3 zoning request to R-6
 3 zoning. I will get right to the findings.
 4 Criterion (1), consistent with the
 5 Comprehensive Plan.
 6 The proposed use for the parcel is listed
 7 within the allowable range of uses for the
 8 Future Land Use category Mixed-Use Urban. The
 9 proposed amendment does promote efficient use of
 10 existing public roads, utilities and service
 11 infrastructure. However, staff determined that the
 12 proposed use does not promote compatible infill
 13 development, since the property is currently not
 14 underutilized and the proposed use is also
 15 incompatible with the residential nature of the
 16 surrounding properties. Therefore, staff finds that
 17 the proposed amendment is not consistent with the
 18 intent and purpose as stated in Comprehensive Land
 19 Policy, Future Land Use 1.3.1 and Future Land Use
 20 1.5.3.
 21 Criterion (2), consistency with the Land
 22 Development Code.
 23 The applicant has failed to provide competent
 24 evidence that the proposed rezoning will not
 25 constitute spot zoning. From a site visit, staff
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20

1 this block: Six single family residences, one
 2 property with mobile homes, three vacant residential
 3 properties, and one storage warehouse facility. The
 4 combined existing and proposed commercial use would
 5 only represent 17.5 percent of the total block. The
 6 intensity of the proposed use in this split zoning
 7 parcel is not compatible with the existing zoning
 8 and development on the surrounding parcels and does
 9 not promote compact development.
 10 Buffering requirements will apply, as stated in
 11 (LDC 7.01.06); further review from the Development
 12 Review Committee will be needed to ensure the
 13 buffering requirements and other performance
 14 standards have been met, should this
 15 amendment to R-6 be granted.
 16 Criterion (3), compatible with surround uses.
 17 Within the 500 foot radius impact area, staff
 18 observed 44 properties: 32 single family
 19 residences, 11 vacant residential lots and one
 20 property with storage warehouse units; therefore,
 21 staff concludes that the proposed amendment is not
 22 compatible with the surrounding existing residential
 23 uses in the area.
 24 Criterion (4), changed conditions.
 25 Staff found no changed conditions that would
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21

1 impact the amendment or properties.
 2 Criterion (5), effect on natural environment.
 3 Upon review of the National Wetland Inventory
 4 and as represented in the aerial/wetlands map,
 5 wetlands and hydric soils were indicated on the
 6 subject property. Staff also identified that the
 7 parcel is located within a FEMA designated
 8 floodplain; prior to any construction, the applicant
 9 will have to meet specific requirements outlined in
 10 Article 10, Floodplain Management, of the Escambia
 11 County Land Development Code. Further review during
 12 the Development Review Committee process will be
 13 necessary to determine if there would be any
 14 significant adverse impact on the natural
 15 environment.
 16 Criterion (6), development patterns.
 17 The proposed amendment would not result in a
 18 logical and orderly development pattern. The
 19 property is located along Detroit Boulevard, a
 20 collector road in a mixed-use area. The permitted
 21 uses of the R-6 zoning district are not of
 22 comparable intensity with the surrounding
 23 predominantly residential uses. And that concludes
 24 the staff presentation.
 25 MR. TATE: Thank you. At this time we'll move
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1 into public comment. For those members of the
 2 public who wish to speak on this matter, please note
 3 that the Planning Board bases its decisions on the
 4 criterion exceptions described in Section 2.08.2.D
 5 of the Escambia County Land Development Code.
 6 During its deliberations, the Planning Board will
 7 not consider general statements of support or
 8 opposition. Accordingly, please limit your
 9 testimony to the criterion exceptions described in
 09:37 10 Section 2.08.02.D.
 11 Please also note that only those individuals
 12 who are present and give testimony on the record at
 13 this hearing before the Planning Board will be
 14 allowed to speak at the subsequent hearing before
 15 the Board of County Commissioners.
 16 And just so you're aware, as you're speaking,
 17 the criteria will be up here. So if you would just
 18 identify the criteria that you most likely think
 19 fits what you're description is, that will help us
 09:07 20 as we take this into consideration.
 21 There are several people who signed up to speak
 22 on this matter. I'll call you up one at a time. If
 23 there's anybody else who wishes to speak who has not
 24 already done so, please fill out the pink form and
 25 turn it in.
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1 At this time I'm going to ask – is it Harold
 2 Pridgen?
 3 MS. DAVIS: He's on the next case.
 4 MR. PRIDGEN: I signed up on the wrong from.
 5 MR. TATE: It's the right form, wrong number.
 6 Is it Randy Payne or Pond.
 7 (Public Comment: Randy Pond.)
 8 MR. POND: Thank you. I wanted to speak
 9 briefly regarding – let me find my note here.
 09:09 10 MR. TATE: Could you please state your full
 11 name and address for the record and then be sworn
 12 in.
 13 MR. POND: Yes. My name is Randy Pond, 4180
 14 Rommitch Lane, Pensacola, Florida, 32504.
 15 (Whereupon, Mr. Pond was sworn.)
 16 MR. POND: Regarding Criterion F and
 17 development patterns. I just want to briefly
 18 mention that the main problem we've had – and I am
 19 Ms. Zubon's Realtor – we've had this property on
 09:09 20 the market for quite a while trying to initially
 21 appeal to a residential buyer. And with the
 22 development directly next door to this property
 23 being a commercial storage facility, we've had quite
 24 a bit of rejection because of that. And I just –
 25 that's been the main point that has been keeping
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1 from us finding a suitable buyer for this property.
 2 Our feeling is that if we can broaden the appeal of
 3 the property allowing for more of a commercial,
 4 mixed use type residential, maybe some type of a
 5 facility, a home or something along those lines, if
 6 we can receive favorable zoning in order to allow
 7 for some enhanced type of a residential situation
 8 there that we meet be able to better appeal to the
 9 buying public that's out there right now.
 09:10 10 I went up and down Detroit Street and took
 11 quite a few photographs of other commercial ventures
 12 that are going on there, and there is close
 13 proximity of commercial properties and industrial
 14 uses, as well. I realize that in the immediate area
 15 directly across the street there are some
 16 residential properties, but there are also quite a
 17 few commercial properties that are in close
 18 proximity to the subject, as well.
 19 And I guess that's all I have to say at this
 09:11 20 time. Thank you.
 21 MR. TATE: Okay. And Mr. Pittman, you did not
 22 want to speak; is that correct?
 23 MR. PITTMAN: I did want to speak. I wasn't
 24 sure.
 25 MR. TATE: Please come forward. Would you
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25

1 state your name and address for the record and be
 2 sworn in by the court reporter.
 3 (Public Comment by Oscar Pittman.)
 4 MR. PITTMAN: Oscar Pittman, 1015 Dunmire
 5 Street, Pensacola, Florida, 32504.
 6 (Whereupon, Mr. Pittman was sworn.)
 7 MR. PITTMAN: I think the Planning Board has
 8 done a good job and determined that it really didn't
 9 meet any of the criteria. And I just hate to see
 09:12 10 the people who live out there – I own property out
 11 there, but I don't live out there. But it does
 12 affect all the adjoining.
 13 I can understand their desire to sell. It's a
 14 hard time to sell anything, but I don't think we
 15 ought to deteriorate the people's property who are
 16 adjacent to it to do it. Thank you.
 17 MR. TATE: Thank you. Is there anyone else
 18 from the public who would like to speak on this
 19 matter? If not, I'll now close the public comment
 09:12 20 portion of this hearing.
 21 Board Members, do you have any questions for
 22 the applicant, staff or members of the public?
 23 MR. GOODLOE: Mr. Chairman, I have a question
 24 for the staff. In talking with the applicant, were
 25 there any other considerations on the zoning such as
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1 zoning the entire property as R-3?
 2 MR. JONES: Horace Jones, division manager. In
 3 speaking with Ms. Nicole, she was given the option,
 4 but because she wanted to – because of what I'm
 5 understanding, she stated that she wanted to get the
 6 highest and best use of the property for resale.
 7 So, therefore, she opted to chose the R-6 zoning
 8 category which would allow for a variety of uses.
 9 And at that particular time, we just don't focus on
 09:13 10 specific use. She said she just wanted to get the
 11 highest and best use. And she knew that Commercial
 12 was out of the question. So she said, well, let me
 13 go R-6. And if I can go R-6, I can get a variety of
 14 potential uses that could basically get the highest
 15 and best resale value for this property. Thank you.
 16 MR. TATE: I have a question for staff in
 17 regard to the findings on – actually, it's
 18 Criterion (1). The first portion of the paragraph
 19 indicates that the proposed use for the parcel
 09:14 20 listed within allowable ranges Future Land Use
 21 Category of Mixed Urban, the proposed amendment does
 22 promote the efficient use of the existing roads.
 23 However, it does not promote compatible infill since
 24 the property is not currently – is underutilized.
 25 The proposed use is incompatible with the
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1 residential nature of the surrounding property.
 2 When we're stating use at that point, I'm
 3 thinking how we're going to use the property. Would
 4 it be better to say that the proposed zoning is not
 5 compatible with the residential nature of the
 6 surrounding property? I want to make sure that's
 7 the intent of –
 8 MR. JONES: With the future land use category,
 9 this criteria is focusing primarily on the future
 09:14 10 land use category. But within the future land use
 11 category, it does give you a range of allowable uses
 12 that that particular future land use category would
 13 be applicable to. So, in this particular criterion,
 14 we – to state – in order to stay consistent with
 15 the allowable range of uses focusing primarily on
 16 the future land use category mixed –
 17 MR. TATE: So we can narrow it down to the word
 18 use –
 19 MR. JONES: It's the range of uses –
 09:15 20 MR. TATE: It's the range of uses that can be
 21 used in the future, not a specific. I wanted to
 22 make sure we weren't targeting a home of some sort.
 23 MR. JONES: Yes.
 24 MR. TATE: Okay. Thank you. Any other
 25 questions by members of the Board?
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1 MS. DAVIS: I have a question for the
 2 petitioner. Exactly where on the map are these
 3 containers that are next door to you? Are they on
 4 the right side?
 5 MS. ZUBON: Within, what, 50 feet of the house.
 6 Let me show you just on my map.
 7 MR. TATE: Is it the L portion?
 8 MS. ZUBON: The L portion. The little tiny
 9 thing towards Detroit.
 09:16 10 MS. ZUBON: The warehouses are right here.
 11 This is actually Eight and a Half Mile Creek. But
 12 the use of the property is the two and a half acres
 13 up here, but you have the warehouses right here.
 14 And they're, again, R-6 right here and ID-1 right
 15 here, which are all consistent with the future land
 16 use of what the State –
 17 MR. BARRY: Can we scroll back through the
 18 zoning maps real quick.
 19 MR. TATE: I struggle a little bit with the
 09:17 20 issue of spot zoning in this case.
 21 MS. DAVIS: I do, too.
 22 MR. TATE: We have consistent zoning –
 23 MR. GOODLOE: Can the staff put that photo they
 24 have of the warehouses.
 25 MS. ZUBON: My house begins just on the – and
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1 you see where the tree is, that's the driveway. So
 2 that's how close they are to the residential home.
 3 So that was my question on spot zoning, I didn't
 4 understand that. I don't do this for – to learn
 5 the jargon and the law. How I interpret the law and
 6 the future land use, I – to me it was logical. The
 7 spot zoning was – I don't know. I didn't want make
 8 sense to me.

9 MS. SINDEL: Are those warehouses vacant?

09:18 10 MS. ZUBON: Oh, no.

11 MS. SINDEL: They're being used.

12 MS. ZUBON: Yes.

13 MS. SINDEL: So it's an active business?

14 MS. ZUBON: Yes. Quite a bit.

15 MR. TATE: You mentioned it had been sold?

16 MS. ZUBON: I actually purchased the property
 17 four and a half years ago.

18 MR. TATE: The warehouses, themselves?

09:18 19 MS. ZUBON: Yes. And what I did at that time
 20 was subdivided them. I called Planning and Zoning.
 21 And I sold it to a gentleman. And he said he wanted
 22 to – it was grandfathered in, and that's how it was
 23 left.

24 MR. KERR: Mr. Chairman, if I may.

25 MR. TATE: Please.

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1 MR. KERR: You mention the issue of spot
 2 zoning. If you will recall, several months ago we
 3 amended our definition of spot zoning to include
 4 uses and not just specifically the zoning.

5 MR. TATE: Correct.

09:19 6 MR. KERR: And if you'll bring up the existing
 7 land use map. The existing uses there, as you'll
 8 see, are all primarily residential. You have one
 9 property there, and it happens to be adjacent to
 10 this property. However, all of the other properties
 11 within the impacted area are residential, single
 12 family residential. So that goes to the point of
 13 use.

14 MR. TATE: Understood. Any other members of
 15 the Board have any questions, comments for the
 16 applicant or the staff?

17 MR. BARRY: Can you fast forward to the future
 18 land use map real quick? Are we ready to vote? Any
 19 final discussion?

09:19 20 MR. TATE: In just a moment. Is there anything
 21 further from the staff?

22 MR. LEMOS: No, sir.

23 MR. TATE: Anything further from the applicant?

24 MS. ZUBON: Yes, sir. Not to rebuttal what he
 25 was saying, but the R-3, the R-5 and R-6 – I don't

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1 know. If we could put that map up. I don't find
 2 that spot zoning even by his definition. That's all
 3 I want to say. Thank you for your time.

4 MR. TATE: Thank you. Members of the Board,
 5 would you like to discuss this?

6 MS. McPHEE: Could I say one other thing?

7 MR. TATE: Please come to the microphone.

8 MS. SINDEL: We just want to remind everyone,
 9 first of all, we actually have – what you're seeing
 09:20 10 up there, we do have in front of us so that you know
 11 that. But we are going to reiterate, we need you at
 12 the microphone when you speak because this is being
 13 recorded.

14 MS. McPHEE: All right. Notice that the purple
 15 is even industrial, just real close. So mixed use
 16 is very good for the future, but that doesn't help
 17 the present buyer who is trying to sell the
 18 property. We need your help. Thank you.

19 MR. TATE: Members of the Board.

09:21 20 MR. BARRY: We're discussing amongst ourselves?

21 MR. TATE: That's correct.

22 MR. BARRY: I don't have a problem with the
 23 more intense use. If you're familiar with the area,
 24 it's certainly going that way, especially something
 25 that fronts on to Detroit Boulevard. And I

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1 certainly would be comfortable at R-5, for my
 2 opinion.

3 MR. TATE: Could you pull up the uses, what R-5
 4 is? Any other members of the Board have any further
 5 questions or comments as we consider this?

09:22 6 MR. JONES: The R-5 use is basically a
 7 professional type of offices, retail. Professional
 8 offices, doctors offices, insurance offices. It
 9 does allow for adult congregate living facilities.
 10 It does allow for apartments. It does allow for
 11 boarding houses. But the only type of commercial
 12 uses that are there would be professional type
 13 offices, real estate agencies, doctors offices,
 14 dental offices, but it does allow for a variety of
 15 high end multifamily type uses.

16 MS. SINDEL: But R-6 is being requested,
 17 correct?

18 MR. TATE: That is correct, R-6 is the request.

09:22 19 MS. SINDEL: So whether we're okay with R-5 or
 20 not, it's R-6 that's being requested.

21 MR. TATE: R-6 is the request.

22 MS. SINDEL: Let me put it to you this way, on
 23 the little piece of paper in front of me right now
 24 it says R-6.

25 MR. TATE: That's what I just – yes, R-6 is

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1 the request, yes. R-5 is just being thrown out
2 there. If you'll look in front of you you'll have
3 the permitted uses. Members of the Board, please
4 remember that if you do offer a counter of R-5 that
5 you need to support it through the criteria, as
6 well.

7 MR. BARRY: What I would – if nobody has
8 anymore discussion, what I would be offering is a
9 support and passing of the recommendation to deny
10 the rezoning to R-6, with a supplanting and
11 recommending approval for R-5 for the subject parcel
12 to the BCC. And the Findings-of-Fact weren't
13 related to R-5, they were related to R-6. And I
14 certainly think it does meet the criteria for R-5.

15 MS. SINDEL: I would support that.

16 MR. TATE: We would just need to make sure that
17 we can support the criterion with R-5, that it is
18 consistent.

19 MS. SINDEL: Let's ask staff to come up and
20 tell us whether or not that we can make that motion
21 and explain to us, based on the criterion, how we'll
22 support our finding.

23 MR. TATE: Staff, are you able to do that at
24 this time?

25 MR. KERR: In general, yes, I think we could

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1 put words in your mouth or anything. That would
2 change that finding.
3 (Motion and Vote by the Board.)
4 MR. BARRY: Then Mr. Chairman, what I'm saying
5 is that for the Criterion (1) is it consistent with
6 the comp plan. For the Criterion (2) is consistent
7 with the LDC. Criterion (3), is compatible with the
8 surrounding uses. Criterion (4), it is not – the
9 change is not applicable. Criterion (5), the change
10 is not applicable. And Criterion (6), that R-5
11 would result in orderly and logical development
12 pattern.

13 MS. SINDEL: Is that your motion?

14 MR. BARRY: With the beginning of it that I
15 removed, then I move to recommend denial of R-6 and
16 approval of R-5 for the rezoning application.

17 MS. SINDEL: I would second it.

18 MR. TATE: We have a motion and we have a
19 second on the table. Any other further discussion?
20 You were concerned about two pieces of property. I
21 think we're okay. Any other questions or comments?

22 MS. DAVIS: My only comment is that we have
23 done this before. We've actually downgraded before.

24 MR. TATE: Yes.

25 MS. DAVIS: So it is doable.

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09:26

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1 tell you how to do that. I think you just have to
2 start with the first criteria. Let me bring this up
3 on mine.

4 MR. TATE: Just so the public knows, in the
5 past, the rezonings were heard by a rezoning
6 commissioner who listened to everybody and then had
7 the ability to go back in private and sit down and
8 establish his position on the rezoning, whether or
9 not – or if he offered an alternate rezoning. This
10 board has to do this here in this public case, so
11 you just have to give us a couple of minutes as we
12 work our way through this.

13 MR. KERR: I think what you do, if the intent
14 is to find that it is compatible then I think you
15 would simply remove the language that says – I
16 think you would end it by saying that the proposed
17 – the second sentence, the proposed amendment does
18 promote the efficient use of existing public roads,
19 utilities and service infrastructure, and if you
20 wanted to strike the remainder of that and change
21 the finding that it is consistent with the intent
22 and purpose as stated in CPP Future Land Use 1.3.1
23 and Future Land Use 1.5.3, that would – I'm
24 assuming that would be how you would want to draft
25 that. However, I'm not – again, I'm not trying to

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09:25

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1 MR. TATE: Okay. Thank you. All those in
2 favor raise your right hand.

3 (Board members vote.)

4 MR. TATE: Opposed?

5 (None.)

6 MR. TATE: Motion passes. Thank you for your
7 time.

8 And let's go ahead and take a four minute
9 breather as we get ready for the second case.

10 (Break.)

11 (Transcript continues on Page 37.)

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2 CASE NO: Z-2011-15

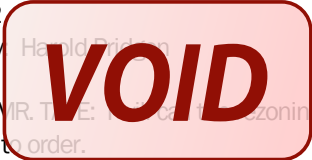
Location: 2240 West Detroit Boulevard

3 Parcel: N/A

From: C-1

4 To: C-2

Requested by: Harold Pridgen



5 MR. TATE: Thank you for the rezoning meeting

6 back to order.

7 The second rezoning case under consideration

8 today is Case Number Z-2011-15, which requests the

9 rezoning of 2240 West Detroit Boulevard from C-1

10 Retail Commercial to C-2 General Commercial and

11 Light Manufacturing, as requested by the owner, Mr.

12 – is it Mr. Pridgen? Did I say that properly?

13 MR. PRIDGEN: Yes, you did.

14 MR. TATE: Thank you. Members of the Board,

15 has there been any ex parte communication between

16 you, the applicant, the applicant's attorneys,

17 agents, witnesses or with fellow Planning Board

18 members or anyone from the general public prior to

19 this hearing? Have you seen the subject property?

20 And please also disclose if you are a relative or a

21 business associate of the applicant or the

22 applicant's agent.

23 We'll, again, begin with Ms. Sindel.

24 MS. SINDEL: None to the above.

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09:39

09:37

08:50

1 MR. WINGATE: No communication. I did go by

2 the site.

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

4 MR. TATE: The same with me, but I am familiar

5 with the location.

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

7 with the site.

8 MR. GOODLOE: No communication and I have

9 visited the site.

10 MS. HIGHTOWER: None to all of the above.

11 MS. ORAM: And none to all of the above.

12 MR. TATE: Thank you. Staff, was notice of the

13 hearing sent to all interested parties?

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

15 MR. TATE: Was notice of the hearing posted on

16 the subject property?

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

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

19 photographs for Case Z-2011-15.

20 (Presentation of Maps and Photographs.)

21 MR. FISHER: John Fisher, urban planner.

22 Z-2011-15. From C-1, Retail Commercial District, to

23 C-2, General Commercial and Light and Manufacturing

24 District.

25 This is the locational wetland map. This is an

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09:40

09:38

09:38

09:41

1 aerial map. This is the future land use. This is

2 the subject property future land use. This is the

3 existing land use. This is the 500 foot radius

4 zoning of C-1. This is looking west along Detroit

5 Boulevard. This is looking on to the subject

6 parcel. Looking west along the subject parcel.

7 Looking east along Detroit Boulevard. Looking

8 northwest at the parcel. Looking northeast at the

9 subject parcel. Looking south across Detroit

10 Boulevard from the subject parcel. Looking east

11 into the subject parcel. And this is the 500 foot

12 radius map, and the mailing list right there of the

13 500 foot radius.

14 MR. TATE: Thank you. Would the applicant or

15 their representative please come forward. Would you

16 please state your full name and address for the

17 record and be sworn in.

18 (Presentation by Harold Pridgen.)

19 MR. PRIDGEN: Harold Pridgen. 25 East Nine

20 Mile Road, Pensacola.

21 (Whereupon, Mr. Pridgen was sworn.)

22 MR. TATE: Have you received a copy of the

23 rezoning hearing package with staff's

24 Findings-of-Fact?

25 MR. PRIDGEN: I did.

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1 property, obviously, would require buffering.
 2 And if you look at the map of it, there's an
 3 existing treeline around the entire property
 4 screening this property from the residential views.
 5 So I differ with staff that this would be consistent
 6 rather than their finding it not being consistent.
 7 They also find that under – it is consistent
 8 with FLU 1.5.3. So their findings with two out of
 9 the three criteria being consistent.
 09:43 10 Under Criterion (2), this – their findings
 11 that it is not consistent but the property qualifies
 12 for an infill development and, therefore, the Board
 13 can exempt this requirement since it does qualify
 14 for infill development.
 15 Under Criterion (3), they say it's not
 16 compatible. We have – if you'll look at the zoning
 17 map on that thing, the only residential is around
 18 this property, itself. Everything else is either
 19 zoned C-1 or C-2 or industrial. This is directly
 09:44 20 across the street from property that is presently
 21 zoned industrial. So I tend to differ with their
 22 findings on that. There's only six residential lots
 23 that actually abuts this property. Again,
 24 everything else is zoned commercial or industrial.
 25 Under Criterion (4), they find that there's
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1 been some zoning changes, and that these changes
 2 should not negatively impact the amendment of the
 3 property.
 4 Criterion (5), there's no natural environmental
 5 problems.
 6 Criterion (6), is development patterns. And,
 7 again, the surrounding property is either C-1, C-2
 8 and industrial. The other residential is
 9 surrounding my piece there. When I developed that
 09:45 10 property, I just reserved this area for commercial
 11 use, not realizing that R-2 might be a detriment for
 12 me down the road. But, again, there's only six lots
 13 abutting this property. And they can't be seen from
 14 the property with the natural tree growth that's
 15 there now. I fail to see how that can be a
 16 detriment.
 17 Any questions you may have.
 18 MR. TATE: We'll answer questions or ask
 19 questions at a later point. Is that all you have as
 09:45 20 far as presentation?
 21 MR. PRIDGEN: Yes.
 22 MR. TATE: Okay. Staff, do you have any
 23 cross-examination? At that point we'll move to the
 24 staff's presentation.
 25 MR. FISHER: We would also like to make a
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1 correction on the cover page of the staff's findings
 2 under the Future Land Uses as NUU. That should be
 3 commercial, C, commercial.
 4 Staff's findings. From C-1, Retail Commercial
 5 District, to C-2, General Commercial and Light
 6 Manufacturing District. Under Criterion (1),
 7 consistent with the Comprehensive Plan.
 8 Staff finds the proposed amendment to C-2 is
 9 consistent with the intent and purpose of the Future
 10 Land Use category Mixed-Use Urban as stated in CPP
 11 Future Land Use 1.1.1 because the proposed use of
 12 the property is one permitted under Mixed-Use Urban
 13 FLU.
 14 The proposed amendment is not consistent with
 15 the intent and purpose of the Future Land Use
 16 category Mixed-Use Urban as stated in CPP Future
 17 Land Use 1.3.1. The abutting existing land uses are
 18 single family residential in an R-2 zoning, a major
 19 less intensity zoning, therefore, not providing good
 20 separation between the existing zonings. The
 21 proposed amendment is consistent with the intent of
 22 CPP Future Land Use 1.5.3 that promotes for the
 23 efficient use of existing public roads, utilities
 24 and service infrastructure; the proposed amendment
 25 also encourages redevelopment of an underutilized
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1 property.
 2 Criterion (2), consistent with the Land
 3 Development Code. Findings: The proposed amendment
 4 is not consistent with the general commercial and
 5 light manufacturing uses locational criteria
 6 requirements. The parcel is not located at or
 7 in proximity to intersections of arterial/arterial
 8 roadways or along an arterial roadway
 9 within one quarter of a mile of the intersection, as
 10 stated in the Escambia County Land Development Code
 11 (LDC 7.20.06.), also, per LDC 7.20.06.B.1, it does
 12 not meet the criteria. The subject parcel abuts six
 13 R-2 zoned single family residents. The applicant
 14 submitted a compatibility analysis with the
 15 application to request an exemption to the roadway
 16 requirements based on infill development (LDC
 17 7.20.03.B). The article defines infill development
 18 as an area where over 50 percent of a block is
 19 either zoned or used for commercial development.
 20 This article also defines a block as the road
 21 frontage on one side of a street between two public
 22 rights-of-way. There are three properties in the
 23 block currently zoned as follows: Two are zoned R-2
 24 and one is zoned C-1. The existing commercial zone
 25 property C1 represents 63 percent of the overall
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1 zoning of the identified block, which does meet the
 2 infill development requirements as stated in LDC
 3 7.20.03.B., therefore the Planning Board may
 4 consider a waiver to the roadway requirements as
 5 specified in LDC 7.20.02.B.
 6 When applicable, further review from the
 7 Development Review Committee (DRC) will be needed to
 8 ensure the buffering requirements and other
 9 performance standards have been met, should this
 10 amendment be granted.
 11 Criterion (3).
 12 MR. KERR: Excuse me, John. Mr. Chairman, if
 13 we may. In light of the fact that we need to amend
 14 the Criterion Number 1 because of a mistake in the
 15 Future Land Use, I would like to ask that you give
 16 us about five minutes in order to make that
 17 correction. It was noted that the verbiage that was
 18 – the explanation was still tied to mixed use, to
 19 mixed use urban, and I think we just need to clarify
 09:50 20 that the criteria – or rather the staff analysis
 21 would be the same for commercial or for – as well
 22 as it was for mixed use. So if I could ask for five
 23 minutes.
 24 MR. TATE: Understood. Mr. Pridgen, no problem
 25 if we make that amendment?
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1 MR. PRIDGEN: No.
 2 MR. TATE: Thank you. We'll go ahead and
 3 recess for a few minutes.
 4 (Break.)
 5 MR. TATE: All right. I believe we're ready to
 6 call the meeting back to order. Just give everybody
 7 a moment to find their seats.
 8 Thank you for your patience this morning as we
 9 make this amendment to the package. I would like to
 10:00 10 ask staff to read the change, and then once this
 11 change has been read, I would like to ask the Board
 12 for a motion to accept this change into the package,
 13 with concurrence, as well, with the applicant.
 14 MR. KERR: Thank you, Mr. Chairman. John, if
 15 you will read it.
 16 (Presentation by John Fisher.)
 17 MR. FISHER: Z-2011-15. Criterion (1),
 18 consistent with the Comprehensive Plan. The
 19 findings and the change. The proposed amendment to
 20 C-2 is consistent with the intent and purpose of the
 21 Future Land Use Commercial as stated in CPP Future
 22 Land Use 1.1.1 because the proposed use of the
 23 property is one permitted under Commercial Future
 24 Land Use.
 25 The proposed amendment is not consistent with
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1 the intent and purpose of CPP Future Land Use 1.3.1,
 2 the abutting existing land uses are single family
 3 residential in an R-2 zoning, a major less intensity
 4 zoning, therefore, not providing good separation
 5 between the existing zonings. The proposed
 6 amendment is consistent with the intent of CPP
 7 Future Land Use 1.5.3 promoting the efficient use of
 8 existing public roads, utilities and service
 9 infrastructure; the proposed amendment also
 10 encourages redevelopment of an underutilized
 11 property.
 12 MR. BARRY: Mr. Chairman, I have a quick
 13 question. Was the deleted reference to the Future
 14 Land Use category commercial as stated in CPP FLU
 15 1.3.1, was that intentional or was that misread?
 16 MR. KERR: No, that was intentional. CPP 1.3.1
 17 covers all of the future land uses and the
 18 commercial future land use. This is a little
 19 difficult question, but the commercial future land
 10:02 20 use does not specifically address – it does allow
 21 for residential but does not specifically address
 22 separation. However, there's a general statement in
 23 there that does, and also with mixed use urban,
 24 there are also considerations for separation.
 25 MR. BARRY: So the view is that it's not
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1 consistent even though it's not referenced? Even
 2 though there's a reference –
 3 MR. KERR: I would say it's not consistent with
 4 the total policy because all of that policy includes
 5 all of those issues or all of the land uses and it
 6 does about the frontage.
 7 MR. BARRY: I'll make the motion to adopt the
 8 changes as they're submitted as the County's
 9 package.
 10:03 10 MS. DAVIS: I second it.
 11 MR. TATE: Before we take a vote on that, I
 12 want to make sure the applicant understands the
 13 changes that we made and whether or not you have any
 14 questions on those before we take a vote.
 15 MR. PRIDGEN: Are you stating that –
 16 MR. TATE: Would you come to the microphone.
 17 MR. PRIDGEN: Am I to understand that your
 18 findings on it is consistent for 1.1.1?
 19 MR. KERR: That's correct.
 10:04 20 MR. PRIDGEN: And then it's still not
 21 consistent for 1.3.1?
 22 MR. KERR: That's correct.
 23 MR. PRIDGEN: But is it for 1.5.3?
 24 MR. KERR: Yes.
 25 MR. TATE: It was the wording around that that
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1 was changed by the findings and steps.
 2 MR. PRIDGEN: Okay. I have no problem with
 3 that.
 4 MR. TATE: Thank you. We have a motion. Do we
 5 have a second?
 6 MS. DAVIS: I second.
 7 MR. TATE: We had a second already. All those
 8 in favor please raise your right hand.
 9 (Board members vote.)
 08:35 10 MR. TATE: The motion passes.
 11 MR. KERR: Thank you for your patience.
 12 MR. TATE: All right. Staff are you ready?
 13 MR. FISHER: I'll continue on back to Criterion
 14 (3), compatible with surrounding uses.
 15 Findings: The proposed amendment is not
 16 compatible with surrounding existing uses in the
 17 area. Within the 500 foot radius impact area, staff
 18 observed three zoning districts, C-1, R-2 and ID-1.
 19 There is one commercial property zoned C-1 that is
 20 single family and three vacant ID-1 properties. The
 21 majority of the surrounding uses within the 500 foot
 22 area are of a residential nature. There are 60
 23 single family residences in the following
 24 subdivisions: Pine Springs Estates (Unit 1), Plat
 25 Book 9, Page 95, Pine Springs Estates (Unit 20) Plat
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1 Book 10, Page 63, and Phoenix Trail, Plat Book 12,
 2 Page 86., therefore, the proposed amendment is not
 3 compatible with the surrounding existing residential
 4 uses in the area.
 5 Criterion (4), changed conditions.
 6 Findings: Staff found within the 500 foot
 7 impact area there was rezoning case Z-2007-45 on
 8 2480 Interstate Circle. The request to rezone from
 9 R-3 to C-2 was approved on October 2nd, 2008. This
 10:05 10 change should not negatively impact the amendment or
 11 properties.
 12 Criterion (5), effect on natural environment.
 13 Findings: According to the National Wetland
 14 Inventory, wetlands and hydric soils were not
 15 indicated on the subject property. When applicable,
 16 further review during the Development Review
 17 Committee (DRC) process will be necessary to
 18 determine if there would be any significant adverse
 19 impact on the natural environment.
 10:06 20 Criterion (6), development patterns.
 21 The proposed amendment would not result in a
 22 logical and orderly development pattern. The
 23 property is located along a collector road in a
 24 predominately zoned R-2 residential area. The
 25 permitted uses of the C-2 zoning districts are not
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1 of a comparable intensity of the surrounding uses
 2 and the property does not meet locational criteria
 3 for commercial development.
 4 And that concludes staff's finding.
 5 MR. TATE: Thank you. At this time we'll open
 6 this to public comment. For those members of the
 7 public who wish to speak on this matter, please note
 8 that the Planning Board bases its decisions on the
 9 criterion exceptions described in Section 2.08.2.D
 09:37 10 of the Escambia County Land Development Code.
 11 During its deliberations, the Planning Board will
 12 not consider general statements of support or
 13 opposition. Accordingly, please limit your
 14 testimony to the criterion exceptions described in
 15 Section 2.08.02.D.
 16 Please also note that only those individuals
 17 who are present and give testimony on the record at
 18 this hearing before the Planning Board will be
 19 allowed to speak at subsequent hearings before the
 09:06 20 Board of County Commissioners.
 21 I do have a list of those who have signed up.
 22 Some of you have not indicated whether or not you
 23 want to speak, so I'll call your name and you may
 24 come forward to the microphone, if you would like
 25 to. If not, just notify by waving your hand at me.
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1 Liza Kiesling.
 2 (Public Comment by Liza Kiesling.)
 3 MS. KIESLING: Yes. My husband and I are both
 4 signed to speak.
 5 MR. TATE: And Jim Kiesling?
 6 MS. KIESLING: Yes, sir.
 7 MR. TATE: Would y'all like to speak?
 8 MR. KIESLING: Yes.
 9 MR. TATE: Please come to the microphone.
 10:08 10 State your name and address for the record and be
 11 sworn in.
 12 MS. KIESLING: My name is Liza Kiesling. My
 13 address is 2211 Kingfisher Court, Pensacola,
 14 Florida. And I wanted to speak on the record today.
 15 (Whereupon, Liza Kiesling was sworn.)
 16 MS. KIESLING: I wanted to speak on the record
 17 today so it would be – I would be able to speak in
 18 the next meeting should I desire to. And my husband
 19 is primarily going to speak today. And I'll let him
 10:08 20 go ahead.
 21 MR. TATE: Please state your name.
 22 (Public Comment by James A. Kiesling.)
 23 MR. KIESLING: James A. Kiesling. 2211
 24 Kingfisher Court.
 25 (Whereupon, Mr. James Kiesling was sworn.)
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1 MR. KIESLING: Okay. Now, dealing with the
2 criteria, the Comprehensive Plan. I don't how far
3 back the staff goes, but this land used to be R-2.
4 Then Mr. Pridgen tried to change it to C-2.

5 This is the second time I've been before this
6 board. And the reason why is because at that time
7 – I realize he can't talk about what he's going to
8 do in the future, but his plan in the past was to
9 build a light manufacturing cement factory back
10 there. And our whole neighborhood stood up and
11 said, this is crazy because we're right next to that
12 manufacturing location. So we had to fight against
13 this before and now we're here again.

14 So what I'm asking is is that the Comprehensive
15 Plan goes back to – back to 1980 or even back to
16 the seventies when he originally put together that
17 land. And you're going to find out that there's a
18 progression of going from R-2 to C-1 and now C-2.
19 So if you're just comparing C-1 to C-2, that's not a
20 full picture. You need to look at the full picture
21 of everything going on.

22 Now, consistent with the surrounding use,
23 Number C. If you can bring up the pictures, the
24 satellite photos. Okay. One more back. Stop right
25 there. And my house, looking from the right, it's

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1 one, two, three – it's the one with the pool in the
2 backyard. The next one over, right there. Now, I
3 can sit in my backyard and look at this full piece
4 of land.

5 The other thing about it is, go back to the
6 pictures that were taken of the land, you know –
7 keep on going. There you go. Now, you look at
8 this. This looks like this big open space, this big
9 open area that making a manufacturing place would be
10 wonderful.

11 Hit on a couple more pictures. See how much
12 space that is. You're in a big open area. You're
13 away from everything. Keep on going. This is all
14 misleading. If you ever go to that area you'll find
15 out that this particular – go back to the map,
16 please. There you go. All right. As you can see,
17 this is a cornerstone of the neighborhood. When
18 you're going on Detroit Boulevard, either you drive
19 to Kingfisher Way or (inaudible) and this is the
20 corner place.

21 And while we're on this map, he mentioned that
22 there are only six homes that are adjacent to that.
23 But, you know, he's just counting along his property
24 line. That whole neighborhood is adjacent to it.
25 The whole neighbor participates in that area.

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1 If you go to Pine Springs Estates, it's a very
2 close community. It's a wonderful community. It's
3 very safe. You go in one direction and out the
4 other. It's all single family homes. A lot of
5 young families are there. A lot of children are
6 there. And as you can see in this map, it's very
7 consistent with a very high density of R-2 homes.

8 Now, go back to the map again. And so he
9 mentioned about this buffering area. Well, yes,
10 there's some trees between my lot and his lot, but
11 they were all filtered out by Ivan. And they're all
12 knocked down real low. So the idea of this large
13 massive plant growth between these – and, again,
14 your pictures, your photographs are misleading. If
15 you go there you'll see that – or stand in my
16 backyard, you can see that this whole area is open.

17 And before he decided to clean the whole area
18 up – he cleaned it up after Ivan, but he had all
19 sorts of hard equipment, tractor trailers, he had
20 dump trucks. He had broken-down heavy equipment.
21 It was just an eyesore. Thank God, he's cleaned it
22 up.

23 But the point is, he's got this constant plan
24 going on. He wants to build a manufacturing zone in
25 a neighborhood. That's what we're talking about,
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1 the criteria of light manufacturing.

2 Now, I mentioned that the Pine Springs Estates
3 is a very safe and quiet community. And once you
4 put a manufacturing zone in the backyard of this
5 community, you've got all the noise. In the past he
6 was talking about doing a cement factory. But
7 what's behind this – if you drive down Blue Jay,
8 you will find a number of homes that Mr. Pridgen has
9 made out of a prefab concrete wall. And what he
10 does is he takes Styrofoam and he pours it into a
11 form and he makes a large cement wall, which is and
12 excellent idea. I'm sure he's made some wonderful
13 homes. And I'm all for that. It's a very good idea
14 to manufacture homes, but not in my backyard. Take
15 this out to the far woods somewhere that nobody will
16 be affected when you bring in dump trucks and you
17 pour out cement and the dust and the dirt and all
18 that other stuff that comes in. It's going to go
19 right in my swimming pool, right in my back yard.

20 Now, that's what was decided in the past. That
21 was what his plan was in the past. I do not – I
22 cannot speak to what he's doing in the future
23 because I don't know that nor can you vote on that.
24 But the point is, we're talking about light
25 manufacturing. And whatever the criteria of light
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1 manufacturing is, it's not conducive towards a
 2 neighborhood single home families.
 3 Now, also what this would do is reduce our
 4 property values. Now, again, if I'm trying to sell
 5 my home, people have either one way to get in on way
 6 side of the property, or another way on the other
 7 side of the property. The whole property value of
 8 that whole neighborhood would go down because all of
 9 a sudden we're down now to a manufacturing zone.

10:14 10 That's what people see when they drive into our
 11 subdivision, if this is what it's going to be.

12 Okay. Now, environmental. I'm sorry that the
 13 Board did not find this, but there's a pond right
 14 there. Right there there's a pond. Now, the pond
 15 was put in by Escambia County. And that's basically
 16 a drainage area so that if the neighborhood floods
 17 the water will go down the creek and into the pond.
 18 I'm actually a partial owner of that creek because
 19 the way my property was purchased.

10:15 20 But children go into that pond and they catch
 21 crawdads, they catch minnows. Children play in the
 22 neighborhood. So what's happening now is you're
 23 talking about making a light manufacturing area next
 24 to a pond that - I'm not saying it's going to
 25 happen, but potentially it could be polluted. There

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1 could be dangerous materials that creep into that
 2 pond which endangers children and young families.

3 And the other thing about it is the fact that
 4 there's many children in that whole subdivision -
 5 and children are children, they're going to explore,
 6 they're going to go places they're not supposed to.
 7 Even though Mr. Pridgen might put up a big wall
 8 fence, children can get into those areas and some
 9 children could get hurt because of the zoning of
 10 that particular area.

10:15 11 I'm not against him doing light manufacturing.
 12 He can do it anywhere else he wants, but please not
 13 in my backyard.

14 So there's a large environmental - you need to
 15 look into the environmental impact. Even though
 16 it's not been zoned as a wetland, there a pond right
 17 there. And people drive off Detroit Boulevard and
 18 they throw their fishing rods in there and they
 19 catch fish in that pond. So we want that pond not
 20 to be polluted.

10:16 21 Now, the overall developing pattern. Again,
 22 it's all about perspective. My perspective is I'm a
 23 homeowner. I have lived in this house since 1984.
 24 I bought it in December of 1984. We will soon have
 25 it paid off in 2012. We've been there for over 15,

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1 16 years. We're probably going to retire there. We
 2 see families come in and out. It's a wonderful
 3 place for young military families to buy a home and
 4 to enjoy - it's not a high rent district, but it's
 5 - but the point is, is that our perspective is a
 6 community. And Mr. Pridgen's perspective, he looks
 7 at it as a manufacturing point of view, or a
 8 construction point of view, because he owns the
 9 property and he wants to do something with it.

10:17 10 If you look back at Mr. Pridgen's original plan
 11 for Pine Springs Estates, if you go back in time to
 12 the records where he originally proposed to build
 13 that subdivision, this land was supposed to be a
 14 common area for the neighborhood. It was supposed
 15 to be a place where you could maybe have a pool or
 16 maybe have a meeting zone. Maybe like Milestone
 17 where they have essential areas and things like
 18 that. That's what was part of his original plan.
 19 But over time he's gone from R-2 to C-1 now to C-2.

10:17 20 Now, the fact is - we have been there, again,
 21 since 1984. And we will be there - any time this
 22 comes up we will fight this every time. Because we
 23 plan to live there until, you know, until we sell it
 24 after we retire.

25 The point is, this constantly comes up before
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1 the Board. If you'll look in your records you'll
 2 find Mr. Pridgen tries to change this zone every so
 3 many years, and he does that because he's expecting
 4 homeowners to move out. And no one has the past
 5 history.

6 And so as you can imagine - can you go back to
 7 the criteria again. Okay. So I'm against the
 8 development patterns. The patterns are not
 9 necessarily - they're not taking into effect the
 10 neighborhood and all of the houses that are back
 11 there. And the streets, there are only two streets
 12 that are adjacent to this property.

10:18 13 The effects on natural environment. There's
 14 pools, there are streams and there's areas that
 15 children can play.

16 Changing condition. Look back in the past
 17 where he's changed it from an R-2 to a C-1, to now a
 18 C-2. He's asking for a C-2.

10:19 19 Compatible with the surrounding use. Yes,
 20 there are some industrial areas across the street,
 21 but we're not talking about across the street. We
 22 are talking about right next door to a subdivision.
 23 My backyard, I can touch his land from my backyard.

24 Consistent with the Land Development Code.
 25 That's up to you. And then consistent with
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1 Comprehensive Plan. Please go back to the seventies
 2 and see what he's done over all these years. This
 3 is his land, his property. He's developed the
 4 subdivision and now he's changing it on us. He
 5 created this wonderful subdivision. People have
 6 bought into it. We've got all these homes back
 7 there. And now he wants to build a light
 8 manufacturing plant because it's to his benefit and
 9 not to ours.
 10:19 10 So please go back and look at your records and
 11 find out all the times he's tried to change this
 12 land over time. Thank you.
 13 MR. TATE: Thank you.
 14 MR. KIESLING: Thank you.
 15 MR. TATE: Elizabeth Johnson.
 16 (Public Comment by Elizabeth Johnson.)
 17 MS. JOHNSON: Hi. I'm Elizabeth Johnson. I'm
 18 at 8506 Kingfisher Way, Pensacola.
 19 (Whereupon, Ms. Elizabeth Johnson was sworn.)
 10:20 20 MS. JOHNSON: When you were showing the
 21 property that's surrounding – the aerial view. My
 22 house is actual the very first house on the left
 23 side. I'm on the corner of Kingfisher Way and
 24 Detroit. And as far as the buffering around, I see
 25 the property perfectly. It is a dump. And I see
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1 people dumping in it. And I have reported that
 2 several times, about the fact that, you know, people
 3 seem to think it's a dump because it looks that way.
 4 It's not mowed. It's not kept up.
 5 We tend to have, apparently, a lot of wildlife
 6 coming from there because we've had some snakes and
 7 stuff.
 8 I agree with the previous person that was
 9 talking. If there is any type of industrial, like
 10:21 10 cement or anything there, I will have to move – and
 11 I probably will lose a lot money because my house
 12 won't be worth anything – because I have breathing
 13 problems. And if they have dust and everything
 14 floating up have from there, I can't live there.
 15 I don't know what else to say. But it is
 16 misleading, the pictures that you see, because more
 17 than half of the year the property is very visible.
 18 Because, I mean, we don't have leaves in our trees
 19 all the time. I mean, during the springtime when
 10:21 20 the leaves and everything is blooming you can't see
 21 as much, but you can still see it.
 22 We have had problems with transients. There's
 23 a trailer that's on the lot. For a while there it
 24 had doors on it. We had problems with transients
 25 being in there. People will actually pull in there
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1 park and sleep over night there.
 2 So, I mean, it doesn't need to be commercial
 3 because that will just invite more of it in, because
 4 I know that's what a lot of people tend to do. I'm
 5 against it completely changing. I would prefer it
 6 to go to a residential status so that we could build
 7 houses there, somebody could build a house there.
 8 Because it is a nice neighborhood to live in. But
 9 if you put something in there, and that's what
 10:22 10 people see when they come in, they're not going to
 11 buy our houses. The property value is already low
 12 right now due to the economy, but it will go even
 13 lower with what goes in there if it's not pleasing
 14 to the eye, basically.
 15 MR. TATE: Okay. Thank you for your time.
 16 Elaine Chilson. Please state your name and
 17 address for the record and be sworn in.
 18 (Public Comment by Elaine Chilson.)
 19 MS. CHILSON: My name is Elaine Chilson, 8557
 10:23 20 Blue Jay Way.
 21 (Whereupon, Ms. Elaine Chilson was sworn.)
 22 MS. CHILSON: My questions are about property
 23 values. That's going to take our property values
 24 downward. And it might even go so far as to raise
 25 property taxes. That is something that we don't
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1 need. The gentleman who spoke for me covered a wide
 2 area of what we're up against out there. And I
 3 appreciate his talk very much. It was good, I
 4 thought. But I don't want this. Mr. Pridgen should
 5 if – he should go ahead with his residential area.
 6 Sell it and make homes there. That's what I think
 7 should happen. And I'm hoping that that's what will
 8 happen.
 9 MR. TATE: Okay. Thank you. Is there anybody
 10:24 10 else from the general public who wishes to speak on
 11 this matter?
 12 At this time we'll close the presentation to
 13 public input. Board Members, do you have any
 14 questions for the applicant, staff or members of the
 15 public?
 16 MS. DAVIS: I have a question for the staff.
 17 About how many acres are we talking about here? Did
 18 y'all say 3.8 or something like that?
 19 MR. FISHER: That's correct, 3.8.
 10:25 20 MR. TATE: Any other questions?
 21 MR. BARRY: Can you scroll to the existing use
 22 map. Thank you.
 23 MR. TATE: Any other questions or comments by
 24 the Board? If not, is the Board ready to –
 25 MR. GOODLOE: Mr. Chairman.
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1 MR. TATE: Go ahead.
 2 (Motion and Vote by the Board.)
 3 MR. GOODLOE: I would like to make a
 4 recommendation. I move to recommend denial of the
 5 zoning application to the Board of County
 6 Commissioners and adopt the Findings-of-Fact
 7 provided in the rezoning hearing package as Exhibit
 8 Z-2001-15.

9 MS. DAVIS: I second that.

10:26 10 MR. TATE: We have a motion, we have a second.
 11 Do we have any other discussion by members of the
 12 Board? At this time I'll ask, all those in favor of
 13 the motion to please raise your right hand.

14 (Board members vote.)

15 MR. TATE: All those opposed.

16 (Mr. Barry.)

17 MR. TATE: Motion passes. Thank you for your
 18 time. At this time the rezoning hearing meeting is
 19 adjourned.

20 (WHEREUPON, the rezoning hearings concluded.)

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TAYLOR REPORTING SERVICES, INCORPORATED

1 CERTIFICATE OF REPORTER

2
 3 STATE OF FLORIDA
 4 COUNTY OF ESCAMBIA

5
 6 I, JAMES M. TAYLOR, Court Reporter and Notary
 7 Public at Large in and for the State of Florida, hereby
 8 certify that the foregoing Pages 2 through 65 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 August 18, 2011.

18
 19 _____
 JAMES M. TAYLOR

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23
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25
TAYLOR REPORTING SERVICES, INCORPORATED

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REZONING CASE: Z-2011-14
August 8, 2011

I. SUBMISSION DATA:

BY: Nicole G. Zubon, Owner
PROPERTY REFERENCE NO.: 13-1S-31-1100-001-004
PROJECT ADDRESS: 1991 W Detroit Blvd
FUTURE LAND USE: MU-U, Mixed-Use Urban
COMMISSIONER DISTRICT: 5
BCC MEETING DATE: September 1, 2011

II. REQUESTED ACTION:

REZONE

FROM: R-2, Single-Family District (cumulative), Low-Medium Density, (7 du/acre); R-3, One-Family and Two-Family District, (cumulative) Medium Density, (10 du/acre).
TO: R-6, Neighborhood Commercial and Residential District, (cumulative) High Density, (25 du/acre).

III. RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

Comprehensive Plan Policy (CPP) FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM). The 2030 FLUM is attached herein to this ordinance as Exhibit B.

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The minimum residential density is 3.5 dwelling units per acre and the maximum residential density is 25 dwelling units per acre.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed-Use Suburban, Mixed-Use Urban, Commercial and Industrial Future Land Use district categories (with the exception of residential development).

FINDINGS

The proposed use for the parcel is listed within the allowable range of uses for the Future Land Use category Mixed-Use Urban. The proposed amendment does promote for the efficient use of existing public roads, utilities and service infrastructure. However, staff determined that the proposed use does not promote compatible infill development, since the property is currently not underutilized and the proposed use is also incompatible with the residential nature of the surrounding properties. Therefore, staff finds that the proposed amendment **is not consistent** with the intent and purpose as stated in **CPP FLU 1.3.1** and **FLU 1.5.3**.

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) 2.08.02. D. 7. B Quasi-judicial Rezoning. An applicant for a proposed rezoning has the burden of proving by substantial, competent evidence that the proposed rezoning: is consistent with the Comprehensive Plan; furthers the goals, objectives and policies of the Comprehensive Plan and is not in conflict with any portion of the county's Land Development Code. b. The proposed rezoning will constitute "spot zoning," that is an

isolated zoning district that may be incompatible with the adjacent and nearby zoning districts and uses, or as spot zoning is otherwise defined by Florida law.

(LDC) 6.05.07. R-2 single-family district (cumulative), low-medium density.

This district is intended to be a single-family residential area with large lots and low population density. The maximum density is seven dwelling units per acre. Refer to article 11 for uses and densities allowed in R-2, single-family areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods of height calculation set forth in article 11. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-2 zoning located in the Scenic Highway Overlay District and RA-1(OL) Barrancas Redevelopment Area Overlay District.

(LDC) 6.05.09. R-3 one-family and two-family district, (cumulative) medium density.

This district is intended to provide for a mixture of one-family and two-family dwellings, including townhouses, with a medium density level compatible with single-family residential development. The maximum density is ten dwelling units per acre. Refer to article 11 for uses and densities allowed in R-3, one-family and two-family areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods of height calculation set forth in article 11. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-3 zoning located in the Scenic Highway Overlay District and RA-1(OL) Barrancas Redevelopment Area Overlay District.

LDC 6.05.13. R-6 neighborhood commercial and residential district, (cumulative) high density.

This district is intended to provide for a mixed use area of residential, office and professional, and certain types of neighborhood convenience shopping, retail sales and services which permit a reasonable use of property while preventing the development of blight or slum conditions. This district shall be established in areas where the intermixing of such uses has been the custom, where the future uses are uncertain and some redevelopment is probable. The maximum density is 25 dwelling units per acre, except in the low density residential (LDR) future land use category where the maximum density is 18 dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in R-6, neighborhood commercial and residential areas located in the Airport/Airfield Environs. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-6 zoning located in the Scenic Highway Overlay District, C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District, or RA-1(OL) Barrancas Redevelopment Area Overlay District.

All neighborhood commercial (R-6) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in article 7.

B. Permitted uses.

1. Any use permitted in the R-5 district.

2. Retail sales and services (gross floor area of building not to exceed 6,000 square feet). No permanent outside storage allowed.
 - a. Food and drugstore, including convenience stores without gasoline sales.
 - b. Personal service shop.
 - c. Clothing and dry goods store.
 - d. Hardware, home furnishings and appliances.
 - e. Specialty shops.
 - f. Banks and financial institutions.
 - g. Bakeries, whose products are made and sold at retail on the premises.
 - h. Florists shops provided that products are displayed and sold wholly within an enclosed building.
 - i. Health clubs, spa and exercise centers.
 - j. Studio for the arts.
 - k. Martial arts studios.
 - l. Bicycle sales and mechanical services.
 - m. Other retail/service uses of similar type and character of those listed herein above.
 3. Laundromats and dry cleaners (gross floor area not to exceed 4,000 square feet).
 4. Restaurants.
 5. Automobile service stations (no outside storage, minor repair only).
 6. Appliance repair shops (no outside storage or work permitted).
 7. Places of worship and educational facilities/institutions.
 8. Fortune tellers, palm readers, psychics, etc.
 9. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).
 10. Mobile home subdivision or park.
- C. Conditional uses.*
1. Any conditional use allowed in the R-5 district.
 2. Drive-through restaurants (fast food or drive-in, by whatever name known).
 3. Any building exceeding 120 feet height.
 4. Neighborhood commercial uses that do not exceed 35,000 square feet of floor area.
 5. Automobile service operations, including indoor repair and restoration (not including painting), and sale of gasoline (and related service station products), gross floor area not to exceed 6,000 square feet. Outside repair and/or storage and automotive painting is prohibited.
 6. Mini-warehouses meeting the following standards:
 - a. One acre or less in size (building and accessory paved area);
 - b. Three-foot hedge along any right-of-way line;
 - c. Dead storage use only (outside storage of operable vehicles including cars, light trucks, RVs, boats, and similar items).
 - d. No truck, utility trailer, and RV rental service or facility allowed, see C-2.
 7. Radio broadcasting and telecasting stations, studios, and offices with satellite dishes and antennas. On-site towers are prohibited. (See section 6.08.02.L.)
 8. Temporary structures. (See section 6.04.16)

9. Arcade amusement centers and bingo facilities.

LDC 7.20.04. Neighborhood commercial locational criteria (AMU-1, R-6, VM-1).

A. Neighborhood commercial uses shall be located along a collector or arterial roadway and near a collector/collector, collector/arterial, or arterial/arterial intersection and must provide a smooth transition between commercial and residential intensity.

B. They may be located at the intersection of an arterial/local street without providing a smooth transition when the local street serves as a connection between two arterial roadways and meets all the following criteria:

1. Shares access and stormwater with adjoining commercial uses or properties;
2. Includes a six-foot privacy fence as part of any required buffer and develops the required landscaping and buffering to ensure long-term compatibility with adjoining uses as described in Policy 7.A.3.8 and article 7;
3. Negative impacts of these land uses on surrounding residential areas shall be minimized by placing the lower intensity uses on the site (such as stormwater ponds and parking) next to abutting residential dwelling units and placing the higher intensity uses (such as truck loading zones and dumpsters) next to the roadway or adjacent commercial properties;
4. Intrusions into recorded subdivisions shall be limited to 300 feet along the collector or arterial roadway and only the corner lots in the subdivision.

C. They may be located along an arterial or collector roadway 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 daily trips; 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.

LDC 7.20.02B Waivers, The planning board (PB) may waive the roadway requirements when determining consistency with the Comprehensive Plan and Land Development Code for a rezoning request when unique circumstances exist. In order to determine if unique circumstances exist, a compatibility analysis shall be submitted that provides competent and substantial evidence that the proposed use will be able to achieve long-term compatibility with surrounding uses as described in Comprehensive Plan Policy 7.A.3.8. Infill development would be an example of when a waiver could be recommended. Although a waiver to the roadway requirement is granted, the property will still be required to meet all of the other performance standards for the zoning district as indicated below. The additional landscaping, buffering, and site development standards cannot be waived without obtaining a variance from the board of adjustment.

LDC 7.01.06. Buffering between zoning districts and uses.

A. *Zoning districts.* The following spatial relationships between zoning districts require a buffer:

2. AMU-1, AMU-2, R-4, R-5, R-6, V-4, VM-1, or VM-2 districts, where they are adjacent to single-family or two-family districts (RR, SDD, R-1, R-1PK, R-2, R-2PK, R-3, V-1, V-2, V-2A, V-3, V-5, VR-1, VR-2).

FINDINGS

The applicant has failed to provide competent evidence that the proposed rezoning will not constitute “spot zoning”. From a site visit, staff observed that the nature of the surrounding zoning and existing uses is predominantly residential, thus the proposed amendment **is not consistent** with the intent of Land Development Code (LDC) 2.08.02. D. 7. B and C, Quasi-judicial Rezoning.

The proposed amendment **does not meet** the general commercial and light manufacturing uses locational criteria requirements; although the parcel is on a collector road, it is not located at or in proximity to intersections of arterial/arterial roadways or along an arterial roadway within one-quarter mile of the intersection and does not provide for a smooth transition between commercial and residential intensity, as stated in the Escambia County Land Development Code (LDC 7.20.04).

The proposed amendment **does not meet** the requirements for infill development as stated in (LDC 7.20.03.B). Infill development is defined as an area where over 50 percent of a block is either zoned or used for commercial development. This article also defines a block as the road frontage on one side of a street between two public rights-of-way. In this case the block is identified as the road frontage from Ashland Avenue, along the south side of Detroit, to Raleigh Circle. There are eleven (11) properties within this block: six (6) single family residences, one (1) property with mobile homes, three (3) vacant residential properties, and one (1) storage warehouse facility. The combined existing and proposed commercial use would only represent 17.5 % of the total block. The intensity of the proposed use in this split zoning parcel is not comparable with the existing zoning and development on the surrounding parcels and does not promote compact development.

Buffering requirement will apply, as stated in (LDC 7.01.06); 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 to R-6 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

Within the 500' radius impact area, staff observed 44 properties: 32 single family residences, 11 vacant residential lots and one (1) property with storage warehouse units; therefore, staff concludes that the proposed amendment **is not compatible** with the surrounding existing residential uses in the area.

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

Upon review of the National Wetland Inventory and as represented in the aerial/wetlands map, wetlands and hydric soils **were indicated** on the subject property. Staff also identified that the parcel is located within a FEMA designated floodplain; prior to any construction, the applicant will have to meet specific requirements outlined in Article 10, Floodplain Management, of the Escambia County Land Development Code. 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.

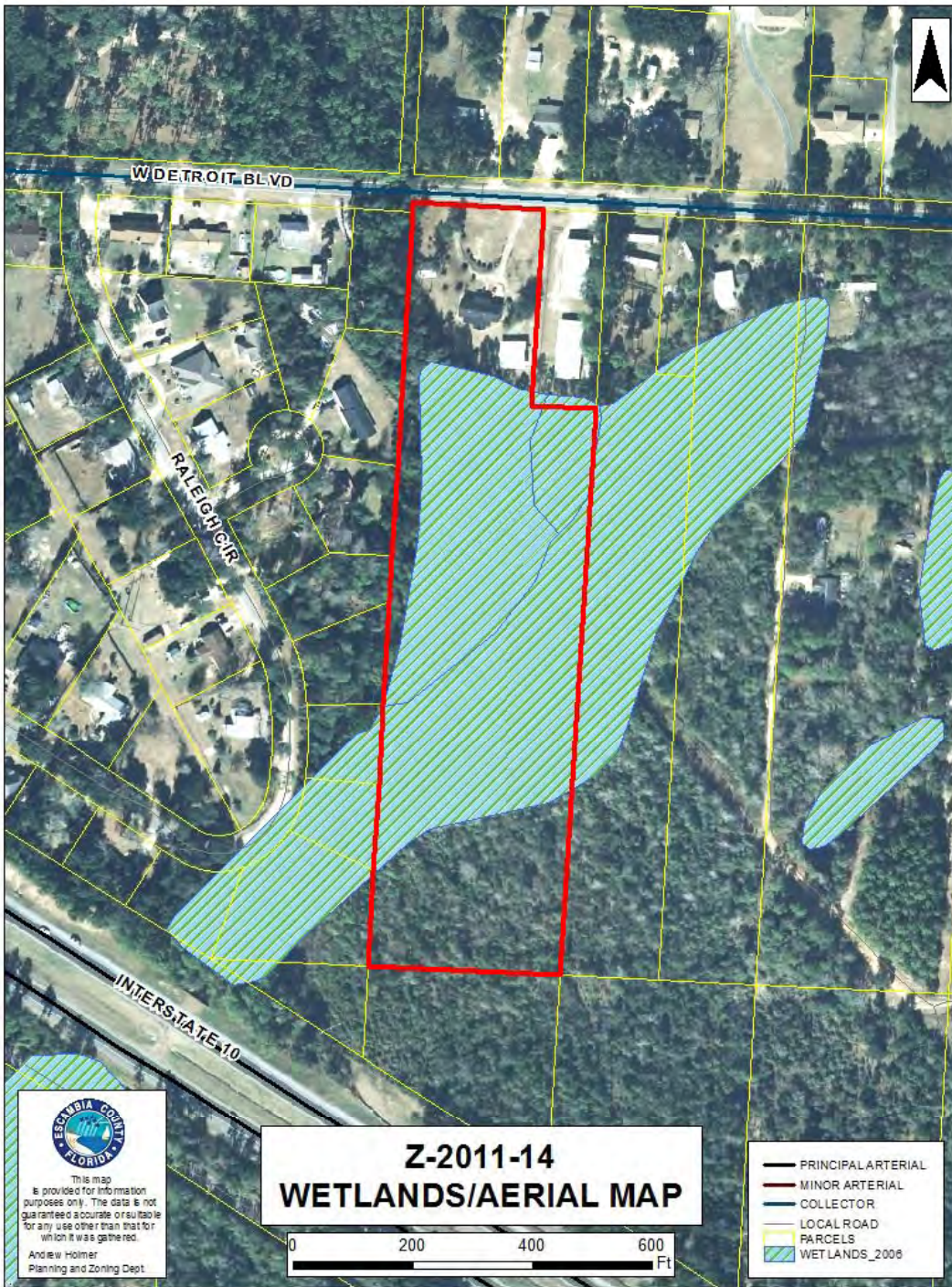
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would not result** in a logical and orderly development pattern. The property is located along Detroit Blvd, a collector road in a mixed-use area. The permitted uses of the R-6 zoning district are not of comparable intensity with the surrounding predominantly residential uses.


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.

Locational/ Wetlands

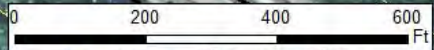




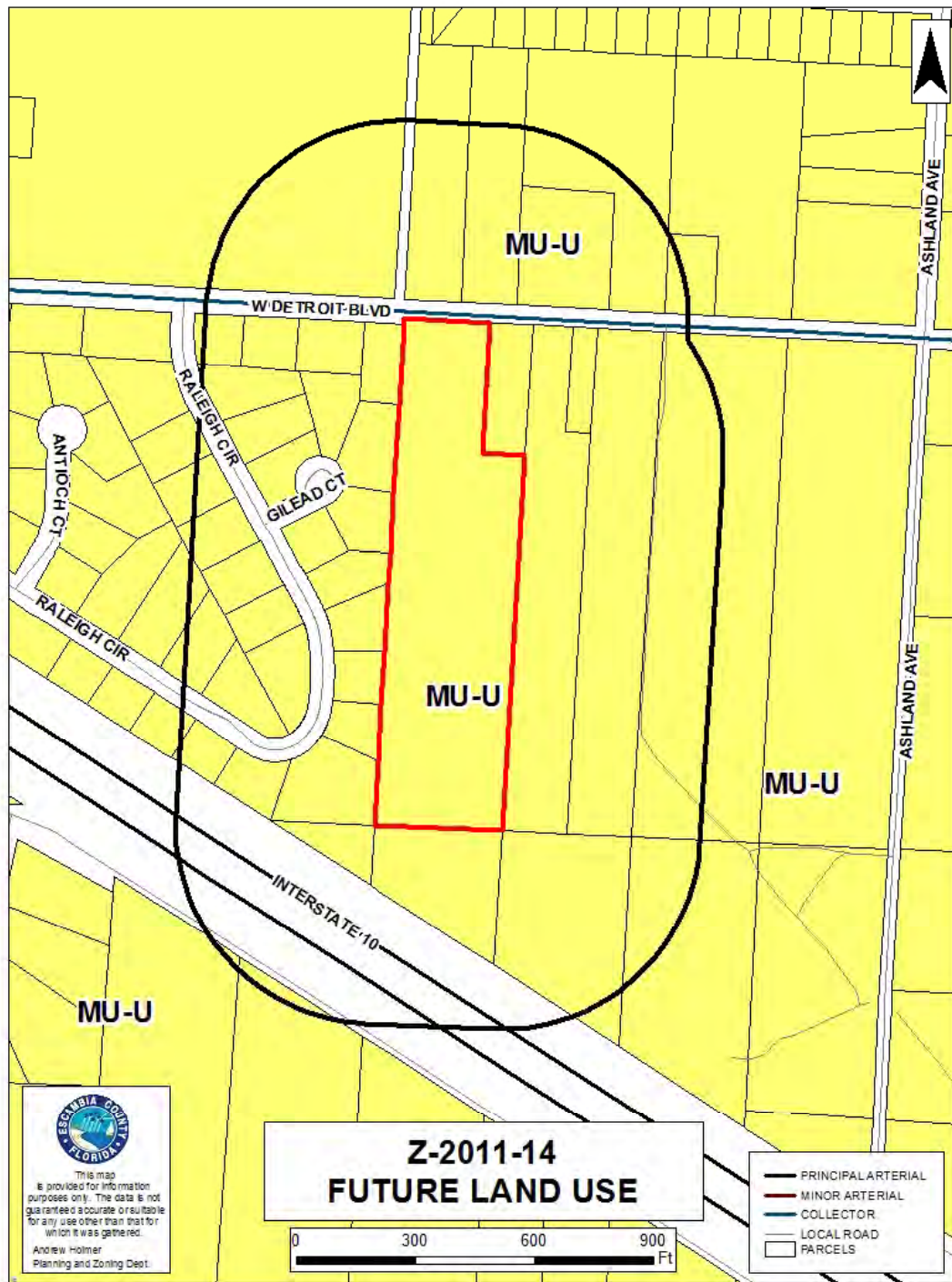
Aerial


 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.

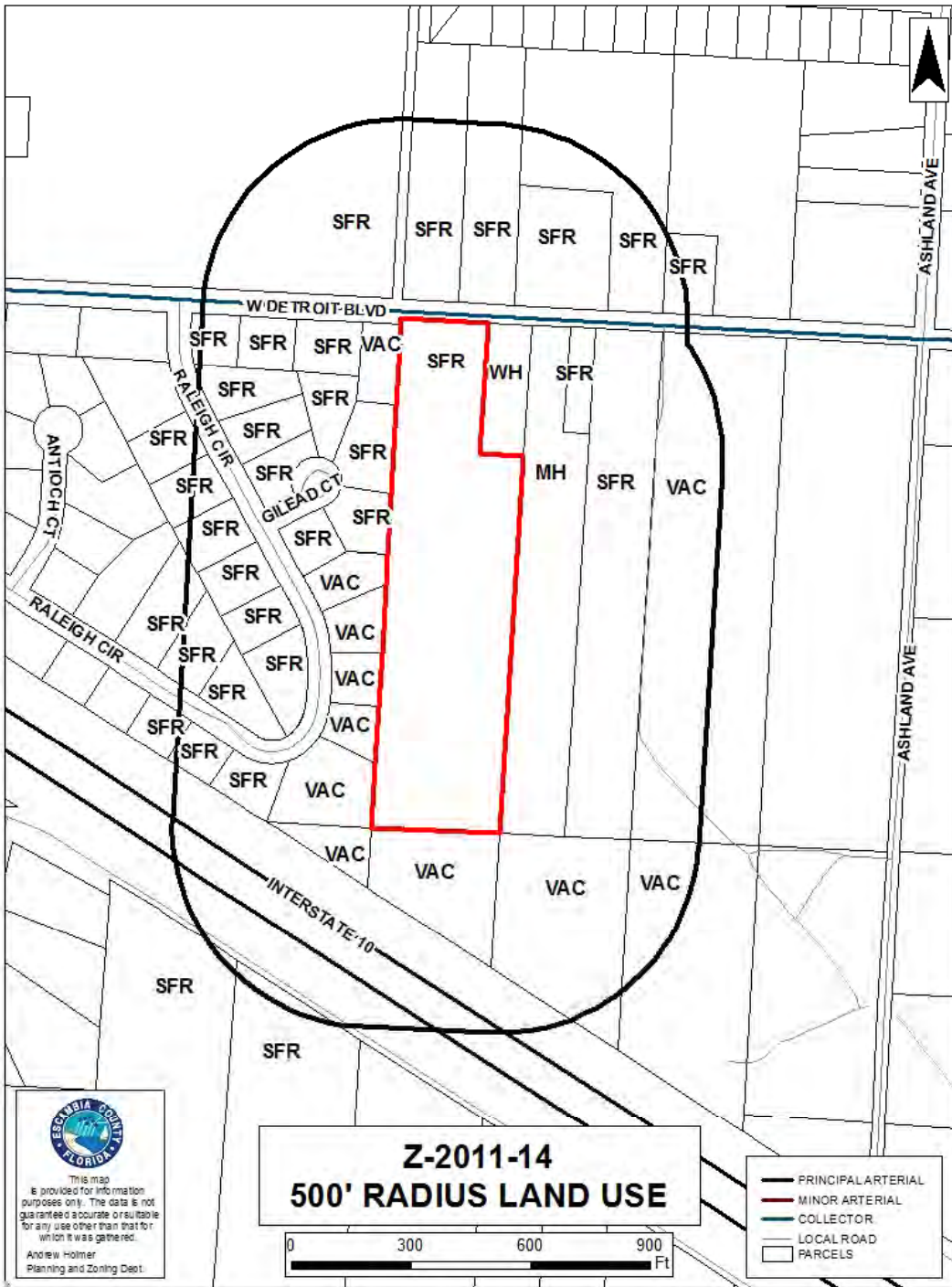
Z-2011-14
AERIAL MAP



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

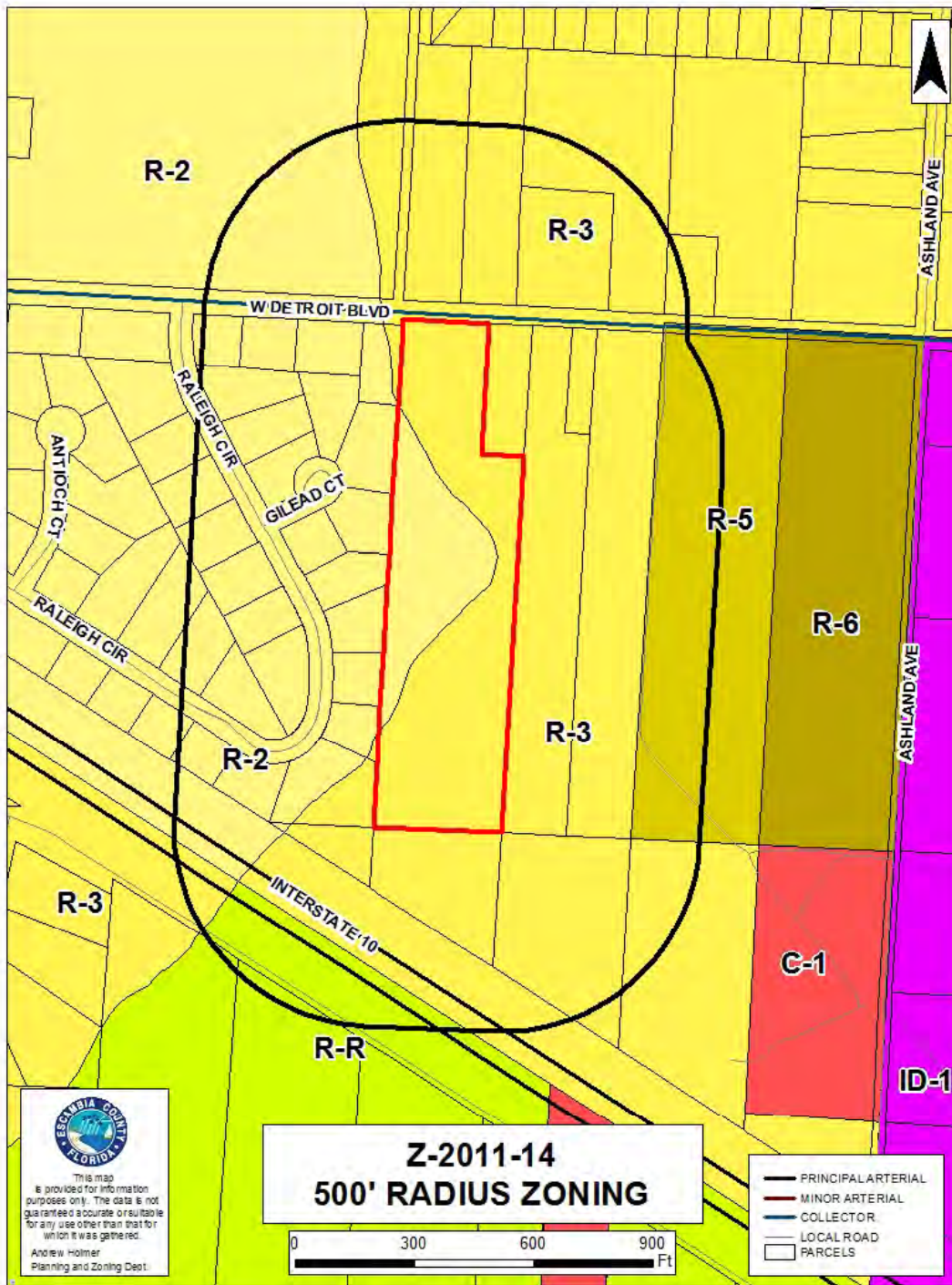


FLU



ELU

500' Zoning



Public Notice Sign

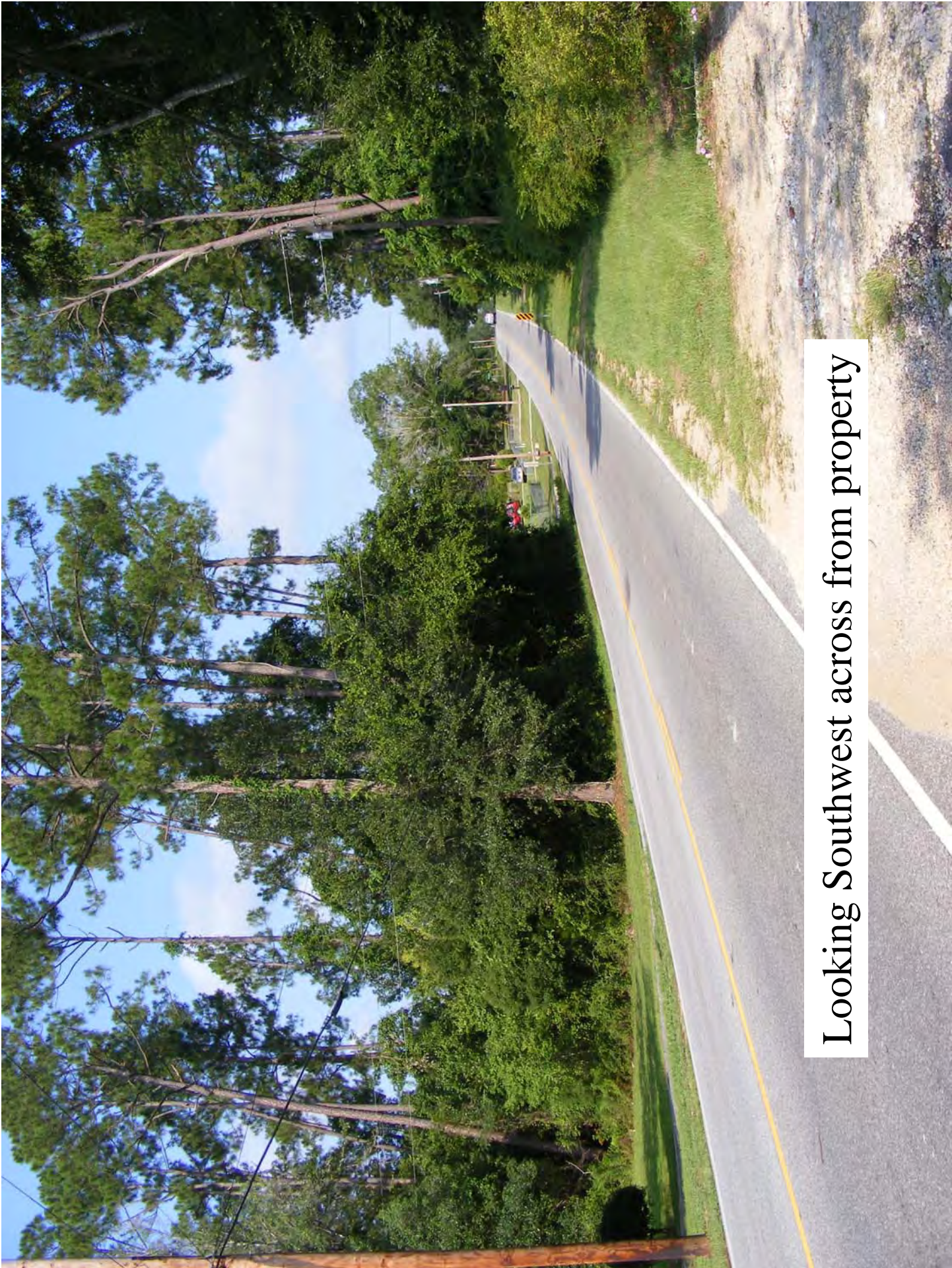




Looking West



Looking South onto Property



Looking Southwest across from property



Looking Southeast



Looking East



Looking North From subject property



Looking Northwest

SUBMISSION FOR REZONING REQUEST

To: Board of County Commissioners, Escambia County

Nicole G. Zubon, Owner

Property address: 1991 West Detroit Blvd., Pensacola, Florida 32534

Property reference number: 13-1S-31-1100-001-004

Property District: District 5

This is a rezoning request for my property located at 1991 West Detroit Blvd., Pensacola, Florida, 32534. I am requesting a rezoning for the property from R-2/R3, Multiple-Family District, to R-6 Neighborhood Commercial and Residential District. The Future Land Use for this property is Mu-U, Mixed Use Urban. Following are the six criteria which have are addressed for the rezoning of the property.

CRITERION FOR REZONING

CRITERION (1)

Consistent with the Comprehensive Plan.

The proposed request rezoning request 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, as well as light industrial.

CRITERION (2)

Consistent with this Code.

The proposed request 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 request to R-6 is compatible with the surrounding zoning district and uses as well as being within 600 feet of an existing R-6 property.

CRITERION (3)

Compatible with surrounding uses.

The proposed request is compatible with surrounding existing uses in the area. The property is adjacent to commercial storage units. As previously noted, the property is located within 600' of a property with a zoning district of R-6. Other adjacent properties include R-2, R-3, R-5, and C-1. Considerations for use of the parcel requesting rezoning is under consideration for a women's home, a sponsored church home, or a small A.L.F.

CRITERION (4)

Changed conditions.

There are no current conditions that would impact the request or property(s).

CRITERION (5)

Effect on natural environment.

No adverse impacts will result in the rezoning request.

CRITERION (6)

Development patterns.

The proposed request would result in a logical and orderly development pattern. The permitted uses are compatible with the uses of surrounding and nearby parcels in the area that are mini warehouses, a large church, two hotels, mobile home lots, and a group home.



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: R2/R-3 to: R-6

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

Owner(s) Name: Nicole G. Zubon Phone: (950) 221-1423

Address: 2701 East Desoto Street, Pensacola, Florida 32504 Email: nic9hmc@aol.com

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: 1991 West Detroit Blvd., Pensacola, Florida 32504

Property Reference Number(s)/Legal Description: 13-15-31-1100-001-004

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.

Jean F. McPhee Jean F. McPhee July 1, 2011
 Signature of Owner/Agent Printed Name Owner/Agent Date

Nicole G. Zubon Nicole G. Zubon 07/01/2011
 Signature of Owner Printed Name of Owner Date

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of JULY 20 11,

by NICOLE ZUBON 2150627645240

JEAN MCPHEE M 210466436650 Personally Known OR Produced Identification . Type of Identification Produced: FL DL

[Signature]
 Signature of Notary
 (notary seal must be affixed)

MARK W. PADGETT
 Printed Name of Notary



FOR OFFICE USE ONLY CASE NUMBER: 2011-14

Meeting Date(s): PB 8/1/11 BCC 9/1/11 Accepted/Verified by: Acan Date: 7/1/11

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

fee waiver request



Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: 2011-14

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 13-15-31-1100-001-004

Property Address: 1991 Detroit Blvd ; Pensacola, Florida 32534

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 1st DAY OF July, YEAR OF 2011.

Nicole G. Zubon
Signature of Property Owner

Nicole G. Zubon
Printed Name of Property Owner

07/01/2011
Date

Signature of Property Owner

Printed Name of Property Owner

Date

Agent

NA?



Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #: 2011-14

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 1991 Detroit Blvd,
Florida, property reference number(s) 13-15-31-1100-001-004
I hereby designate Jean McPhee 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 1 day of July the year of, 2011, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Jean F. McPhee Email: Ishortsong@cox.net
Address: 415 Gibbs Rd. Phone: (850) 572-7112

Nicole G. Zubon
Signature of Property Owner

Nicole G. Zubon
Printed Name of Property Owner

07/01/2011
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 1st day of JULY 20 11,

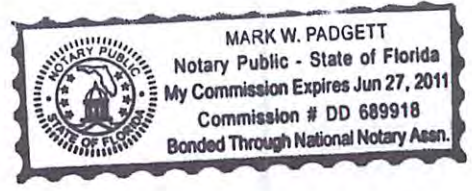
by NICOLE ZUBON 2150627645240
JEAN MCPHEE M2104643650

Personally Known OR Produced Identification . Type of Identification Produced: KL DL

Mark W. Padgett
Signature of Notary

MARK W. PADGETT
Printed Name of Notary

(Notary Seal)



Prepared by and return to:

Selina Bryant
Gulf Title Company
2723 Gulf Breeze Parkway
Gulf Breeze, FL 32563
850-934-9000
File Number: G-11694
Parcel Identification No. 131S31-1100-001-004

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 20th day of July, 2007 between Lavonne C. Agerton, a married woman whose post office address is 7620 Ranwick Road, Pensacola, FL 32514 of the County of Escambia, State of Florida, grantor*, and Nicole G. Zubon, a married woman whose post office address is 1519 East La Rua Street, Pensacola, FL 32501 of the County of Escambia, State of Florida, grantee*,

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to-wit:

Lot 4, of the Subdivision of Section 13, Township 1 South, Range 31 West, Escambia County, Florida, according to plat of said Subdivision recorded in Deed Book 104, at Page 400, of the public records of Escambia County, Florida. ~LESS the following described parcel: ~Begin at the Northeast corner of the Lot 4, Deed Book 104, Page 400; thence South, along the East line of said Lot, a distance of 330.00 feet; thence West, parallel to the South right of way line of Detroit Boulevard, a distance of 108.00 feet; thence North, parallel to the East line of said Lot, a distance of 330.00 feet to the South right of way line of Detroit Boulevard; thence East, along aforesaid right of way line, a distance of 108.00 feet to the point of beginning.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) nor any members of the household of Grantor(s) reside thereon.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

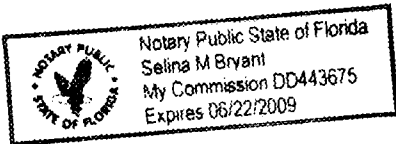
[Signature]
Witness Name: Nancy J. Wood
[Signature]
Witness Name: Selina M Bryant

[Signature] (Seal)
Lavonne C. Agerton

State of Florida
County of Santa Rosa

The foregoing instrument was acknowledged before me this 20th day of July, 2007 by Lavonne C. Agerton, an unmarried woman who is personally known or has produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public
Printed Name: Selina M Bryant
My Commission Expires: _____

Prepared by and return to:
Selina Bryant

Gulf Title Company
2723 Gulf Breeze Parkway
Gulf Breeze, FL 32563
850-934-9000
File Number: G-11694

[Space Above This Line For Recording Data]

**RESIDENTIAL SALES ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances, Chapter 1-29.2, Article V, requires that this disclosure be attached, along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the county of the veracity of any disclosure statement.

LEGAL ADDRESS OF: 1991 Detroit Boulevard, Pensacola, FL 32534

The County (XX) has accepted () has not accepted the abutting roadway for maintenance.

AS TO SELLER(S):

Lavonne C. Agerton
Lavonne C. Agerton

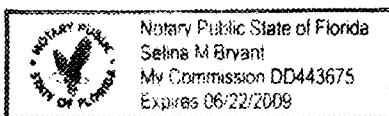
WITNESSES TO SELLER(S):

Selina M Bryant
Printed Name: Selina M Bryant

Nancy Swoody
Printed Name: Nancy Swoody

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me on this July 20, 2007 by Lavonne C. Agerton, a married woman, who is(are) personally well known to me or, who has(have) produced the following as identification: FL Drivers License



Selina M Bryant
NOTARY PUBLIC Selina M Bryant
My Commission Expires: _____
Commission No.: _____

AS TO BUYER(S):

Nicole G. Zubon
Nicole G. Zubon

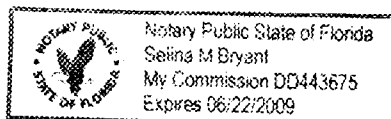
WITNESSES TO BUYER(S):

Selina M Bryant
Printed Name: Selina M Bryant

Nancy Swoody
Printed Name: Nancy Swoody

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me on this July 20, 2007 by Nicole A. Zubon, a married woman, who is(are) personally well known to me or, who has(have) produced the following as identification: FL Drivers License



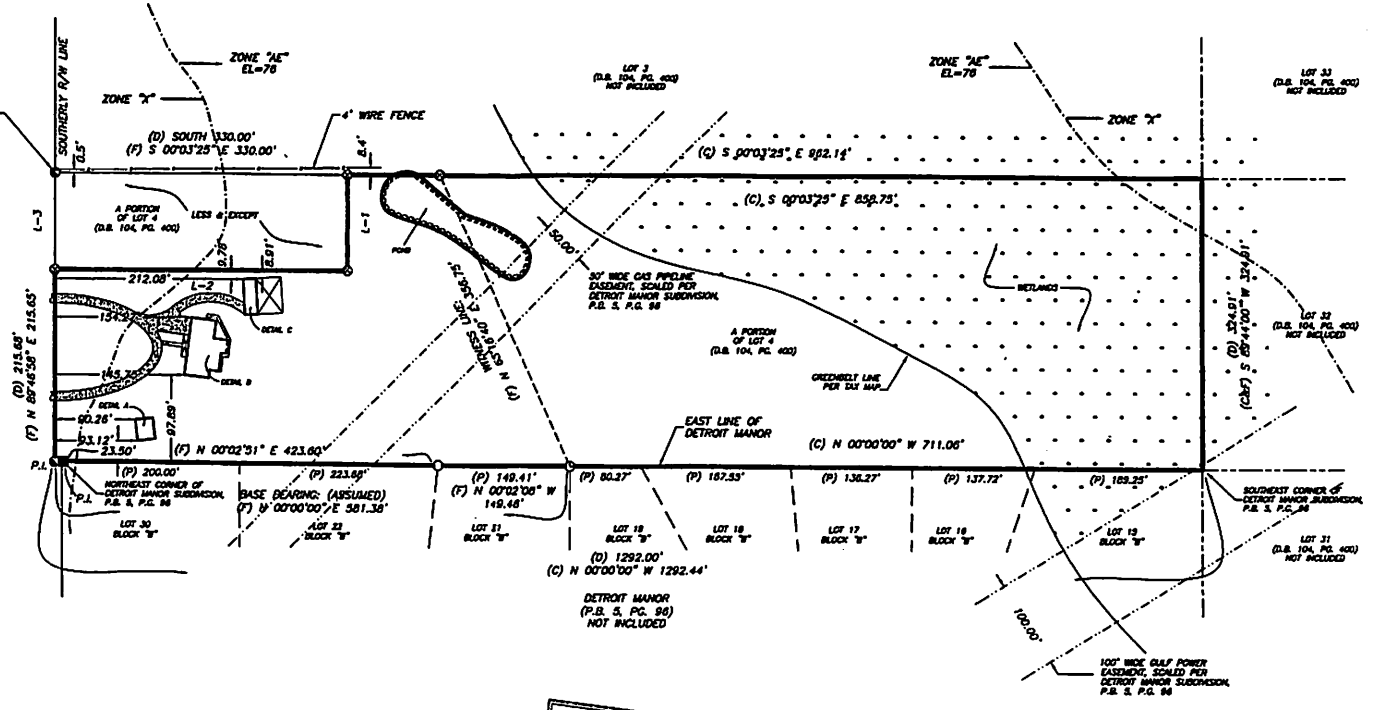
Selina M Bryant
NOTARY PUBLIC Selina M Bryant
My Commission Expires: _____
Commission No.: _____



LINE TABLE	
L-1	(D) WEST 108.00' (C) N 89°44'00" E 108.00' (I) S 89°44'00" W 107.89'
L-2	(D) NORTH 330.00' (C) S 00°03'25" E 330.00' (I) S 00°03'25" E 330.11'
L-3	(D) EAST 108.00' (C) N 89°44'00" E 108.00' (I) N 89°43'52" E 107.88'

ROD LEGEND	
⊙	FM 3/8" #3683
⊙	FM 1/2" #4882
⊙	FP 1"
⊙	FP 3/4"
□	FCM 4 3/4" NO. 1 #

DETROIT BOULEVARD
(R/W VARIES)



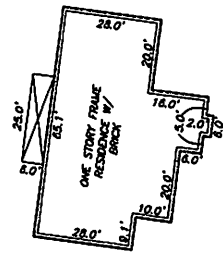
CERTIFICATIONS:
NICOLE G. ZUBON
COUNTRYWIDE HOME LOANS, INC. ISAA/ATM
GULF TITLE COMPANY
ATTORNEYS' TITLE INSURANCE FUND, INC.

DESCRIPTION:
LOT 4 OF THE SUBDIVISION OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBA COUNTY, FLORIDA, ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN DEED BOOK 104, AT PAGE 400, OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA.

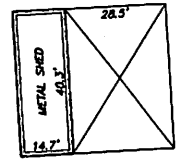
LESS THE FOLLOWING DESCRIBED PARCEL:
BELOW AT THE NORTHEAST CORNER OF THE LOT 4 PLAT BEGON AT THE NORTHEAST CORNER OF THE LOT 4 PLAT BEGON AT THE NORTH EAST CORNER OF THE EAST LINE OF SAID LOT A DISTANCE OF 130.00 FEET; THENCE WEST PARALLEL TO THE SOUTH RIGHT OF WAY LINE OF DETROIT BOULEVARD A DISTANCE OF 108.00 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID LOT A DISTANCE OF 130.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF DETROIT BOULEVARD; THENCE EAST ALONG AFORESAID RIGHT OF WAY LINE A DISTANCE OF 108.00 FEET TO THE POINT OF BEGINNING.



DETAIL A
NOT TO SCALE



DETAIL B
NOT TO SCALE



DETAIL C
NOT TO SCALE



REQUESTED BY: NICOLE DRAWING NO.: 07-12296

REVISIONS

NO.	DESCRIPTION
1	AS SHOWN
2	ADDED DETAIL A
3	ADDED DETAIL B
4	ADDED DETAIL C
5	ADDED FLOOD STATEMENT
6	ADDED REVISIONS
7	ADDED ADDRESS
8	ADDED SCALE
9	ADDED DATE
10	ADDED SITE PLAN
11	ADDED FOUNDATION
12	ADDED FINAL
13	ADDED ADDRESS

FLOOD STATEMENT:
L.F. SHONTZ & ASSOCIATES, INC.
FLOOD STATEMENT FOR THE PROPERTY DESCRIBED ABOVE.
AS DATED: 8/21/07
NOTE: THIS DETERMINATION IS BASED ON THE FLOOD INSURANCE RATE MAP. THIS DETERMINATION DOES NOT IMPLY THAT THE REFERENCED PROPERTY WILL OR WILL NOT BE FIRST FLOOR FLOODING OR DAMAGE A PROPERTY NOT IN A SPECIAL FLOOD HAZARD AREA MAY BE DAMAGED BY A FLOOD GREATER THAN THAT PICTURED ON THE FIRM MAP OR FROM A DAMAGE PROBLEM NOT SHOWN ON THE FLOOD MAP.

SCALE:	1"=140'
BOUNDARY	7/18/07
SITE PLAN	
STAKE OUT	
FOUNDATION	
FINAL	
ADDRESS	1991 WEST DETROIT BOULEVARD

REVISIONS	
DATE	INITIALS

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL RAISED SEAL & SIGNATURE OF A FLORIDA LICENSED SURVEYOR

I HEREBY CERTIFY THAT THE SURVEY IS ACCURATE WITHIN THE BOUNDS OF THE SURVEYING INSTRUMENTS USED AND TO THE BEST OF MY KNOWLEDGE AND BELIEF I AM A LICENSED SURVEYOR IN THE STATE OF FLORIDA.
L.F. SHONTZ AND ASSOCIATES, INC.
148 WEST WASHINGTON STREET, TALLAHASSEE, FLORIDA 32301
L.F. SHONTZ, LICENSED SURVEYOR, FLORIDA NO. 25759
DATE: 8/21/07

6/21/11



Development Services Department
Escambia County, Florida

PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM

13-15-31-1100-001-004
Property Reference Number

Nicole Zubon
Name

1991 Detroit Blvd
Address

Owner Agent

Referral Form Included? Y / N

MAPS PREPARED

- Zoning
- FLU
- Aerial
- Other: Wetland

PROPERTY INFORMATION

Current Zoning: R-3+R-2 Size of Property: 8.69 +/-
 Future Land Use: MU-U Commissioner District: 3
 Overlay/AIPD: NA Subdivision: NA
 Redevelopment Area*: NA

*For more info please contact the CRA at 595-3217 prior to application submittal.

COMMENTS

Desired Zoning: R-6

Is Locational Criteria applicable? yes If so, is a compatibility analysis required? no

Discussed different zoning categories + the uses allowed and provided rezoning form + fee waiver application

A Development Review process would be needed to develop this parcel for commercial passage or neighborhood com. usage.

PB meeting 8/8 BCC Meeting 9/1/11 Deadline for docs

July 7th By 3:00 pm

- 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: Allyson Cain, Andrew Holmer, Horace Jones Date: 6/21/11

Applicant/Agent Name & Signature: Nicole A. Zubon

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)

THOMPSON WINNIE TRUSTEE
2000 W DETROIT BLVD
PENSACOLA FL 32534

ARD JEFFERY W & CHERYL A
1950 DETROIT BLVD
PENSACOLA FL 32534

KRITZMIRE EDWARD A
125 MELVIN DR
PACE FL 32571

MASON FRANCES E
1970 W DETROIT BLVD
PENSACOLA FL 32534

HARRELL MARIAN E
1910 W DETROIT BLVD
PENSACOLA FL 32534

HARDY GEORGE L & TEDENE C
1940 W DETROIT BLVD
PENSACOLA FL 32534

JOINER CLIFFORD E
1911 W DETROIT BLVD
PENSACOLA FL 32534

GRIGGERS JAMES D & JUNE E
10496 TAM O SHANTER DR
PENSACOLA FL 32514

ZUBON NICOLE G
2701 E DESOTO ST
PENSACOLA FL 32503

STONE SHARILYNN 1/4 INT
1998 KANSAS AVE NE
SAINT PETERSBURG FL 33703

LEE DONALD W
1921 W DETROIT BLVD
PENSACOLA FL 32534

HANEY DAVID A
362 GULF BREEZE PKWY #250
GULF BREEZE FL 32563

CITY OF REFUGE BIBLE CENTER INC
6462 GREENWELL ST
PENSACOLA FL 32526

GRIGGERS JAMES D & JUNE E
10496 TAM O SHANTER DR
PENSACOLA FL 32514

LOWE ALFRED M III 16.6666 % INT &
4 BEACH PLUM WAY
HAMPTON NH 03842

MATHEWS ROGER G
2155 INTERSTATE CIR
PENSACOLA FL 32526

SMITH STEVE R &
8220 RALEIGH CIR
PENSACOLA FL 32534

TOLLIVER LAWRENCE C JR & LILLIE M
8230 RALEIGH CIR
PENSACOLA FL 32534

SADLER LEE
8250 RALEIGH CIR
PENSACOLA FL 32534

HOUSTON ARTHUR & CARRIE E
8260 RALEIGH CIR
PENSACOLA FL 32534

MILLER ROBERT A & JUANITA D
8270 RALEIGH CIR
PENSACOLA FL 32534

WILLIAMS KATHY
1225 LAHAINA CT
PENSACOLA FL 32506

MADISON LARRY L & BEVERLY A
8318 RALEIGH CIR
PENSACOLA FL 32534

CARMONA JOSE & TANIA
736 TORA BORA RD
FT LEE VA 23801

LIVESAY FARIS & XOCHILT
8324 RALEIGH CIR
PENSACOLA FL 32534

FORSEE JODY M
8313 RALEIGH CIR
PENSACOLA FL 32534

LOWE ALFRED M &
4 BEACH PLUM WAY
HAMPTON NH 03842

GREEN ROBERT L JR
8055 STARK AVE
PENSACOLA FL 32514

GEIGER NANCY DOREEN & DANIEL W
9029 CHISHOLM RD
PENSACOLA FL 32514

PITTMAN OSCAR & LOU G
1015 DUNMIRE ST
PENSACOLA FL 32504

MEAGHER ROBERT J
7610 LAKESIDE DR
MILTON FL 32583

MELDROM CHARLES W L & MARIA
3353 MARION OAKS WAY
PENSACOLA FL 32507

GEIGER DANIEL W
9029 CHISHOLM RD
PENSACOLA FL 32514

WILSON BARNETTE S
8231 RALEIGH CIR
PENSACOLA FL 32534

HILL GARY D & SONDR A J
8215 RALEIGH CIR
PENSACOLA FL 32534

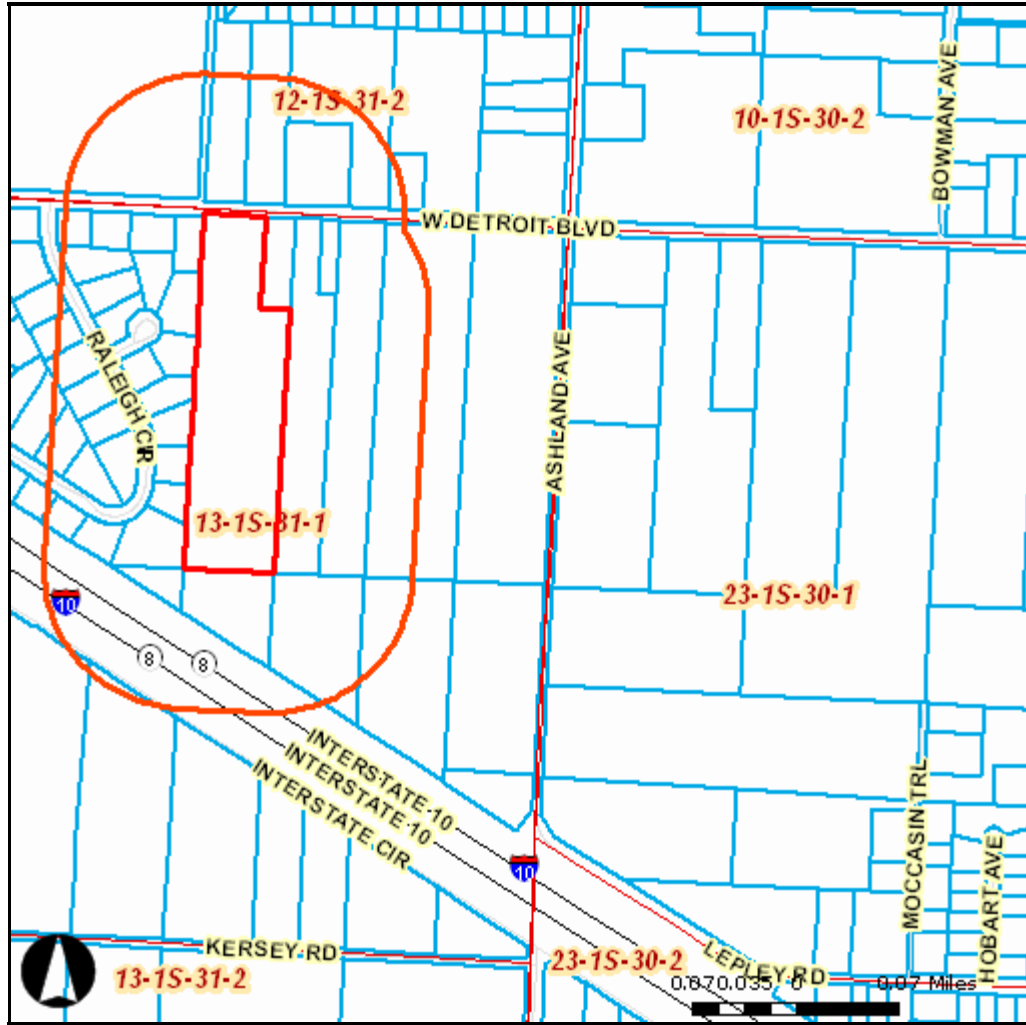
COOK JOHN D JR &
8211 RALEIGH CIR
PENSACOLA FL 32534

HOOKS WILLIE E JR &
2001 W DETROIT BLVD
PENSACOLA FL 32534

COMIS SHAWN L & TABITHA A
1999 DETROIT BLVD
PENSACOLA FL 32534

MACVAUGH EDWIN S IV &
1997 DETROIT BLVD
PENSACOLA FL 32534

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

T. Lloyd Kerr, AICP, Director
Development Services

July 25, 2011

Ms. Nicole Zubon
2701 E. Desoto St.
Pensacola, FL 32503

RE: Approval of Fee Waiver Request for Rezoning Application Fee - 1991 W. Detroit Blvd.

Dear Ms. Zubon:

Development Services Department staff has accepted and re-reviewed the documents you provided for a fee waiver request to the rezoning application fee of \$1500.00. Documents provided included:

- Copy of the warranty deed for the parcel (13-1S-31-1100-001-004)
- Copy of 2009 and 2010 Income Tax Return

It was determined sufficient evidence of property ownership existed for rezoning based upon information provided, and the qualification for fee waiver has been met. This letter will override the previous denial of July 13, 2011.

If you have any additional questions, please do not hesitate to contact me at (850) 595-3597.

Sincerely,

A handwritten signature in black ink that reads "T. Lloyd Kerr".

T. Lloyd Kerr, AICP
Director

TLK/knm



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-2011-14

OR

Agenda Item Number/Description: _____

In Favor Against

*Name: Nicole Zubon

*Address: 2701 E. DeSoto *City, State, Zip: Pensacola 32506

Email Address: nic4hm@aol.com Phone: (850) 221-1423

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.



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Public Hearing
Speaker Request Form

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Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2011-14

OR

Agenda Item Number/Description:

[X] In Favor [] Against

*Name: Jean McPhee

*Address: 415 Gibbs Rd. *City, State, Zip: Pensacola 32507

Email Address: lshortsong@cox.net Phone: (850) 572-7112

Please indicate if you:

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Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2011-14

OR

Agenda Item Number/Description:

In Favor [X] Against

*Name: Barnettte J Wilson

*Address: 8231 Raleigh Cir *City, State, Zip: Pensacola, FL 32534

Email Address: Phone:

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

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Public Hearing
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Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2011-14

OR

Agenda Item Number/Description:

X In Favor Against

*Name: RANDY PAVN

*Address: 4180 ROMMITCH LN *City, State, Zip: PENSACOLA FL 32504

Email Address: EXITWITHRANDY@AOL.COM Phone: 850-565-0159

Please indicate if you:

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

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Speaker Request Form

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Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z 2011-14

OR

Agenda Item Number/Description:

In Favor Against

*Name: Oscar Pittman

*Address: 1015 Donnic St *City, State, Zip: Pensacola FL 32504

Email Address: Phone: 976-3709

982-8085

Please indicate if you:

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Z-2011-15

The rezoning case Z-2011-15 depicts strike through and underline changes to the staff findings of facts during the Planning Board meeting on August 8, 2011. Subsequent to staff amending the findings, the Planning Board reviewed and approved the changes.

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1 * * *

2 CASE NO: Z-2011-15

Location: 2240 West Detroit Boulevard

3 Parcel: N/A

From: C-1

4 To: C-2

Requested by: Harold Pridgen

5

6 MR. TATE: I will call the rezoning meeting

7 back to order.

8 The second rezoning case under consideration

9 today is Case Number Z-2011-15, which requests the

09:37 10 rezoning of 2240 West Detroit Boulevard from C-1

11 Retail Commercial to C-2 General Commercial and

12 Light Manufacturing, as requested by the owner, Mr.

13 – is it Mr. Pridgen? Did I say that properly?

14 MR. PRIDGEN: Yes, you did.

15 MR. TATE: Thank you. Members of the Board,

16 has there been any ex parte communication between

17 you, the applicant, the applicant's attorneys,

18 agents, witnesses or with fellow Planning Board

19 members or anyone from the general public prior to

08:50 20 this hearing? Have you seen the subject property?

21 And please also disclose if you are a relative or a

22 business associate of the applicant or the

23 applicant's agent.

24 We'll, again, begin with Ms. Sindel.

25 MS. SINDEL: None to the above.

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1 MR. WINGATE: No communication. I did go by

2 the site.

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

4 MR. TATE: The same with me, but I am familiar

5 with the location.

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

7 with the site.

8 MR. GOODLOE: No communication and I have

9 visited the site.

09:38 10 MS. HIGHTOWER: None to all of the above.

11 MS. ORAM: And none to all of the above.

12 MR. TATE: Thank you. Staff, was notice of the

13 hearing sent to all interested parties?

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

15 MR. TATE: Was notice of the hearing posted on

16 the subject property?

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

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

19 photographs for Case Z-2011-15.

09:38 20 (Presentation of Maps and Photographs.)

21 MR. FISHER: John Fisher, urban planner.

22 Z-2011-15. From C-1, Retail Commercial District, to

23 C-2, General Commercial and Light and Manufacturing

24 District.

25 This is the locational wetland map. This is an

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1 aerial map. This is the future land use. This is

2 the subject property future land use. This is the

3 existing land use. This is the 500 foot radius

4 zoning of C-1. This is looking west along Detroit

5 Boulevard. This is looking on to the subject

6 parcel. Looking west along the subject parcel.

7 Looking east along Detroit Boulevard. Looking

8 northwest at the parcel. Looking northeast at the

9 subject parcel. Looking south across Detroit

09:39 10 Boulevard from the subject parcel. Looking east

11 into the subject parcel. And this is the 500 foot

12 radius map, and the mailing list right there of the

13 500 foot radius.

14 MR. TATE: Thank you. Would the applicant or

15 their representative please come forward. Would you

16 please state your full name and address for the

17 record and be sworn in.

18 (Presentation by Harold Pridgen.)

19 MR. PRIDGEN: Harold Pridgen. 25 East Nine

09:40 20 Mile Road, Pensacola.

21 (Whereupon, Mr. Pridgen was sworn.)

22 MR. TATE: Have you received a copy of the

23 rezoning hearing package with staff's

24 Findings-of-Fact?

25 MR. PRIDGEN: I did.

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1 MR. TATE: Do you understand that you have the

2 burden of providing, by substantial competent

3 evidence, that the proposed rezoning is consistent

4 with the comp plan, furthers the goals, objectives

5 and policies of the Comprehensive Plan, and is not

6 in conflict with any portion of the County's Land

7 Development Code?

8 MR. PRIDGEN: I do.

9 MR. TATE: Please proceed with your

09:40 10 presentation.

11 MR. PRIDGEN: Thank you. Reading from staff's

12 findings, under Criteria Number 1, they found that

13 the CP FLU 1.1.1 is consistent with the code. As

14 far as FLU 1.3.1, they find it's not consistent,

15 which I don't understand, because that specifically

16 says that's the intended – all right – for an

17 intense mix of residential and nonresidential uses

18 with promoting capability infill development and the

19 separation of urban and suburban uses. Allowable

09:41 20 uses is retail services, light industrial.

21 Now, there's two sections of the code that

22 address the separation between uses under 1.1.9,

23 buffering that requires buffering between

24 commercial and residential uses. And under 7.01.06

25 is buffering between zoning districts. Well, the

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1 property, obviously, would require buffering.
 2 And if you look at the map of it, there's an
 3 existing treeline around the entire property
 4 screening this property from the residential views.
 5 So I differ with staff that this would be consistent
 6 rather than their finding it not being consistent.
 7 They also find that under – it is consistent
 8 with FLU 1.5.3. So their findings with two out of
 9 the three criteria being consistent.
 09:43 10 Under Criterion (2), this – their findings
 11 that it is not consistent but the property qualifies
 12 for an infill development and, therefore, the Board
 13 can exempt this requirement since it does qualify
 14 for infill development.
 15 Under Criterion (3), they say it's not
 16 compatible. We have – if you'll look at the zoning
 17 map on that thing, the only residential is around
 18 this property, itself. Everything else is either
 19 zoned C-1 or C-2 or industrial. This is directly
 09:44 20 across the street from property that is presently
 21 zoned industrial. So I tend to differ with their
 22 findings on that. There's only six residential lots
 23 that actually abuts this property. Again,
 24 everything else is zoned commercial or industrial.
 25 Under Criterion (4), they find that there's
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1 been some zoning changes, and that these changes
 2 should not negatively impact the amendment of the
 3 property.
 4 Criterion (5), there's no natural environmental
 5 problems.
 6 Criterion (6), is development patterns. And,
 7 again, the surrounding property is either C-1, C-2
 8 and industrial. The other residential is
 9 surrounding my piece there. When I developed that
 09:45 10 property, I just reserved this area for commercial
 11 use, not realizing that R-2 might be a detriment for
 12 me down the road. But, again, there's only six lots
 13 abutting this property. And they can't be seen from
 14 the property with the natural tree growth that's
 15 there now. I fail to see how that can be a
 16 detriment.
 17 Any questions you may have.
 18 MR. TATE: We'll answer questions or ask
 19 questions at a later point. Is that all you have as
 09:45 20 far as presentation?
 21 MR. PRIDGEN: Yes.
 22 MR. TATE: Okay. Staff, do you have any
 23 cross-examination? At that point we'll move to the
 24 staff's presentation.
 25 MR. FISHER: We would also like to make a
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1 correction on the cover page of the staff's findings
 2 under the Future Land Uses as NUU. That should be
 3 commercial, C, commercial.
 4 Staff's findings. From C-1, Retail Commercial
 5 District, to C-2, General Commercial and Light
 6 Manufacturing District. Under Criterion (1),
 7 consistent with the Comprehensive Plan.
 8 Staff finds the proposed amendment to C-2 is
 9 consistent with the intent and purpose of the Future
 10 Land Use category Mixed-Use Urban as stated in CPP
 11 Future Land Use 1.1.1 because the proposed use of
 12 the property is one permitted under Mixed-Use Urban
 13 FLU.
 14 The proposed amendment is not consistent with
 15 the intent and purpose of the Future Land Use
 16 category Mixed-Use Urban as stated in CPP Future
 17 Land Use 1.3.1. The abutting existing land uses are
 18 single family residential in an R-2 zoning, a major
 19 less intensity zoning, therefore, not providing good
 20 separation between the existing zonings. The
 21 proposed amendment is consistent with the intent of
 22 CPP Future Land Use 1.5.3 that promotes for the
 23 efficient use of existing public roads, utilities
 24 and service infrastructure; the proposed amendment
 25 also encourages redevelopment of an underutilized
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1 property.
 2 Criterion (2), consistent with the Land
 3 Development Code. Findings: The proposed amendment
 4 is not consistent with the general commercial and
 5 light manufacturing uses locational criteria
 6 requirements. The parcel is not located at or
 7 in proximity to intersections of arterial/arterial
 8 roadways or along an arterial roadway
 9 within one quarter of a mile of the intersection, as
 10 stated in the Escambia County Land Development Code
 11 (LDC 7.20.06.), also, per LDC 7.20.06.B.1, it does
 12 not meet the criteria. The subject parcel abuts six
 13 R-2 zoned single family residents. The applicant
 14 submitted a compatibility analysis with the
 15 application to request an exemption to the roadway
 16 requirements based on infill development (LDC
 17 7.20.03.B). The article defines infill development
 18 as an area where over 50 percent of a block is
 19 either zoned or used for commercial development.
 20 This article also defines a block as the road
 21 frontage on one side of a street between two public
 22 rights-of-way. There are three properties in the
 23 block currently zoned as follows: Two are zoned R-2
 24 and one is zoned C-1. The existing commercial zone
 25 property C1 represents 63 percent of the overall
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1 zoning of the identified block, which does meet the
 2 infill development requirements as stated in LDC
 3 7.20.03.B., therefore the Planning Board may
 4 consider a waiver to the roadway requirements as
 5 specified in LDC 7.20.02.B.
 6 When applicable, further review from the
 7 Development Review Committee (DRC) will be needed to
 8 ensure the buffering requirements and other
 9 performance standards have been met, should this
 10 amendment be granted.
 11 Criterion (3).
 12 MR. KERR: Excuse me, John. Mr. Chairman, if
 13 we may. In light of the fact that we need to amend
 14 the Criterion Number 1 because of a mistake in the
 15 Future Land Use, I would like to ask that you give
 16 us about five minutes in order to make that
 17 correction. It was noted that the verbiage that was
 18 – the explanation was still tied to mixed use, to
 19 mixed use urban, and I think we just need to clarify
 09:50 20 that the criteria – or rather the staff analysis
 21 would be the same for commercial or for – as well
 22 as it was for mixed use. So if I could ask for five
 23 minutes.
 24 MR. TATE: Understood. Mr. Pridgen, no problem
 25 if we make that amendment?
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1 MR. PRIDGEN: No.
 2 MR. TATE: Thank you. We'll go ahead and
 3 recess for a few minutes.
 4 (Break.)
 5 MR. TATE: All right. I believe we're ready to
 6 call the meeting back to order. Just give everybody
 7 a moment to find their seats.
 8 Thank you for your patience this morning as we
 9 make this amendment to the package. I would like to
 10:00 10 ask staff to read the change, and then once this
 11 change has been read, I would like to ask the Board
 12 for a motion to accept this change into the package,
 13 with concurrence, as well, with the applicant.
 14 MR. KERR: Thank you, Mr. Chairman. John, if
 15 you will read it.
 16 (Presentation by John Fisher.)
 17 MR. FISHER: Z-2011-15. Criterion (1),
 18 consistent with the Comprehensive Plan. The
 19 findings and the change. The proposed amendment to
 20 C-2 is consistent with the intent and purpose of the
 21 Future Land Use Commercial as stated in CPP Future
 22 Land Use 1.1.1 because the proposed use of the
 23 property is one permitted under Commercial Future
 24 Land Use.
 25 The proposed amendment is not consistent with
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1 the intent and purpose of CPP Future Land Use 1.3.1,
 2 the abutting existing land uses are single family
 3 residential in an R-2 zoning, a major less intensity
 4 zoning, therefore, not providing good separation
 5 between the existing zonings. The proposed
 6 amendment is consistent with the intent of CPP
 7 Future Land Use 1.5.3 promoting the efficient use of
 8 existing public roads, utilities and service
 9 infrastructure; the proposed amendment also
 10 encourages redevelopment of an underutilized
 11 property.
 12 MR. BARRY: Mr. Chairman, I have a quick
 13 question. Was the deleted reference to the Future
 14 Land Use category commercial as stated in CPP FLU
 15 1.3.1, was that intentional or was that misread?
 16 MR. KERR: No, that was intentional. CPP 1.3.1
 17 covers all of the future land uses and the
 18 commercial future land use. This is a little
 19 difficult question, but the commercial future land
 10:02 20 use does not specifically address – it does allow
 21 for residential but does not specifically address
 22 separation. However, there's a general statement in
 23 there that does, and also with mixed use urban,
 24 there are also considerations for separation.
 25 MR. BARRY: So the view is that it's not
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1 consistent even though it's not referenced? Even
 2 though there's a reference –
 3 MR. KERR: I would say it's not consistent with
 4 the total policy because all of that policy includes
 5 all of those issues or all of the land uses and it
 6 does about the frontage.
 7 MR. BARRY: I'll make the motion to adopt the
 8 changes as they're submitted as the County's
 9 package.
 10:03 10 MS. DAVIS: I second it.
 11 MR. TATE: Before we take a vote on that, I
 12 want to make sure the applicant understands the
 13 changes that we made and whether or not you have any
 14 questions on those before we take a vote.
 15 MR. PRIDGEN: Are you stating that –
 16 MR. TATE: Would you come to the microphone.
 17 MR. PRIDGEN: Am I to understand that your
 18 findings on it is consistent for 1.1.1?
 19 MR. KERR: That's correct.
 10:04 20 MR. PRIDGEN: And then it's still not
 21 consistent for 1.3.1?
 22 MR. KERR: That's correct.
 23 MR. PRIDGEN: But is it for 1.5.3?
 24 MR. KERR: Yes.
 25 MR. TATE: It was the wording around that that
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1 was changed by the findings and steps.
 2 MR. PRIDGEN: Okay. I have no problem with
 3 that.
 4 MR. TATE: Thank you. We have a motion. Do we
 5 have a second?
 6 MS. DAVIS: I second.
 7 MR. TATE: We had a second already. All those
 8 in favor please raise your right hand.
 9 (Board members vote.)
 08:35 10 MR. TATE: The motion passes.
 11 MR. KERR: Thank you for your patience.
 12 MR. TATE: All right. Staff are you ready?
 13 MR. FISHER: I'll continue on back to Criterion
 14 (3), compatible with surrounding uses.
 15 Findings: The proposed amendment is not
 16 compatible with surrounding existing uses in the
 17 area. Within the 500 foot radius impact area, staff
 18 observed three zoning districts, C-1, R-2 and ID-1.
 19 There is one commercial property zoned C-1 that is
 20 single family and three vacant ID-1 properties. The
 21 majority of the surrounding uses within the 500 foot
 22 area are of a residential nature. There are 60
 23 single family residences in the following
 24 subdivisions: Pine Springs Estates (Unit 1), Plat
 25 Book 9, Page 95, Pine Springs Estates (Unit 20) Plat
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1 Book 10, Page 63, and Phoenix Trail, Plat Book 12,
 2 Page 86., therefore, the proposed amendment is not
 3 compatible with the surrounding existing residential
 4 uses in the area.
 5 Criterion (4), changed conditions.
 6 Findings: Staff found within the 500 foot
 7 impact area there was rezoning case Z-2007-45 on
 8 2480 Interstate Circle. The request to rezone from
 9 R-3 to C-2 was approved on October 2nd, 2008. This
 10:05 10 change should not negatively impact the amendment or
 11 properties.
 12 Criterion (5), effect on natural environment.
 13 Findings: According to the National Wetland
 14 Inventory, wetlands and hydric soils were not
 15 indicated on the subject property. When applicable,
 16 further review during the Development Review
 17 Committee (DRC) process will be necessary to
 18 determine if there would be any significant adverse
 19 impact on the natural environment.
 10:06 20 Criterion (6), development patterns.
 21 The proposed amendment would not result in a
 22 logical and orderly development pattern. The
 23 property is located along a collector road in a
 24 predominately zoned R-2 residential area. The
 25 permitted uses of the C-2 zoning districts are not
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1 of a comparable intensity of the surrounding uses
 2 and the property does not meet locational criteria
 3 for commercial development.
 4 And that concludes staff's finding.
 5 MR. TATE: Thank you. At this time we'll open
 6 this to public comment. For those members of the
 7 public who wish to speak on this matter, please note
 8 that the Planning Board bases its decisions on the
 9 criterion exceptions described in Section 2.08.2.D
 09:37 10 of the Escambia County Land Development Code.
 11 During its deliberations, the Planning Board will
 12 not consider general statements of support or
 13 opposition. Accordingly, please limit your
 14 testimony to the criterion exceptions described in
 15 Section 2.08.02.D.
 16 Please also note that only those individuals
 17 who are present and give testimony on the record at
 18 this hearing before the Planning Board will be
 19 allowed to speak at subsequent hearings before the
 09:06 20 Board of County Commissioners.
 21 I do have a list of those who have signed up.
 22 Some of you have not indicated whether or not you
 23 want to speak, so I'll call your name and you may
 24 come forward to the microphone, if you would like
 25 to. If not, just notify by waving your hand at me.
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1 Liza Kiesling.
 2 (Public Comment by Liza Kiesling.)
 3 MS. KIESLING: Yes. My husband and I are both
 4 signed to speak.
 5 MR. TATE: And Jim Kiesling?
 6 MS. KIESLING: Yes, sir.
 7 MR. TATE: Would y'all like to speak?
 8 MR. KIESLING: Yes.
 9 MR. TATE: Please come to the microphone.
 10:08 10 State your name and address for the record and be
 11 sworn in.
 12 MS. KIESLING: My name is Liza Kiesling. My
 13 address is 2211 Kingfisher Court, Pensacola,
 14 Florida. And I wanted to speak on the record today.
 15 (Whereupon, Liza Kiesling was sworn.)
 16 MS. KIESLING: I wanted to speak on the record
 17 today so it would be – I would be able to speak in
 18 the next meeting should I desire to. And my husband
 19 is primarily going to speak today. And I'll let him
 10:08 20 go ahead.
 21 MR. TATE: Please state your name.
 22 (Public Comment by James A. Kiesling.)
 23 MR. KIESLING: James A. Kiesling. 2211
 24 Kingfisher Court.
 25 (Whereupon, Mr. James Kiesling was sworn.)
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1 MR. KIESLING: Okay. Now, dealing with the
2 criteria, the Comprehensive Plan. I don't how far
3 back the staff goes, but this land used to be R-2.
4 Then Mr. Pridgen tried to change it to C-2.

5 This is the second time I've been before this
6 board. And the reason why is because at that time
7 – I realize he can't talk about what he's going to
8 do in the future, but his plan in the past was to
9 build a light manufacturing cement factory back
10 there. And our whole neighborhood stood up and
11 said, this is crazy because we're right next to that
12 manufacturing location. So we had to fight against
13 this before and now we're here again.

14 So what I'm asking is is that the Comprehensive
15 Plan goes back to – back to 1980 or even back to
16 the seventies when he originally put together that
17 land. And you're going to find out that there's a
18 progression of going from R-2 to C-1 and now C-2.
19 So if you're just comparing C-1 to C-2, that's not a
20 full picture. You need to look at the full picture
21 of everything going on.

22 Now, consistent with the surrounding use,
23 Number C. If you can bring up the pictures, the
24 satellite photos. Okay. One more back. Stop right
25 there. And my house, looking from the right, it's

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1 one, two, three – it's the one with the pool in the
2 backyard. The next one over, right there. Now, I
3 can sit in my backyard and look at this full piece
4 of land.

5 The other thing about it is, go back to the
6 pictures that were taken of the land, you know –
7 keep on going. There you go. Now, you look at
8 this. This looks like this big open space, this big
9 open area that making a manufacturing place would be
10 wonderful.

11 Hit on a couple more pictures. See how much
12 space that is. You're in a big open area. You're
13 away from everything. Keep on going. This is all
14 misleading. If you ever go to that area you'll find
15 out that this particular – go back to the map,
16 please. There you go. All right. As you can see,
17 this is a cornerstone of the neighborhood. When
18 you're going on Detroit Boulevard, either you drive
19 to Kingfisher Way or (inaudible) and this is the
20 corner place.

21 And while we're on this map, he mentioned that
22 there are only six homes that are adjacent to that.
23 But, you know, he's just counting along his property
24 line. That whole neighborhood is adjacent to it.
25 The whole neighbor participates in that area.

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1 If you go to Pine Springs Estates, it's a very
2 close community. It's a wonderful community. It's
3 very safe. You go in one direction and out the
4 other. It's all single family homes. A lot of
5 young families are there. A lot of children are
6 there. And as you can see in this map, it's very
7 consistent with a very high density of R-2 homes.

8 Now, go back to the map again. And so he
9 mentioned about this buffering area. Well, yes,
10 there's some trees between my lot and his lot, but
11 they were all filtered out by Ivan. And they're all
12 knocked down real low. So the idea of this large
13 massive plant growth between these – and, again,
14 your pictures, your photographs are misleading. If
15 you go there you'll see that – or stand in my
16 backyard, you can see that this whole area is open.

17 And before he decided to clean the whole area
18 up – he cleaned it up after Ivan, but he had all
19 sorts of hard equipment, tractor trailers, he had
20 dump trucks. He had broken-down heavy equipment.
21 It was just an eyesore. Thank God, he's cleaned it
22 up.

23 But the point is, he's got this constant plan
24 going on. He wants to build a manufacturing zone in
25 a neighborhood. That's what we're talking about,
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1 the criteria of light manufacturing.

2 Now, I mentioned that the Pine Springs Estates
3 is a very safe and quiet community. And once you
4 put a manufacturing zone in the backyard of this
5 community, you've got all the noise. In the past he
6 was talking about doing a cement factory. But
7 what's behind this – if you drive down Blue Jay,
8 you will find a number of homes that Mr. Pridgen has
9 made out of a prefab concrete wall. And what he
10 does is he takes Styrofoam and he pours it into a
11 form and he makes a large cement wall, which is and
12 excellent idea. I'm sure he's made some wonderful
13 homes. And I'm all for that. It's a very good idea
14 to manufacture homes, but not in my backyard. Take
15 this out to the far woods somewhere that nobody will
16 be affected when you bring in dump trucks and you
17 pour out cement and the dust and the dirt and all
18 that other stuff that comes in. It's going to go
19 right in my swimming pool, right in my back yard.

20 Now, that's what was decided in the past. That
21 was what his plan was in the past. I do not – I
22 cannot speak to what he's doing in the future
23 because I don't know that nor can you vote on that.
24 But the point is, we're talking about light
25 manufacturing. And whatever the criteria of light
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1 manufacturing is, it's not conducive towards a
 2 neighborhood single home families.
 3 Now, also what this would do is reduce our
 4 property values. Now, again, if I'm trying to sell
 5 my home, people have either one way to get in on way
 6 side of the property, or another way on the other
 7 side of the property. The whole property value of
 8 that whole neighborhood would go down because all of
 9 a sudden we're down now to a manufacturing zone.

10:14 10 That's what people see when they drive into our
 11 subdivision, if this is what it's going to be.

12 Okay. Now, environmental. I'm sorry that the
 13 Board did not find this, but there's a pond right
 14 there. Right there there's a pond. Now, the pond
 15 was put in by Escambia County. And that's basically
 16 a drainage area so that if the neighborhood floods
 17 the water will go down the creek and into the pond.
 18 I'm actually a partial owner of that creek because
 19 the way my property was purchased.

10:15 20 But children go into that pond and they catch
 21 crawdads, they catch minnows. Children play in the
 22 neighborhood. So what's happening now is you're
 23 talking about making a light manufacturing area next
 24 to a pond that - I'm not saying it's going to
 25 happen, but potentially it could be polluted. There

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1 could be dangerous materials that creep into that
 2 pond which endangers children and young families.

3 And the other thing about it is the fact that
 4 there's many children in that whole subdivision -
 5 and children are children, they're going to explore,
 6 they're going to go places they're not supposed to.
 7 Even though Mr. Pridgen might put up a big wall
 8 fence, children can get into those areas and some
 9 children could get hurt because of the zoning of
 10 that particular area.

10:15 11 I'm not against him doing light manufacturing.
 12 He can do it anywhere else he wants, but please not
 13 in my backyard.

14 So there's a large environmental - you need to
 15 look into the environmental impact. Even though
 16 it's not been zoned as a wetland, there a pond right
 17 there. And people drive off Detroit Boulevard and
 18 they throw their fishing rods in there and they
 19 catch fish in that pond. So we want that pond not
 20 to be polluted.

10:16 21 Now, the overall developing pattern. Again,
 22 it's all about perspective. My perspective is I'm a
 23 homeowner. I have lived in this house since 1984.
 24 I bought it in December of 1984. We will soon have
 25 it paid off in 2012. We've been there for over 15,

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1 16 years. We're probably going to retire there. We
 2 see families come in and out. It's a wonderful
 3 place for young military families to buy a home and
 4 to enjoy - it's not a high rent district, but it's
 5 - but the point is, is that our perspective is a
 6 community. And Mr. Pridgen's perspective, he looks
 7 at it as a manufacturing point of view, or a
 8 construction point of view, because he owns the
 9 property and he wants to do something with it.

10:17 10 If you look back at Mr. Pridgen's original plan
 11 for Pine Springs Estates, if you go back in time to
 12 the records where he originally proposed to build
 13 that subdivision, this land was supposed to be a
 14 common area for the neighborhood. It was supposed
 15 to be a place where you could maybe have a pool or
 16 maybe have a meeting zone. Maybe like Milestone
 17 where they have essential areas and things like
 18 that. That's what was part of his original plan.
 19 But over time he's gone from R-2 to C-1 now to C-2.

10:17 20 Now, the fact is - we have been there, again,
 21 since 1984. And we will be there - any time this
 22 comes up we will fight this every time. Because we
 23 plan to live there until, you know, until we sell it
 24 after we retire.

25 The point is, this constantly comes up before
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1 the Board. If you'll look in your records you'll
 2 find Mr. Pridgen tries to change this zone every so
 3 many years, and he does that because he's expecting
 4 homeowners to move out. And no one has the past
 5 history.

6 And so as you can imagine - can you go back to
 7 the criteria again. Okay. So I'm against the
 8 development patterns. The patterns are not
 9 necessarily - they're not taking into effect the
 10 neighborhood and all of the houses that are back
 11 there. And the streets, there are only two streets
 12 that are adjacent to this property.

10:18 13 The effects on natural environment. There's
 14 pools, there are streams and there's areas that
 15 children can play.

16 Changing condition. Look back in the past
 17 where he's changed it from an R-2 to a C-1, to now a
 18 C-2. He's asking for a C-2.

10:19 19 Compatible with the surrounding use. Yes,
 20 there are some industrial areas across the street,
 21 but we're not talking about across the street. We
 22 are talking about right next door to a subdivision.
 23 My backyard, I can touch his land from my backyard.

24 Consistent with the Land Development Code.
 25 That's up to you. And then consistent with
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1 Comprehensive Plan. Please go back to the seventies
 2 and see what he's done over all these years. This
 3 is his land, his property. He's developed the
 4 subdivision and now he's changing it on us. He
 5 created this wonderful subdivision. People have
 6 bought into it. We've got all these homes back
 7 there. And now he wants to build a light
 8 manufacturing plant because it's to his benefit and
 9 not to ours.

10:19 10 So please go back and look at your records and
 11 find out all the times he's tried to change this
 12 land over time. Thank you.

13 MR. TATE: Thank you.

14 MR. KIESLING: Thank you.

15 MR. TATE: Elizabeth Johnson.

16 (Public Comment by Elizabeth Johnson.)

17 MS. JOHNSON: Hi. I'm Elizabeth Johnson. I'm
 18 at 8506 Kingfisher Way, Pensacola.

19 (Whereupon, Ms. Elizabeth Johnson was sworn.)

10:20 20 MS. JOHNSON: When you were showing the
 21 property that's surrounding – the aerial view. My
 22 house is actual the very first house on the left
 23 side. I'm on the corner of Kingfisher Way and
 24 Detroit. And as far as the buffering around, I see
 25 the property perfectly. It is a dump. And I see

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1 people dumping in it. And I have reported that
 2 several times, about the fact that, you know, people
 3 seem to think it's a dump because it looks that way.
 4 It's not mowed. It's not kept up.

5 We tend to have, apparently, a lot of wildlife
 6 coming from there because we've had some snakes and
 7 stuff.

8 I agree with the previous person that was
 9 talking. If there is any type of industrial, like
 10:21 10 cement or anything there, I will have to move – and
 11 I probably will lose a lot money because my house
 12 won't be worth anything – because I have breathing
 13 problems. And if they have dust and everything
 14 floating up have from there, I can't live there.

15 I don't know what else to say. But it is
 16 misleading, the pictures that you see, because more
 17 than half of the year the property is very visible.

18 Because, I mean, we don't have leaves in our trees
 19 all the time. I mean, during the springtime when
 10:21 20 the leaves and everything is blooming you can't see
 21 as much, but you can still see it.

22 We have had problems with transients. There's
 23 a trailer that's on the lot. For a while there it
 24 had doors on it. We had problems with transients
 25 being in there. People will actually pull in there

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1 park and sleep over night there.

2 So, I mean, it doesn't need to be commercial
 3 because that will just invite more of it in, because
 4 I know that's what a lot of people tend to do. I'm
 5 against it completely changing. I would prefer it
 6 to go to a residential status so that we could build
 7 houses there, somebody could build a house there.
 8 Because it is a nice neighborhood to live in. But
 9 if you put something in there, and that's what
 10:22 10 people see when they come in, they're not going to
 11 buy our houses. The property value is already low
 12 right now due to the economy, but it will go even
 13 lower with what goes in there if it's not pleasing
 14 to the eye, basically.

15 MR. TATE: Okay. Thank you for your time.

16 Elaine Chilson. Please state your name and
 17 address for the record and be sworn in.

18 (Public Comment by Elaine Chilson.)

19 MS. CHILSON: My name is Elaine Chilson, 8557
 10:23 20 Blue Jay Way.

21 (Whereupon, Ms. Elaine Chilson was sworn.)

22 MS. CHILSON: My questions are about property
 23 values. That's going to take our property values
 24 downward. And it might even go so far as to raise
 25 property taxes. That is something that we don't

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1 need. The gentleman who spoke for me covered a wide
 2 area of what we're up against out there. And I
 3 appreciate his talk very much. It was good, I
 4 thought. But I don't want this. Mr. Pridgen should
 5 if – he should go ahead with his residential area.
 6 Sell it and make homes there. That's what I think
 7 should happen. And I'm hoping that that's what will
 8 happen.

9 MR. TATE: Okay. Thank you. Is there anybody
 10:24 10 else from the general public who wishes to speak on
 11 this matter?

12 At this time we'll close the presentation to
 13 public input. Board Members, do you have any
 14 questions for the applicant, staff or members of the
 15 public?

16 MS. DAVIS: I have a question for the staff.
 17 About how many acres are we talking about here? Did
 18 y'all say 3.8 or something like that?

19 MR. FISHER: That's correct, 3.8.

10:25 20 MR. TATE: Any other questions?

21 MR. BARRY: Can you scroll to the existing use
 22 map. Thank you.

23 MR. TATE: Any other questions or comments by
 24 the Board? If not, is the Board ready to –

25 MR. GOODLOE: Mr. Chairman.

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1 MR. TATE: Go ahead.
 2 (Motion and Vote by the Board.)
 3 MR. GOODLOE: I would like to make a
 4 recommendation. I move to recommend denial of the
 5 zoning application to the Board of County
 6 Commissioners and adopt the Findings-of-Fact
 7 provided in the rezoning hearing package as Exhibit
 8 Z-2001-15.
 9 MS. DAVIS: I second that.
 10:26 10 MR. TATE: We have a motion, we have a second.
 11 Do we have any other discussion by members of the
 12 Board? At this time I'll ask, all those in favor of
 13 the motion to please raise your right hand.
 14 (Board members vote.)
 15 MR. TATE: All those opposed.
 16 (Mr. Barry.)
 17 MR. TATE: Motion passes. Thank you for your
 18 time. At this time the rezoning hearing meeting is
 19 adjourned.
 20 (WHEREUPON, the rezoning hearings concluded.)
 21
 22
 23
 24
 25

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1 CERTIFICATE OF REPORTER
 2
 3 STATE OF FLORIDA
 4 COUNTY OF ESCAMBIA
 5
 6 I, JAMES M. TAYLOR, Court Reporter and Notary
 7 Public at Large in and for the State of Florida, hereby
 8 certify that the foregoing Pages 2 through 65 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 August 18, 2011.
 18
 19

 JAMES M. TAYLOR

20
 21
 22
 23
 24
 25

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<p>lived [1] - 58:23 living [3] - 13:5, 15:24, 32:9 Liza [5] - 2:14, 52:1, 52:2, 52:12, 52:15 LLOYD [1] - 1:18 located [6] - 4:21, 19:9, 21:7, 21:19, 44:6, 50:23 Location [2] - 9:2, 37:2 location [4] - 7:7, 10:6, 38:5, 53:12 locational [5] - 10:22, 19:7, 38:25, 44:5, 51:2 locations [1] - 10:4 logical [7] - 7:4, 14:12, 15:9, 21:18, 29:6, 35:11, 50:22 LONG [1] - 1:19 look [17] - 13:10, 13:13, 15:25, 17:15, 17:17, 33:2, 41:2, 41:16, 53:20, 54:3, 54:7, 58:15, 59:10, 60:1, 60:16, 61:10 looked [1] - 12:22 looking [19] - 11:5, 11:6, 11:7, 11:8, 15:12, 15:15, 17:11, 17:17, 39:4, 39:5, 39:6, 39:7, 39:8, 39:9, 39:10, 53:25 looks [3] - 54:8, 59:6, 62:3 lose [1] - 62:11 low [2] - 55:12, 63:11 lower [1] - 63:13</p>	<p>56:1, 56:4, 56:25, 57:1, 57:9, 57:23, 58:11, 59:7, 61:8 Manufacturing [3] - 37:12, 38:23, 43:6 map [22] - 10:24, 11:1, 11:10, 11:11, 13:10, 13:12, 21:4, 28:2, 28:6, 30:7, 30:18, 31:1, 38:25, 39:1, 39:12, 41:2, 41:17, 54:15, 54:21, 55:6, 55:8, 64:22 maps [4] - 7:8, 10:17, 28:18, 38:18 Maps [4] - 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20:12, 45:7 negatively [2] - 42:2, 50:10 neighbor [1] - 54:25 Neighborhood [1] - 9:11 neighborhood [12] -</p>
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REZONING CASE: Z-2011-15

August 8, 2011

I. SUBMISSION DATA:

BY: Harold Pridgen, Owner
PROPERTY REFERENCE NO.: 12-1S-31-3102-001-003
PROJECT ADDRESS: 2240 West Detroit Blvd
FUTURE LAND USE: ~~MU-U, Mixed-Use Urban C,~~
Commercial
COMMISSIONER DISTRICT: 5
BCC MEETING DATE: September 1, 2011

II. REQUESTED ACTION:

REZONE

FROM: C-1 Retail Commercial district
(cumulative) (25 du/acre)

TO: C-2, General Commercial and Light
Manufacturing 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)
- (5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the Proposed amendment is consistent with the Comprehensive Plan.

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

CPP FLU 1.3.1 Future Land Use Categories. ~~The Mixed-Use Urban (MU-U) Commercial (C) 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. Allowable uses are residential, retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development.~~ The minimum residential density is ~~3.5~~ 0 dwelling units per acre with the maximum residential density of 25 dwelling units per acre.

FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to C-2 **is consistent** with the intent and purpose of Future Land Use category ~~Mixed-Use Urban~~ Commercial as stated in **CPP FLU 1.1.1** because the proposed use of the property is one permitted under ~~Mixed-Use Urban~~ Commercial FLU.

The proposed amendment **is not consistent** with the intent and purpose of Future Land Use category ~~Mixed-Use Urban~~ Commercial as stated in **CPP FLU 1.3.1**, the abutting existing land uses are single family residential in an R-2 zoning a major less intensity zoning therefore not providing good separation between existing zonings.

The proposed amendment **is consistent** with the intent of **CPP FLU 1.5.3** promoting the efficient use of existing public roads, utilities and service infrastructure; the proposed amendment also encourages redevelopment of an underutilized property.

CRITERION (2)

Consistent with The Land Development Code.

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

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

LDC 6.05.16. C-2 General commercial and light manufacturing district (cumulative). This district is composed of certain land and structures used to provide for the wholesaling and retailing of commodities and the furnishing of several major services and selected trade shops. The district also provides for operations entailing manufacturing, fabrication and assembly operations where all such operations are within the confines of the building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare. Outside storage is allowed with adequate screening being provided (see section 7.01.06.E.). Characteristically, this type of district occupies an area larger than that of the C-1 retail commercial district, is intended to serve a considerably greater population, and offers a wider range of services. The maximum density for residential uses is 25 dwelling units per acre.

All general commercial and light manufacturing (C-2) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in Article 7.

B. Permitted uses.

1. Any use permitted in the C-1 district.
2. Amusement and commercial recreational facilities such as, but not limited to, amusements parks, shooting galleries, miniature golf courses, golf driving ranges, baseball batting ranges and trampoline centers.
3. Carnival-type amusements when located more than 500 feet from any residential district.
4. Distribution warehousing, and mini-warehouses with ancillary truck rental services.
5. New and used car sales, mobile home and motorcycle sales and mechanical services. No intrusions are permitted on the public right-of-way (see section 6.04.09).
6. Automobile rental agencies. No intrusions are permitted on the public right-of-way (see section 6.04.09).
7. Truck, utility trailer, and RV rental service or facility. No intrusions are permitted on the public right-of-way (see section 6.04.09).
8. Automobile repairs, including body work and painting services.
9. Radio broadcasting and telecasting stations, studios and offices with on-site towers 150 feet or less in height. See section 7.18.00 for performance standards.
10. Commercial food freezers and commercial bakeries.
11. Building trades or construction office and warehouses with outside on-site storage.
12. Marinas, all types including industrial.
13. Cabinet shop.

14. Manufacturing, fabrication and assembly type operations which are contained and enclosed within the confines of a building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare.
15. Commercial communication towers 150 feet or less in height.
16. Taxicab companies.
17. Bars and nightclubs.
18. Boat sales and service facilities.
19. Boat and recreational vehicle storage. (No inoperable RVs, untrailerred boats, repair, overhaul or salvage activity permitted. Storage facility must be maintained to avoid nuisance conditions as defined in section 7.07.06.)
20. Adult entertainment uses subject to the locational criteria listed below (See Escambia County, Code of Ordinances sections 18-381 through 18-392 for definitions and enforcement; additionally refer to Chapter 6, article IV, Division 2, titled "Nudity and Indecency"). However, these C-2 type uses are not permitted in the Gateway Business Districts.
 - a. Adult entertainment uses must meet the minimum distances as specified in the following locational criteria:
 - (1) One thousand feet from a preexisting adult entertainment establishment;
 - (2) Three hundred feet from a preexisting commercial establishment that in any manner sells or dispenses alcohol for on-premises consumption;
 - (3) One thousand feet from a preexisting place of worship;
 - (4) One thousand feet from a preexisting educational institution;
 - (5) One thousand feet from parks and/or playgrounds;
 - (6) Five hundred feet from residential uses and areas zoned residential within the county.
21. 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).
22. Temporary structures. (See section 6.04.16)
23. Arcade amusement centers and bingo facilities.
24. Other uses similar to those permitted herein. Determination on other permitted uses shall be made by the planning board (LPA).

LDC 7.20.06. General commercial and light manufacturing locational criteria (C-2).

- A. General commercial land uses shall be located at or in proximity to intersections of arterial/arterial roadways or along an arterial roadway within one-quarter mile of the intersection.
- B. They may be located along an arterial roadway up to one-half mile from the intersection provided that all of the following criteria are met:
 1. **Does not abut a single-family residential zoning district (R-1, R-2, V-1, V-2, V-2A or V-3);**
 2. Includes a six-foot privacy fence as part of any required buffer and develops the required landscaping and buffering to ensure long-term compatibility with adjoining uses as described in Policy 7.A.3.8 and article 7;

3. Negative impacts of these land uses on surrounding residential areas shall be minimized by placing the lower intensity uses on the site (such as stormwater ponds and parking) next to abutting residential dwelling units and placing the higher intensity uses (such as truck loading zones and dumpsters) next to the roadway or adjacent commercial properties;
4. Intrusions into recorded subdivisions shall be limited to 300 feet along the collector or arterial roadway and only the corner lots in the subdivision;
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;
6. 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.

LDC 7.20.02B Waivers, The planning board (PB) may waive the roadway requirements when determining consistency with the Comprehensive Plan and Land Development Code for a rezoning request when unique circumstances exist. In order to determine if unique circumstances exist, a compatibility analysis shall be submitted that provides competent and substantial evidence that the proposed use will be able to achieve long-term compatibility with surrounding uses as described in Comprehensive Plan Policy 7.A.3.8. Infill development would be an example of when a waiver could be recommended. Although a waiver to the roadway requirement is granted, the property will still be required to meet all of the other performance standards for the zoning district as indicated below. The additional landscaping, buffering, and site development standards cannot be waived without obtaining a variance from the board of adjustment.

LDC 7.20.03.B. *Infill development.* In areas where over 50 percent of a block is either zoned or used for commercial development, new commercial development or zoning may be considered without being consistent with the roadway requirements. The intensity of the proposed development or new zoning district must be of a comparable intensity of the zoning and development on the surrounding parcels. Typically, a block is defined as the road frontage on one side of a street between two public rights-of-way. Exceptions will be considered on a case-by-case basis and must be supported by competent and substantial evidence that the proposed rezoning will accomplish "infill" development. The evidence must show that the proposed development or rezoning will promote compact commercial development and will not promote ribbon commercial development.

LDC 7.01.06. Buffering between zoning districts and uses. Spatial relationships between C-2 zoning districts where they are adjacent to multiple-family and office districts (R-3PK, R-4, R-5, R-6, V-4, VM-1, VM-2, PUD), require a buffer and that commercial land uses, where they are adjacent to residential uses require a buffer.

FINDINGS

The proposed amendment **is not consistent with** the general commercial and light manufacturing uses locational criteria requirements. The parcel is not located at or in proximity to intersections of arterial/arterial roadways or along an arterial roadway within one-quarter mile of the intersection, as stated in the Escambia County Land Development Code (LDC 7.20.06.) Also per LDC 7.20.06.B.1 it does not meet the criteria. The subject parcel abuts six (6) R-2 zoned single family residents.

The applicant submitted a compatibility analysis with the application to request an exemption to the roadway requirements based on infill development (LDC 7.20.03.B). The article defines infill development as an area where over 50 percent of a block is either zoned or used for commercial development. This article also defines a block as the road frontage on one side of a street between two public rights-of-way. There are 3 properties in the block currently zoned as follows: two (2) are zoned R-2 and one (1) is zoned C-1. The existing commercial zone property C1 represent 63% of the overall zoning of the identified block, which **does meet** the infill development requirements as stated in LDC 7.20.03.B., therefore the Planning Board may consider a waiver to the roadway requirements as specified in LDC 7.20.02.B.

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 three (3) zoning districts, C-1, R-2 and ID-1. There is one (1) commercial property zoned C-1 that is single family and (3) vacant ID-1 properties. The majority of the surrounding uses within the 500' area are of a residential nature. There are 60 single family residences in the following subdivisions: Pine Springs Estates (Unit 1) PB 9 PG 95, Pine Springs Estates (Unit 20) PB 10 PG 63 and Phoenix Trail PB 12 PG86., therefore the proposed amendment is not compatible with the surrounding existing residential uses in the area.

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 within the 500' impact area there was rezoning case Z-2007-45 on 2480 Interstate Circle. The request to rezone from R-3 to C-2 was approved on October 2, 2008. This change should not negatively 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.

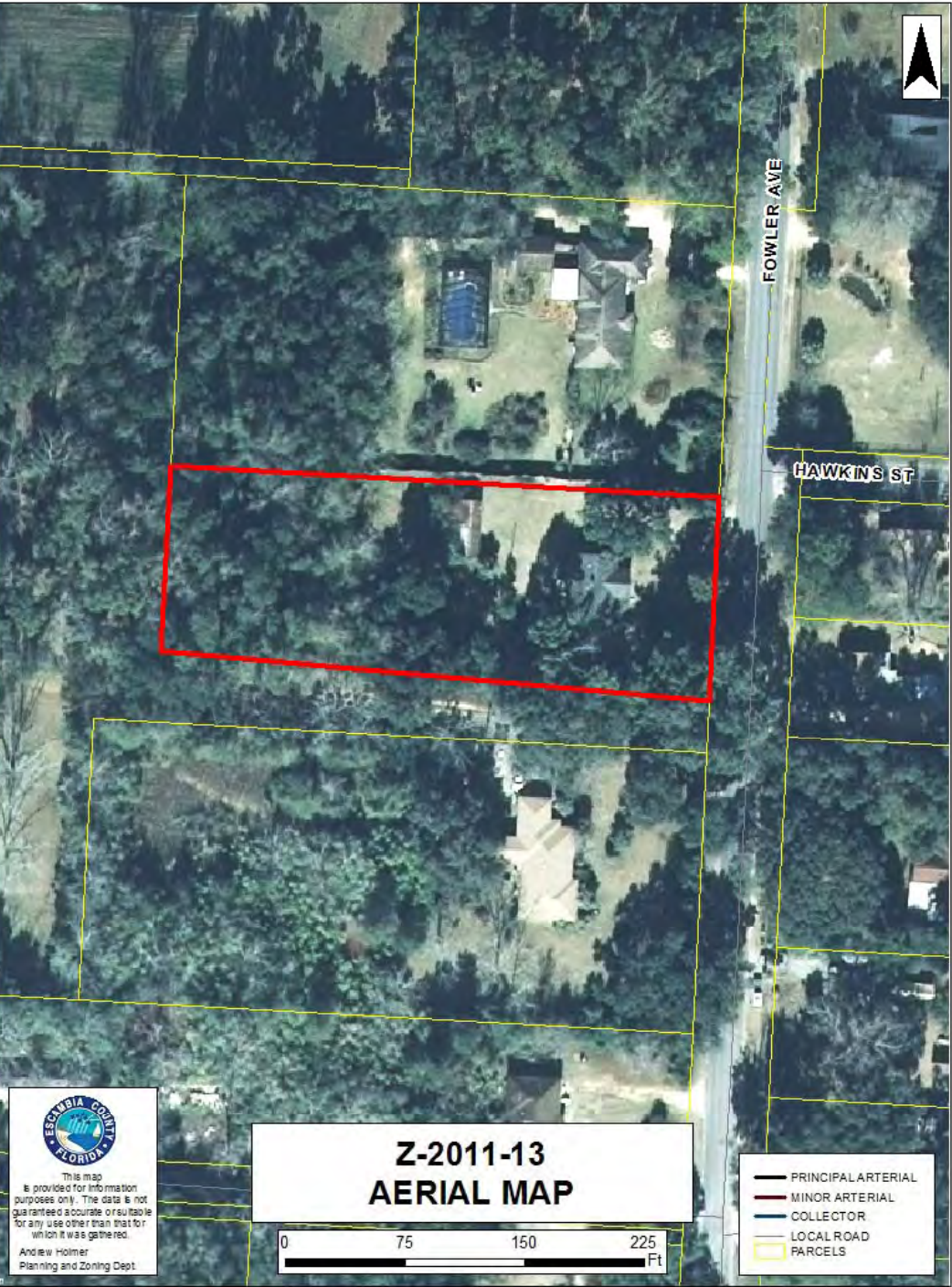
FINDINGS

The proposed amendment **would not result** in a logical and orderly development pattern. The property is located along a collector road in a predominately zoned R-2 residential area. The permitted uses of the C-2 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.

Locational/ Wetlands





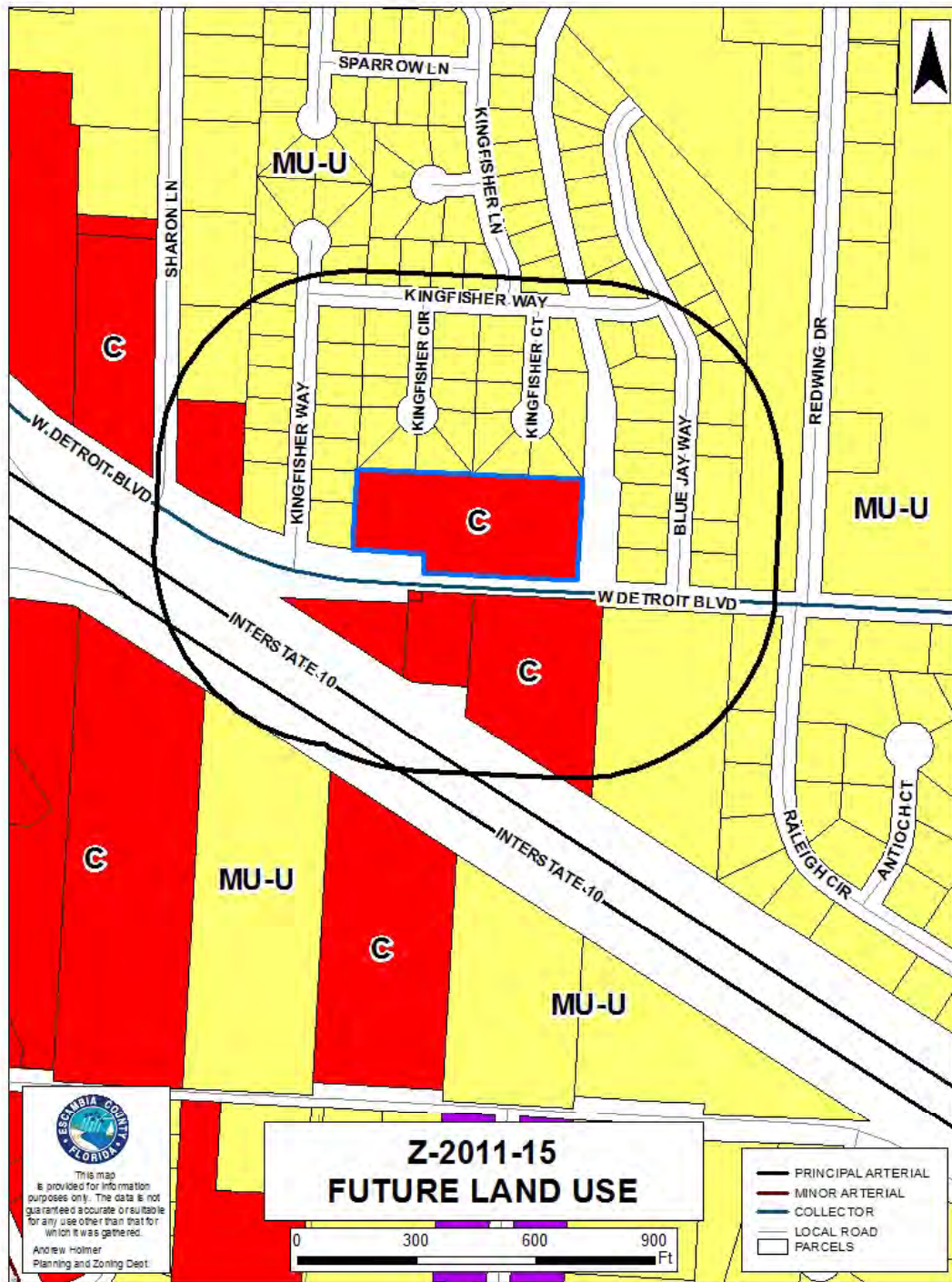
Aerial


 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-2011-13
AERIAL MAP



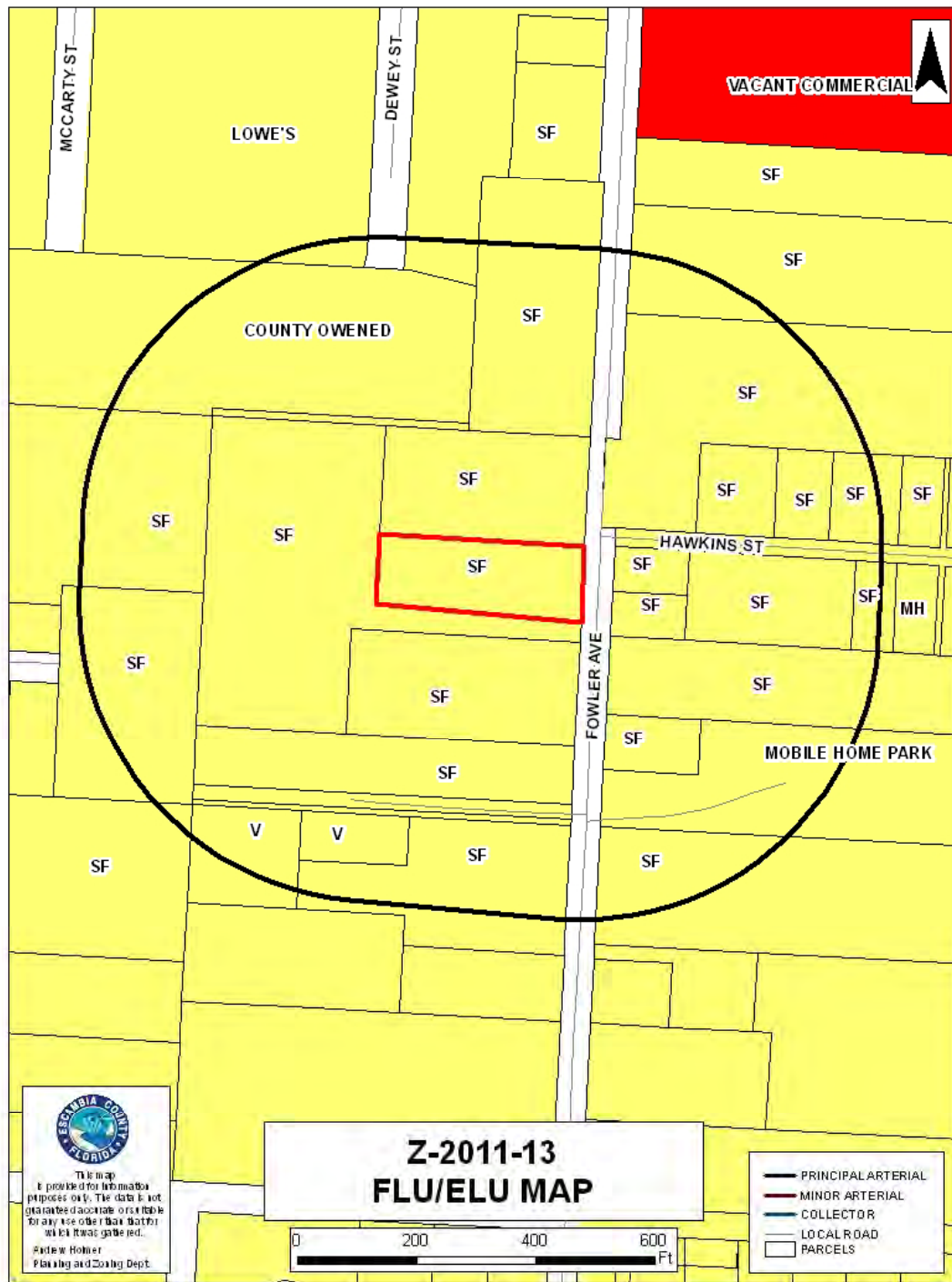
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  PARCELS



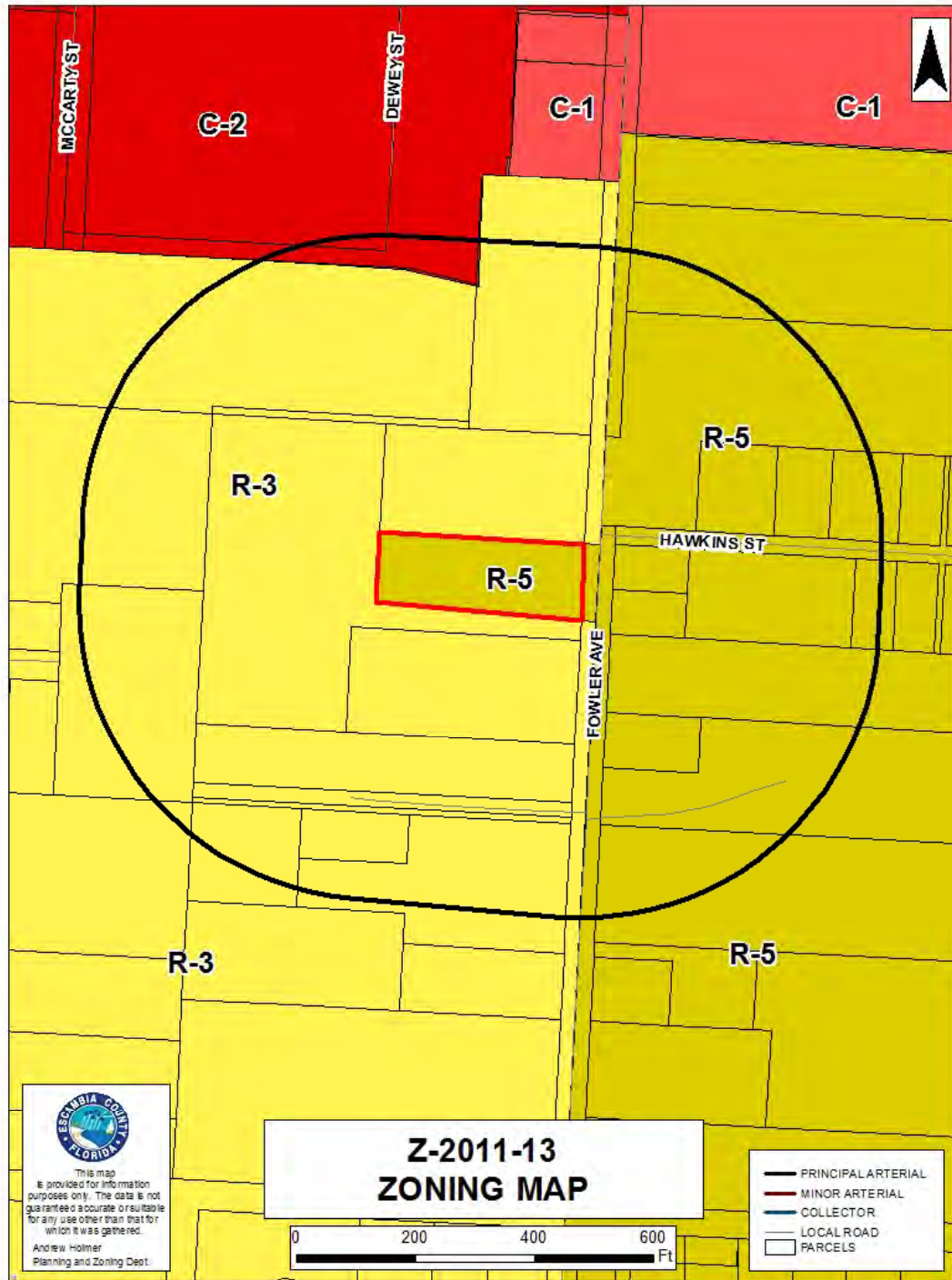
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FLU

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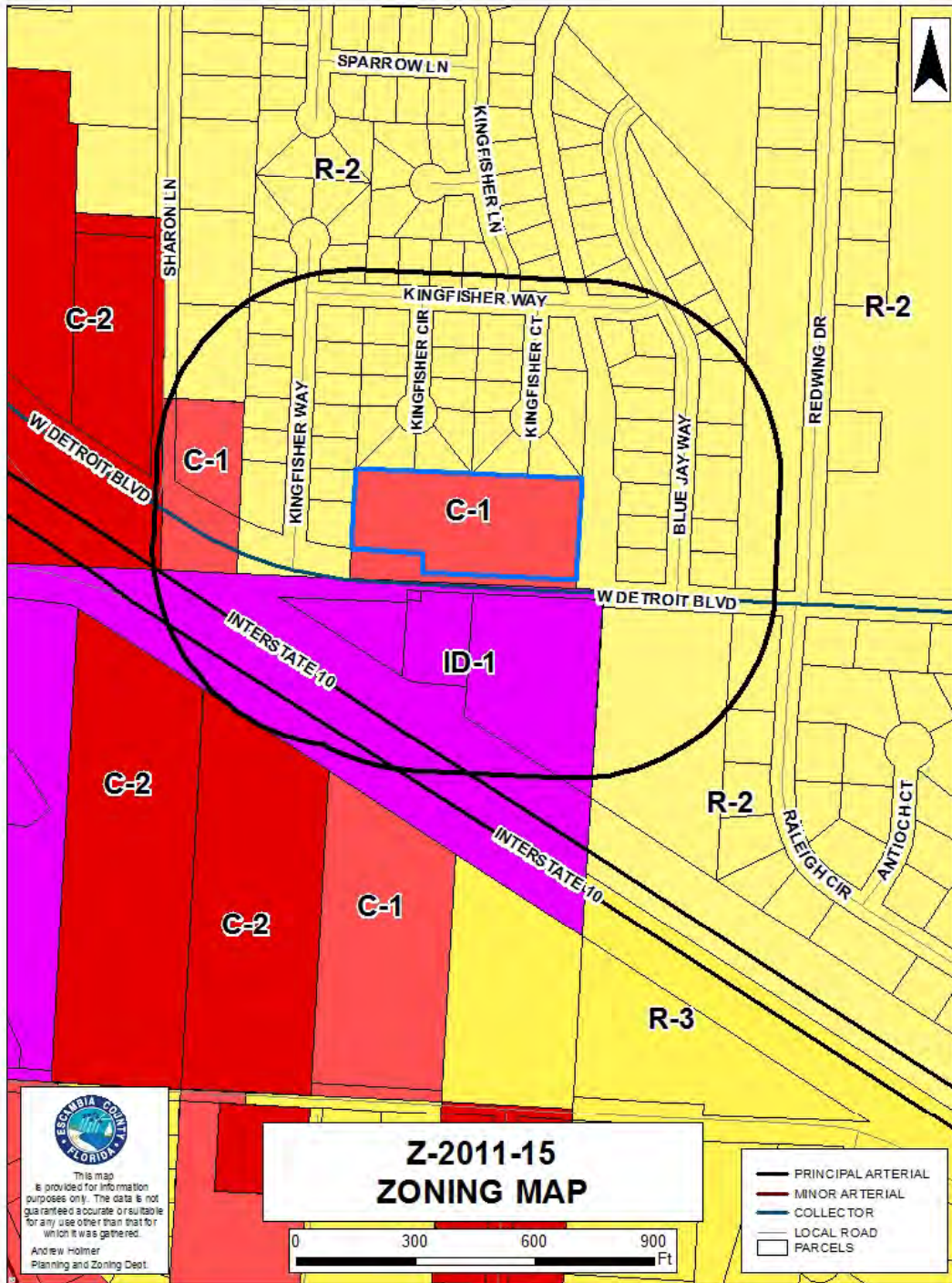


FLU/ELU



500' Zoning

500' Zoning



Public Notice Sign





Looking Northwest From Fowler



Looking Southwest From Fowler



Looking West Across Fowler



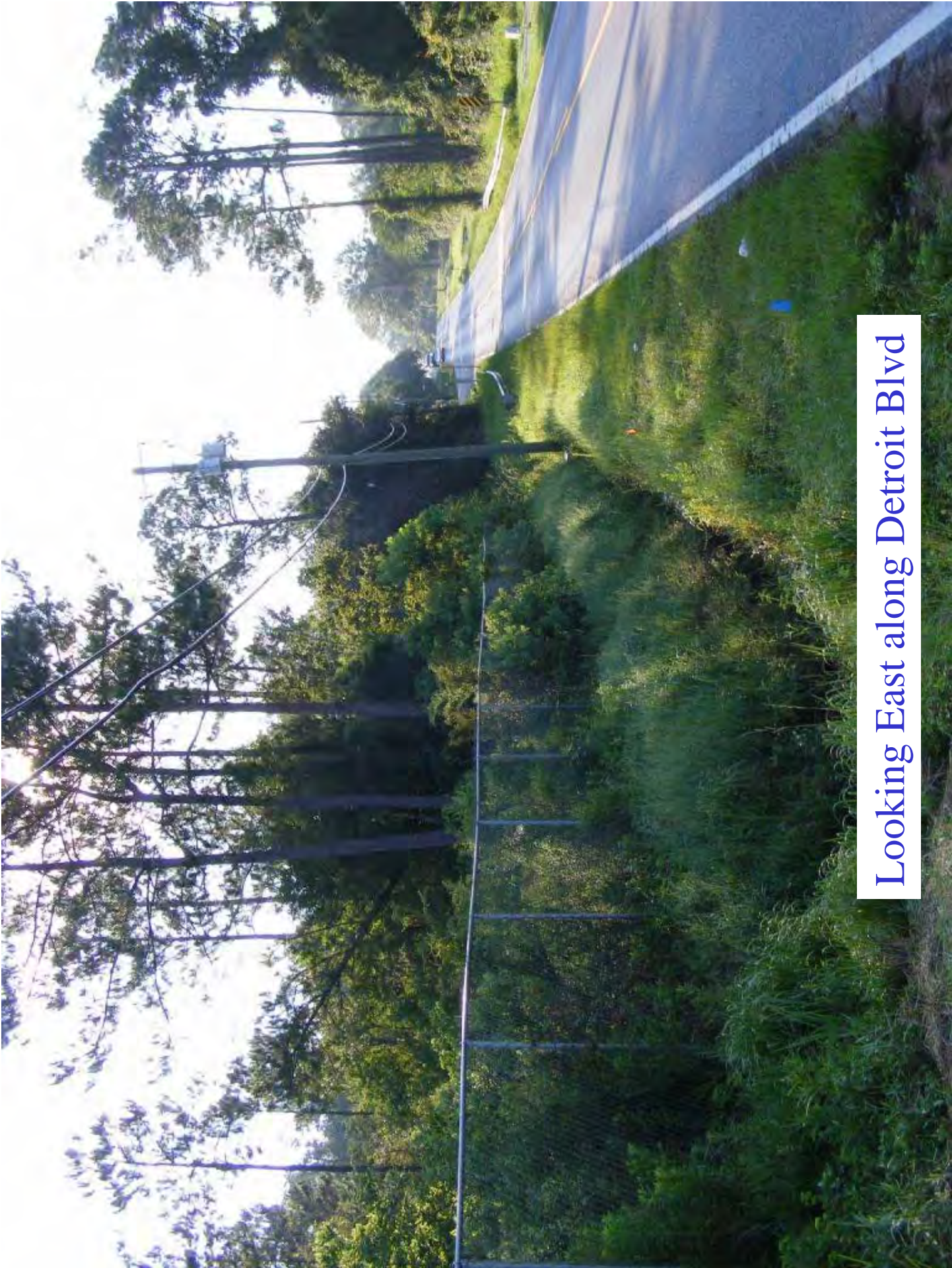
Looking West along Detroit Blvd



Looking onto subject parcel



Looking West along subject parcel



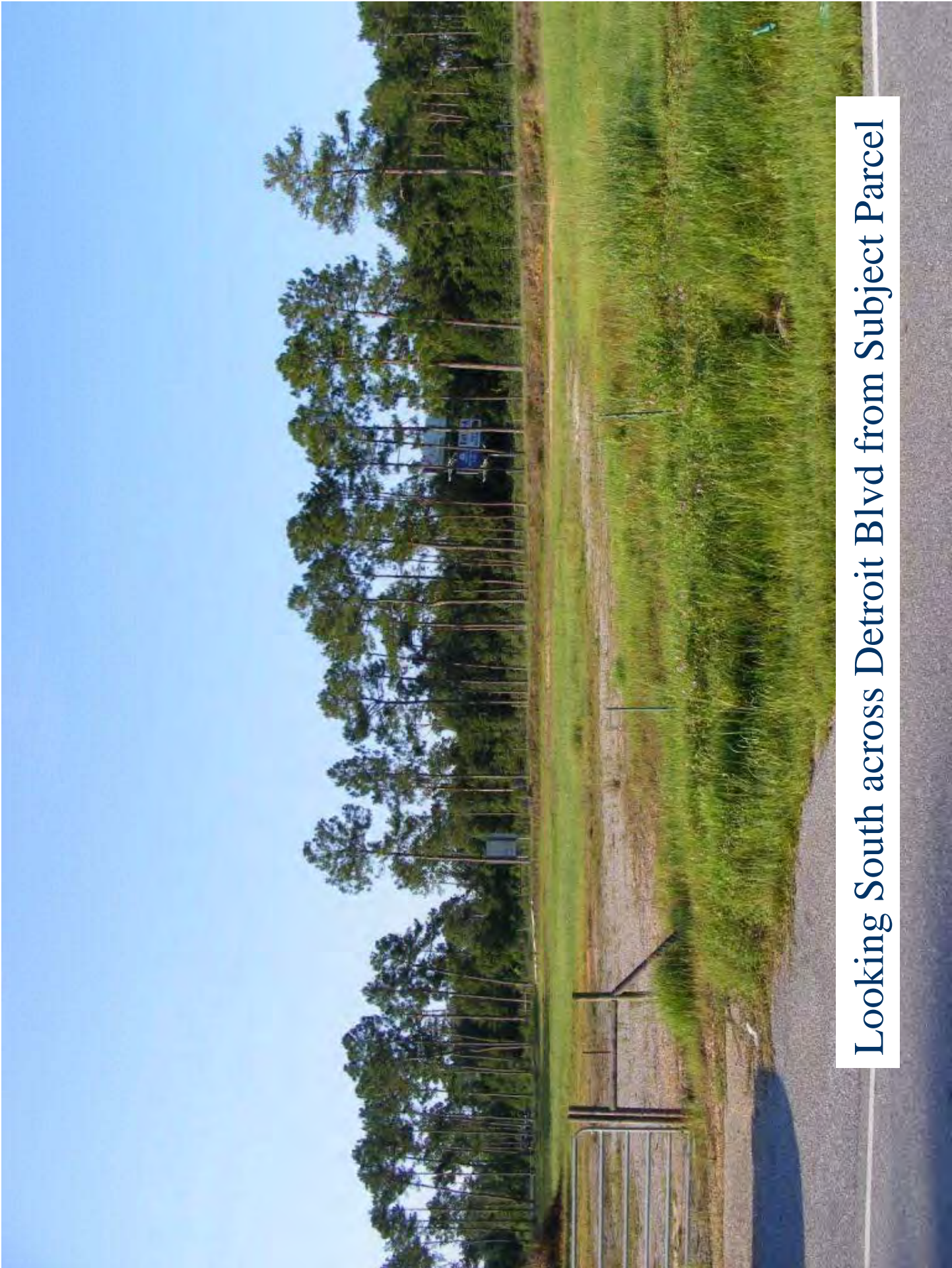
Looking East along Detroit Blvd



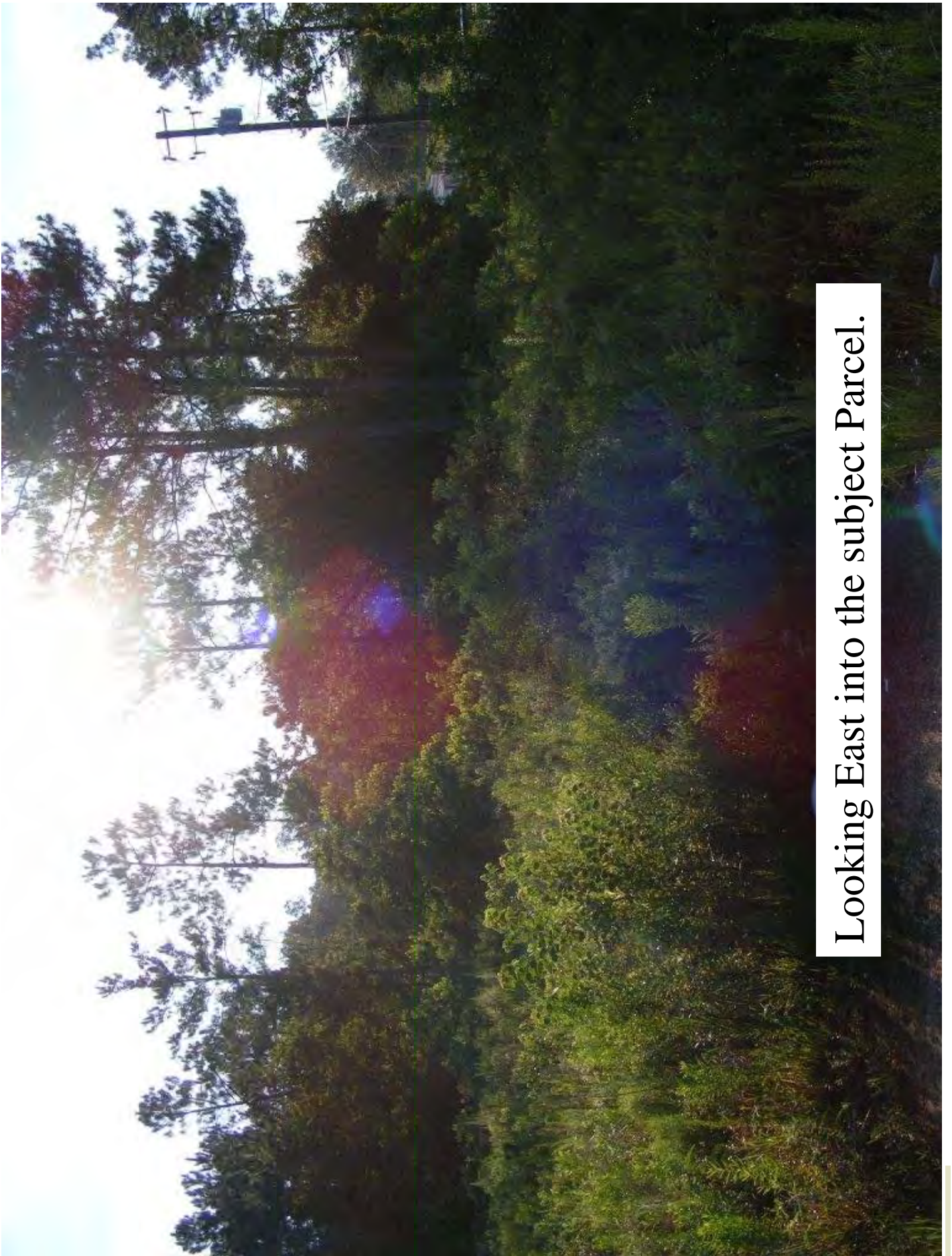
Looking North West at Parcel



Looking North East at subject Parcel



Looking South across Detroit Blvd from Subject Parcel



Looking East into the subject Parcel.



Development Services Department
Escambia County, Florida

APPLICATION

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: CA to: R-2

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

Owner(s) Name: HAROLD PRIDGEN Phone: _____

Address: 25E NINE MILE RD, PENSACOLA FL 32534 Email: HAROLDPRIDGEN@AOL.COM

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: 2240 W DETROIT

Property Reference Number(s)/Legal Description: 12-15-31-3102-001-003

By my signature, I hereby certify that:

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

[Signature]
Signature of Owner/Agent

HAROLD PRIDGEN
Printed Name Owner/Agent

7/1/11
Date

Signature of Owner

Printed Name of Owner

Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 10 day of July 2011,
by Harold Pridgen.

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

[Signature]
Signature of Notary
(notary seal must be affixed)

Belinda Walker
Printed Name of Notary

Belinda G. Walker
Notary Public, State of Florida
Commission No. DD 940009
My Commission Expires on Jan 22, 2014

FOR OFFICE USE ONLY

Meeting Date(s): PB 8/8/BCC 9/1 Accepted/Verified by: A Cain Date: 7/1/11

Fees Paid: \$1500.00 Receipt #: _____ Permit #: PRZ 110700014



Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: _____

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 12-15-31-3102-001-003

Property Address: 2240 W DETROIT, PENSACOLA, FL

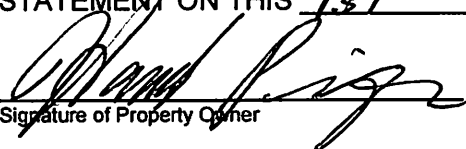
I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed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

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

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

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For 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 1ST DAY OF JULY, YEAR OF 2011.


Signature of Property Owner

HAROLD PRIDGEN
Printed Name of Property Owner

7/1/11
Date

Signature of Property Owner

Printed Name of Property Owner

Date

REQUEST WAIVER OF ROADWAY REQUIREMENTS FOR COLLECTOR ROAD

Prepared by:
Harold Pridgen, P.E.
25 E Nine Mile Rd.
Pensacola, FL 32534
July 08, 2011

REZONING HEARING EXAMINER BOARD
STATE OF FLORIDA
COUNTY OF ESCAMBIA

GENERAL DESCRIPTION OF PARCEL AND THE AREA.

The subject property is located at 2240 W. Detroit Blvd. PRM 12-1S-31-3102-001-003, less than 1/2 mile from Interstate I-10, Pine Forest Rd., Detroit Blvd. intersection.

LOCATION CRITERIA EXEMPTION

The property qualifies for the exemptions provided by Section 7.20.03. A.75 Percent Rule and B. Infill Development.

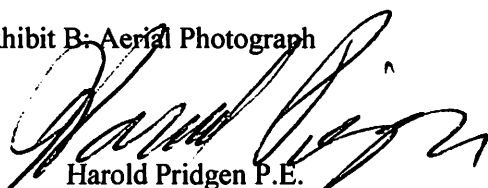
LDC 7.20.03

- A. 75 Percent Rule. Where a proposed commercial or industrial use exceeds the maximum distance specified from the appropriate intersection but at least 75 percent of the frontage associated with use is within the minimum distance from the intersection and under single ownership, then the proposed use or zoning will be considered consistent with the roadway requirements portion of the locations criteria.

- B. Infill Development. In areas where over 50 percent of a block is either zoned or used for commercial development, new commercial development or zoning may be considered without being consistent with the roadway requirements. The intensity of the proposed development or new zoning district must be of a comparable intensity of the zoning and development on the surrounding parcels. Typically, a block is defined as the road frontage on one side street between two public rights-of-way. The total distance between the two street intersections on Detroit Blvd where this property is located is 895-ft. The Subject property has 570-ft frontage of the 895-ft available between the two intersections and is under single ownership. The property is presently zoned C-1. The requested zoning is C-2. The property is to be used for employee and overflow parking for a proposed freightliner truck sales dealership to be constructed on the property located directly across the street from this property and fronting on Interstate I-10. 2240 W Detroit Blvd should qualify as an Infill Development.

Exhibit A: Current Zoning Map

Exhibit B: Aerial Photograph


Harold Pridgen P.E.

1050
20

6

This Instrument Prepared By:
Fletcher Fleming of
SHELL, FLEMING, DAVIS & MENGE, P.A.
226 South Palafox Street
Post Office Box 1831 (32598)
Pensacola, Florida 32501
(850) 434-2411
F 1556-25520

DEED DOC STAMPS PD @ ESC CO \$ 0.70
03/19/01 ERMIE LEE WAGNER, CLERK
By: *[Signature]*

STATE OF FLORIDA

COUNTY OF ESCAMBIA

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Donald R. Kilpatrick**, hereafter called Grantor, and for and in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to **Harold Pridgen**, hereafter called Grantee, whose addresses is 25 E. Nine Mile Road, Pensacola, Florida 32534-3119, his successors and assigns, said Grantee being the successor in interest to Joseph A. Mandy of all right, title and interest in and to that certain contract recorded in the public records of Escambia County, Florida, in Official Records Book 4597 at page 531, the real property in Escambia County, Florida, described as:

Beginning at the Southwest corner of Phoenix Trail Subdivision as recorded in Plat Book 12 at page 86 of the public records of Escambia County, Florida; thence N 00°14'59" E along the West line of Phoenix Trail Subdivision for 257.52' to the SE corner of Pine Springs Estates Unit No. 2 as recorded in Plat Book 10 at page 83 of the public records of said county; thence N 89°45'01" W along the South line of Pine Springs Estates Unit No. 2 for 570.00' to the SW corner of Pine Springs Estates Unit No. 2 (point also being on the East line of Pine Springs Estates Unit No. 1 as recorded in Plat Book 9 at page 95 of the public records of said county); thence S 00°14'59" W along the East line of Pine Springs Estates Unit No. 1 for 202.72' to a point on the North R/W line of Detroit Blvd.; thence S 82°07'18" E along said R/W line for 39.45'; thence S 89°34'54" E for 133.06'; thence S 00°25'06" W for 48.00; thence S 89°34'54" E along said North R/W line for 397.96' to the Point of Beginning. Containing 3.17 acres, more or less, all lying and being in Section 12, T1S, R31W, Escambia County, Florida.

Grantor warrants that the above property is not his homestead and is conveyed to Grantee free and clear of any purchase money or vendors lien under the contract recorded in Official Records Book 4597 at page 531 of the public records of Escambia County, Florida.

Grantor reserves a vendors lien upon the above property as security for the payment of Grantor's tax payment obligations contained in the Settlement Agreement between the parties relating to the property described in the above-contract, which lien shall be foreclosable as if it were a mortgage executed in accordance with Florida law. In any such foreclosure, Grantor may recover his reasonable attorney's fees and costs. Grantor shall satisfy or cancel this vendor's lien when Grantor has satisfied such tax obligation.

Subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not hereby reimposed; and also subject to any claim, right, title or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas, or other minerals.

TO HAVE AND TO HOLD unto the said Grantee, forever, together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

Grantor covenants and agrees with Grantee that he has a good right to convey the above property and will defend the title conveyed hereby against the lawful claims of all persons claiming by, through, under or against Grantor.

IN WITNESS WHEREOF, this instrument has been executed by Grantor this 19th day of
February, 2001.

Signed, sealed and delivered
in the presence of:

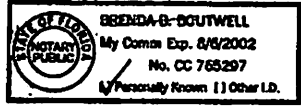
Donald R. Kilpatrick (SEAL)
DONALD R. KILPATRICK

Jesse W. Rigby
Printed Name Jesse W. Rigby

A. Thomas Core
Printed Name A. Thomas Core

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th of February, 2001, by
Donald R. Kilpatrick, who is personally known to me or (✓) who produced ()
_____ as identification.



Brenda B. Boutwell
NOTARY PUBLIC
BRENDA B. BOUTWELL
My commission expires: 8/8/2002

RCD Mar 19, 2001 02:14 pm
Escambia County, Florida
Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-823656



Chris Jones

Escambia County Property Appraiser



[Real Estate Search](#) |
 [Tangible Property Search](#) |
 [Amendment 1 Calculations](#)

[Back](#)



Navigate Mode

Account

Reference



Printer Friendly Version

<p>General Information</p> <p>Reference: 121S313102001003 Account: 090530150 Owners: PRIDGEN HAROLD Mail: 25 E NINE MILE RD PENSACOLA, FL 325343119 Situs: DETROIT AVE 32534 Use Code: VACANT COMMERCIAL </p> <p>Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</p>	<p>2010 Certified Roll Assessment</p> <p>Improvements: \$0 Land: \$150,575</p> <hr/> <p>Total: \$150,575 Save Our Homes: \$0</p> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1 Calculations</p>
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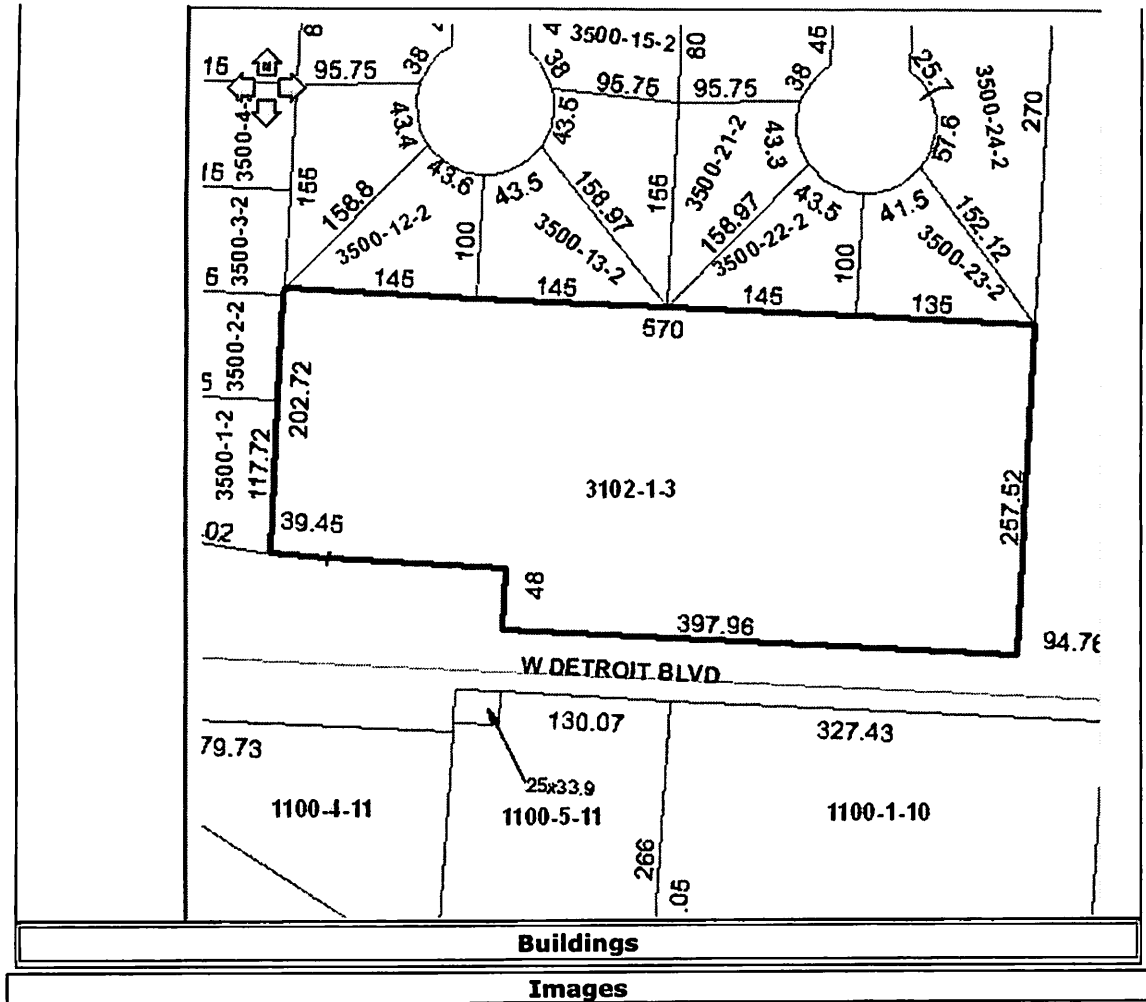
<p>Sales Data</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>02/2001</td> <td>4676</td> <td>643</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	02/2001	4676	643	\$100	WD	View Instr	<p>2010 Certified Roll Exemptions</p> <p>None</p> <p>Legal Description </p> <p>BEG AT SW COR OF PHOENIX TRAIL S/D PB 12 P 86 N 0 DEG 14 MIN 59 SEC E ALG W LI OF PHOENIX TRAIL S/D...</p> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)								
02/2001	4676	643	\$100	WD	View Instr								

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

Section Map Id:
12-1S-31-2

Approx. Acreage:
3.0800

Zoned:
C-1



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:07/05/2011 (tc.1811)

Abbreviations

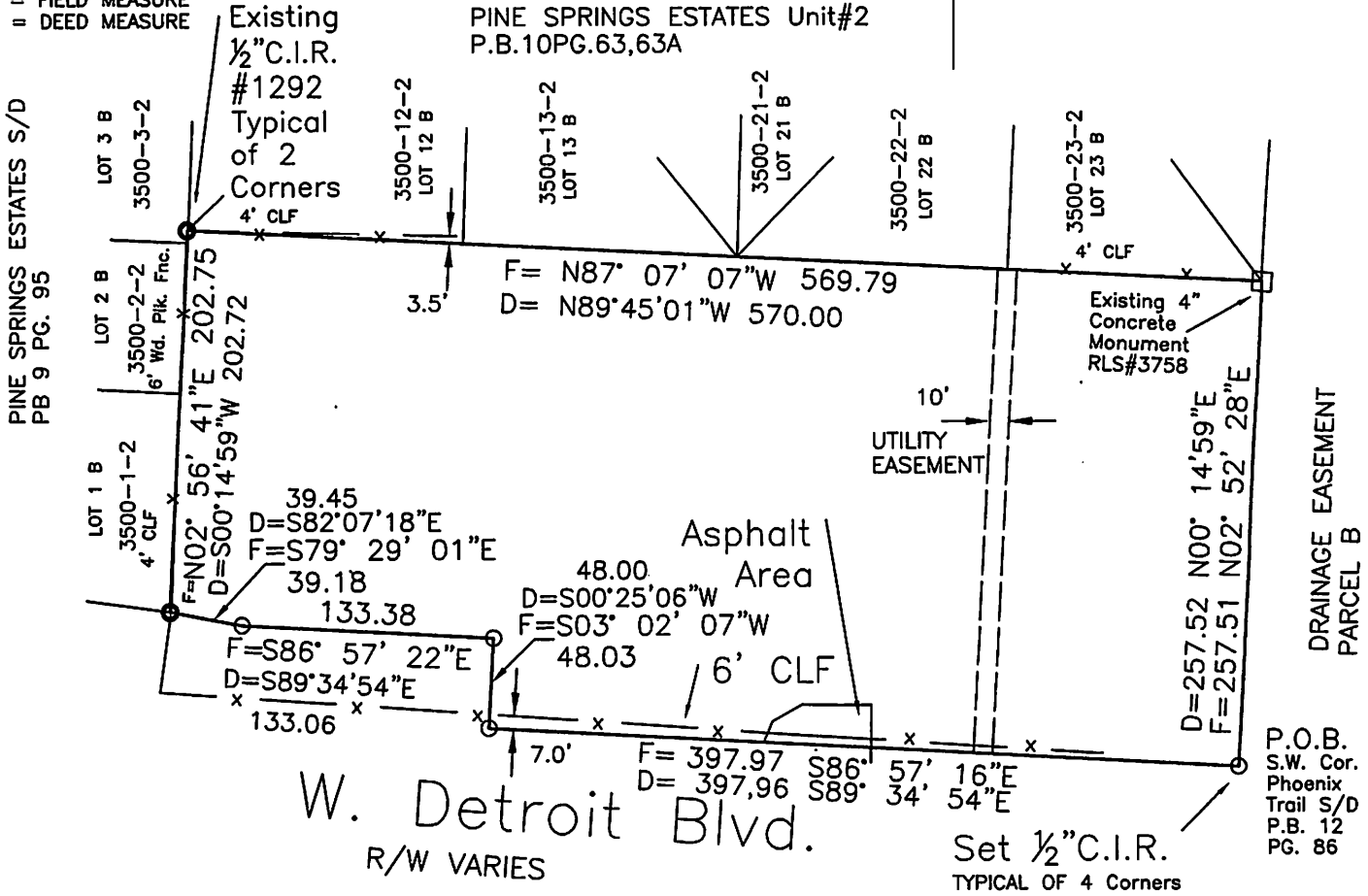
- N = North
- S = South
- E = East
- W = West
- or any combination such as NE, SW, etc.
- ° = Degrees
- ' = Minutes when used in a bearing
- " = Seconds when used in a bearing
- ' = Feet when used in a distance
- " = Inches when used in a distance
- AC = Acres
- +/- = More or less (or Plus or Minus)
- F = FIELD MEASURE
- D = DEED MEASURE

- CIR= Capped Iron Rod.
- CLF Chain Link Fence
- Wd. Wooden

SCALE 1"=100'

NORTH AND BEARINGS ARE
GRID NORTH BASED ON
Horizontal Datum Year:
NAD 83/2007 State Plane
Zone:FL. NORTH

PINE SPRINGS ESTATES Unit#2
P.B.10PG.63,63A



Beginning at the Southwest corner of Phoenix Trail Subdivision as recorded in Plat Book 12 at page 86 of the public records of Escambia County, Florida; thence N 00°14'59" E along the West line of Phoenix Trail Subdivision for 257.52' to the SE corner of Pine Springs Estates Unit No. 2 as recorded in Plat Book 10 at page 83 of the public records of said county; thence N 89°45'01" W along the South line of Pine Springs Estates Unit No. 2 for 570.00' to the SW corner of Pine Springs Estates Unit No. 1 as recorded in Plat Book 9 at page 95 of the public records of said county); thence S 00°14'59" W along the East line of Pine Springs Estates Unit No. 1 for 202.72' to a point on the North R/W line of Detroit Blvd.; thence S 82°07'18" E along said R/W line for 39.45'; thence S 89°34'54" E for 133.06'; thence S 00°25'06" W for 48.00; thence S 89°34'54" E along said North R/W line for 397.96' to the Point of Beginning. Containing 3.17 acres, more or less, all lying and being in Section 12, T1S, R31W, Escambia County, Florida.

The survey depicted here is not covered by professional liability insurance.

Boundary SURVEY

SHEET 1 OF 1

H. Wade Pridgen

surveyor and mapper practicing independent of any business entity

H. Wade Pridgen

Florida PSM #3758, RLS Alabama # 13193
30 Sugar Bowl Lane (32561)
Gulf Breeze, Florida, 32561
Telephone: (850) 292-6029

ENCROACHMENTS AND/OR IMPROVEMENTS ARE AS SHOWN OR NOTED. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. ALL MEASUREMENTS AND/OR ELEVATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES COAST AND GEODETIC DATUM. DISTANCES ARE IN FEET, TENTHS AND HUNDREDTHS OF A FOOT.

DESCRIPTION:

OFFICIAL RECORDS 4676 PAGE 643

SEE ABOVE

RECORDED IN OR BOOK 4676 PAGE 643
SEC. 12 TWP. 1-S RNG. 31-W
DRAWN HWP DATE OF FIELD SURVEY 7-8-11
REVISED F.B. 898 PG. 73-74 SCALE 1"=100'
PROJ.# 2011-1

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

H. WADE PRIDGEN
FLORIDA PROFESSIONAL SURVEYOR
AND MAPPER NO. 3758

FILE NO.



Development Services Bureau
Escambia County, Florida

6/6

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

12-15-31-3102-001-003
Property Reference Number

Harold Pridgen
Name

2240 W Detroit
Address

Owner Agent

Referral Form
Included? Y / N

MAPS PREPARED

- Zoning
- FLU
- Aerial
- Other: _____

PROPERTY INFORMATION

Current Zoning: C-1 Size of Property: 3.08 +/-
 Future Land Use: C Commissioner District: 5
 Overlay/AIPD: NA Subdivision: _____
 Redevelopment Area: NO

COMMENTS

Desired Zoning: C-2

Is Locational Criteria applicable? yes If so, is a compatibility analysis required? yes

Property on collector road
This property is overplan parking for truck freight center
dealership. Locational criteria - difficult to meet. Discussed all
criteria for rezoning. Reviewed maps

- 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: Drew, Allyson, Horace Date: 6/6/11

Applicant/Agent Name & Signature: [Signature]

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development, development plans, and/or outcome of any process.

THOMPSON WINNIE TRUSTEE
2000 W DETROIT BLVD
PENSACOLA FL 32534

PRIDGEN HAROLD
25 E NINE MILE RD
PENSACOLA FL 325343119

WELCH DAVID L & SANDRA G
6811 BANKHEAD HWY W
DOUGLASVILLE GA 30134

PUDSEY WILLIAM & LILLIAN
8550 SHARON LN
PENSACOLA FL 32534

COOK WILLIAM D II
8500 SHARON LN
PENSACOLA FL 32526

JOHNSON JAY K &
8506 KINGFISHER WAY
PENSACOLA FL 32534

DOOLEY RYAN G
8580 KINGFISHER LANE
PENSACOLA FL 32534

MCLEAN JOHN D &
8507 KINGFISHER WAY
PENSACOLA FL 32534

JARRELL KENNETH S
9820 NORIEGA DR
PENSACOLA FL 32514

TALIERCIO PAUL J & MALINDA M
3223 MOSS POINT LN
CANTONMENT FL 32533

JARRELL DAVID L & SUSAN K
9859 N PALAFOX ST
PENSACOLA FL 32534

JOHNSON TROY & CHRISTY
8519 KINGFISHER WAY
PENSACOLA FL 32534

PRESLEY PATRICIA
401 CROCKET RD
SAMSON AL 36477-8302

ELLIS ALMA THERESA
8521 KINGFISHER WAY
PENSACOLA FL 32534

WHEELER NATHANIEL L
5486 KEEL DR
PENSACOLA FL 32507

JOHNSON JUDITH L
8523 KINGFISHER WAY
PENSACOLA FL 32534

BECK WILLIAM M
8526 KINGFISHER WAY
PENSACOLA FL 32534

GEARY ROBERT G & CAROL C
8531 KINGFISHER WAY
PENSACOLA FL 32534

THOMAS RACQUEL L
8530 KINGFISHER WAY
PENSACOLA FL 32534

BRUTON LATANYA J
8535 KINGFISHER WAY
PENSACOLA FL 32534

KING JOE N
2237 KINGFISHER WAY
PENSACOLA FL 32534

STACHOW ROSE E
2233 KINGFISHER CIR
PENSACOLA FL 32534-1753

CHAFFIN CHRISTOPHER S &
2231 KINGFISHER CIR
PENSACOLA FL 32534

CHAFFIN KELSI A
2229 KINGFISHER CIR
PENSACOLA FL 32534

LUCKETT CAROLYN
2227 KINGFISHER CIR
PENSACOLA FL 32534

OWENS JERRY D &
8538 KINGFISHER WAY
PENSACOLA FL 32506

FULTON DAWN N
2225 KINGFISHER CIR
PENSACOLA FL 32534

LIPCHINSKY JAMIE LEIGH TRUSTEE
2238 KINGFISHER WAY
PENSACOLA FL 32534

WITT CHRISTOPHER F
2223 KINGFISHER CIR
PENSACOLA FL 32534

MCBRIDE JOSEPH
C/O TOMMIE COLEY
209 E MANOR AVE
ANCHORAGE AK 99501

BERNARD MARY
2221 KINGFISHER CIR
PENSACOLA FL 32534

LENN TAMMY F
2218 KINGFISHER WAY
PENSACOLA FL 32534

KIESLING JAMES A & LIZA J
2211 KINGFISHER CT
PENSACOLA FL 32534

MURPHY HUDSON S
2205 KINGFISHER CT
PENSACOLA FL 32534

KENNEDY JEREMY & EMILY
8501 BLUE JAY WAY
PENSACOLA FL 32534

PECK ERIC L
8509 BLUE JAY WAY
PENSACOLA FL 32534

HOLMES DUANE E & LISA E
8525 BLUE JAY WAY
PENSACOLA FL 32534

CHESTANG JULIUS E JR &
8548 BLUE JAY WAY
PENSACOLA FL 32534

NEAL NATHAN C & NATALIE M
8556 BLUE JAY WAY
PENSACOLA FL 32534

GRIFFIN MIRANDA D
1999 KINGFISHER WAY
PENSACOLA FL 32534

LEE SHAWN
2222 KINGFISHER WAY
PENSACOLA FL 32534

PFEIFFER THOMAS & ANGELA
2215 KINGFISHER CT
PENSACOLA FL 32534

VALANZANO JOSEPH J
PO BOX 7447
PENSACOLA FL 32534

FOLKERS RICHARD S & ANTOINETTE M
2201 KINGFISHER CT
PENSACOLA FL 32534

WILLIAMS DANA & KATHY G
1225 LAHAINA CT
PENSACOLA FL 32506

MCCALL CARL E & MARY M
8516 BLUE JAY WAY
PENSACOLA FL 32534

ODOM FANNIE MAE
8532 BLUE JAY WAY
PENSACOLA FL 32534

DIXON RACHAEL O
8541 BLUE JAY WAY
PENSACOLA FL 32534

CHILSON MARY ELAINE
8557 BLUE JAY WAY
PENSACOLA FL 32534

HAWKINS ROBERTA
8612 BLUE JAY WAY
PENSACOLA FL 32534

HOPKINS EMMA JEAN
2219 KINGFISHER WAY
PENSACOLA FL 32534

NICKERSON DONNA E FELL
2213 KINGFISHER CT
PENSACOLA FL 32534

BALDWIN SHALONDA
2207 KINGFISHER CT
PENSACOLA FL 32534

NEIDVIECKY ARTHUR F
8500 BLUE JAY WAY
PENSACOLA FL 32534

MEDLEY VELTON R
8140 CAMELFORD DR
PENSACOLA FL 32506

CHAMPLIN MARK W
8517 BLUE JAY WAY
PENSACOLA FL 32534

MILTON DANA R
8533 BLUE JAY WAY
PENSACOLA FL 32534

POPOVICH JAMES H
8549 BLUE JAY WAY
PENSACOLA FL 32534

CHALCHI CARRIE JEAN
8564 BLUE JAY WAY
PENSACOLA FL 32534

HAUPT NAOMI
8380 RALEIGH CIR
PENSACOLA FL 32514

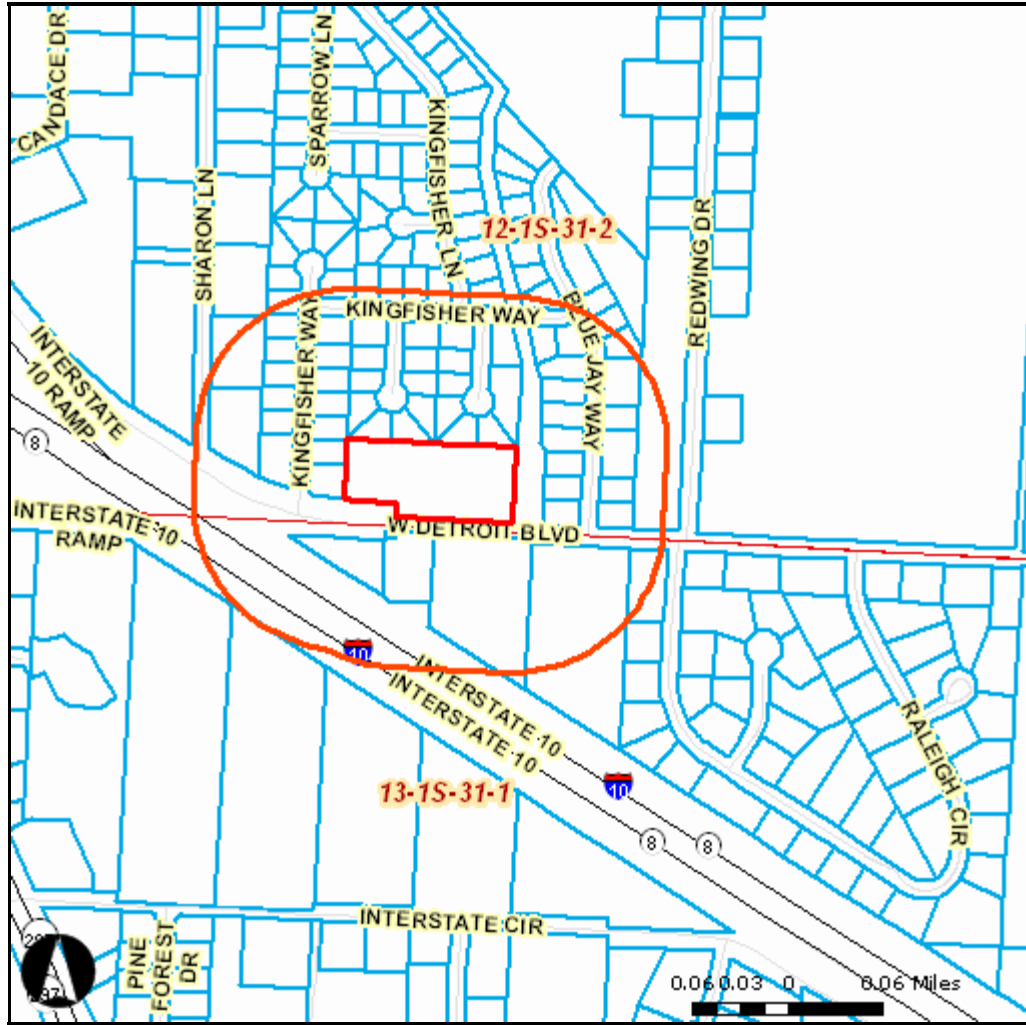
WORSHAM WENDELL M & YULANDA S
8375 RALEIGH CIR
PENSACOLA FL 32534

PERNAS KENNETH &
2201 W DETROIT BLVD
PENSACOLA FL 32534

POOLE TRUCK LINES INC
EMPIRE TRUCK SALES INC
PO BOX 6038
JACKSON MS 39208-6038

EMPIRE TRUCK SALES INC
PO BOX 6038
JACKSON MS 392086038

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-2011-15

OR

Agenda Item Number/Description:

[X] In Favor [] Against

*Name: HAROLD BRIDGEN

*Address: 25 E 9th St *City, State, Zip: PENSACOLA, FL

Email Address: HAROLD.BRIDGEN Phone: 850 232-1980

Please indicate if you:

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

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

All items with an asterisk * are required.

Chamber Rules

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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.



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Public Hearing
Speaker Request Form

Please Print Clearly

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: 2-2011-15

OR

Agenda Item Number/Description:

In Favor X Against

*Name: Liza Kiesling

*Address: 2211 Kingfisher Ct *City, State, Zip: Pensacola FL 32534

Email Address: klizajane@aol.com Phone: 850 474-1195

Please indicate if you:

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Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2011-15

OR

Agenda Item Number/Description:

In Favor X Against

*Name: Jim Kiesling

*Address: 2211 Kingfisher Ct *City, State, Zip: Pensacola, FL 32534

Email Address: Jim.Kiesling@gmail.com Phone: 474-1195

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Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2011-15

OR

Agenda Item Number/Description:

In Favor [checked] Against

*Name: Kenneth Brantley

*Address: 1999 Kingfisher Way *City, State, Zip: Pensacola, FL 32534

Email Address: mkbrantley@cox.net Phone: 477-4387

Please indicate if you:

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Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2011-15

OR

Agenda Item Number/Description:

In Favor [check] Against

*Name: Elizabeth Johnson

*Address: 8506 Kingfisher Way *City, State, Zip: Pensacola, FL 32534

Email Address: aerofit@cox.net Phone: 850-777-9477 cell

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Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z2011-15

OR

Agenda Item Number/Description:

In Favor [checked] Against

*Name: Elaine Chilson

*Address: 8557 Blue Jay way *City, State, Zip: Pensacola Fl 32534

Email Address: Phone:

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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-1288

Growth Management Report Item #: 12. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 09/01/2011

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

From: T. Lloyd Kerr, AICP

Organization: Development Services

RECOMMENDATION:

5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the Rezoning Cases heard by the Planning Board on July 11, 2011, and August 8, 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-cases Z-2011-14, Z-2011-15 were heard by the Planning Board on August 8, 2011. Case Z-2011-13 was heard by the BCC on August 4, 2011 and the Board recommended to reschedule the case to the September 1, 2011 Public Hearing. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases. The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This Ordinance is coordinated with the County Attorney's Office, the Development Services Department and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended as follows.

Case No.:	Z-2011-13
Location:	9015 Fowler Ave
Property Reference No.:	10-1S-30-1101-124-002
Property Size:	.96 (+/-) acres
From:	R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)
To:	C-2, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre)
FLU Category:	MU-U, Mixed – Use Urban

Case No.:	Z-2011-14
Location:	1991 W Detroit Blvd
Property Reference No.:	13-1S-31-1100-001-004
Property Size:	8.69 (+/-) acres
From:	R-2, Single-Family District (cumulative), Low-Medium Density, (7 du/acre); R-3, One-Family

	and Two-Family District, (cumulative) Medium Density, (10 du/acre).
To:	R-6, Neighborhood Commercial and Residential District, (cumulative) High Density, (25 du/acre).
FLU Category:	MU-U, Mixed Use Urban
Case No.:	Z-2011-15
Location:	1950 Mathison Rd
Property Reference No.:	12-1S-31-3102-001-003
Property Size:	3.08 (+/-) acres
From:	C-1 Retail Commercial district (cumulative) (25 du/acre)
To:	C-2, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre)
FLU Category:	C, Commercial

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.

INTENTIONALLY LEFT BLANK

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-1260 **Growth Management Report** **Item #: 12. 3.**
BCC Regular Meeting **Public Hearing**

Meeting Date: 09/01/2011
Issue: 5:46 p.m. A Public Hearing - LDC Ordinance - Article 6 "Uses and Parking of Recreational Vehicles"
From: T. Lloyd Kerr, AICP
Organization: Development Services

RECOMMENDATION:

5:46 p.m. A Public Hearing Concerning the review of an LDC Ordinance Article 6 "Uses and Parking of Recreational Vehicles"

That the Board review and adopt an Ordinance to the Land Development Code (LDC) amending Article 6 "General Provisions", Section 6.04.04 to redefine "uses and parking of recreational vehicles."

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

BACKGROUND:

Currently, the LDC prohibits the use of RV's as living quarters for more than 14 days in a calendar year except in licensed RV parks or mobile home parks. The Development Services staff was directed to explore possible changes to the Land Development Code (LDC) regarding the use of Recreational Vehicles (RV's) as living quarters.

At the June 13, 2011 Planning Board meeting, the Board rendered a recommendation to the BCC that the language be removed that pertained to a conditional use permit, being that no such permit exists.

At the August 4, 2011 BCC meeting, the Board reviewed the ordinance which was the first of two public hearings.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance was reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any suggested legal comments are attached herein with the respective Ordinance to which they pertain.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Legal Approval: Ordinance

Legal Review Form

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Article 6 "Recreational Vehicle as Living Quarters Draft 1A

Date: May 11, 2011

Date requested back by: 5/18/2011

Requested by: Allyson Cain

Phone Number: 595-3547



(LEGAL USE ONLY)

Legal Review by *[Signature]*

Date Received: *May 11, 2011*

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

Article 6 LDC Ordinance
“Uses and Parking of Recreational Vehicles”
Draft

ORDINANCE NUMBER 2011-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.04.04 TO REDEFINE "USES AND PARKING OF RECREATIONAL VEHICLES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the intent of this Ordinance is to redefine "uses and parking of recreational vehicles" for clarity purposes.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, "General Provisions", Section 6.04.04, is hereby amended as follows (words underlined are additions and words stricken are deletions):

6.04.04. Uses and parking of recreational vehicles

As of the adoption date of this Code, the use of recreational vehicles as living quarters for more than 14 days in any calendar year (any time in excess of 14 days is subject to a conditional use permit) is prohibited, except in duly licensed campgrounds or mobile home parks. All recreational vehicles located in residential districts, except for those being stored and not occupied and located on the same lot with the principal structure, shall be removed within 60 days from notification.

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 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

DRAFT

1 **Section 4. Effective Date.**

2
3 This Ordinance shall become effective upon filing with the Department of State.

4
5 **DONE AND ENACTED** this _____ day of _____, 2011.

6
7 **BOARD OF COUNTY COMMISSIONERS**
8 **OF ESCAMBIA COUNTY, FLORIDA**

9
10 **By:** _____
11 **Kevin W. White, Chairman**

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

14
15 **By:** _____
16 **Deputy Clerk**

17 **(SEAL)**

18
19 **ENACTED:**

20
21 **FILED WITH THE DEPARTMENT OF STATE:**

22
23 **EFFECTIVE DATE:**
24

Art. 6 LDC Ordinance
"Uses and Parking of Recreational Vehicles"
(clean copy)

ORDINANCE NUMBER 2011-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.04.04 TO REDEFINE “USES AND PARKING OF RECREATIONAL VEHICLES”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the intent of this Ordinance is to redefine “uses and parking of recreational vehicles” for clarity purposes.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, “General Provisions”, Section 6.04.04, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

6.04.04. Uses and Parking of Recreational Vehicles

As of the adoption date of this Code, the use of recreational vehicles as living quarters for more than 14 days in any calendar year (~~any time in excess of 14 days is subject to a conditional use permit~~) is prohibited, except in duly licensed campgrounds or mobile home parks. All recreational vehicles located in residential districts, except for those being stored and not occupied and located on the same lot with the principal structure, shall be removed within 60 days from notification.

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 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this _____ day of _____, 2011.

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

By: _____

Kevin W. White, Chairman

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

By: _____

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1243 **Growth Management Report** **Item #: 12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 09/01/2011
Issue: Schedule of Public Hearings
From: T. Lloyd Kerr, AICP
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

Thursday September 15, 2011

- A. 5:45 p.m. - A Public Hearing - LDC Ordinance - Article 6, "Firearm Regulation"; and
 - B. 5:46 p.m. - A Public Hearing concerning the review and approval of the proposed Detailed Specific Area Plan.
-



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1294

County Administrator's Report Item #: 12. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/01/2011

Issue: Disposition of Property for Road Prison

From: Gordon Pike

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Disposition of Property for the Road Prison Division - Gordon C. Pike, Corrections Department Director

That the Board approve two Request for Disposition of Property Forms for the Road Prison Division 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:

The items listed on the Request for Disposition of Property forms are no longer used by the Road Prison Department, are in bad condition, and will be disposed of as indicated on the forms.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with F.S. 274.07 and Board Policy, Section II, Part B. 1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, the items will be disposed of according to the Disposition of County Property Policy.

Attachments

Prop Disp-RP-082011

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: CORRECTIONS COST CENTER NO: 290202

Charles Blake DATE: 8/9/2011
 Property Custodian (PRINT FULL NAME) CHSRLES BLAKE

Property Custodian (Signature):  Phone No: 937-2100

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	47406	FORD F150	1FTRX18L0XNB47343	F150	1999	GOOD
N	52285	FORD F150	1FTPX125X4NA23819	F150	2003	GOOD
N	49373	CHEVY	1GBHC33J3TF003710	3500	1996	FAIR
N	49250	CHEVY	1GCEC14V21Z233349	1500	2001	GOOD

Disposal Comments: AUCTION


INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 _____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 8-11-11
 FROM: Escambia County Bureau Bureau Chief (Signature): 
 Bureau Chief (Print Name): Gordon Pike

RECOMMENDATION: Date: 8-18-11
 TO: Board of County Commissioners
 FROM: County Administration

 Charles R. "Randy" Oliver
 County Administrator or designee Acting 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

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. dg 02-16-11

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: CORRECTIONS COST CENTER NO: 210601

Charles Blake DATE: 8/2/2011
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 937-2100

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	26215	TRACTOR	U503571	FORD	1998	BAD

Disposal Comments: AUCTION

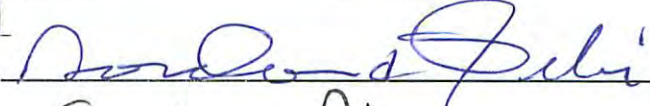
INFORMATION TECHNOLOGY (IT Technician): _____

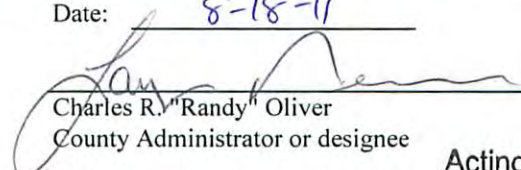
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 _____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 8-11-11
 FROM: Escambia County Bureau Bureau Chief (Signature): 
 Bureau Chief (Print Name): Gordon Pike

RECOMMENDATION: Date: 8-18-11
 TO: Board of County Commissioners
 FROM: County Administration

 Charles R. "Randy" Oliver
 County Administrator or designee
Acting 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

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. dg 02-16-11



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1282

County Administrator's Report Item #: 12. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/01/2011

Issue: Interlocal Agreement Regarding Livestock Running At Large or Found Straying

From: Gordon Pike

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Impoundment and Disposition of Livestock Running at Large or Straying - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Interlocal Agreement between the Escambia County Sheriff's Office, the Clerk of the Circuit Court and Comptroller for Escambia County, Florida, and Escambia County, Florida, relating to the impoundment and disposition of livestock running at large:

- A. Approve the Interlocal Agreement; and
- B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

This agreement is entered into pursuant Section 163.01 of the Florida Statutes, to cooperate on the basis of mutual advantage and thereby to provide emergency services in the manner that will best accord with the existing and anticipated resources available to each of them and within the geographic, economic, population, and other factors influencing the needs of Escambia County and set forth certain duties with respect to the impoundment and disposition of livestock running at large or found straying.

BUDGETARY IMPACT:

To be determined by the Clerk of Court upon review of the Sheriff's Annual Livestock Financial Report.

LEGAL CONSIDERATIONS/SIGN-OFF:

This document has been approved as to form and legal sufficiency by Kristen Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

IA for Livestock straying

INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY SHERIFFS OFFICE, THE CLERK OF THE CIRCUIT COURT AND COMPTROLLER FOR ESCAMBIA COUNTY, FLORIDA AND ESCAMBIA COUNTY, FLORIDA RELATING TO THE IMPOUNDMENT AND DISPOSITION OF LIVESTOCK RUNNING AT LARGE

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this _____ day of _____ 2011, by and between the Escambia County Sheriff's Office, with administrative offices located at 1700 West Leonard Street, Pensacola, Florida 32501 (the "Sheriff"), the Clerk of the Circuit Court and Comptroller for Escambia County, Florida, with administrative offices located at 190 Governmental Center, Pensacola, Florida 32502 (the "Clerk") and Escambia County, Florida, a political subdivision of the State of Florida (the "County") with administrative offices at 221 Palafox Place, Pensacola, Florida 32517 (each at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, it is the purpose and intent of this Agreement that the Parties hereto, through the Florida Interlocal Cooperation Act of 1969, as amended and codified at §163.01, Florida Statutes, make the most efficient use of their respective powers, resources, and capabilities; and

WHEREAS, pursuant to Section 163.01, Florida Statutes, the Parties agree to cooperate on the basis of mutual advantage and thereby to provide emergency services in the manner that will best accord with the existing and anticipated resources available to each of them and within the geographic, economic, population, and other factors influencing the needs of Escambia County; and

WHEREAS, §§588.01, et seq., Florida Statutes, provides the legal authority and further sets forth certain duties with respect to the impoundment and disposition of livestock running at large or found straying.

WHEREAS, as a result, the Sheriff, Clerk and County have determined it is now in the best interest of all Parties to enter into this Agreement setting forth the Parties responsibilities with respect to the impoundment and disposition of livestock running at large.

NOW, THEREFORE, in consideration of the mutual terms and conditions,

promises, and covenants of this Agreement, the Sheriff, Clerk and County agree as follows:

1. **Authority.** This Agreement is entered into pursuant Section 163.01, Florida Statutes, and all other applicable provisions of law, as amended and supplemented from time to time.

2. **Purpose.** The purpose of this Agreement is to delineate the Parties responsibilities as set forth in F.S. §588.01, et seq., with respect to the impoundment and disposition of livestock running at large or straying.

3. **Recitals.** The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

4. **Responsibilities.**

A. **Sheriff:**

1. It shall be the duty of the Sheriff, his or her deputies or designees, to take up, confine, hold and impound any such livestock where such livestock is found to be running at large or straying. Upon impoundment, the Sheriff shall serve written notice as provided by Florida law. If the owner is unknown or cannot be found, service upon the owner shall be obtained by publishing a notice in the newspaper of general circulation in the County.

2. If the livestock is not redeemed within the time provided, the Sheriff shall give notice of sale as provided by Florida law.

3. Any applicable fees or expenses for impounding, serving notice, care and feeding, advertising and disposing of impounded livestock shall be determined by the Sheriff. Any damages that may be incurred as a result of capturing, handling or impounding such livestock shall be the sole responsibility of the Sheriff if such damages were directly attributable to an act or omission of the Sheriff or his agents.

4. The owner of the impounded livestock may redeem the impounded livestock at any time prior to sale by providing proof of ownership and paying the full amount of all fees or expenses incurred for impounding, serving notice, care and feeding, veterinary fees, and advertising the impounded livestock. In the event there is a dispute as to the amount of

such costs and expenses, the owner may give bond with sufficient sureties to be approved by the sheriff, in an amount to be determined by the sheriff, but not exceeding the fair cash value of such livestock, conditioned to pay such costs and damages; thereafter, within 10 days, the owner shall institute suit in equity to have the damage adjudicated by a court of equity or referred to a jury if requested by either party to such suit.

5. If the livestock is not redeemed within the time provided, the Sheriff shall sell the livestock at auction, and any proceeds of the sale shall be used to reimburse the expenses incurred as a result of impoundment and disposition. However, if the Sheriff determines that the impounded livestock is of no commercial value, the Sheriff may donate the livestock to a non-profit agency for the prevention of cruelty to animals located within Escambia County, Florida.

6. Upon disposition of any impounded livestock, the Sheriff shall file a written report with the Clerk, with a copy to the County, with a full and accurate description of the livestock sold or otherwise disposed of, to whom, the sale price, and any fees or expenses incurred for impounding, serving notice, care and feeding, advertising and disposing of the impounded livestock. The Sheriff shall deposit all proceeds in its general operating fund.

7. In the event that the sales price of an animal exceeds the Sheriff's fees and costs, the Sheriff shall pay such balance to the owner of such livestock, provided the owner shall make satisfactory proof of ownership to the Board of County Commissioners within 90 days from the date the sheriff reports the sale. The Sheriff shall file a written report of all such payments with the Clerk, and send a copy to the County.

8. At the end of the fiscal year, Sheriff shall file an "Annual Livestock Impoundment Financial Report" report with the Clerk indicating the net profit or loss based on total sale proceeds for all livestock sold pursuant to this agreement less the total fees or expenses incurred by the Sheriff for impounding, serving notice, care and feeding, advertising and disposing of

impounded livestock, and less any sums paid to the owner pursuant to paragraph 7 above. The report shall include a projection of any anticipated deficit for the following fiscal year, and Sheriff shall submit a budget request to compensate for any such anticipated deficit.

9. In the event the total annual sale proceeds exceed the annual total fees or expenses incurred by the Sheriff for impounding, serving notice, care and feeding, advertising and disposing of impounded livestock, the balance shall be paid by the Sheriff into the fine and forfeiture fund of the County.

B. County:

1. The County shall, not later than October 1, 2012, establish and maintain a suitable place for impoundment of livestock running at large or straying until such time the livestock may be redeemed or otherwise disposed of, and the County shall provide necessary transportation for the impounded livestock. Between the date of this agreement and September 30, 2012, the County hereby designates the Sheriff as the official responsible for impoundment and for maintaining a suitable place for impounding livestock running at large, subject to the reimbursement by the County as provided herein.

2. The County hereby designates the Sheriff as impounder to provide food and water for the impounded animals until such time the livestock may be redeemed or otherwise disposed of, subject to reimbursement by the County as provided herein.

3. In the event of a sale of any livestock by the Sheriff in which the sales proceeds exceed the total fees or expenses incurred by the Sheriff for impounding, serving notice, care and feeding, advertising and disposing of impounded livestock, and a person asserts that he is the owner of the livestock sold, Board of County Commissioners will review the proof of ownership presented by the person and notify the Sheriff, in writing, whether the proof of ownership submitted is sufficient to establish that the person is the owner of the sold livestock. If the Board of County

Commissioners finds that the proof of ownership is sufficient, the Sheriff shall pay the balance to the owner.

4. In the event the total annual livestock sale proceeds are insufficient to pay the total fees or expenses incurred by the Sheriff for impounding, serving notice, care and feeding, advertising and disposing of impounded livestock and the total sums paid to owners pursuant to paragraph 3 above, the deficit, as indicated in the Sheriff's Annual Livestock Financial Report, shall, after certification by the Clerk, be paid by the County to the Sheriff as a part of the net year end budget reconciliation.

C. **Clerk:**

1. The Clerk shall keep a permanent record of all sales, disbursements, and distributions as reported by the Sheriff.

2. The Clerk shall review the Sheriff's Annual Livestock Financial Report for accuracy. In the event there are discrepancies, the Report will be returned to the Sheriff for reconciliation and resubmission.

3. Once the Clerk is able to establish the accuracy of the report, the Clerk will forward the certified Annual Livestock Financial Report to the County.

5. **Termination.** This Agreement may be terminated for the convenience of any Party after ninety (90) days written notice is given to the other Parties.

6. **Effective Date.** This Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

7. **Liability.** The Parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of any other Party. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party and nothing herein shall be construed as consent by any Party to be sued by third parties in any matter arising out of this Agreement.

8. **Records.** Each Party is responsible for maintaining, in a form acceptable to the Parties, all records of personnel and equipment used under this Agreement for a period of five (5) years and each Parties' records shall subject to audit after reasonable notice.

9. **Public Records.** The Parties acknowledge that this Agreement and any related

financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to a 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.

10. **Assignment.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other Party.

11. **All Prior Agreements Superseded.**

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations 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.

12. **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.

13. **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.

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter, which is a subject of this Agreement shall be in the County of Escambia.

15. **Interpretation.**

(a) For the purpose of this Agreement, the singular includes the plural and the

plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

16. **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.

17. **Further Documents.** The Parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provision of this Agreement.

18. **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.

19. **Notices.** Any notice, invoice or payment, or communication required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY:

Amy Lovoy, Bureau Chief
Office of Management and Budget
221 Palafox Place, Suite 420
Pensacola, Florida 32597

TO THE CLERK:

Ernie Lee Magaha
Clerk of the Circuit Court
190 Governmental Center
Pensacola, Florida 32502

TO THE SHERIFF:

David Morgan, Sheriff
Escambia County Sheriff's Department
1700 West Leonard Street
Pensacola, FL 32501

Any Party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____, 2011, the Escambia County Sheriff's Department, by and through the Escambia County Sheriff, duly authorized to execute same, and the Clerk of Circuit Court and Comptroller of Escambia County, by and through the Clerk of Courts, duly authorized to execute same.

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

(SEAL)

This document approved, as to form and legal sufficiency.

By: [Signature]
Title: AGC
Date: 8/16/11

**ESCAMBIA COUNTY SHERIFF'S
DEPARTMENT:**

By: 
David Morgan, Sheriff

Date: 8/18/2011

Attest:

(Seal)

**CLERK OF THE CIRCUIT COURT AND
COMPTROLLER OF ESCAMBIA COUNTY,
FLORIDA:**

By: _____
Ernie Lee Magaha, Clerk of the Circuit Court

Date: _____

Attest:

(Seal)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1276

County Administrator's Report Item #: 12. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/01/2011

Issue: Conveyance of Utility Easements to Emerald Coast Utilities Authority (ECUA)

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of Utility Easements to Emerald Coast Utilities Authority (ECUA) - Joy D. Blackmon, P.E., Director Public Works Department

That the Board take the following action concerning the conveyance of Utility Easements of varying widths on County-owned property, located between Patton Drive and U.S. Highway 98 (Jones Creek Area), to Emerald Coast Utilities Authority (ECUA):

A. Approve granting Utility Easements of varying widths on County-owned property, located between Patton Drive and U.S. Highway 98 (Jones Creek Area), to ECUA; and

B. Authorize the Chairman to sign, subject to Legal review and sign-off, the necessary documents granting Utility Easements to ECUA.

Escambia County owns property located between Patton Drive and U.S. Highway 98 (Jones Creek Area). ECUA has existing easements and a lift station located in this area. ECUA plans to upgrade the lift station and lines and requests that the County grant additional Utility Easements in order to accommodate the replacement of the deteriorating pipe, wet well and valve box at the Patton Drive lift station. The scope of this work will include installing polyethylene pipe, a PVC force main, a new wet-well, pumps, and valve box. This project also includes a directional bore under Jones Creek. Public Works staff and Community & Environment Department staff reviewed this request and have determined that the conveyance of these easements will not adversely affect the County or the public's use of the property.

BACKGROUND:

Escambia County owns property located between Patton Drive and U.S. Highway 98 (Jones Creek Area). Emerald Coast Utilities Authority (ECUA) has existing easements and a lift station located in this area. ECUA plans to upgrade the lift station and lines and requests that the County grant additional utility easements in order to accommodate the replacement of the deteriorating pipe, wet well and valve box at the Patton Drive lift station. The scope of this work will include installing polyethylene pipe, a PVC force main, a new wet-well, pumps, and valve box. This project also includes a directional bore under Jones Creek. Public Works staff and Community and Environment Department staff reviewed this request and have determined that the conveyance of these easements will not adversely affect the County or the public's use of the property.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will review and approve the utility easements prior to execution and recording.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

After Board approval and upon execution of the documents by the Chairman, staff will transfer the documents to ECUA for acceptance and recording in the public records of Escambia County, Florida. County staff will continue to coordinate with ECUA in meeting their requirements.

Attachments

Easement

Sketch

Map

This document was prepared by:
Judy Cantrell
Escambia County Public Works Department
3363 W. Park Place
Pensacola, Florida 32505

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

UTILITY EASEMENT

THIS UTILITY EASEMENT is made this _____ day of _____, 2011, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic of the State of Florida, whose address is 9255 Sturdevant Street, Pensacola, Florida 32514 (Grantee).

WITNESSETH:

WHEREAS, Grantee proposes to construct and maintain an underground transmission pipeline in connection with Grantee's upgrade of an existing wastewater treatment lift station facility in Escambia County, Florida; and

WHEREAS, Grantor is the owner of real property over, across, and upon which Grantee proposes to construct and maintain the underground transmission pipeline in connection with Grantee's upgrade of an existing wastewater treatment lift station facility in Escambia County;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, Grantor does hereby grant, bargain, convey, transfer, and deliver to Grantee, a permanent utility easement over the real property described below for the purposes of constructing and maintaining an underground transmission pipeline, together with the right of ingress and egress over and across the easement area and the right to excavate, construct and maintain the underground transmission pipeline:

See attached Exhibit A

Grantor also does hereby grant, bargain, convey, transfer, and deliver to Grantee the right to clear, keep clear, and remove from the easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the easement area or any structures installed thereon by Grantee. Grantor, its successors and assigns, agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the easement area that may interfere with the location, excavation, operation or maintenance of the underground transmission pipeline. Easily removable improvements, such as fences, may be constructed with the prior written consent of Grantee.

By its acceptance of this easement, Grantee agrees to maintain the easement area in a safe, neat and orderly condition, and further agrees, to the extent, if any, permitted by law, and subject to the monetary limits established by Section 768.28, Florida Statutes (2006), to hold harmless, indemnify, defend, and pay on behalf of Grantor, any claims or liability which may be asserted against Grantor resulting from or arising out of the exercise by Grantee of the rights granted to it by this instrument.

In the event of any discrepancy between the actual location of the improvements and the legal description of the easement area, the actual location of improvements shall control to the extent of such discrepancy and the legal description shall be deemed to have been modified and the Grantor for itself, its successors and assigns, agrees to execute such corrective instruments as may be reasonably required by Grantee.

IN WITNESS WHEREOF, Grantor has set its hand and seal on the date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

ACCEPTANCE

THIS UTILITY EASEMENT was accepted for public use by the Executive Director of the Emerald Coast Utilities Authority on this ____ day of _____, 2011.

EMERALD COAST UTILITIES
AUTHORITY

By: _____
Stephen Sorrell, Executive Director

ATTEST:

By: _____

EXHIBIT "A"

EASEMENT #1 (20' WIDE GRAVITY SEWER EASEMENT):

COMMENCE AT A ½" CAPPED IRON ROD #5791 AT THE POINT OF CURVATURE ON THE NORTHERLY RIGHT-OF-WAY LINE OF PATTON DRIVE (60 FOOT RIGHT-OF-WAY) NEAR ITS INTERSECTION WITH LILLIAN STREET (50 FOOT RIGHT-OF-WAY), AS SHOWN ON THE PLAT OF BEL-AIR AS RECORDED IN PLAT BOOK 2 AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO WESTWARDLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PATTON DRIVE AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1661.00 FEET (DELTA ANGLE: 00 DEGREES 54 MINUTES 13 SECONDS, CHORD BEARING AND DISTANCE: SOUTH 86 DEGREES 45 MINUTES 53 SECONDS WEST - 26.20 FEET), AN ARC DISTANCE OF 26.20 FEET TO A POINT ON THE WEST LINE OF THE "SANITARY SEWER EASEMENT" DESCRIBED IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 534 AT PAGE 912 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO NORTH 14 DEGREES 47 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID "SANITARY SEWER EASEMENT", A DISTANCE OF 397.51 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 83 DEGREES 28 MINUTES 05 SECONDS WEST, A DISTANCE OF 25.39 FEET TO A POINT ON THE EAST LINE OF AN EXISTING 10 FOOT WIDE SANITARY SEWER EASEMENT; THENCE GO NORTH 43 DEGREES 03 MINUTES 28 SECONDS WEST ALONG THE EAST LINE OF SAID EXISTING 10 FOOT WIDE SANITARY SEWER EASEMENT, A DISTANCE OF 30.85 FEET TO A POINT; THENCE GO SOUTH 83 DEGREES 28 MINUTES 05 SECONDS EAST, A DISTANCE OF 41.07 FEET TO A POINT ON THE WEST LINE OF SAID "SANITARY SEWER EASEMENT" DESCRIBED IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 534 AT PAGE 912 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 14 DEGREES 47 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID "SANITARY SEWER EASEMENT", A DISTANCE OF 21.47 FEET TO THE POINT OF BEGINNING. BEING A PORTION OF SECTION 50, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 665 SQUARE FEET OF LAND.

EASEMENT #2-A (20' WIDE FORCE MAIN EASEMENT):

COMMENCE AT A ½" CAPPED IRON ROD #5791 AT THE POINT OF CURVATURE ON THE NORTHERLY RIGHT-OF-WAY LINE OF PATTON DRIVE (60 FOOT RIGHT-OF-WAY) NEAR ITS INTERSECTION WITH LILLIAN STREET (50 FOOT RIGHT-OF-WAY), AS SHOWN ON THE PLAT OF BEL-AIR AS RECORDED IN PLAT BOOK 2 AT PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO WESTWARDLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PATTON DRIVE AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1661.00 FEET (DELTA ANGLE: 00 DEGREES 11 MINUTES 59 SECONDS, CHORD BEARING AND DISTANCE: SOUTH 87 DEGREES 07 MINUTES 00 SECONDS WEST - 5.79 FEET), AN ARC DISTANCE OF 5.79 FEET TO A POINT ON THE EAST LINE OF THE "SANITARY SEWER EASEMENT" DESCRIBED IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 534 AT PAGE 912 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO NORTH 14 DEGREES 47 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID "SANITARY SEWER EASEMENT", A DISTANCE OF 367.06 FEET TO THE SOUTHWEST CORNER OF THE "LIFT STATION SITE" DESCRIBED IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 534 AT PAGE 912 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE CONTINUE NORTH 14 DEGREES 47 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID "SANITARY SEWER EASEMENT" AND ALONG THE WEST LINE OF SAID "LIFT STATION SITE", A DISTANCE OF 75.00 FEET TO THE NORTHWEST CORNER OF SAID "LIFT STATION SITE" AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 14 DEGREES 47 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID "SANITARY SEWER EASEMENT", A DISTANCE OF 17.21 FEET TO THE NORTHEAST CORNER OF SAID "SANITARY SEWER EASEMENT" AND THE APPROXIMATE CENTERLINE OF JONES CREEK; THENCE GO SOUTH 81 DEGREES 26 MINUTES 30 SECONDS EAST ALONG THE APPROXIMATE CENTERLINE OF SAID JONES CREEK, A DISTANCE OF 2.53 FEET TO A POINT; THENCE GO SOUTH 77 DEGREES 15 MINUTES 51 SECONDS EAST ALONG THE CENTERLINE OF SAID JONES CREEK, A DISTANCE OF 5.37 FEET TO A POINT; THENCE GO SOUTH 16 DEGREES 11 MINUTES 16 SECONDS EAST, A DISTANCE OF 13.73 FEET TO A POINT ON THE NORTH LINE OF THE AFORESAID "LIFT STATION SITE"; THENCE GO SOUTH 75 DEGREES 13 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID "LIFT STATION SITE", A DISTANCE OF 7.42 FEET TO THE POINT OF BEGINNING. BEING A PORTION OF SECTION 50, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 112 SQUARE FEET OF LAND.

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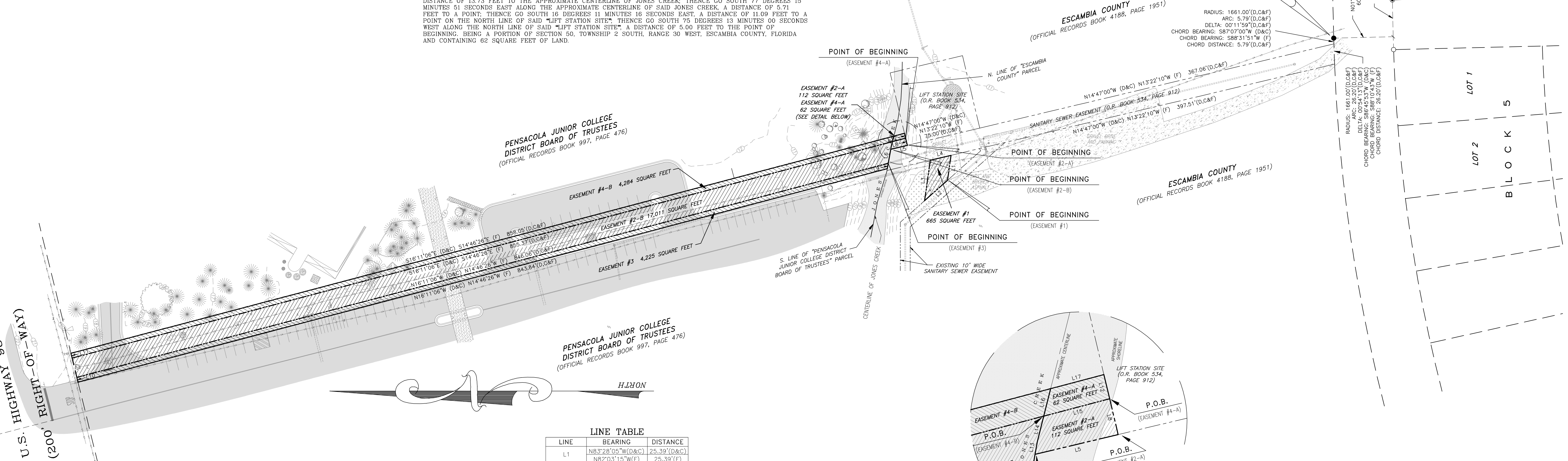
DESCRIPTION AND DESCRIPTION SKETCH

LEGAL DESCRIPTION (AS PREPARED BY RUBEN SURVEYING & MAPPING):

EASEMENT #1 (20' WIDE GRAVITY SEWER EASEMENT):
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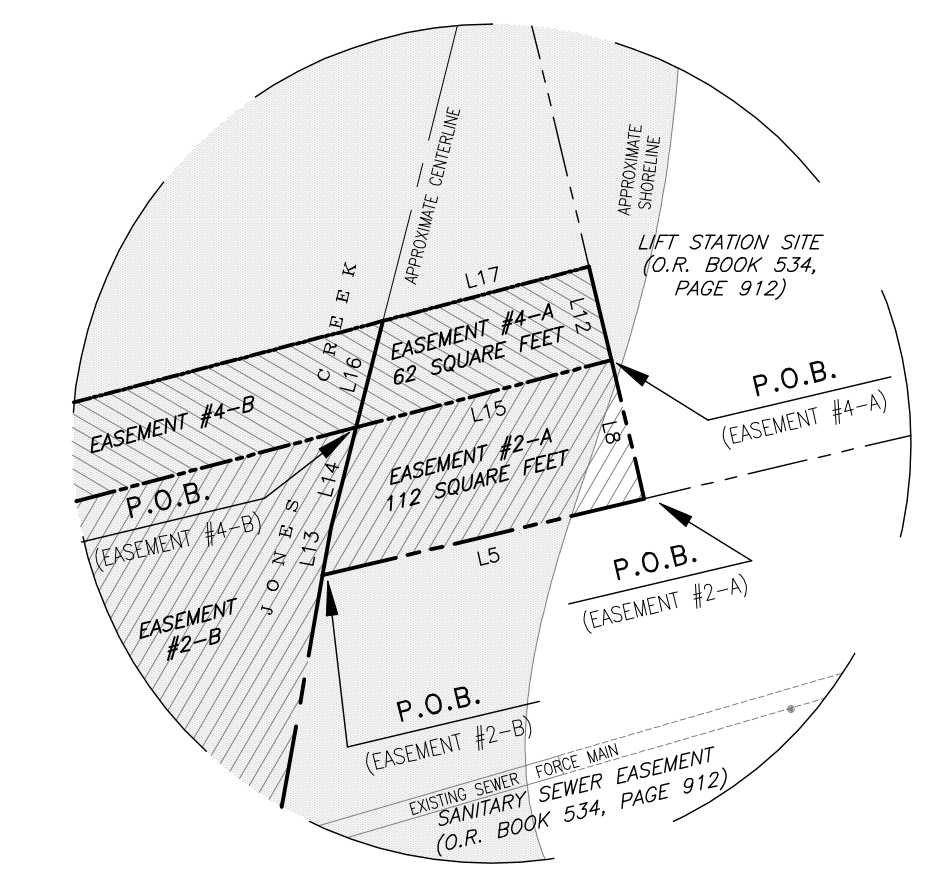
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LINE	BEARING	DISTANCE
L1	N83°28'05"W(D&C)	25.39'(D&C)
L2	N82°03'15"W(F)	25.39'(F)
L3	N43°03'28"W(D&C)	30.85'(D&C)
L4	N41°38'38"W(F)	30.85'(F)
L4	S83°28'05"E(D&C)	41.07'(D&C)
L4	S82°03'15"E(F)	41.07'(F)
L5	S14°47'00"E(D&C)	21.47'(D&C)
L5	S13°22'10"E(F)	21.47'(F)
L6	N14°47'00"W(D&C)	17.21'(D&C)
L6	N13°22'10"W(F)	17.21'(F)
L7	N81°26'30"W(D&C)	14.32'(D&C)
L7	N80°01'40"W(F)	14.32'(F)
L8	N74°47'23"E(D&C)	20.00'(D&C)
L8	N76°12'14"E(F)	20.00'(F)
L9	S75°13'00"W(D&C)	7.42'(D&C)
L9	S76°37'50"W(F)	7.42'(F)
L10	N81°26'30"W(D&C)	5.51'(D&C)
L10	N80°01'40"W(F)	5.51'(F)
L11	N74°47'23"E(D&C)	5.00'(D&C)
L11	N76°12'14"E(F)	5.00'(F)
L12	S75°13'00"W(D&C)	5.00'(D&C)
L12	S76°37'50"W(F)	5.00'(F)
L13	S81°26'30"W(D&C)	2.53'(D&C)
L13	S80°01'40"W(F)	2.53'(F)
L14	S77°15'51"E(D&C)	5.37'(D&C)
L14	S75°51'01"E(F)	5.37'(F)
L15	S16°11'16"E(D&C)	13.73'(D&C)
L15	S14°46'26"E(F)	13.73'(F)
L16	S77°15'51"E(D&C)	5.71'(D&C)
L16	S75°51'01"E(F)	5.71'(F)
L17	S16°11'16"E(D&C)	11.09'(D&C)
L17	S14°46'26"E(F)	11.09'(F)

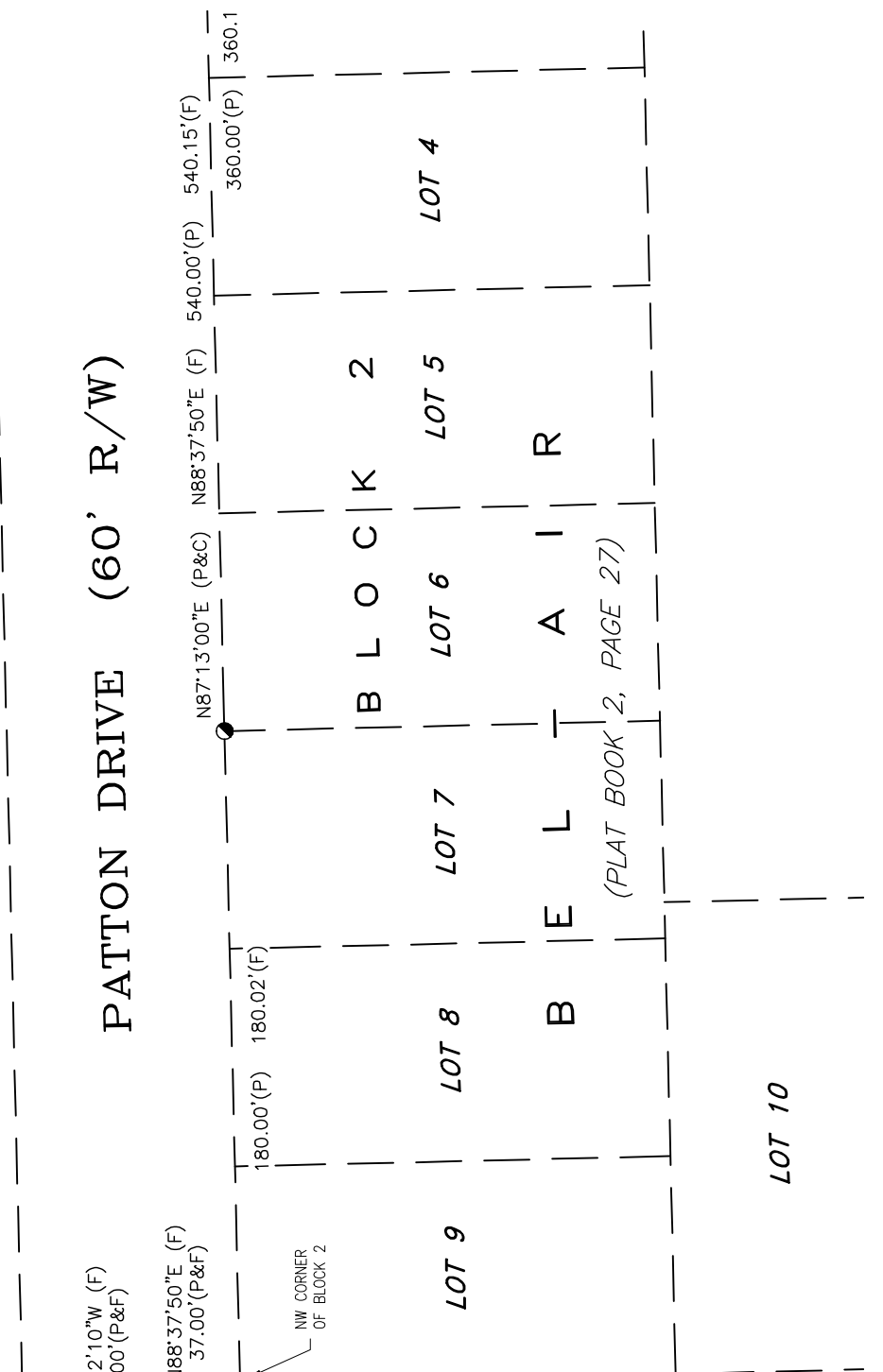
GENERAL NOTES:

- NORTH AND THE "FIELD" BEARINGS SHOWN HEREON ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, N.A.D. 1983 DATUM. THE "CALCULATED" BEARINGS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 87 DEGREES 13 MINUTES 00 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF PATTON DRIVE.
- THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
- NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, STATE AND/OR FEDERAL JURISDICTIONAL AREAS RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS THAT COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE LEGAL DESCRIPTION AS FURNISHED AND TO EXISTING FIELD MONUMENTATION.
- STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
- THE STRUCTURE DIMENSIONS IF ANY DO NOT INCLUDE THE EAVES OR OVERHANG OR THE FOUNDATION FOOTINGS.
- THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
- EASEMENTS #1, #2-A, #2-B, #3, #4-A & #4-B AS SHOWN HEREON ARE NEW PARCELS CREATED AT THE REQUEST OF THE CLIENT.



DETAIL OF EASEMENT 2-A AND EASEMENT 4-A
 HORIZONTAL SCALE: 1" = 10'

- LEGEND:**
- R/W - RIGHT OF WAY
 - D - DESCRIPTION
 - F - FIELD
 - P - PLAT
 - C - CALCULATED DATA
 - P.O.B. - POINT OF BEGINNING
 - - 1/2" CAPPED IRON ROD #5791 (SET)
 - - 1/2" CAPPED IRON ROD #1748 (FOUND)
 - - 1" IRON ROD, UNNUMBERED (FOUND)
 - - 1" IRON PIPE, UNNUMBERED (FOUND)
 - ▲ - GREEN FLAG MARKING SANITARY SEWER LOCATION
 - ◎ - GREEN PAINT MARKING SANITARY SEWER LOCATION



JOB NO.: 13394-08

FIELD DATE: 10/03/08

FIELD BOOK: 409

PROPERTY ADDRESS: BRIGADIER STREET

SCALE: 1" = 50'

REQUESTED BY: CH2M-HILL

DRAWN BY: JWC

PARTY CHIEF: RER

APPROVED: RER

ENCROACHMENTS: AS SHOWN

REVISION:

APPROVED BY:

DATE:

NO.:

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

ENCROACHMENTS: AS SHOWN

JOB NO.: 13394-08

SHEET 1 OF 1

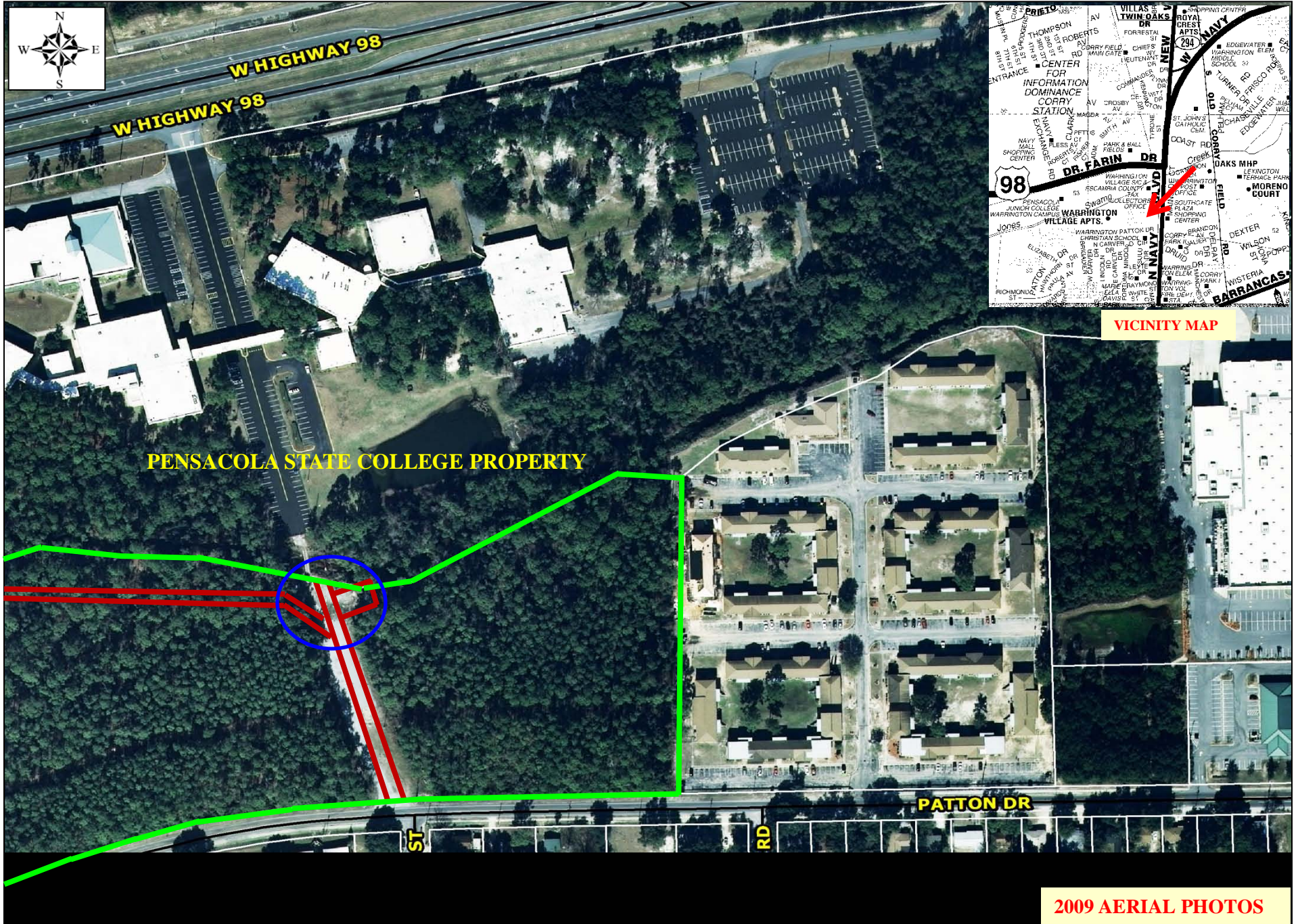
© COPYRIGHT 2010 BY RONALD E. RUBEN II, P.S.M.

DESCRIPTION & DESCRIPTION SKETCH

A PORTION OF SECTION 50, TOWNSHIP-2 SOUTH, RANGE-30 WEST, ESCAMBIA COUNTY, FLORIDA

RONALD E. RUBEN II, P.S.M. # 5791
DATE

EXHIBIT "A"
PROPOSED UTILITY EASEMENT TO ECUA / PATTON DRIVE



2009 AERIAL PHOTOS



ESCAMBIA COUNTY
 PUBLIC WORKS BUREAU
 LWG 04/15/11 DISTRICT 2

- EXISTING ECUA EASEMENT AND LIFT STATION
- COUNTY PROPERTY
- AREA OF IMPROVEMENT WHERE EASEMENTS ARE REQUIRED



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1295

County Administrator's Report Item #: 12. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/01/2011

Issue: Disposition of Property for Development Services Department

From: T. Lloyd Kerr, AICP

Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Disposition of Property for the Development Services Department - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve four Request for Disposition of Property Forms for the Development Services Department, Building Inspections Division and Planning & Zoning Division, for property which is no longer in service with the reasons for disposition stated on each; the items are to be disposed of as indicated on the Forms.

BACKGROUND:

The items listed on the Request for Disposition of Property forms are no longer used by the Development Services Department, are in bad condition, and will be disposed of as indicated on the forms.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with F.S. 274.07 and Board Policy, Section II, Part B. 1., Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, the items will be disposed of according to the Disposition of County Property Policy.

Attachments

DSD Property Disposition Forms

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: Development Services-BID COST CENTER NO: 250101

Deborah A. Overton DATE: 07/08/11
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *DA Overton* Phone No: 850-595-3572

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53627	Computer	26V2J71	Lat. D505	2005	bad
Y	53675	Computer	CRF5T61	SX280	2005	bad

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): *Teresa A. Creech*
 Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 7/8/11 Information Technology Technician Signature: *Teresa A. Creech*

TO: County Administration Date: 7/11/11
 FROM: Escambia County Bureau Bureau Chief (Signature): *T. Lloyd Kerr*
 Development Services Department Director
 Development Services Department Director
 Bureau Chief (Print Name) T. Lloyd Kerr

RECOMMENDATION: Date: 8-18-11
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. "Randy" 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: Development Services Department COST CENTER NO: 250401

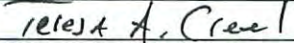
Patricia M. Knight DATE: 27-Jul-11
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-595-3475

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53646	Optiplex Computer		SX280	2005	Poor
Y	52244	Scanner			2003	Poor
Y	48918	Color Printer	SG03J83067		2000	Poor


Disposal Comments: _____

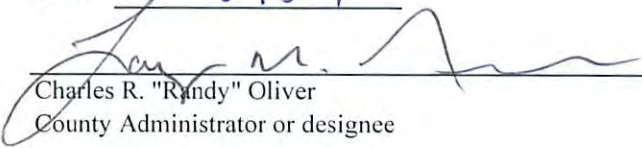
INFORMATION TECHNOLOGY (IT Technician): 
 Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 7/27/11 Information Technology Technician Signature: 

TO: County Administration Date: 8/18/11
 FROM: Escambia County Bureau Bureau Chief (Signature): 
 Department Director
 Department Director
 Bureau Chief (Print Name): T. Lloyd Kerr, AICP

RECOMMENDATION: Date: 8-18-11
 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: Development Services Department COST CENTER NO: 250401

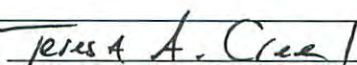
Patricia M. Knight
 Property Custodian (PRINT FULL NAME) DATE: 27-Jul-11

Property Custodian (Signature):  Phone No: 580-595-3475

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	53717	Desktop Computer			2005	Poor
Y	54968	Optiplex Computer		GX620	2006	Poor
Y	53952	Optiplex Computer		SX280	2005	Poor
Y	54125	Desktop Computer			2005	Poor
Y	54107	Desktop Computer			2005	Poor
Y	54550	Optiplex Computer		SX280	2005	Poor


Disposal Comments: _____

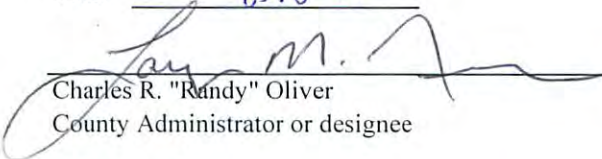
INFORMATION TECHNOLOGY (IT Technician): 
 Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 7/27/11 Information Technology Technician Signature:  

TO: County Administration Date: 8/18/11
 FROM: Escambia County Bureau Bureau Chief (Signature): 
 Department Director
 Department Director
 Bureau Chief (Print Name): T. Lloyd Kerr, AICP

RECOMMENDATION: Date: 8-18-11
 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: Development Services Department COST CENTER NO: 250401

Patricia M. Knight DATE: 27-Jul-11
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Patricia M. Knight* Phone No: 850-595-3475

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54549	Optiplex Computer		SX280	2005	Poor
Y	53956	Optiplex Computer		SX280	2005	Poor
Y	55966	Desktop Computer Missing		745	2007	Poor
Y	50990	Optiplex Computer			2002	Poor
Y	55467	Optiplex Computer		GX620	2006	Poor
Y	55592	Optiplex Computer		GX620	2007	Poor

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): *Teresa A. Cree*
 Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 7/22/11 Information Technology Technician Signature: *Teresa A. Cree*

TO: County Administration Date: 8/18/11
 FROM: Escambia County Bureau Bureau Chief (Signature): *T. Lloyd Kerr*
 Department Director
 Department Director
 Bureau Chief (Print Name): T. Lloyd Kerr, AICP

RECOMMENDATION: Date: 8-18-11
 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-1285

County Administrator's Report Item #: 12. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/01/2011

Issue: Waiver to Noise Ordinance for DeLuna Fest

From: T. Lloyd Kerr, AICP

Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 2011 DeLuna Fest at Pensacola Beach - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve the Application for a Special Event Permit for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance in conjunction with the outdoor event, DeLuna Fest, sponsored by Five Flags Tourism Group, to be held on Pensacola Beach, on the following dates and times:

Friday, October 14, 2011, 7:00 a.m., to 12:30 a.m., Saturday, October 15, 2011
Saturday, October 15, 2011, 7:00 a.m., to 12:30 a.m., Sunday, October 16, 2011
Sunday, October 16, 2011, from 7:00 a.m., to 11:30 p.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article II. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption.

The Escambia County Sheriff's Department and Santa Rosa Island Authority will be notified of the date, time, and location if proposed waiver is approved.

Attachments

Application

Sunday Closing Time

Site Location

Stage Locations



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

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3550 - Phone
(850) 595-3589 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	SE 110806427
Building Permit Number:	
Approved By:	Date:

Applicant: Five Flags Tourism Group, LLC	Phone Number: 850-433-0070
Owner's Name: Scott Mitchell	Phone Number: 850-232-9092
Owner's Address: 226 S Palatka Pl. Suite 106	
City: Pensacola, FL	State: Florida
	Zip Code: 32502
Job Address: 2 Via Delmar Drive	Lot or Apt. Number: Pensacola Beach, FL

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: Oct. 14 th , 15 th , 16 th	Description of Activity: Delmar Fest 2011 concerts on Pensacola Beach, FL
Beginning Time: 7:00 A.M. Ending Time: 12:30 A.M.	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	Date: 8/11/11
Applicant Signature: Scott A. Mitchell	

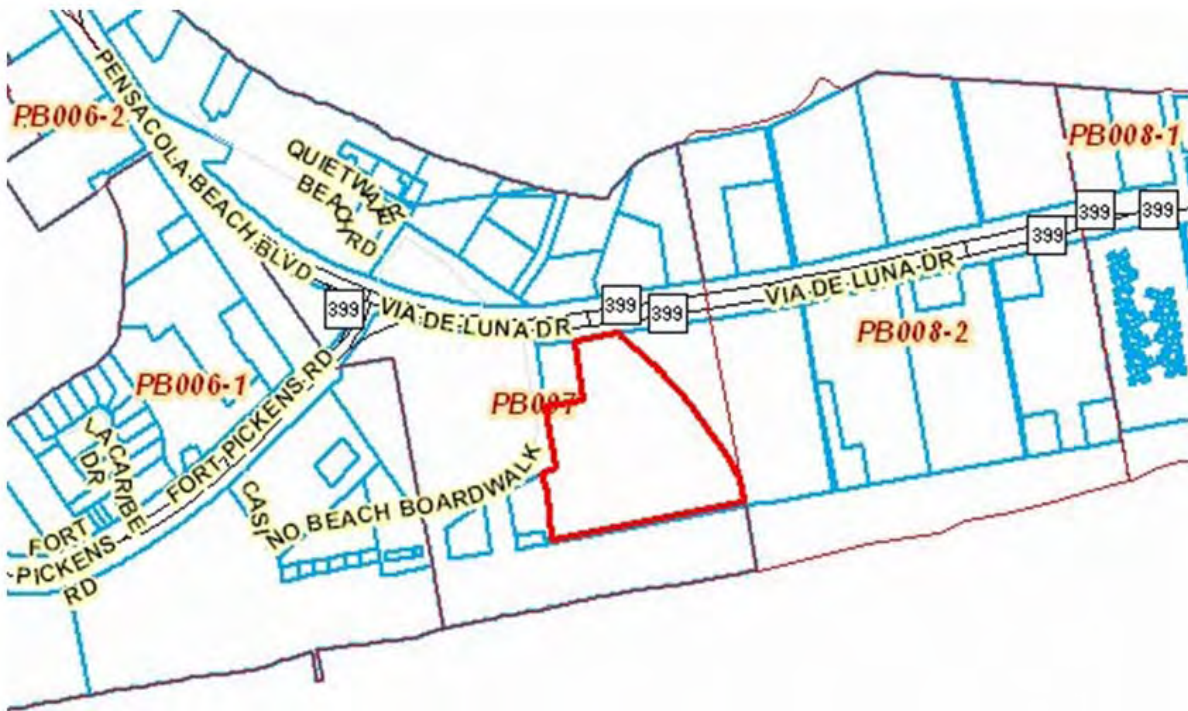
From: [Clint Aull](#)
To: [Kathy Peterson](#)
Subject: Re: Payment Receipt for County Noise Waiver
Date: Saturday, August 13, 2011 1:06:37 PM
Attachments: [deluna site map.pdf](#)
[ATT00001.htm](#)
[FFTG logo five flags.jpg](#)
[ATT00002.htm](#)

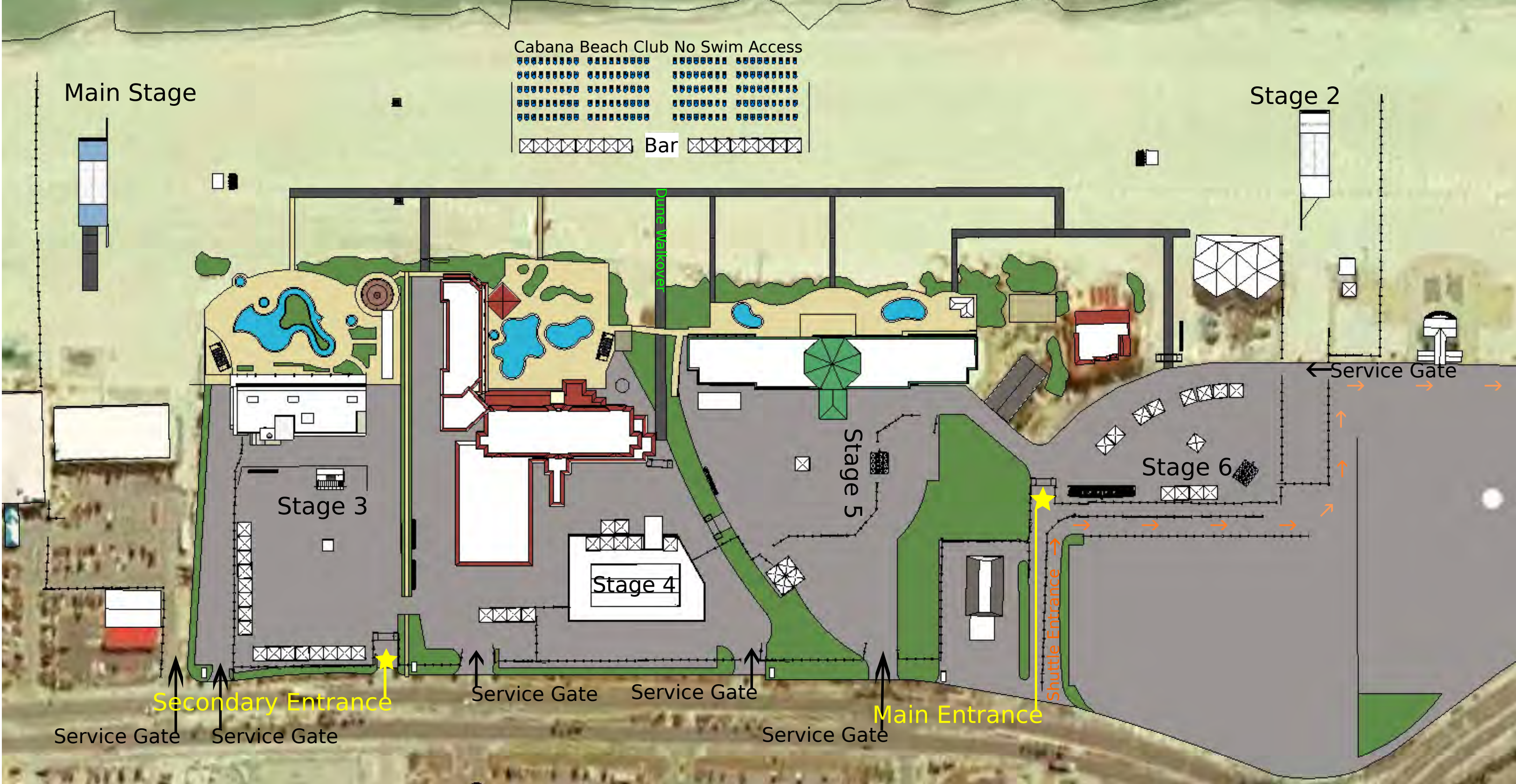
We can have the sunday curfew be 11:30 pm. I only need the later one for Friday and Saturday.

We will be done by 11 on SUnDay, but its nice to have that extra time just in case. Attached is the pdf for you. Thanks for all your help.

Clint

Site Location on Pensacola Beach





Deluna Fest 2011 Site Map

AMERICA'S ORIGINAL BEACH PARTY!

DELUNA FEST

PENSACOLA BEACH, FL OCTOBER 13TH - 16TH 2011

All Drawings are Confidential and Property of Five Flags Tourism Group, LLC



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1330

County Administrator's Report Item #: 12. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/01/2011

Issue: Escambia County Transit Development Plan Major Update

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia County Transit Development Plan Major Update - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action concerning the Escambia County Transit Development Plan Major Update:

A. Approve the submission of the Escambia County Transit Development Plan Major Update Draft Report to the Florida Department of Transportation (FDOT), establishing strategic goals and initiatives to be used as a guide in the future development of transit service levels and ensuring that these programs remain eligible for State Transit Block Grants and other available State and Federal transit funding; and

B. Adopt the Escambia County Transit Development Plan Major Update, finalized after FDOT review and approval, without further action of the Board.

[A COPY OF THE ESCAMBIA COUNTY TRANSIT DEVELOPMENT PLAN MAJOR UPDATE DRAFT REPORT IS AVAILABLE FOR REVIEW IN THE CLERK'S OFFICE AND AT WWW.GOECAT.COM]

BACKGROUND:

Each transit entity in Florida that receives State Transit Block Grant funding is required by the Florida Department of Transportation (FDOT) to prepare, submit, and periodically update a multi-year Transportation Development Plan (TDP) to ensure that the provision of public transit services is consistent with the needs and mobility goals of the local communities served by their system. This TDP Major Update has been prepared in conjunction with the Center for Urban Transportation Research (CUTR), and brings Escambia County into compliance with Administrative Rule 14-73 governing the development and update protocols of TDPs in the state.

The BCC approved the last TDP Major Update on July 20, 2006. Per established protocols, after the Board approves and adopts the TDP Major Update Draft Report, it is then submitted to the FDOT for review and final approval. Any changes recommended by the TDP must be approved by the Board prior to implementation.

BUDGETARY IMPACT:

Adoption of the TDP is necessary to ensure the continued eligibility of Escambia County to receive State and Federal transit funding.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary per established FDOT protocols, and is also in accordance to Escambia County's Comprehensive Plan - Mass Transit Element.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs and Escambia County Area Transit (ECAT) will continue to coordinate with FDOT on matters concerning this TDP Major Update and ensure that service level changes are in compliance with the TDP.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1268 County Administrator's Report Item #: 12. 7.
BCC Regular Meeting Technical/Public Service Consent
Meeting Date: 09/01/2011
Issue: Action Item- Hold Harmless for Escambia River Muzzle Loaders
From: T. Lloyd Kerr, AICP
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Recording of a Hold Harmless Agreement - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board take the following action concerning the Hold Harmless Agreement for the Escambia River Muzzle Loaders, Inc.:

A. Accept the Hold Harmless Agreement releasing the County from all claims, damages and expenses for any loss directly or indirectly caused by surface or storm waters standing or flowing or which have stood or flowed over, across or through the property, as required by the Special Project Condition contained in the Development Order; and

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

BACKGROUND:

The Escambia River Muzzle Loaders obtained a Development Order on January 5, 2011 to modify and update the existing gun club. The Development Order contained a special project condition requiring that a Hold Harmless Agreement be executed prior to construction or permits issued. The agreement releases the County from all claims, damages and expenses for any loss directly or indirectly caused by surface or storm waters standing or flowing or which have stood or flowed over, across or through the property.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Agreement has been reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney.

PERSONNEL:

No additional personnel are required.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Hold Harmless Agreement to execute.

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Hold Harmless, the document will be signed and recorded in the public records of Escambia County.

Attachments

Legal Approval: Hold Harmless Agreement

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Hold Harmless Agreement- Escambia River Muzzle Loaders

Date: 08/10/11

Date requested back by: 08/16/11

Requested by: Allyson Cain AC

Phone Number: 595-3547



(LEGAL USE ONLY)

Legal Review by Schubert

Date Received: Aug. 10, 2011

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

Please see my email of Aug. 11.

This document prepared by:
Stephen G. West, Assistant Count Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

RELEASE OF CLAIMS FOR DAMAGES,
HOLD HARMLESS, AND
INDEMNIFICATION AGREEMENT
(Corporation)

THIS RELEASE OF CLAIMS FOR DAMAGES, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT ("Agreement") is entered, by and between Escambia River Muzzle Loaders, Inc. and ERML Sportsmens' Foundation, Inc., both corporations organized under the laws of the State of Florida, whose mailing address is Post Office Box 333, Cantonment, FL 32533 (collectively "ERML") and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("County").

(Wherever used, the term "ERML" and "County" shall include singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns, when the context so admits or requires.)

WITNESSETH

WHEREAS, the ERML is the Lessee of property ("Property") located in *Escambia* County, Florida, more particularly described as:

See attached Exhibit A

WHEREAS, the County maintains certain public facilities on or adjacent to the Property; and

WHEREAS, the County requires as consideration for approval of the ERML's proposed development or use of the Property certain protections against claims resulting from surface or storm waters standing or flowing, or which have stood or flowed over, across, and through the Property;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, ERML and the County agree as follows:

1. The above-recitals are true and correct and incorporated herein by reference.
2. ERML shall release, indemnify, defend, and hold harmless the County, its elected and

appointed officials, employees, representatives, agents, and volunteers from any and all claims, suits, actions, damages, penalties, interests, liabilities and expenses, including costs and attorneys' fees, incurred in connection with the loss of life, bodily or personal injury, environmental damage, property damage, including the loss of use thereof, zoning or like issues, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with surface or storm waters standing or flowing, or which have stood or flowed over, across, or through the Property.

3. ERML acknowledges that this Agreement constitutes an absolute bar to its recovery in any suit instituted on account of injury or damages to persons or the Property as a result of surface or storm waters standing or flowing, or which have stood or flowed over, across, and through the Property.

4. ERML agrees to pay on behalf of the County a legal defense, which shall be done only if and when requested by the County, for all claims encompassed by this Agreement. Such payment on behalf of the County shall be in addition to any other legal remedies available to the County and shall not be considered its exclusive remedy.

5. ERML warrants that it holds the leasehold interest in the Property and that no third-party joinder or consent is necessary to effectuate this Agreement as it relates to the Property.

6. This Agreement and the obligations contained herein shall run with the land and shall be binding on ERML's heirs, executors, administrators, successors, and assigns.

5th IN WITNESS WHEREOF, the undersigned has made and executed this Agreement this day of January, 2011.

Witness [Signature]
Print Name GARY S. BISHOP

Escambia River Muzzle Loaders, Inc.

Witness [Signature]
Print Name Charles C. Miller

By: [Signature]
Sheldon Wade, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of January, 2011, by Sheldon Wade as President of Escambia River Muzzle Loaders, Inc., on behalf of the corporation. He () is personally known to me, or () produced current Driver License as identification.

[Signature]
Signature of Notary Public
PATRICIA M. KNIGHT
Printed Name of Notary Public

(Notary Seal)

PAY TO THE ORDER OF
BANK OF AMERICA
ATLANTA, GA 30339-3340
08300047
FOR DEPOSIT ONLY
BOARD OF COUNTY COMMISSIONERS
PLANNING & ENGINEERING
898033991288

ERML Sportsmens' Foundation, Inc.

Witness [Signature]
Print Name GARY S. BISHOP

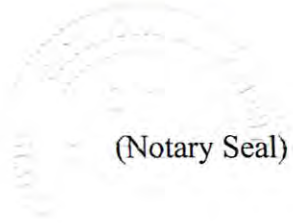
Witness [Signature] By: Michael Roberts
Print Name Charles C. Miller Michael Roberts, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of January, 2011, by Michael Roberts as President of ERML Sportsmens' Foundation, Inc., on behalf of the corporation. He is personally known to me, or produced current Driver License as identification.

[Signature]
Signature of Notary Public
PATRICIA M. KNIGHT
Printed Name of Notary Public

PAY TO THE ORDER OF
BANK OF AMERICA
ATLANTA, GA 30339-3340
063000047
FOR DEPOSIT ONLY
BOARD OF COUNTY COMMISSIONERS
PLANNING & ENGINEERING
898033991288



(Notary Seal)

ACCEPTANCE

This Release of Claims for Damages, Hold Harmless, and Indemnification Agreement is executed this ___ day of _____, 2011, by _____, on behalf of Escambia County, Florida, as authorized by its Board of County Commissioners at a meeting on the ___ day of _____, 2011.

Escambia County, Florida, a political subdivision of the State of Florida

By: _____

ATTEST: Ernie Lee Magaha
Clerk of the Court

(Deputy Clerk)

Exhibit "A"

THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 31 WEST, OF ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN CHANCERY ORDER BOOK 29, PAGE 351, BEING MORE PARTICULARLY DESCRIBED AS: BEGIN AT A RECOVERED ROUND CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE ABOVE MENTIONED NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 31 WEST, OF ESCAMBIA COUNTY, FLORIDA, FOR A POINT OF BEGINNING, THENCE ON A BEARING OF S87DEGREES 08' 24"E ALONG THE NORTH LINE OF THE ABOVE MENTIONED NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼, A DISTANCE OF 1,333.95 FEET TO A RECOVERED IRON ROD ON THE WEST RIGHT-OF-WAY OF ROCKY BRANCH ROAD, SAID RIGHT-OF-WAY BEING RECORDED IN OFFICIAL RECORD BOOK 330, PAGE 952; THENCE, ALONG SAID WEST RIGHT-OF-WAY, ON A BEARING OF S02DEGREES 26' 02"W, A DISTANCE OF 659.91 FEET TO A POINT; THENCE, LEAVING SAID RIGHT-OF-WAY, ALONG THE SOUTH LINE OF THE ABOVE MENTIONED NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼, SAID LINE ALSO BEING THE NORTH LINE OF A 33 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 330, PAGE 946, ON A BEARING OF N87DEGREES 10' 43"W, A DISTANCE OF 1,336.78 FEET TO A RECOVERED 4"X4" CONCRETE MONUMENT WITH A DISK STAMPED "ESCAMBIA COUNTY ENGINEERING-DO NOT DISTURB"; THENCE ALONG THE WEST LINE OF THE ABOVE MENTIONED NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼, ON A BEARING OF N02DEGREES 40' 47"E, A DISTANCE OF 273.79 FEET TO THE BEGINNING OF THE CENTERLINE OF A 66 FOOT RIGHT-OF-WAY TO THE WEST AS RECORDED IN OFFICIAL RECORD BOOK 456, PAGE 715, THENCE CONTINUE ALONG SAID WEST LINE ON THE SAME BEARING OF N02DEGREES 40' 47"E, A DISTANCE OF 387 FEET TO THE RECOVERED ROUND CONCRETE MONUMENT AT THE NORTHWEST CORNER AND THE POINT OF BEGINNING, CONTAINING 20.2 ACRES MORE OR LESS.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1332

County Administrator's Report Item #: 12. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/01/2011

Issue: Disposition of Property Request for Supervisor of Elections

From: David H. Stafford

Organization: Escambia County Super. of Elections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Disposition of Surplus Property for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board approve the Request for Disposition of Property Form for the Supervisor of Elections Office, for property to be auctioned as surplus or properly disposed of, which is listed on the Disposition Forms with agency and reason stated.

BACKGROUND:

Escambia County established policy for disposing of surplus or obsolete equipment.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with BCC policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Disposition of Property

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Bureau: _____ Supervisor of Elections COST CENTER NO: 550101

Doug Browne DATE: 7/26/2011
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 595-3033

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	48188	Sharp fax machine	7011013X	FO5600	1999	working

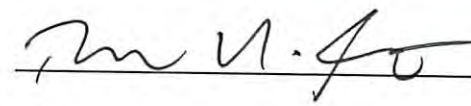
Disposal Comments: _____

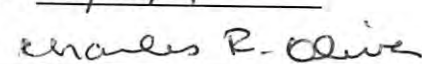
INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 _____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 7/29/2011
 FROM: Escambia County Bureau Bureau Chief (Signature): 
 Bureau Chief (Print Name) David H. Stafford

RECOMMENDATION: Date: 8/23/11
 TO: Board of County Commissioners
 FROM: County Administration

 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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1341

County Administrator's Report Item #: 12. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/01/2011

Issue: Appointment to the Tourist Development Council

From: Charles R. (Randy) Oliver

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointment to the Tourist Development Council - Charles R. "Randy" Oliver, County Administrator

That the Board approve appointing Gregory Jones to the Tourist Development Council as an "Interested in Tourism" appointee, effective September 1, 2011, through November 30, 2014, to fill the unexpired term of Nancy Halford, who resigned.

BACKGROUND:

Mr. Gregory Jones has expressed a desire to serve; his Resume is provided for your review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments / reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resume Gregory Jones

Gregory Jones
14500 River Rd. Suite #501
Pensacola, FL 32507
(850) 777-9652
gregjones@WCIcommunities.com

Employment

**WCI Communities, Inc.
Bonita Springs, FL**

March 2001 - Present

WCI Northwest Region Senior Project Manager & General Manager of Amenities

Oversee all aspects of regional real estate and membership sales encompassing over 1500 residential units, 400 golf memberships, 200 marina slips, and all community association memberships

Coordinate all marketing activities for the region to develop community marketing plan inclusive of budgets, development of collateral, targeting key sales demographics, event schedules, and long range planning

Lead role in the conceptual design, design development, construction management, project management, and budget administration to ensure timely delivery of several community amenities:

- 18 Hole Arnold Palmer Championship Golf Course and Clubhouse
- Community Town Center: tennis, swimming, cinema, internet café, spa and fitness center
- Beach Club: dining facility and beachside resort services
- Marina Club comprised of 200 wet and dry boat slips, community social center, fitness, swimming and ship store
- State of the art Sales Building

Responsible for all forecasts, budgets, and absorption for regional Sales, Marketing and Amenities efforts

Develop of all amenity operations revenue & expense models providing key operating performance indicators inclusive of membership programs for all regional amenity projects

Assemble management teams, succession plan, and training programs for all business units

Assist in development of community HOA budgets, dues schedules and developer exit strategy

Work with local and federal regulatory agencies to acquire permitting for regional projects

Serve on Regional Due Diligence Committee relating to future acquisitions

WCI Northwest Region Project Manager of Amenity Operations

Lead role in the conceptual design, design development, construction management and budget administration to ensure timely delivery of several community amenities:

- 18 Hole Arnold Palmer Championship Golf Course and Clubhouse
- Community Town Center: tennis, swimming, cinema, internet café, spa and fitness center
- Beach Club: dining facility and beachside resort services
- Marina Club comprised of 200 wet and dry boat slips, community social center, fitness, swimming and ship store
- State of the art Sales Building

Forecast and manage project cash flow

Develop revenue & expense models providing key operating performance indicators

Create club membership programs and marketing strategies

Work directly with corporate marketing team to develop community marketing plan

Assemble management teams and succession plan

Assist in Creation of community HOA budgets, dues schedules and developer exit strategy

Work with local and federal regulatory agencies to acquire permitting for regional projects

Serve on Regional Due Diligence Committee relating to future acquisitions

WCI - General Manager - Lost Key Golf Club

Implemented company mission, vision and values to pre-existing establishment

Dramatically increased net financial performance by implementing a business plan focused on team building and prime cost control

Established capital equipment purchase budget for golf operations

Development of management staff and succession plan for facility

WCI - General Manager - Tarpon Cove Yacht & Racquet Club

Awarded Club Operations of the Year 2002 & 2003
Accelerated net profit over 400% in 9 months
Oversee daily operations of Food and Beverage, Tennis and Marina
Development of operating budgets, forecasts, and managed cost of goods sold
Chief coordinator of tournaments and club activities

Miramar Beach & Tennis Club Naples, FL October 1999 - March 2001

Assistant General Manager

Maintain and exceptional rapport with private club members to ensure maximum member satisfaction
Development and analysis of business plans pertaining to sales goals, labor costs and cost of sales
Managed all aspects of casual and fine dining restaurants, banquets operations, beachside services and member events
Instituted internal control procedures and authored policy guidelines
Created staff training program focusing on customer service

Heffrons Hauppauge, NY May 1992 - August 1999

General Manager

Responsible for all aspects of daily operation of premier New York Night Club
Bookkeeping, payroll, staffing and purchasing
Created innovative promotions to remain competitive in fast paced, dynamic industry
Actively participated in planning and budgeting for two major club expansions
Interacted with town officials to maintain positive public relations within the community

Education
State University of New York at Stonybrook
Bachelor of Science in Biology and Psychology

Current Board Position

President – Lost Key Golf & Beach Club Master Association
President – Lost Key Marina & Yacht Club Master Association
President – Lost key Marina & Yacht Club Dry Storage Association
Resident Board Member – La Serena Master Association

Dean Kirschner

From: Vicki Campbell [vicki@perdidotitle.com]
Sent: Monday, June 20, 2011 4:26 PM
To: Gene M. Valentino; Dean Kirschner; Dean Kirschner
Cc: 'Wilson Robertson'; 'Richard Columbia'
Subject: WEAC Meetings

Good afternoon Gentlemen.

When Gene asked me to serve on the WEAC he told me the meetings would always be at 5:30pm or after work hours. The first meeting was at 5:30 and I attended that meeting. After the first meeting the time was changed to 4pm which I believe to be a better time for the majority of the members of the committee. I totally understand the new time but for me to make it to a 4pm meeting I would have to leave work at 3:30pm and I am currently not able to leave work that early. Thank God we are way too busy. I don't want to take up a spot on the committee if I am unable to attend. So.....unfortunately this email will serve as my letter of resignation from the West End Advisory Committee.

I think you have a great group on this committee and feel the members will serve you well. I appreciate the opportunity to serve the committee and the community and hope you understand my need to resign. If ever in the future you need my assistance with any matters concerning the community of Perdido Key Area, don't hesitate to call on me.

Vicki



Vicki H. Campbell, C.I.S.
Perdido Title & Abstract, Inc.

369 South Palmdar Street Email: vicki@perdidotitle.com
Pensacola, FL 32502 www.perdidotitle.com
Phone: (850) 449-1196



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1273

County Administrator's Report Item #: 12. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/01/2011

Issue: SBA#278 - Sheriff Off-Duty Officer Reimbursements

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #278 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #278, General Fund (001) in the amount of \$16,918, to recognize off-duty officer employment expense reimbursements, and to appropriate these funds back into the Sheriff's Budget for law enforcement activities in Escambia County.

BACKGROUND:

Funds are available for appropriation from off-duty officers that have outside employment. These reimbursements must be recognized and appropriated back into the Sheriff's Budget. These funds will be appropriated for the purchase of two K-9 units.

BUDGETARY IMPACT:

This amendment will increase Fund 001 in the amount of \$16,918.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#278

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2011-_____

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

WHEREAS, the Escambia County Sheriff has received reimbursements from off-duty officers, for related off-duty employment expenses incurred by the Sheriff's Office, 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:

General Fund Fund Name	1 Fund Number	Account Code	Amount
Miscellaneous Sheriff Fees	1	369939	16,918
Total			\$16,918

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Capital Outlay	001/540101	59704	16,918
Total			\$16,918

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Kevin W. White, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#278



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1278

County Administrator's Report Item #: 12. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/01/2011

Issue: SBA#281 - Increase in County Fuel Budget

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #281 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #281, Internal Service Fund (501) in the amount of \$350,000, to recognize an increase in the Fuel Revenue Budget, and to appropriate these funds for fuel usage for County vehicles, due to the increased fuel costs for Fiscal Year 2010-2011.

BACKGROUND:

The cost of fuel has increased during the FY2010-11 Budget Year, as a result the revenue must be increased to compensate for the additional usage and cost.

BUDGETARY IMPACT:

This amendment will increase Fund 501 in the amount of \$350,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#281

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2011-_____

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

WHEREAS, the cost for fuel has increased over the amount budgeted for fiscal year 2011 and the offsetting revenue must now be recognized and appropriated back into the Road Department's Fuel 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:

Internal Service Fund Fund Name	501 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Fuel Distribution Charges	501	349902	350,000
Total			<u>\$350,000</u>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Supplies	501/210407	55201	350,000
Total			<u>\$350,000</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

Supplemental Budget Amendment
#281



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1290

County Administrator's Report Item #: 12. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/01/2011

Issue: Main Jail Kitchen AHU's Replacement

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Main Jail Kitchen Air Handling Units (AHU's) Replacement - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract, PD 10-11.068, "Main Jail Kitchen AHU's Replacement" for the Base Bid and Alternate Item 1, only to The Wright Co., for a total amount of \$134,250.

[Funding: Fund 001, General Fund, Cost Center 210606, Object Code 56401]

BACKGROUND:

Bids were opened on August 18, 2011 with two bidders deemed nonresponsive to the bid specifications and The Wright Co. being deemed the lowest responsive and responsible bidder.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 210606, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

The Public Works Department, Facilities Management Division shall perform the function of Contract Administration and Management.

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County, FL Ordinance, Chapter 46, Article II, Section 46-64 providing for Board Approval of Contracts of \$50,000 or greater.

IMPLEMENTATION/COORDINATION:

NA

Attachments

Bid Tab



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1291

County Administrator's Report Item #: 12. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/01/2011

Issue: Acquisition of Property Located at 540 Gulf Beach Highway

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acquisition of Property Located at 540 Gulf Beach Highway - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action regarding the acquisition of real property for Public Work's Bayou Grande Master Drainage Plan [Improvement E2], as well as a major drainage way for a 150-acre basin including several County roads:

A. Authorize the purchase of real property located at 540 Gulf Beach Highway, Account Number 08-1763-000, Reference Number 50-2S-30-6062-010-001; and

B. Approve the Tax Deed purchase price of \$1,663.59 for the 540 Gulf Beach Highway property.

[Property will be purchased with resources from Fund 181, Master Drainage Basin VIII, Account 210726, Object Code 56101]

BACKGROUND:

This property is part of the Tax Deed Application List submitted for Board approval on February 17, 2011. Because this parcel did not sell during the June 6, 2011 Tax Deed Sale, the County has a 90-day purchase priority period [FL Statute 197.502(7)] which ends September 6, 2011. This parcel is a major drainage way for a 150-acre basin including several county roads. It is also identified in the Bayou Grande Master Drainage Plan (Improvement E2) as a channel restoration project. Because the County is purchasing this property for a project, the price is lower [no County fees] than the purchase price would be for a public sale.

BUDGETARY IMPACT:

Property will be purchased with resources from Fund 181, Master Drainage Basin VIII, Account 210726, Object Code 56101

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

These properties are being purchased utilizing Florida Statute 197.502(7)

IMPLEMENTATION/COORDINATION:

NA

Attachments

540 Gulf Beach Hwy

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 502S306062010001 Account: 081763000 Owners: TOLBERT WILLIE LEE EST OF Mail: C/O LENA CROMARTIE 2912 HILLSIDE AVE CHEVERLY, MD 20785 Situs: <i>540 Golf Beach Hwy.</i> Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</p>	<p>2010 Certified Roll Assessment</p> <p>Improvements: \$0 Land: \$10,944 Total: \$10,944 Save Our Homes: \$0</p> <p>Disclaimer</p> <hr/> <p>Amendment 1 Calculations</p>
<p>Sales Data</p> <p>Sale Date Book Page Value Type Official Records (New Window)</p> <p>None Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court</p>	<p>2010 Certified Roll Exemptions</p> <p>None</p> <p>Legal Description</p> <p>BEG AT SE COR OF JONAS BROWN S/D N 27 DEG 58 MIN W 522 FT 8 IN N 41 DEG W TO NE COR OF BLK 5 JONAS BROWN...</p> <p>Extra Features</p> <p>None</p>

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

<p>Section Map Id: CA219</p> <p>Approx. Acreage: 1.9200</p> <p>Zoned: C-1 R-2</p>	<p>The map displays a grid of parcels. The central parcel is 6062-10-1. Surrounding parcels include 6062-20-2, 5040-4-5, 5040-3-5, 5040-2-5, 5040-1-5, 5040-5-4, 5040-3-4, 5040-3-3, 5040-2-3, 5040-1-3, 5040-2-3, 5040-1-3, 5040-3-1, 5040-1-1, 5040-1-2, 5040-2-2, 5040-3-2, 5040-4-2, 5040-6-2, 5040-5-2, 5090-13-5, 5090-15, 5090-8-5, and 5090-6-5. Streets shown include WINGATE ST, RICHMOND ST, and LOLA LN.</p>
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Buildings
Images

None

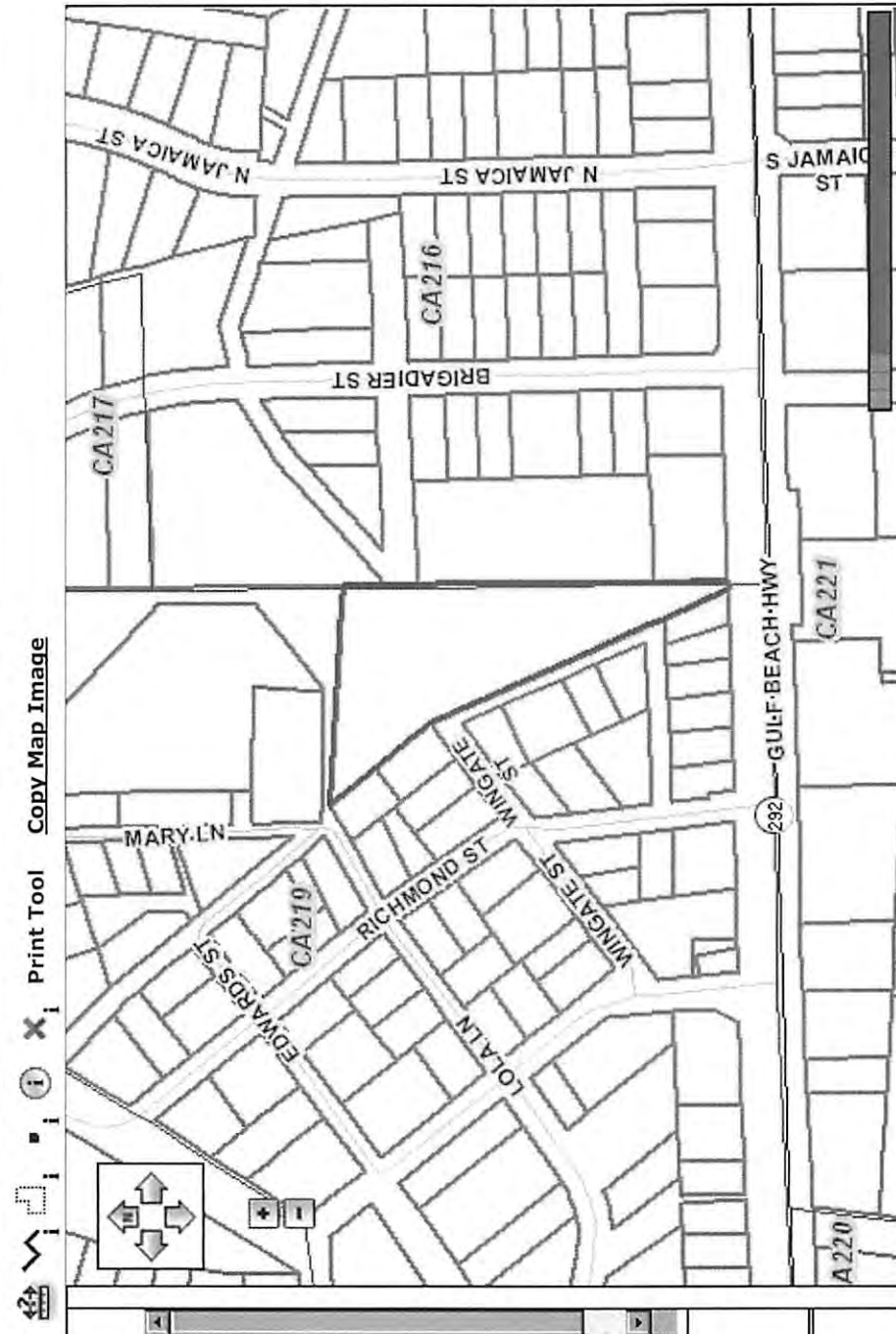
The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
502S306062010001 - Full Legal Description

BEG AT SE COR OF JONAS BROWN S/D N 27 DEG 58 MIN W 522 FT 8 IN N 41 DEG W TO NE COR OF BLK 5 JONAS BROWN S/D N 86 DEG 58 MIN E 305 FT S AT RT ANGLES TO NW COR OF DURSCHLAGS S/D PB 1 P 44 CONTINUE S ALG W LI OF SAID S/D TO N LI OF GULF BEACH H/W TO BEG BLK 1 UNRECORDED PLAT OF E ADDN DB 190 P 635 S/D PLAT DB 109 P 459 LESS OR 3154 P 539 ST RD 292 R/W CA 219

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.

**Chris Jones
Escambia County
Property Appraiser**



Use numeric selection labels
[Download Selection Data \(1 row\)](#)
[Record Search](#)

Reference: 50-2S-30-6062-010-001
Account: 08-1763-000
Section Map: CA219
Situs:
Owner: TOLBERT WILLIE LEE EST OF
Mailing Address:
C/O LENA CROMARTIE
2912 HILLSIDE AVE
CHEVERLY, MD 20785
Last Sale: n/a, \$0
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 1.9200
Building Count: 0
Total Heated Area: 0
Zoned: C-1;R-2

Include radius in selection (5280 ft max)
ft
Radius is used only with single parcel selection

Lookup Options:
 Auto Select
Reference Nbr:
Lookup Results:

Ex: 012N334444555666



**ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT**

ESCAMBIA COUNTY, FLORIDA

Tax Deed Properties For Sale

[More Info on Tax Deed Sales](#)

For property address and appraisal info, click on the Account link.

**Base Bid may not reflect Clerk's fees and Current Year Taxes until several weeks prior to sale.







Effective July 1, 2011 **Deposit Requirement Change**

The deposit due on winning a bid will change from a flat \$200 to \$200 or 5% of the winning bid, whichever is greater.

Clerk's FileNumber	Account	Certificate Number	Reference	Sales Date	Status	Opening Bid Amount	Min Estimated Deposit	Legal Description	Surplus Balance	Property Address	View Images
11-298	133787000	10527	000S009020009104	Jun 6 2011	Sold \$3,500.00 JULIAN HARRIS ADAM A. HARRIS	**\$1,559.24	\$200.00	N1/2 OF LT 7 AND ALL LT 8 AND S1/2 OF LT 9 BLK 104 EAST KING TRACT CA 64	\$1,008.58	1800 DR MARTIN LUTHER KING JR BLK PENSACOLA, FL 32503	
11-301	063673000	03292	332S301300006012	Jun 6 2011		**\$1,685.48	\$200.00	N1/2 OF LTS 6 7 BLK 12 WEST HIGHLANDS PB 1 P 74 OR 5890 P 1107/1109 CA 148		3700 W MORENO ST BLK PENSACOLA, FL 32505	
11-302	063765000	03309	332S301300016022	Jun 6 2011	REDEEMED	**\$2,225.67	\$200.00	LOT 16 BLK 22 WEST HIGHLANDS PB 1 P 74 OR 5631 P 1421 CA 148		3907 W AVERY ST 32505	
11-303	064006100	03347	332S303300092265	Jun 6 2011		**\$2,295.44	\$200.00	S 110 FT OF W 1/2 OF LT 10 AND OF E 1/2 LT 11 BLK 265 MULWORTH S/D PB 1 P 40 OR 5457 P 1967 CA 146		3502 W CERVANTES ST PENSACOLA, FL 32505	
11-304	064094000	03356	332S303301005274	Jun 6 2011		**\$1,632.39	\$200.00	LT 5 BLK 274 NORTH MULWORTH PB 1 P 51 OR 5772 P 1305 OR 6409 P 1955 CA 147		3403 W LLOYD ST PENSACOLA, FL 32505	
11-305	064306500	03373	332S304000013242	Jun 6 2011		**\$2,408.89	\$200.00	LTS 13 & 14 BLK 242 MCMILLAN ADDITION PLAT DB 26 P 147 OR 4276 P 1906 CA 139		600 Y ST BLK PENSACOLA, FL 32505	
11-306	064354000	03382	332S304000002252	Jun 6 2011	REDEEMED	**\$1,347.24	\$200.00	N1/2 OF FRAC BLK 252 MCMILLAN ADDITION PLAT DB 26 P 147 OR 3162 P 804 OR 3426 P 274 LESS OR 2893 P 689 STRAUB CA 139		613 N Z ST PENSACOLA, FL 32505	
11-307	070787000	03501	342S300660000021	Jun 6 2011		**\$1,422.52	\$200.00	BEG AT A PT ON S R/W LI OF US RD 90 (HWY 10A) WHICH IS 1520 8/10 FT ALG SD R/W E OF FRISCO RR R/W (SD PT BEING ON ELY LI OF KRASNOSKY AVE AND BEING ALG SD S R/W OF HWY 90) 200 FT ELY OF NW COR OF GEORGE		3722 JAMES ST PENSACOLA, FL 32505	

								KRASNOSKY PROP (DB 145 P 292) S PARL WITH W LI OF GEORGE KRASNOSKY PROP ALG ELY LI OF KRASNOSKY A More ...			
11-308	<u>070833000</u>	<u>03519</u>	342S300820000050	Jun 6 2011	Sold \$5,635.00 CARAVEKA LLC	**\$5,622.46	\$281.62	LT 5 BENSON COURT PB 1 P 68 OR 3624 P 525 CA 168		7 BENSON PL PENSACOLA, FL 32505	
11-309	<u>070979200</u>	<u>03547</u>	342S300850001002	Jun 6 2011		**\$2,466.23	\$200.00	BEG AT INTER OF N LI OF JACKSON ST & E LI OF DOMINQUEZ GRANT WLY ALG N LI OF JACKSON ST 1492 FT TO INTER OF E R/W LI OF LYNCH ST N 14 DEG 30 MIN W ALG SD R/W LI 731 FT N 72 DEG 0 MIN E 176 FT FOR POB CONT N 72 DEG 0 MIN E 74 FT N 14 DEG 30 MIN W 100 FT S 72 DEG 0 MIN W 78 52/100 FT S 17 DEG 05 MIN 3 More ...		901 KRASNOSKY ST PENSACOLA, FL 32505	
11-310	<u>070989000</u>	<u>03551</u>	342S300860050001	Jun 6 2011		**\$2,588.44	\$200.00	LT 5 BLK A OAKLAWN PB 2 P 28 OR 1174/1190/1502 P 364/298/423 OR 2746 P 4 CA 158		3704 W CERVANTES ST PENSACOLA, FL 32505	
11-311	<u>071619000</u>	<u>03614</u>	342S301150011003	Jun 6 2011		**\$1,801.88	\$200.00	LT 11 BLK 3 RE S/D PEN HAVEN PB 2 P 98 OR 1344 P 469 CA 187		17 CAREY AVE PENSACOLA, FL 32506	
11-312	<u>074108720</u>	<u>03817</u>	372S303400012002	Jun 6 2011	REDEEMED	**\$7,866.74	\$393.84	LT 12 BLK B WESLEYAN TERRACE PB 6 P 91 OR 5581 P 1127 CA 177		4515 IDLEWOOD DR PENSACOLA, FL 32506	
11-313	<u>074108730</u>	<u>03818</u>	372S303400014002	Jun 6 2011		**\$1,512.55	\$200.00	LT 14 BLK B 1ST ADDN TO WESLEYAN TERRACE PB 7 P 7 OR 4200 P 1687 CA 177		10 BETH CIR PENSACOLA, FL 32506	
11-314	<u>080051000</u>	<u>03858</u>	502S304010000006	Jun 6 2011		**\$2,532.29	\$200.00	BEG AT NE COR OF BLK 4 DURSCHLAGS S/D WLY 22 4/10 FT N 16 DEG W 197 5/10 FT S 72 DEG E 67 5/10 FT TO W LI OF LEE ST SLY 163 4/10 FT TO POB DB 231 P 417 LT A CASE #97-481 CP-03 OR 4436 P 1381 OR 4456 P 1389 CA 216		107 N JAMAICA ST PENSACOLA, FL 32507	
11-315	<u>080957000</u>	<u>03915</u>	502S305020025006	Jun 6 2011	REDEEMED	**\$1,278.03	\$200.00	LT 25 BLK 6 BEL AIR PB 2 P 27 OR 5530 P 1420 CA 218		600 ELIZABETH ST BLK PENSACOLA, FL 32507	
								LT 1 BLK 4 DK			

11-316	<u>081008000</u>	<u>03921</u>	502S305040001004	Jun 6 2011	Sold \$2,900.00 BARRY A. HOPPE VIRGINIA VAN METER	**\$2,828.85	\$200.00	21 P 204 JONAS BROWN PB 1 P 36 OR 6245 P 1242 CA 219	\$35.02	714 WINGATE ST PENSACOLA, FL 32507	
11-317	<u>081010000</u>	<u>03922</u>	502S305040003004	Jun 6 2011		**\$3,886.10	\$200.00	LTS 3 4 BLK 4 DB 130 P 318 JONAS BROWN PB 1 P 36 CA 219 OR 2494 P 940		706 WINGATE ST PENSACOLA, FL 32507	
11-318	<u>081749000</u>	<u>03984</u>	512S306000000008	Jun 6 2011		**\$10,576.93	\$529.35	BEG AT NW COR OF LT 7 BLK 10 1ST ADDN NEW WARRINGTON S 64 6/10 FT FOR POB E TO A POINT ON E LI OF LT 8 67 6/10 FT S OF NE COR OF LT 8 ELLIOTT PLACE S TO WASHINGTON ST W TO HARRIS ST N TO POB 1ST ADDN NEW WARRINGTON PB 1 P 30 ELLIOTT PLACE PB 1 P 33 OR 4489 P 703 OR 6424 P 1221 CA 215		20 W WASHINGTON ST PENSACOLA, FL 32507	
11-319	<u>081749000</u>	<u>04007</u>	502S306061080002	Jun 6 2011	REDEEMED	**\$2,210.45	\$200.00	BEG 512 FT W OF SW COR OF BLK 1 JONAS BROWN S/D CONTINUE WLY 50 FT NLY 125 FT ELY 50 FT SLY 125 FT TO BEG LT 8 BLK 2 MARY BAYNES UNRECORDED PLAT OF LT N LESS OR 3462 P 908 ST RD R/W S/D PLAT DB 109 P 459 CA 219		854 GULF BEACH HWY ADJACENT TO 32507	
11-320	<u>081763000</u>	<u>04010</u>	502S306062010001	Jun 6 2011	Sold \$2,493.00 ESCAMBIA COUNTY	**\$2,493.13	\$200.00	BEG AT SE COR OF JONAS BROWN S/D N 27 DEG 58 MIN W 522 FT 8 IN N 41 DEG W TO NE COR OF BLK 5 JONAS BROWN S/D N 86 DEG 58 MIN E 305 FT S AT RT ANGLES TO NW COR OF DURSCHLAGS S/D PB 1 P 44 CONTINUE S ALG W LI OF SAID S/D TO N LI OF GULF BEACH H/W TO BEG BLK 1 UNRECORDED PLAT OF E ADDN DB 190 P 635 S/D More...		540 GULF BEACH HWY PENSACOLA, FL 32507	
11-321	<u>081839000</u>	<u>04021</u>	502S306070120004	Jun 6 2011		**\$1,468.55	\$200.00	LT 12 BLK 4 LUZON HTS PB 2 P 5 SEC 50/51 T 2S R 30 OR 2208 P 849 OR 3163 P 18 CA		89 LEYTE DR PENSACOLA, FL 32507	

								217			
11-322	<u>083085000</u>	<u>04075</u>	512S307061014018	Jun 6 2011	REDEEMED	**\$1,628.40	\$200.00	LT 14 BLK 18 OR 153/1575 P 104/195 1ST ADDN TO NEW WARRINGTON PB 1 P 30 CA 221 OR 1792 P 856	212 THAYER AVE PENSACOLA, FL 32507		
11-323	<u>084039000</u>	<u>04133</u>	592S301000010017	Jun 6 2011		**\$1,773.31	\$200.00	LT 10 BLK 17 LAKEWOOD PB 2 P 30/30C OR 4865 P 1337 CA 191	13 ELEGANS AVE PENSACOLA, FL 32507		
11-324	<u>084369000</u>	<u>04199</u>	592S302700002038	Jun 6 2011		**\$2,366.62	\$200.00	S 40 93/100 FT OF LT 38 DB 200 P 381 S/D OF LTS 7 TO 10 PLAT DB 59 P 631 CA 195	200 SEAMARGE LN BLK PENSACOLA, FL 32507		
11-325	<u>090236618</u>	<u>04242</u>	031S311000000007	Jun 6 2011		**\$4,478.51	\$224.43	ALL WETLAND JURISDICTION AREAS AND ALL RETENTION AREAS BRISTOL CREEK PHASE 1 PB 15 P 54/54A OR 3599 P 838 OR 3595 P 801	BRISTOL CRK 32533		
11-326	<u>070729000</u>	<u>03484</u>	342S300590034059	Jun 6 2011		**\$1,467.94	\$200.00	BEG AT SE COR OF FRISCO STORAGE YARD NLY ALG E LI OF FRISCO YARD 534 FT N 41 DEG 55 MIN E 101 FT S 81 DEG 30 MIN E 233 8/10 FT TO E LI OF SEC S 21 DEG E 163 48/100 FT FOR POB N 77 DEG W 158 FT S 7 DEG W 95 FT ELY TO A POINT 110 FT S OF POB CONTINUE ELY TO E LI OF SEC NLY ON W LI OF GREEN ST TO POB O More ...	1533 N GREEN ST PENSACOLA, FL 32505		
11-327	<u>090237250</u>	<u>04243</u>	031S311101000005	Jun 6 2011	Sold \$2,980.00 ESCAMBIA COUNTY	**\$2,980.18	\$200.00	BEG AT MOST NWLY COR OF BRISTOL WOODS S/D PB 14 P 53 ALSO BEING SLY R/W LI OF CO RD 97 (100 FT R/W) CONT ALG CURVE CONCAVE NELY HAVING RADIUS 766 78/100 FT ARC DIST 74 51/100 FT (DELTA ANG 05 DEG 34 MIN 03 SEC CHORD 74 48/100 FT CHORD BEARING N 79 DEG 29 MIN 24 SEC W) TO INTER WITH S R/W LI OF DEVIN More ...	2500 DEVINE FARM RD BLK PENSACOLA, FL 32533		
								BEG AT NE COR OF SEC 0 DEG 38 MIN 10 SEC			

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA ►

1-11. Approval of Various Consent Agenda Items

Motion made by Commissioner Valentino, seconded by Commissioner Robinson, and carried 4-0, with Commissioner Robertson absent, approving Consent Agenda Items 1 through 11, as follows, with the exception of Item 7, which was held for a separate vote:

- 1. Approving the *Tax Deed Application List* (as provided) for 335 tax deeds for parcels over \$5,000; the Tax Deed Application process fees total per parcel is \$615; the County must deposit the fees with the Tax Collector (\$225 per parcel) and with the Clerk of the Circuit Court (\$390 per parcel) (Funding: Fund 001, General Fund, Cost Center 110201).**
- 2. Taking the following action concerning the surplus and sale of real property located in the 2900 Block of Old Chemstrand Road:**
 - A. Declaring surplus the Board's real property, Account Number 11-0139-000, Reference Number 14-1N-30-1000-014-014;**
 - B. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$3,420, in accordance with Section 46.134 of the Escambia County Code of Ordinances, or make a factual determination, in accordance with Section 46-131 of the Escambia County Code of Ordinances, that the value of the real property is \$15,000 or less, as determined by the records of the Escambia County Property Appraiser, and the size, shape, location, and value of the property would make it of use only to one adjacent property owner; and**
 - C. Authorizing the Chairman to sign all documents related to the sale.**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 1.

County Administrator's Report

Date: 02/17/2011
Issue: Tax Deed Applications for Property over \$5,000
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval: *Cesar R. Oliver 2/10/11*

RECOMMENDATION:

Recommendation Concerning Tax Deed Application for Property Over \$5,000 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board approve the Application List for 335 tax deeds for parcels over \$5,000. (See attached list). The Tax Deed Application process fees total per parcel is \$615. The County must deposit the fees with the Tax Collector (\$225 per parcel) and with the Clerk of the Circuit Court (\$390 per parcel).

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

BACKGROUND:

Florida Statute 197.502(3) provides that the County where the lands described in the certificate are located shall make application for deed on all certificates on property valued at \$5,000 or more on the Property Appraiser's roll, except deferred payment tax certificates, and may make application on those certificates on property valued at less than \$5,000 on the Property Appraiser's roll. The Tax Deed Application process fees total \$615 per parcel (Tax Collector; title search and application fees of \$225, and Clerk of the Circuit Court; advertisement, sheriff, and clerk fees of \$390).

In addition to all other required notices, these properties received a first class notice by mail from the Management and Budget Services Bureau to notify them that a tax deed would be issued on their property if payment were not made.

BUDGETARY IMPACT:

The total cost for these tax deed applications is \$206,025. Funds are available in General Fund (001), 110201.

LEGAL CONSIDERATIONS/SIGN-OFF:

This process is in compliance with Florida Statute 197.502(3).

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

Notification and payment will be made to the Tax Collector's Office and the Clerk of the Circuit Court's Office.

Attachments

Tax Deed Application List

TAX DEED APPLICATION LIST

ACCT_NO	GEO_NO	OWNR_NAME
02-0304-000	111S30-1101-003-090	QUINN MADELINE MARIE
02-0313-155	111S30-1101-015-090	DAVIS JAMES T & KATHLEEN L
02-0635-500	111S30-1901-003-030	SWAIN GEORGE T &
02-0909-000	111S30-1901-008-080	RAWLS LUCILLE B EST OF
02-1316-000	121S30-5101-000-002	KNIGHT WILLIE VAUGHN
02-1333-000	121S30-5209-000-000	WILMER HATTIE
02-1387-000	121S30-5409-000-012	BALDWIN LILLIE BELL
02-1405-000	121S30-5409-000-030	BROWN SAMUEL E & HATTIE D
02-1420-065	121S30-6104-007-002	GREEN WILLIE J
02-1422-000	121S30-6105-000-000	MITCHELL MARY M
02-1430-000	121S30-6106-000-018	SCOTT ANNIE B EST OF
02-1649-100	131S30-1000-000-019	GOODEN DARRELL DEVELOPMENT
02-3589-100	211S30-2101-010-006	WINGATE PAUL F EST OF
02-3626-000	211S30-2101-010-015	STROTHER MICHAEL T & MARY
02-3706-235	211S30-2103-210-003	HARDY HOWARD L III &
02-3706-257	211S30-2103-250-003	HARTLEY WILLIAM & DIANE
03-0059-000	221S30-2300-000-020	LAWYERS TITLE INS CORP
03-0519-506	231S30-1900-000-003	MACK ROBERT & JANE
03-0728-000	231S30-2500-003-006	WOODYARD JOHN B
03-0763-150	231S30-3500-010-001	BOGGAN LAMBERT J & SANDRA D
03-0763-240	231S30-3500-027-001	CREEL W T & LAVADA
03-0800-000	231S30-4401-000-016	ESCAMBIA COUNTY COMMUNITY
03-0889-800	241S30-1600-032-004	BETTS EARNEST U &
03-0963-000	261S30-2101-001-040	CROOM NEAL SR 2/7 & CROOM
03-1003-543	261S30-3101-001-024	VOLUSIA WHOLESALE LAND &
03-1199-000	261S30-5104-000-000	JONES GLORIA D
03-1260-000	261S30-6101-026-004	GONZALEZ AMANDA
03-1443-500	271S30-1203-000-045	SPICER ADAM P
03-1686-560	271S30-3101-014-035	WOS PROPERTIES LLC
04-0476-529	351S30-7113-007-002	WATERS EDDIE L JR
04-0480-001	351S30-7113-001-005	CHURCH JESUS SUPERNATURAL
04-0558-000	351S30-7229-000-001	COLEMAN WILLIAM O 3/18 COLE
04-1897-100	441S30-2002-001-011	EVANS JOYCE
04-2010-005	451S30-3000-001-065	PANHANDLE ELECTRIC SALES &
05-0177-000	032S30-2000-010-016	HUGHES ULYSSES & BARBARA P
05-0747-000	042S30-5003-000-000	SFK STEEL & SUPPLY CO INC
05-0788-000	042S30-6001-018-002	WILLIAMS ANNIE BELL EST OF
05-0808-000	042S30-6001-035-003	HAYWOOD WALLACE
05-0843-000	042S30-6001-029-005	COLLINS RICHARD
05-0902-000	042S30-6001-002-008	GREEN ROSIE LEE LIFE EST &
05-0998-000	042S30-6001-029-013	DEXTER JULE & MAGNOLIA
05-1343-000	042S30-6003-006-005	BANKS E
05-1428-000	042S30-7001-004-005	HARRIS CORA MAE &
05-1882-000	082S30-5003-000-001	ROBINSON DAVID R & SELINA A
05-2200-196	082S30-0550-000-048	JANSSEN ALLEN L & BRENDA
05-2886-000	082S30-1300-012-001	HARRIS ELIZABETH EST OF
05-4436-000	142S30-7000-000-015	MEDINA ANGELITO & HERMINIA
06-0018-070	162S30-1001-134-002	BASCOM LESLIE R & MARION C
06-1017-000	172S30-1000-013-022	PATCHES I INC TRUSTEE
06-1119-500	172S30-1200-090-003	GAINEY DEBRA V
06-1136-050	172S30-1200-002-005	BANK OF NEW YORK TRUSTEE
06-1251-500	172S30-1300-050-018	CALVIN DOUGLAS D
06-1319-000	172S30-1300-009-031	WILLIAMS CLANFORD SR
06-1320-100	172S30-1300-012-031	BOMSTEIN BRIAN E &
06-1324-000	172S30-1300-001-033	HARRIS ANTHONY J &
06-1344-000	172S30-1300-170-035	RIVERS SAMUEL M
06-1359-000	172S30-1300-017-037	WHITT JUANITA

TAX DEED APPLICATION LIST

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ACCT_NO	GEO_NO	OWNR_NAME
15-0481-000	000S00-9080-020-038	HALE TRACY &
15-0484-000	000S00-9080-023-038	BROWN H J ESTATE OF
15-0550-000	000S00-9080-160-044	PATCHES I INC TRUSTEE
15-0551-000	000S00-9080-170-044	KELSON JAMES E II
15-0562-000	000S00-9080-007-045	BEATY RAYMOND H
15-0584-000	000S00-9080-010-045	CUSHON HAGAR M EST OF
15-0574-000	000S00-9080-060-046	BROWN WINSTEL
15-0619-000	000S00-9080-012-051	DALE JOHN L &
15-0646-000	000S00-9080-014-053	PATCHES I INC TRUSTEE
15-0699-000	000S00-9080-050-059	WIGGINS EVELYN MCMILLAN EST
15-0733-000	000S00-9080-012-083	WILLIAMS FRED &
15-0740-000	000S00-9080-072-063	BOOKER LEILIA
15-0769-000	000S00-9080-015-065	JOHNSON LAMAR K EST OF &
15-0775-000	000S00-9080-010-068	HAYES LONNIE J
15-0780-000	000S00-9080-110-068	BEATY RAYMOND H
15-0783-000	000S00-9080-122-088	BALLOU MICHAEL
15-0784-100	000S00-9080-150-088	SHARAWAY HUSSEIN S & ANNE B
15-0787-000	000S00-9080-001-089	HAMLER JACQUELYN J 3/88 INT
15-0814-000	000S00-9080-010-072	PATCHES I INC TRUSTEE
15-0826-000	000S00-9080-200-072	COMMUNITY PROPERTY
15-0859-000	000S00-9080-191-077	SHARAWAY HUSSEIN S & ANNE B
15-0898-000	000S00-9080-003-085	JACKSON CLARD
15-0906-000	000S00-9080-024-085	PIERCE JIMMIE EST OF
15-0976-000	000S00-9080-012-093	MCINTIRE LAWRENCE & BERNICE
15-0989-000	000S00-9080-013-094	CARRUTHERS DONNA M 1/2 INT
15-0998-000	000S00-9080-016-095	PATCHES I INC TRUSTEE
15-1028-000	000S00-9080-007-104	RDLs DEVELOPMENT INC
15-1040-000	000S00-9080-015-106	ROBINSON SAMUEL & RUTH
15-1080-000	000S00-9080-200-109	RIEDLINGER THOMAS
15-1094-100	000S00-9080-140-112	HALL WILLIE & ELNORA
15-1222-750	000S00-9080-091-127	BEATY RAYMOND & ELLEN M
15-1227-500	000S00-9080-190-127	DEAS ANNIE P
15-1259-800	000S00-9080-160-132	ROBINSON A T ESTATE OF
15-1486-000	000S00-9080-018-169	TOWNSEND JULIA J
15-1503-000	000S00-9080-030-173	BIRCH GLADE DEVELOPMENT CO
15-1536-500	000S00-9080-013-180	KUTOSI DAVID M
15-1812-000	000S00-9080-004-219	IKNER THOMAS J
15-1853-000	000S00-9080-017-225	COOK CLINTON E
15-1860-100	000S00-9080-050-226	BEATY RAYMOND & ELLEN M
15-2091-000	000S00-9070-090-037	Confidential Per FL Statute
15-2862-000	000S00-9080-003-053	SMITH DOROTHY CAMPBELL
15-3048-500	000S00-9080-021-078	BANKS BETTY MAE
15-3053-000	000S00-9080-008-080	TAYLOR WILLIE F & ISOLENE
15-3204-000	000S00-9080-080-100	CONTAINER AMERICA INC
15-3242-000	000S00-9080-017-103	SAVAGE LEROY
15-3318-000	000S00-9080-080-111	KING MARGARETTE ESTATE OF
15-3425-000	000S00-9080-016-120	MOORER ELLA MAE JOHNSON
15-3502-100	000S00-9080-002-134	ACADIAN AUTO & A/C INC
15-3628-000	000S00-9080-001-163	PENSACOLA CREOSOTING CO
15-3629-000	000S00-9080-001-164	AMERICAN CREOSOTE WORKS

TAX DEED APPLICATION LIST

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BCC

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ACCT_NO	GEO_NO	OWNR_NAME
06-1380-000	172S30-1300-019-037	WHITT JUANITA
06-1473-000	172S30-1300-011-053	HELTON BOBBY C
06-1482-000	172S30-1300-016-055	WARREN DAVID L
06-1517-000	172S30-1400-009-062	KEHOE JAMES
06-1517-100	172S30-1400-010-062	KEHOE JAMES
06-1575-000	172S30-1400-011-069	SNOW JESSIE MAE
06-1671-000	172S30-1400-004-083	TURNER GEORGIANA
06-1827-500	172S30-1401-021-007	SCOTT JAMES C & MARY E
06-1858-100	172S30-1402-013-012	MCDONALD ROBERT M
06-1941-000	172S30-1500-006-004	SPIRES FRANCES
06-1959-000	172S30-1500-007-007	BARRETT JOSEPH C
06-2114-000	172S30-1500-019-026	WATSON CURTIS L
06-2218-000	172S30-1600-830-083	BRADLEY BAMA EST OF
06-2275-000	172S30-1600-141-140	BEATY RAYMOND H
06-2325-000	172S30-5008-000-001	SPIRES FRANCES
06-2342-000	172S30-5009-000-027	JOHNSON JIMMIE LEE
06-2389-000	172S30-5009-023-041	WEBSTER EDDIE
06-2406-000	172S30-5009-000-084	RIVERS JOHN EST OF
06-2804-000	182S30-6000-002-035	LEWIS BROS AUTO COLLISION &
06-2867-500	182S30-6000-140-041	ESCAMBIA COUNTY COMMUNITY
06-2893-000	182S30-6000-190-043	REASE WILLIE MOSES JR
06-2971-000	182S30-6000-030-057	KING NORMA JEAN
06-3057-000	302S30-1001-012-014	CURRY WILLIE J &
06-3209-000	312S30-2000-190-001	GREENE DON
06-3673-000	332S30-1300-006-012	SWEARINGEN JOHN C 1/2 INT &
06-3755-000	332S30-1300-150-021	OWEN RICHARD W
06-3765-000	332S30-1300-016-022	BLANTON SANDY
06-4000-000	332S30-3300-060-265	MIDDLETON DORIS U
06-4006-100	332S30-3300-092-265	POWERS VICTORIA ANN
06-4094-000	332S30-3301-005-274	ARD JAMES T &
06-4306-500	332S30-4000-013-242	BERTSINGER RODERICK & BAY
06-4354-000	332S30-4000-002-252	STRAUB JOHN R TRUSTEE
07-0670-000	342S30-0460-024-046	BONIFAY JOE A & ALICE
07-0729-000	342S30-0580-034-059	SIMMONS JAMES M
07-0787-000	342S30-0660-000-021	SOULES NORMA L
07-0833-000	342S30-0820-000-050	GRIERSON JOHN &
07-0979-200	342S30-0850-001-002	LASTER CATHY E
07-0989-000	342S30-0860-050-001	WINSLETT DEBORAH LEE
07-1148-000	342S30-0920-000-020	MCINTOSH TEMIKA M
07-1337-000	342S30-0980-004-089	OWEN RICHARD W & SHANNON R
07-1619-000	342S30-1150-011-003	ROGERS ALFRED & PATRICIA A
07-2840-410	352S30-5401-000-040	OWEN RICHARD W
07-4108-720	372S30-3400-012-002	SIMMONS FRANCIS T III &
07-4108-730	372S30-3400-014-002	WILLIAMS HOWARD
08-0051-000	502S30-4010-000-006	TOLBERT JOAN S
08-0957-000	502S30-5020-025-006	HARDY ANNIE L
08-1008-000	502S30-5040-001-004	JOHNSON FRANCES &
08-1010-000	502S30-5040-003-004	DUKES EDWARD EST OF
08-1479-000	512S30-6000-000-008	RUTLEDGE CREOLA
08-1749-000	502S30-6061-080-002	REED DONALD & CHINA PEARL
08-1763-000	502S30-6062-010-001	TOLBERT WILLIE LEE EST OF
08-1839-000	502S30-6070-120-004	LOTT JAKE SR
08-3085-000	512S30-7061-014-018	STAPP CHRISTOPHER B &
08-4039-000	592S30-1000-010-017	HARDIN MARY L
08-4310-000	592S30-2500-000-008	SPERRY DAVID A
08-4369-000	592S30-2700-002-038	MCGINNIS MALVINA FOUNTAIN
09-0236-618	031S31-1000-000-007	WHIT J T INC

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BCC

ACCT_NO	GEO_NO	OWNR_NAME
09-0237-250	031S31-1101-000-005	WHIT J T INC
09-0332-670	071S31-3301-000-011	SPENCER WILLIAM E
09-0526-012	121S31-1100-020-008	GREEN ANTHONY J &
09-0619-000	131S31-1100-001-040	RIEDLINGER THOMAS
09-0706-508	141S31-1102-003-001	HALL JUNE &
09-0836-010	181S31-1109-000-001	SUERO HEMOGENES
09-1574-750	261S31-1130-000-008	BEAL JAMES L SR & SANDRA
09-1657-600	261S31-4406-000-007	THOMAS THEARTHUR & MAGGIE L
09-1763-000	381S31-3302-000-000	CHURCH BELLVIEW METHODIST
09-1845-500	391S31-2500-000-000	EXECUTIVE PROPERTIES OF
09-1871-610	391S31-3108-001-001	LACINA VIRGINIA K LIFE EST
09-2012-112	401S31-1000-001-021	WILLIAMS JAMES T
09-2642-000	012S31-4301-001-002	MILLS PATRICIA A
09-2926-000	082S31-1006-000-000	KELSON JAMES E II
09-3327-000	112S31-2110-000-000	WEATHERWOOD WEST PHASE II
09-3512-000	112S31-3103-002-001	STANBACK RICHARD L & ETTA V
09-3956-100	172S31-2000-000-001	LUKKAR JEANNIE MCGILL
09-3956-470	172S31-2000-006-001	MCGILL MARC W
09-3973-834	182S31-1101-000-002	VICTORIA V LLC
09-3973-860	182S31-1102-001-001	WRIGHT CARRIE EST OF
09-4000-750	192S31-1102-021-001	REGISTER R DALE & DEBORAH C
09-4006-000	192S31-1107-000-000	REGISTER R DALE
09-4047-300	192S31-3201-000-003	RHANEY ANTHONY & DAWN
09-4047-600	192S31-3201-003-003	STAFFORD RAYMOND D & MARY N
09-4070-110	192S31-4209-003-002	BRADLEY WILLIE D
09-4515-500	202S31-2143-000-007	MY PENSACOLA HOMES INC
09-4545-353	212S31-6200-001-001	RANDALL HENRY W LIFE EST &
09-4545-367	212S31-6200-008-001	RANDALL HENRY W LIFE EST &
09-4548-353	222S31-1401-001-004	KANAN AMY J
09-4656-175	272S31-1100-002-002	PANHANDLE LAND CONSERVANCY
09-4681-000	292S31-2201-000-000	MOUCHERON THEODORE SR AS
09-5015-268	332S31-2400-016-003	TSB BAYOU GRANDE LLC
09-5015-304	332S31-2400-005-004	TSB BAYOU GRANDE LLC
10-0087-000	352S31-1000-005-013	MCELHENNY RACHEL A
10-0721-400	352S31-1000-009-098	POLLEY MARVIN D EST OF
10-1315-730	362S31-1004-000-011	TURBERVILLE AUSTIN W
10-1341-500	362S31-1009-000-001	GRAY ETTA &
10-1348-500	362S31-1010-000-005	COOK BYRON M
10-1563-250	372S31-2000-000-004	PAFFORD MARVIN C
10-1563-337	372S31-2000-003-008	OWEN RICHARD W
10-2728-650	022S32-6000-091-004	HELMS JAMES K
10-3001-599	083S32-1300-000-000	PERDIDO BAY PARTNERSHIP
10-3306-000	123S32-2000-029-010	HALL CECIL R & CAROLYN F
10-4609-220	353S32-1105-001-002	CRONIN CHARLES
11-0351-100	201N30-1101-000-001	CLASSIC HOMEBUILDERS INC
11-0533-000	201N30-4202-000-000	JOHNSON J C
11-1163-000	045N30-5004-000-000	BRECKENRIDGE GEORGE F &
11-1346-000	055N30-3321-000-000	NEAL REBECCA R
11-1523-000	065N30-2204-000-000	MITCHELL BETTYE ANN
11-1571-000	065N30-3410-000-006	HUFF JEROME
11-1960-000	085N30-3236-000-000	WALKER JOHN
11-2264-000	326N30-4211-002-001	CEPHUS ERA ESTATE OF
11-2602-377	081N31-4202-002-005	GUY AMY J JOHNSON
11-2711-110	091N31-1000-233-004	BAGGETT GLORIA G
11-2909-000	101N31-4101-051-002	STROTHER CYNTHIA RENEE
11-3006-000	101N31-4101-071-005	WILLIAMS RUTH J EST OF
11-3479-395	141N31-6000-077-013	WALKER JANINE RICHEY

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ACCT_NO	GEO_NO	OWNR_NAME
11-3517-000	141N31-6000-010-019	MORRISON TERRY B & CATHERYN
11-3933-000	161N31-1000-040-020	KIRKLAND MARY LUCILLE
11-3935-000	161N31-1000-060-020	MOORER DAVID & DOROTHY
11-4008-000	161N31-2125-000-000	ADAMS LOUIS EST OF
11-4115-000	181N31-2402-000-000	BIRDSONG MELODY G
11-4122-100	181N31-2410-000-000	MCDONALD CHRISTOPHER W
11-4159-025	191N31-3203-000-001	GODWIN TIM &
11-4358-000	281N31-1401-000-004	CASTLEBERRY NOMA FAY &
11-4426-502	331N31-3301-003-001	WILLIS RICHARD L II &
11-4550-165	381N31-2402-003-001	GRAHAM CHRISTOPHER M 1/2 &
12-0078-100	032N31-3000-009-008	KENNEDY JAMES A & FELISA
12-0189-205	082N31-2301-001-002	FILLINGIM RODNEY E
12-0238-200	102N31-2401-002-001	OLDAKER TERESA ANN &
12-0309-315	142N31-4006-000-005	AMERSON SHIRLENE
12-0309-320	142N31-4006-000-008	KELKER IRMA DEAN
12-0309-340	142N31-4006-000-010	KINN PAULINE
12-0407-000	222N31-4301-000-000	CARRINGTON DEVELOPMENT
12-0578-500	342N31-1401-000-006	BROWN DONICE & JOSEPHINE
12-0605-445	342N31-4401-000-014	TUCKER TONY C JR &
12-0812-000	402N31-1000-001-012	MACK ESTEL SIMMONS EST OF
12-1270-070	344N31-2001-002-001	WILSON DARRELL E
12-1334-000	404N31-1000-003-043	GREENWELL THOMAS & DOROTHY
12-1370-500	434N31-1002-000-003	BLACKMAN SHELBY D &
12-1418-010	025N31-4301-000-001	DORAN JERRY L &
12-1725-000	185N31-3401-000-000	MELVIN RANDALL F
12-2127-050	366N31-4408-000-000	SMITH MERVIN R 1/4
12-2525-000	054N32-3103-000-001	HALL ROBERT L & HELEN J
12-2871-000	085N32-4101-000-000	BAKER LLOYD &
12-3226-000	305N32-1337-000-000	GUNN WILLIAM M & TRACEY L
12-3533-360	024N33-4101-000-008	RICHARDSON LENA MAE
12-4101-100	356N33-5003-001-001	CARAWAY KENNETH W &
13-1594-000	000S00-9010-110-071	ALLEN FRED L
13-1595-000	000S00-9010-112-071	ALLEN FRED L
13-1726-000	000S00-9010-023-079	PATCHES I INC TRUSTEE
13-1731-000	000S00-9010-010-080	SHARAWAY HUSSEIN S & ANNE B
13-1736-000	000S00-9010-060-080	HINES MARIE M 98/196
13-1737-000	000S00-9010-070-080	BROWN ESMA EST OF &
13-1739-000	000S00-9010-090-080	SHARAWAY HUSSEIN S & ANNE B
13-1783-000	000S00-9010-027-082	LANG GERALD A
13-1899-500	000S00-9010-230-087	RUSS GUSSIE
13-2080-000	000S00-9010-006-116	MONTGOMERY SKIPPY D
13-2193-000	000S00-9010-016-133	HOWARD ETHEL &
13-2217-500	000S00-9010-240-134	RIVERS DAVID & JOEREATHA
13-2223-500	000S00-9010-030-135	RIVERS DAVID & JOEREATHA
13-2224-500	000S00-9010-040-135	DENSON CHRISTINE RIVERS
13-2226-500	000S00-9010-070-135	BURNETTE LUCRECIA
13-2259-500	000S00-9010-250-138	WILLIAMS JOHNNIE ESTATE OF
13-2276-000	000S00-9010-021-139	LONGMIRE GLADYS M
13-2283-500	000S00-9010-006-140	BROWN WINSTEL
13-2284-000	000S00-9010-008-140	BROWN WINSTEL
13-2293-500	000S00-9010-110-142	JACKSON EUGENE
13-2304-500	000S00-9010-300-142	LEE WILLIE F
13-2312-000	000S00-9010-012-143	WOODS ROBERTA EST OF
13-2884-100	000S00-9020-225-024	LEWIS JOHNNIE JR
13-2906-000	000S00-9020-110-026	LOUIS MYRTICE
13-2947-000	000S00-9020-009-029	HUGGINS SCOTT B
13-3065-000	000S00-9020-110-037	PATCHES I INC TRUSTEE

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ACCT_NO	GEO_NO	OWNR_NAME
13-3077-000	000S00-9020-213-037	BEATY RAYMOND H
13-3111-000	000S00-9020-007-040	SHARAWAY HUSSEIN S & ANNE B
13-3144-000	000S00-9020-022-041	PAYNE WILLIAM JR EST OF
13-3150-000	000S00-9020-007-042	DAVISBOWERS JEAN
13-3227-000	000S00-9020-040-048	KNIGHT WESLEY
13-3264-000	000S00-9020-030-051	Confidential Per FL Statute
13-3278-000	000S00-9020-021-052	BRYE FRANK SR EST OF
13-3350-000	000S00-9020-040-068	SHARAWAY HUSSEIN S & ANNE B
13-3421-500	000S00-9020-010-066	MARONEY JOYCE M
13-3498-000	000S00-9020-011-078	HOGAN ELIZABETH EST OF
13-3554-000	000S00-9020-190-084	WILLIAMS MARY L EST OF
13-3610-000	000S00-9020-050-080	SCOTT CLEVELAND U
13-3627-000	000S00-9020-021-092	BEATY RAYMOND H
13-3648-000	000S00-9020-014-094	SORIANO NEIL
13-3677-000	000S00-9020-150-097	FOUNTAIN JEFFERY A
13-3726-000	000S00-9020-014-100	BUCHANAN THELMA E EST OF
13-4017-000	000S00-9020-140-119	HICKS WILLA M &
13-4067-100	000S00-9020-010-122	JEFFERSON DOROTHY
13-4486-000	000S00-9020-002-147	CAPE INVESTMENT GROUP INC
14-0316-000	000S00-9025-014-059	BLACKMON LEON &
14-0805-000	000S00-9025-008-109	SEWELL JOANN TRUSTEE
14-1189-500	000S00-9025-005-147	FOY EDWIN
14-1282-000	000S00-9025-008-158	SHEARS EVELYN LIKELY &
14-2879-000	000S00-9025-007-341	BRADLEY IRA & LULA MAE
14-3153-000	000S00-9025-014-373	FOUNTAIN DAVID L
14-4147-000	000S00-9050-014-070	RDL S DEVELOPMENT INC
14-4160-000	000S00-9050-016-072	STOKES KENNETH
15-0005-000	000S00-9060-013-001	SMITH GRACIE LIFE EST
15-0053-500	000S00-9060-000-004	JACKSON OZELL R EST OF
15-0054-200	000S00-9060-002-004	SOHAIL ENTERPRISES INC
15-0060-000	000S00-9060-010-004	BEATY RAYMOND H
15-0068-000	000S00-9060-020-004	MCDOWELL CHARLES
15-0073-000	000S00-9060-026-004	BEATY RAYMOND H
15-0100-000	000S00-9060-010-008	CLINTON COLUMBUS
15-0106-000	000S00-9060-020-008	SWEARINGEN JOHN C & SHELLEY
15-0131-000	000S00-9060-110-012	ROYSTER KENNETH V JR
15-0133-000	000S00-9060-130-012	RIVERS SAMUEL M
15-0138-000	000S00-9060-180-012	BRASWELL FRED II & VERONICA
15-0177-000	000S00-9060-120-017	EAST WILLIE G
15-0178-000	000S00-9060-130-017	ROBERTS FRANK EST OF
15-0182-000	000S00-9060-180-017	JOHNSON LUCILLE &
15-0186-000	000S00-9060-184-017	SHARAWAY HUSSEIN S & ANNE B
15-0202-000	000S00-9060-190-018	RICH TOM
15-0203-000	000S00-9060-200-018	KELSON JAMES E II
15-0241-000	000S00-9060-182-020	GAILLARD ROSA MAE
15-0271-000	000S00-9060-140-022	BAKER ROSA BELL EST OF
15-0285-000	000S00-9060-005-023	BEATY RAYMOND H
15-0334-000	000S00-9060-001-027	JUILAN MARK H
15-0335-000	000S00-9060-002-027	JULIAN MARK H
15-0336-000	000S00-9060-003-027	DORTCH NATHAN
15-0359-000	000S00-9060-014-028	WATSON NASHWAN K
15-0385-000	000S00-9060-001-031	DES PROPERTIES LLC
15-0395-000	000S00-9060-019-031	WHITE ETHEL EST OF &
15-0419-000	000S00-9060-160-033	NUGENT MARY VIRGINIA &
15-0421-000	000S00-9060-200-033	JOHNSON JIMMIE
15-0429-000	000S00-9060-011-034	PITTS ELENA D
15-0460-000	000S00-9060-018-036	GAMBLE TIMOTHY &


 Select Year:

The 2010 Florida Statutes(including Special Session A)

Title XIV

TAXATION AND FINANCE

Chapter 197

TAX COLLECTIONS, SALES, AND LIENS

[View Entire Chapter](#)

197.502 Application for obtaining tax deed by holder of tax sale certificate; fees.—

(1) The holder of any tax certificate, other than the county, at any time after 2 years have elapsed since April 1 of the year of issuance of the tax certificate and before the expiration of 7 years from the date of issuance, may file the certificate and an application for a tax deed with the tax collector of the county where the lands described in the certificate are located. The application may be made on the entire parcel of property or any part thereof which is capable of being readily separated from the whole. The tax collector shall be allowed a tax deed application fee of \$75.

(2) Any certificateholder, other than the county, who makes application for a tax deed shall pay the tax collector at the time of application all amounts required for redemption or purchase of all other outstanding tax certificates, plus interest, any omitted taxes, plus interest, any delinquent taxes, plus interest, and current taxes, if due, covering the land.

(3) The county where the lands described in the certificate are located shall make application for a deed on all certificates on property valued at \$5,000 or more on the property appraiser's roll, except deferred payment tax certificates, and may make application on those certificates on property valued at less than \$5,000 on the property appraiser's roll. Such application shall be made 2 years after April 1 of the year of issuance of the certificates. Upon application for a tax deed, the county shall deposit with the tax collector all applicable costs and fees, but shall not deposit any money to cover the redemption of other outstanding certificates covering the land.

(4) The tax collector shall deliver to the clerk of the circuit court a statement that payment has been made for all outstanding certificates or, if the certificate is held by the county, that all appropriate fees have been deposited, and stating that the following persons are to be notified prior to the sale of the property:

(a) Any legal titleholder of record if the address of the owner appears on the record of conveyance of the lands to the owner. However, if the legal titleholder of record is the same as the person to whom the property was assessed on the tax roll for the year in which the property was last assessed, then the notice may only be mailed to the address of the legal titleholder as it appears on the latest assessment roll.

(b) Any lienholder of record who has recorded a lien against the property described in the tax certificate if an address appears on the recorded lien.

(c) Any mortgagee of record if an address appears on the recorded mortgage.

(d) Any vendee of a recorded contract for deed if an address appears on the recorded contract or, if the contract is not recorded, any vendee who has applied to receive notice pursuant to s. [197.344\(1\)\(c\)](#).

(e) Any other lienholder who has applied to the tax collector to receive notice if an address is supplied to the collector by such lienholder.

(f) Any person to whom the property was assessed on the tax roll for the year in which the property was last assessed.

(g) Any lienholder of record who has recorded a lien against a mobile home located on the property described in the tax certificate if an address appears on the recorded lien and if the lien is recorded with the clerk of the circuit court in the county where the mobile home is located.

(h) Any legal titleholder of record of property that is contiguous to the property described in the tax certificate, when the property described is either submerged land or common elements of a subdivision, if the address of the

titleholder of contiguous property appears on the record of conveyance of the land to that legal titleholder. However, if the legal titleholder of property contiguous to the property described in the tax certificate is the same as the person to whom the property described in the tax certificate was assessed on the tax roll for the year in which the property was last assessed, the notice may be mailed only to the address of the legal titleholder as it appears on the latest assessment roll. As used in this chapter, the term "contiguous" means touching, meeting, or joining at the surface or border, other than at a corner or a single point, and not separated by submerged lands. Submerged lands lying below the ordinary high-water mark which are sovereignty lands are not part of the upland contiguous property for purposes of notification.

The statement must be signed by the tax collector, with the tax collector's seal affixed. The tax collector may purchase a reasonable bond for errors and omissions of his or her office in making such statement. The search of the official records must be made by a direct and inverse search. "Direct" means the index in straight and continuous alphabetic order by grantor, and "inverse" means the index in straight and continuous alphabetic order by grantee.

(5)(a) The tax collector may contract with a title company or an abstract company at a reasonable fee to provide the minimum information required in subsection (4), consistent with rules adopted by the department. If additional information is required, the tax collector must make a written request to the title or abstract company stating the additional requirements. The tax collector may select any title or abstract company, regardless of its location, as long as the fee is reasonable, the minimum information is submitted, and the title or abstract company is authorized to do business in this state. The tax collector may advertise and accept bids for the title or abstract company if he or she considers it appropriate to do so.

1. The ownership and encumbrance report must be printed or typed on stationery or other paper showing a letterhead of the person, firm, or company that makes the search, and the signature of the person who makes the search or of an officer of the firm must be attached. The tax collector is not liable for payment to the firm unless these requirements are met.

2. The tax collector may not accept or pay for any title search or abstract if no financial responsibility is assumed for the search. However, reasonable restrictions as to the liability or responsibility of the title or abstract company are acceptable. Notwithstanding s. 627.7843(3), the tax collector may contract for higher maximum liability limits.

3. In order to establish uniform prices for ownership and encumbrance reports within the county, the tax collector shall ensure that the contract for ownership and encumbrance reports include all requests for title searches or abstracts for a given period of time.

(b) Any fee paid for any title search or abstract must be collected at the time of application under subsection (1), and the amount of the fee must be added to the opening bid.

(c) The clerk shall advertise and administer the sale and receive such fees for the issuance of the deed and sale of the property as are provided in s. 28.24.

(6)(a) The opening bid on county-held certificates on nonhomestead property shall be the sum of the value of all outstanding certificates against the land, plus omitted years' taxes, delinquent taxes, interest, and all costs and fees paid by the county.

(b) The opening bid on an individual certificate on nonhomestead property shall include, in addition to the amount of money paid to the tax collector by the certificateholder at the time of application, the amount required to redeem the applicant's tax certificate and all other costs and fees paid by the applicant.

(c) The opening bid on property assessed on the latest tax roll as homestead property shall include, in addition to the amount of money required for an opening bid on nonhomestead property, an amount equal to one-half of the latest assessed value of the homestead. Payment of one-half of the assessed value of the homestead property shall not be required if the tax certificate to which the application relates was sold prior to January 1, 1982.

(7) On county-held certificates for which there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the county commission and all other persons holding certificates against the land that the land is available. During the first 90 days after the land is placed on the list of lands available for taxes, the county may purchase the land for the opening bid. Thereafter, any person, the county, or any other governmental unit may purchase the land from the clerk, without further notice or advertising, for the opening

bid, except that when the county or other governmental unit is the purchaser for its own use, the board of county commissioners may cancel omitted years' taxes, as provided under s. 197.447. If the county does not elect to purchase the land, the county must notify each legal titleholder of property contiguous to the land available for taxes, as provided in paragraph (4)(h), before expiration of the 90-day period. Interest on the opening bid continues to accrue through the month of sale as prescribed by s. 197.542.

(8) Taxes shall not be extended against parcels listed as lands available for taxes, but in each year the taxes that would have been due shall be treated as omitted years and added to the required minimum bid. Three years after the day the land was offered for public sale, the land shall escheat to the county in which it is located, free and clear. All tax certificates, accrued taxes, and liens of any nature against the property shall be deemed canceled as a matter of law and of no further legal force and effect, and the clerk shall execute an escheatment tax deed vesting title in the board of county commissioners of the county in which the land is located.

(a) When a property escheats to the county under this subsection, the county is not subject to any liability imposed by chapter 376 or chapter 403 for preexisting soil or groundwater contamination due solely to its ownership. However, this subsection does not affect the rights or liabilities of any past or future owners of the escheated property and does not affect the liability of any governmental entity for the results of its actions that create or exacerbate a pollution source.

(b) The county and the Department of Environmental Protection may enter into a written agreement for the performance, funding, and reimbursement of the investigative and remedial acts necessary for a property that escheats to the county.

(9) Consolidated applications on more than one tax certificate are allowed, but a separate statement shall be issued pursuant to subsection (4), and a separate tax deed shall be issued pursuant to s. 197.552, for each parcel of property shown on the tax certificate.

(10) Any fees collected pursuant to this section shall be refunded to the certificateholder in the event that the tax deed sale is canceled for any reason.

(11) For any property acquired under this section by the county for the express purpose of providing infill housing, the board of county commissioners may, in accordance with s. 197.447, cancel county-held tax certificates and omitted years' taxes on such properties. Furthermore, the county may not transfer a property acquired under this section specifically for infill housing back to a taxpayer who failed to pay the delinquent taxes or charges that led to the issuance of the tax certificate or lien. For purposes of this subsection only, the term "taxpayer" includes the taxpayer's family or any entity in which the taxpayer or taxpayer's family has any interest.

History.—s. 187, ch. 85-342; s. 6, ch. 86-141; s. 27, ch. 86-152; s. 1, ch. 89-286; s. 7, ch. 92-312; s. 14, ch. 93-132; s. 1024, ch. 95-147; s. 1, ch. 96-181; s. 1, ch. 96-219; ss. 3, 4, 5, ch. 99-190; s. 3, ch. 2001-137; s. 9, ch. 2001-252; s. 1, ch. 2003-284; s. 8, ch. 2004-349; s. 1, ch. 2004-372.



Checklist for Acquisition of Foreclosed Real Property

CAT-10/2006

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: **540 Gulf Beach Highway 081763000**

County Administrator (or designee) - Appraisals [Amy Lovoy]

Appraiser (1): NA
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

County Administrator (or designee) - Environmental Site Assessments [Keith Wilkins/Doyle Butler]

Date of Phase: _____
Received by: _____
Comments: _____

Traffic Operations & Planning Division -- Site Assessment [Colby Brown]

Inspected by: _____
Date: _____
Comments: _____

Facilities Management Division - Property Inspection [Bill Lawing]

Inspected by: Maintenance Division
Date: 07/28/2011
Comments: No inspection performed since there are no permanent structures or improvements on this site.

[Signature] 7/28/11
David W. Wheeler, CFM, Branch Director

Risk Management Division - Property Inspection [Marcus Faulkner]

Inspected by: _____
Date: _____
Comments: _____

Engineering Division - Review of Survey or Boundary Map [Rick Colocado]

Completed by: Rick Colocado
Date: 07-21-2011
Comments: NO SURVEY PROVIDED. LEGAL DOES NOT CLOSE MATHEMATICALLY, BUT INTENT IS TO DESCRIBE PARCEL. NOT FIELD VERIFIED.

Office of Management and Budget - Verification of Funding Source [DT sign for AL]

Funding source: Fund 181 - Master Drainage Basin VIII
Verified by: [Signature]
Date: 9-2-2011
Comments: Public Works Dept.

Office of the County Attorney - Title Insurance Commitment or Report (required for property => than \$20,000 [Steve West])

Reviewed by: _____
Date: _____
Comments: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1293

County Administrator's Report Item #: 12. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/01/2011

Issue: Conveyance of Real Property to Pensacola Habitat for Humanity Inc.

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Conveyance of Real Property Located at 2618 North Guillemard Street to Pensacola Habitat for Humanity, Inc., - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the conveyance of real property to Pensacola Habitat for Humanity, Inc., a not-for-profit corporation using Escambia County's Surplus Property Disposition for Affordable Housing Development Program:

- A. Adopt the Resolution authorizing the conveyance of real property located at 2618 North Guillemard Street, Account Number 13-2377-000, Reference Number 00-0S-00-9010-040-151, to Pensacola Habitat for Humanity, Inc.;
- B. Approve the sale price of \$35,000 for the 2618 North Guillemard Street property;
- C. Acknowledge that Habitat for Humanity, Inc.'s, design/structure shall be subject to architectural review and approval by Escambia County;
- D. Allow Pensacola Habitat for Humanity, Inc., up to a maximum of 120 days to close because of HUD (U.S. Department of Housing and Urban Development) approval requirements; and
- E. Authorize the Chairman to execute the Resolution and all documents related to the sale.

BACKGROUND:

This property escheated to Escambia County in June 2010. The 2618 North Guillemard Street property was approved for surplus and sale at the November 18, 2010 Board Meeting. The Property Appraiser's 2010 Certified Roll Assessment value for this property is \$49,376. The County does not have a need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

2618 N Guillemard St sale to Habitat

RESOLUTION R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO PENSACOLA HABITAT FOR HUMANITY, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a certain parcel of real property (Property) located in Escambia County, Florida, more particularly described in the Agreement for Sale and Purchase attached to this resolution; and

WHEREAS, Pensacola Habitat for Humanity, Inc., a Florida corporation not-for-profit (Habitat), has requested that the County convey the Property to it so that it can be developed for affordable housing; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to convey the Property to Habitat under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to Habitat is authorized pursuant to Section 125.38, Florida Statutes.

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

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

Section 2. The County shall convey the Property to Habitat for a purchase price of Thirty Five Thousand Dollars (\$35,000.00), with all closing costs being borne by Habitat, and otherwise in accordance with the terms of the Agreement for Sale and Purchase attached to this Resolution.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: Aug. 18, 2011

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this _____ day of _____, 2011, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Pensacola Habitat for Humanity, Inc., whose address is 1060 North Guillemard Street, Pensacola, Florida 32501 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below:

LTS 4 TO 10 BEL BLK 151 BELMONT TRACT OR 420 P 802 OR 1555 P 5 OR 5571 P 1830
CA 82 SECTION 00, TOWNSHIP 0 SOUTH, RANGE 00 WEST
REFERENCE NUMBER: 00-0S-00-9010-040-151
TAX ACCOUNT NUMBER: 132377000

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on _____ 20____, Seller approved the sale of the Property to Buyer for Thirty Five Thousand Dollars (\$35,000.00); and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.
2. Purchase Price and Method of Payment. The purchase price for the Property is Thirty Five Thousand Dollars (\$35,000.00) and must be paid by certified or official check at closing.
3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. **Survey.** Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. **Financing.** Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. **Possession.** Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. **Condition of Property.** Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed

by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. **Right to Inspect Property.** Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

9. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. **Conveyance of Property.** At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

- a. Ad valorem real property taxes and assessments for the year 2011 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
- b. Reservation of an undivided $\frac{3}{4}$ interest in, and title in and to an undivided $\frac{3}{4}$ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the

Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 120 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER
_____	<input checked="" type="checkbox"/> Deed Documentary Stamps
_____	<input checked="" type="checkbox"/> Survey, if any
_____	<input checked="" type="checkbox"/> Recording (Deed)
_____	<input checked="" type="checkbox"/> County Attorney's Fees (Document Preparation)
_____	<input checked="" type="checkbox"/> Title Insurance, if any
_____	<input checked="" type="checkbox"/> Structural and Environmental Inspections, if any
_____	<input checked="" type="checkbox"/> Real Estate Professional Fee or Commission, if any

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

- a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.
- b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction

on, or development of, the Property will be paid solely by Buyer.

14. Conditions Precedent to Closing. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

- a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.
- b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.
- c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.
- d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.
- e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.
- f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. Assignability. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

16. **Litigation and Attorneys' Fees.** Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.
17. **Time of the Essence.** Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.
18. **Counterparts.** This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.
19. **Governing Law and Binding Effect.** The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.
20. **Integrated Agreement, Waiver and Modification.** This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.
21. **Brokerage.** Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase contemplated in the Agreement.
22. **Default and Termination.** If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.
23. **Notices.** All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:

Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYER:

Katheryn Y. Fulchino, Contract Manager
Pensacola Habitat for Humanity, Inc.
1060 North Guillemard Street
Pensacola, Florida 32501

WITH A COPY TO:

County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. **Further Assurances.** Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. **Relationship of the Parties.** Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. **Risk of Loss.** The risk of loss to the property is the responsibility of Seller until closing.

27. **Property Tax Disclosure Summary.** Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. **Miscellaneous.** If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:
ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Kevin W. White, Chairman

Deputy Clerk

BCC Approved:

BUYER:
PENSACOLA HABITAT FOR HUMANITY,
INC.

Witness _____
Print Name _____

By: Katheryn Y. Fulchino, Contract Manager

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Katheryn Y. Fulchino, as Contract Manager for Pensacola Habitat for Humanity, Inc. She is personally known to me, or produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	000S009010040151
Account:	132377000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	2618 N GUILLEMARD ST 32503
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2010 Certified Roll Assessment	
Improvements:	\$0
Land:	\$49,376
Total:	\$49,376
<i>Save Our Homes:</i>	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/05/2010	6644	145	\$100	TD	View Instr
06/09/2010	6601	1480	\$100	TD	View Instr
06/08/2010	6601	81	\$100	TD	View Instr
02/2005	5571	1830	\$100	CJ	View Instr
06/1981	1555	5	\$100	WD	View Instr
01/1968	420	802	\$35,000	WD	View Instr

Official Records Inquiry courtesy of Ernie Lee Magaha,
Escambia County Clerk of the Court

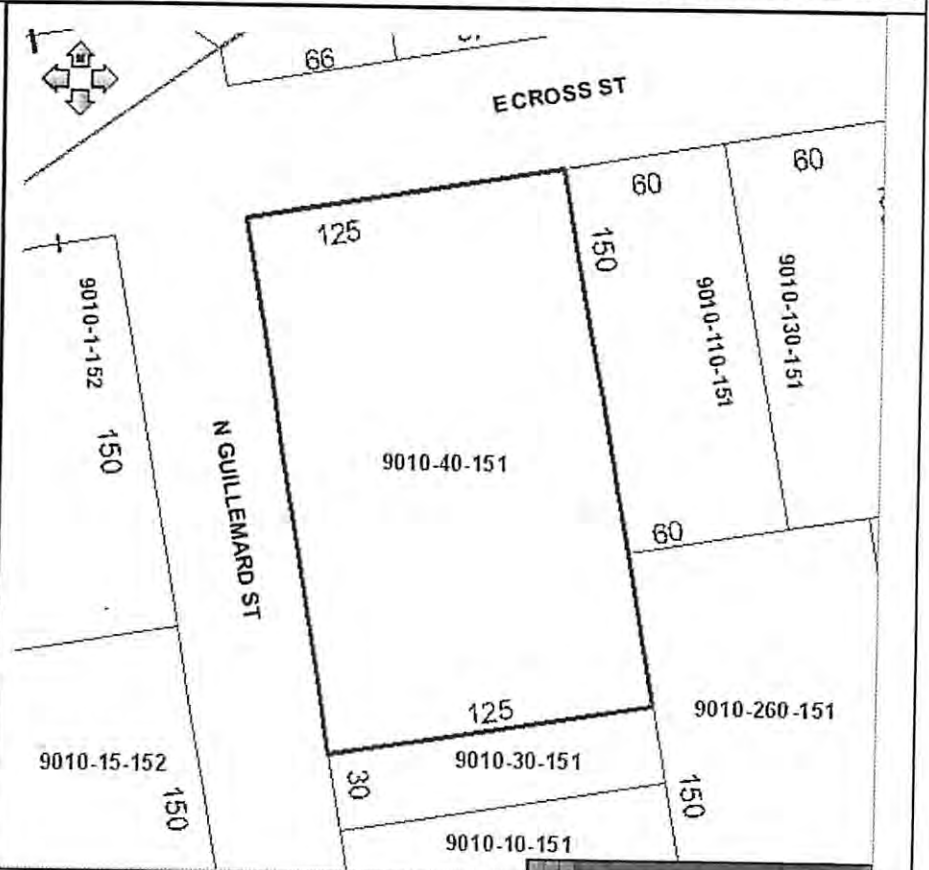
2010 Certified Roll Exemptions	
None	
Legal Description	LTS 4 TO 10 BEL BLK 151 BELMONT TRACT OR 6644 P 145...
Extra Features	None

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

Section Map Id:
CA082

Approx. Acreage:
0.6000

Zoned:
R-NC



Buildings
Images

None

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

Escambia County Property Appraiser
000S009010040151 - Full Legal Description

LTS 4 TO 10 BEL BLK 151 BELMONT TRACT OR 6644 P 145 CA 82



**Chris Jones
Escambia County
Property Appraiser**

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.

Use numeric selection labels **Record Search**
 Download Selection Data (1 row)

Reference: 00-05-00-9010-040-151
Account: 13-2377-000
Section Map: CA082
Situs: 2618 N GUILLEMARD ST
Subdivision:
 BELMONT TRACT
Owner: ESCAMBIA COUNTY
Mailing Address:
 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Last Sale: 10/5/2010, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.6000
Building Count: 0
Total Heated Area: 0
Zoned: R-NC

Include radius in selection (5280 ft max)
 ft

Radius is used only with single parcel selection

Lookup Options: Auto Select
 Reference Nbr: Lookup Results

Ex: 012N334444555666



CORRECTIVE DEED (ESCHEATED)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Ernie Lee Magaha, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

THIS IS BEING RECORDED TO CORRECT THE LEGAL DESCRIPTION AS PREVIOUSLY RECORDED IN OR BOOK 6601 AND
PAGE 1480 AND OR BOOK 6601 AND PAGE 0081.

WHEREAS, Tax Certification No. 11623 was issued on June 1, 2001, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 4th day of June, 2007, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners Escambia County, Florida 221 Palafox Place Ste 110, Pensacola, Florida, 32501, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

LTS 4 TO 10 BEL BLK 151 BELMONT TRACT OR 420 P 802 OR 1535 P 5 OR 5571 P 1830 CA 82

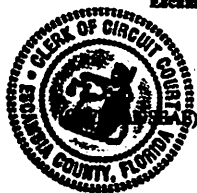
SECTION 00, TOWNSHIP 0 SOUTH, RANGE 00 WEST
REFERENCE NUMBER 0006909010040151
TAX ACCOUNT NUMBER 132377000

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 5th day of October, 2010.

Ernie Lee Magaha
ERNIE LEE MAGAHA,
Clerk of the Circuit Court
Escambia County, Florida

WITNESSES:
Heather Sullivan
Heather Sullivan
Maryline Avila
Maryline Avila

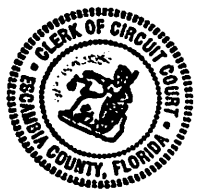


State of Florida
County of Escambia

Before me, the undersigned, personally appeared ERNIE LEE MAGAHA, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of October, 2010.

Ernie Lee Magaha, Clerk of the Circuit Court
Maryline Avila, Deputy Clerk



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

12. Taking the following action concerning the surplus and sale of real property located at 2618 North Guillemard Street:
 - A. Declaring surplus the Board's real property, Account Number 13-2377-000, Reference Number 00-0S-00-9010-040-151;
 - B. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$49,376, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and
 - C. Authorizing the Chairman to sign all documents related to the sale.
13. Authorizing a 5% price adjustment to Contract PD 07-08.040, Solid Waste Container, (*with Titan Waste*) with an effective date of October 1, 2010, as requested by the County Administrator's designee, David W. Wheeler, CFM, Public Works Deputy Bureau Chief (Funding: Fund 001, General Fund, Cost Center 210602, Object Code 54301).
14. Awarding an Indefinite Quantity, Indefinite Delivery Term Contract, PD 09-10.090, Signal Response Maintenance and Construction, to Ingram Signalization, Inc., effective November 1, 2010, ending September 30, 2013, for an annual amount of up to \$500,000 (Funding: Transportation Trust Fund 175, Cost Center 110303, Object Code 54601, *in the amount of* \$500,000).
15. Adopting the Resolution (*R2010-209*) approving Supplemental Budget Amendment Number 41, Other Grants and Projects Fund (110), in the amount of \$10,000, to recognize proceeds from the Florida Department of Agriculture and Consumer Services, Division of Forestry, and to appropriate the funds for the use of planting native canopy trees and the removal of hazardous trees in two Escambia County parks.
16. Adopting the Resolution (*R2010-210*) approving Supplemental Budget Amendment Number 40, Other Grants and Projects Fund (110), in the amount of \$3,929,518, to recognize Grant funds from the United States Department of Justice and to appropriate these funds for law enforcement related activities for the Courts and Sheriff in Escambia County for Fiscal Year 2010-2011.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 12.

County Administrator's Report

Date: 11/18/2010
Issue: Surplus and Sale of Real Property located at 2618 North Guillemard Street
From: Amy Lovoy, Bureau Chief
Organization: Management and Budget Services
CAO Approval: *Carolee R. Olive*

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of real property located at 2618 North Guillemard Street – Amy Lovoy, Management and Budget Services Bureau Chief

Recommendation: That the Board That the Board take the following action concerning the Surplus and Sale of real property located at 2618 North Guillemard Street:

- A. Declare surplus the Board's real property Account Number 13-2377-000, Reference Number 00-0S-00-9010-040-151;
- B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$49,376, in accordance with section 46.134 of the County Code of Ordinances without further action of the Board; and
- C. Authorize the Chairman to sign all documents related to the sale.

BACKGROUND:

Escambia County acquired this property through Tax Deed in June 2010. The current assessed value is \$49,376. The County has no need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will handle the closing. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

2618 North Guillemard St.pdf

[Back](#)

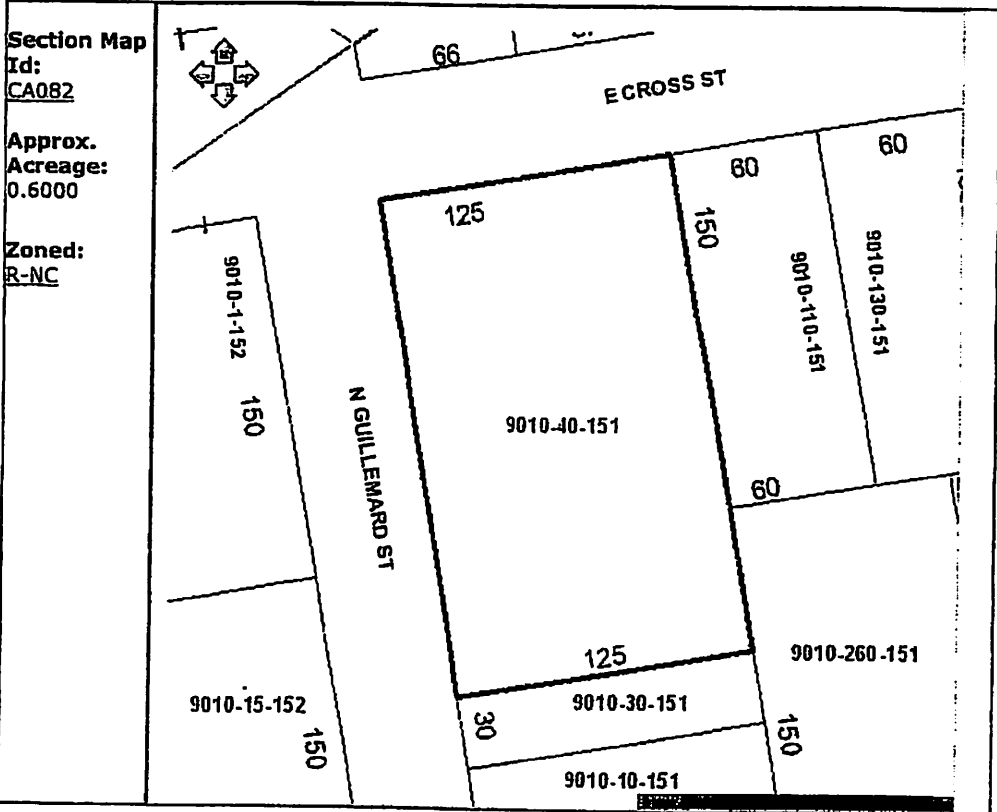
Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2010 Certified Roll Assessment	
Reference:	000S009010040151	Improvements:	\$0
Account:	132377000	Land:	\$49,376
Owners:	GRIER EDWINA T GRIER RAYMOND EST OF	Total:	\$49,376
Mail:	1459 PEBBLE RIDGE LN HAMPTON, GA 30228	Save Our Homes:	\$0
Situs:	2618 N GUILLEMARD ST	Disclaimer	
Use Code:	VACANT RESIDENTIAL	Amendment 1 Calculations	
Taxing Authority:	PENSACOLA CITY LIMITS		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data					2010 Certified Roll Exemptions	
Sale Date	Book Page	Value	Type	Official Records (New Window)	None	
02/2005	5571 1830	\$100	CJ	View Instr	Legal Description	
06/1981	1555 5	\$100	WD	View Instr	1/3 INT EACH LTS 4 TO 10 BEL BLK 151 BELMONT TRACT OR 5571 P 1830...	
01/1968	420 802	\$35,000	WD	View Instr	Extra Features	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					None	

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



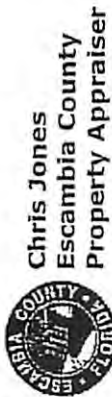
Buildings
Images
None

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

Escambia County Property Appraiser
00S009010040151 - Full Legal Description

LTS 4 TO 10 BEL BLK 151 BELMONT TRACT OR 6644 P 145 CA 82

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.



Use numeric selection labels
 Record Search
 Download Selection Data (1 row)

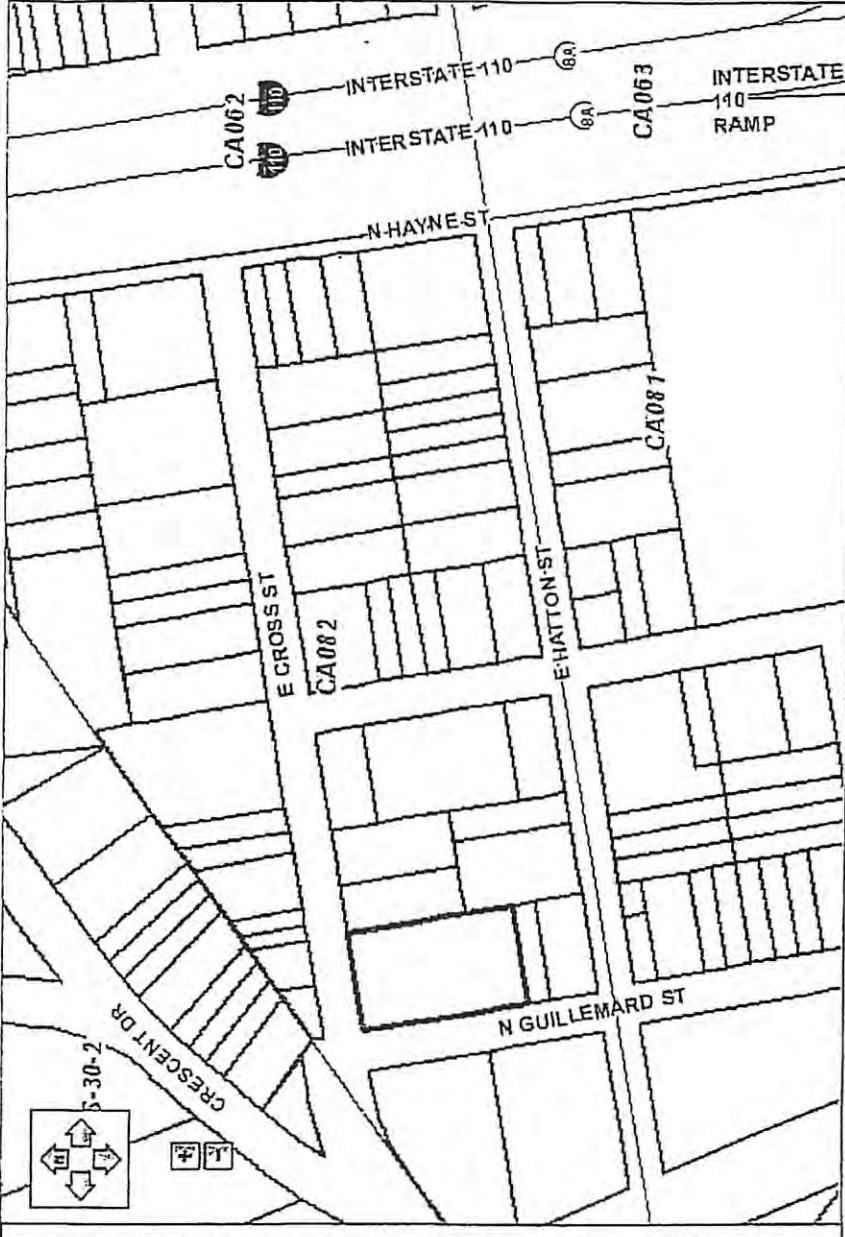
Reference: 00-05-00-9010-040-151
 Account: 13-2377-000
 Section Map: CA082
 Situs: 2618 N GUILLEMARD ST
 Subdivision:
 BELMONT TRACT
 Owner: GRIER EDWINA T
 Mailing Address:
 1459 PEBBLE RIDGE LN
 HAMPTON, GA 30228
 Last Sale: 2/2005, \$100
 Property Use: VACANT RESIDENTIAL
 Approx. Acreage: 0.6000
 Building Count: 0
 Total Heated Area: 0
 Zoned: R-NC

Include radius in selection (5280 ft max)
 ft
 Radius is used only with single parcel selection

Lookup Options:
 Auto Select
 Reference Nbr:
 Lookup Results:

Ex: 012N334444555666

Print Tool
 Copy Map Image



Recorded in Public Records 10/06/2010 at 04:11 PM OR Book 6644 Page 145,
Instrument #2010065721, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

**CORRECTIVE
DEED
(ESCHEATED)**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Ernie Lee Magaha, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

THIS IS BEING RECORDED TO CORRECT THE LEGAL DESCRIPTION AS PREVIOUSLY RECORDED IN OR BOOK 6601 AND
PAGE 1480 AND OR BOOK 6601 AND PAGE 0081.

WHEREAS, Tax Certification No. 11623 was issued on June 1, 2001, against the land described hereinafter, and the Tax Collector of
Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a
Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said
land, and said land was, on the 4th day of June, 2007, offered for public sale as required by law, and there being no bidders at the public sale, the
land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding
certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed
since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the
Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in
consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the
Board of County Commissioners Escambia County, Florida 221 Palafox Place Ste 110, Pensacola, Florida, 32501, their successors and assigns,
forever, the following described land in Escambia County, Florida, to wit:

LTS 4 TO 10 BEL BLK 151 BELMONT TRACT OR 420 P 802 OR 1553 P 5 OR 5571 P 1830 CA 82

SECTION 00, TOWNSHIP 0 SOUTH, RANGE 00 WEST
REFERENCE NUMBER 0009009010040151
TAX ACCOUNT NUMBER 132377000

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of
the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 5th day of October, 2010.

Ernie Lee Magaha
ERNIE LEE MAGAHA,
Clerk of the Circuit Court
Escambia County, Florida

WITNESSES:
Heather Sullivan
Heather Sullivan
Maryline Avila
Maryline Avila



State of Florida
County of Escambia

Before me, the undersigned, personally appeared ERNIE LEE MAGAHA, to me well known and known to me to be the individual
described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County,
Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of October, 2010.

Ernie Lee Magaha, Clerk of the Circuit
Court
Maryline Avila
Maryline Avila, Deputy Clerk





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1292

County Administrator's Report Item #: 12. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/01/2011

Issue: Resolution to Cancel Taxes

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution to Cancel Taxes on Properties Owned by Escambia County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning a Resolution to cancel taxes on properties located in the Block of 1200 West Scott Street, Account Number 06-2325-000, Reference Number 17-2S-30-5008-000-001 and in the Block of 1600 West Scott Street, Account Number 06-1941-000, Reference Number 17-2S-30-1500-006-004, recently acquired by the County:

A. Adopt the Resolution to cancel taxes from 2007 thru 2010 on both properties; total tax amount for parcel located in Block of 1200 West Scott Street is \$676.69 and for parcel located in Block of 1600 West Scott Street is \$535.15. These properties are scheduled to be used for Public Work's West Scott Street Sidewalk Project [Project Number 11EN1263]; and

B. Authorize the Chairman to execute the Resolution without further action of the Board.

BACKGROUND:

These properties were approved for acquisition by the Board on July 21, 2011 and were part of the Tax Deed Application List submitted for Board approval on February 17, 2011. These parcels have been designated for Public Work's West Scott Street Sidewalk Project [Project Number 11EN1263].

BUDGETARY IMPACT:

NA

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has prepared the attached Resolution and approved as to form and legal sufficiency.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in accordance with Section 196.28, Florida Statute.

IMPLEMENTATION/COORDINATION:

NA

Attachments

1200 & 1600 Blks W Scott St-Tax Deed

Resolution R2011-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, TO CANCEL TAXES AND TAX CERTIFICATES ON PARCELS OF PROPERTY OWNED BY ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 196.28 and 197.502(7), Florida Statutes, the Board of County Commissioners of Escambia County, Florida, has full power and authority to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the County or the State, upon lands heretofore or hereafter, conveyed to, or acquired by any agency, governmental subdivision or municipality of the state, or the United States for road purposes, defense purposes, recreation, reforestation or other public use; and

WHEREAS, the properties described in the Tax Deeds recorded in Official Record Book 6751 at page 1237 and Official Record Book 6751 at page 1238 of the public records of Escambia County were acquired by Escambia County and will be used for a public road and right-of-way; and

WHEREAS, at the time of the acquisition taxes were owed on the property (Tax Account Nos. 06-1941-000 and 06-2325-000), and the County accepted the property subject to taxes and tax certificates for the current and previous years;

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

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

Section 2. The following taxes for the current and previous years and tax certificates in the face amounts shown below (and accrued interest, if any) are hereby cancelled:

Tax Account No. 06-1941-000

Taxes for 2010	\$99.66
Taxes for 2009	\$99.66
Taxes for 2008	\$163.97
Taxes for 2007	\$169.86

Tax Account No. 06-2325-000

Taxes for 2010	\$167.25
Taxes for 2009	\$167.25
Taxes for 2008	\$165.83
Taxes for 2007	\$176.36

Section 3. Upon receipt of a certified copy of this resolution, the proper officials are authorized, empowered and directed to make appropriate entries upon the records to accomplish the cancellation and discharge of any and all liens for taxes, delinquent or current, held or owned by Escambia County upon the properties.

Section 4. This Resolution shall be effective upon its adoption by the Board of County Commissioners of Escambia County, Florida.

Adopted this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

This document approved as to form and legal sufficiency.

By *John*
Title *Asst. County Attorney*
Date *Aug. 18, 2011*

1200 South Street Bldg
(ENG)

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2011055059 08/10/2011 at 10:12 AM
OFF REC BK: 6751 PG: 1238 - 1238 Doc Type: TXD
RECORDING: \$10.00

This instrument was prepared by:
Ernie Lee Magaha, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

Tax Deed File No. 11-288
Property Identification No. 172S305008000001
Tax Account No. 062325000

TAX DEED

State of Florida
County of Escambia

The following Tax Sale Certificate Numbered 03148 issued on May 30, 2008 was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 2nd day of May 2011, offered for sale as required by law for cash to the highest bidder and was sold to: **ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, 221 PALAFOX PLACE PENSACOLA, FL 32502**, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 2nd day of May 2011, in the County of Escambia, State of Florida, in consideration of the sum of (\$1,673.66) ONE THOUSAND SIX HUNDRED SEVENTY THREE AND 66/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

E 85 5/10 FT OF N 136 FT OF LT 8 S/D OR 944 P 633

**** Property previously assessed to: FRANCES SPIRES**

SECTION 17, TOWNSHIP 2 S, RANGE 30 W

Ernie Lee Magaha
ERNIE LEE MAGAHA, Clerk of the Circuit Court
Escambia County, Florida

Nick Kelly
witness Nick Kelly
Maryline Avila
witness Maryline Avila



State of Florida
County of Escambia

On this 10th Day of August 2011 before me Maryline Avila personally appeared Ernie Lee Magaha, Clerk of the Circuit Court in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.
Witness my hand and official seal date aforesaid.

ERNIE LEE MAGAHA, Clerk of the Circuit Court

By: *Maryline Avila*
Maryline Avila, Deputy Clerk



1600 Scott Street Bldg
(ENG)

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2011055058 08/10/2011 at 10:12 AM
OFF REC BK: 6751 PG: 1237 - 1237 Doc Type: TXD
RECORDING: \$10.00

This instrument was prepared by:
Ernie Lee Magaha, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

Tax Deed File No. 11-283
Property Identification No. 172S301500006004
Tax Account No. 061941000

TAX DEED

State of Florida
County of Escambia

The following Tax Sale Certificate Numbered 03082 issued on May 30, 2008 was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 2nd day of May 2011, offered for sale as required by law for cash to the highest bidder and was sold to: **ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, 221 PALAFOX PLACE PENSACOLA, FL 32502**, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 2nd day of May 2011, in the County of Escambia, State of Florida, in consideration of the sum of (\$1,523.85) ONE THOUSAND FIVE HUNDRED TWENTY THREE AND 85/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

LTS 6 7 BLK 4 OR 827 P 470 BRITTON PLACE PLAT DB 154 P 521 OR 1195 P 231

**** Property previously assessed to: FRANCES SPIRES**

SECTION 17, TOWNSHIP 2 S, RANGE 30 W

Ernie Lee Magaha
ERNIE LEE MAGAHA, Clerk of the Circuit Court
Escambia County, Florida

witness *Nick Kelly* Nick Kelly
witness *Maryline Avila* Maryline Avila



State of Florida
County of Escambia

On this 10th Day of August ²⁰¹¹ before me Maryline Avila personally appeared Ernie Lee Magaha, Clerk of the Circuit Court in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.
Witness my hand and official seal date aforesaid.

ERNIE LEE MAGAHA, Clerk of the Circuit Court

By: *Maryline Avila*
Maryline Avila, Deputy Clerk



→ 10. Recommendation Concerning Acquisition of Properties Located in the 1200 Block and 1600 Block of West Scott Street, - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action regarding the acquisition of real properties for Public Work's West Scott Street Sidewalk Project [Project Number 11EN1263]:

A. Authorize the purchase of real property located in the 1200 Block of West Scott Street, Account Number 06-2325-000, Reference Number 17-2S-30-5008-000-001, and in the 1600 Block of West Scott Street, Account Number 06-1941-000, Reference Number 17-2S-30-1500-006-004; and

B. Approve the Tax Deed purchase price of \$924.35 for the 1200 West Scott Street Block and \$860.06 for the 1600 West Scott Street Block properties, for a total of \$1,784.41.

11. Recommendation for Modification of Contract Dated June 2, 2011, Award of PD 10-11.020, Navy Boulevard Gateway Design Guidelines & Corridor Management to Make Technical Modifications Regarding Indemnification Language - Amy Lovoy, Management and Budget Services, Department Director

That the Board ratify the Attorney Standard Form of Contract (Form H, Consulting Services, Study Only) with revisions approved by Kristin D. Hual, Assistant County Attorney, per the action of June 2, 2011, for the previously-awarded 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]



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1056

County Administrator's Report Item #: 14. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/21/2011

Issue: Acquisition of Properties Located in the 1200 Block and 1600 Block of West Scott Street

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval: *Charles R. Oliver*

RECOMMENDATION:

Recommendation Concerning Acquisition of Properties Located in the 1200 Block and 1600 Block of West Scott Street. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action regarding the acquisition of real properties for Public Work's West Scott Street Sidewalk Project [Project Number 11EN1263]:

A. Authorize the purchase of real property located in the 1200 Block of West Scott Street, Account Number 06-2325-000, Reference Number 17-2S-30-5008-000-001, and in the 1600 Block of West Scott Street, Account Number 06-1941-000, Reference Number 17-2S-30-1500-006-004; and

B. Approve the Tax Deed purchase price of \$924.35 for the 1200 West Scott Street Block and \$860.06 for the 1600 West Scott Street Block properties for a total of \$1,784.41.

BACKGROUND:

These properties are part of the Tax Deed Application List submitted for Board approval on February 17, 2011. Because these parcels did not sell during the May 2, 2011 Tax Deed Sale, the County has a 90-day purchase priority period [FL Statute 197.502(7) which ends August 2, 2011.

BUDGETARY IMPACT:

Properties will be purchased with resources from Fund 352 LOST III, Account 210107, Object Code 56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

These properties are being purchased utilizing Florida Statute 197.502(7)

IMPLEMENTATION/COORDINATION:

NA

Attachments

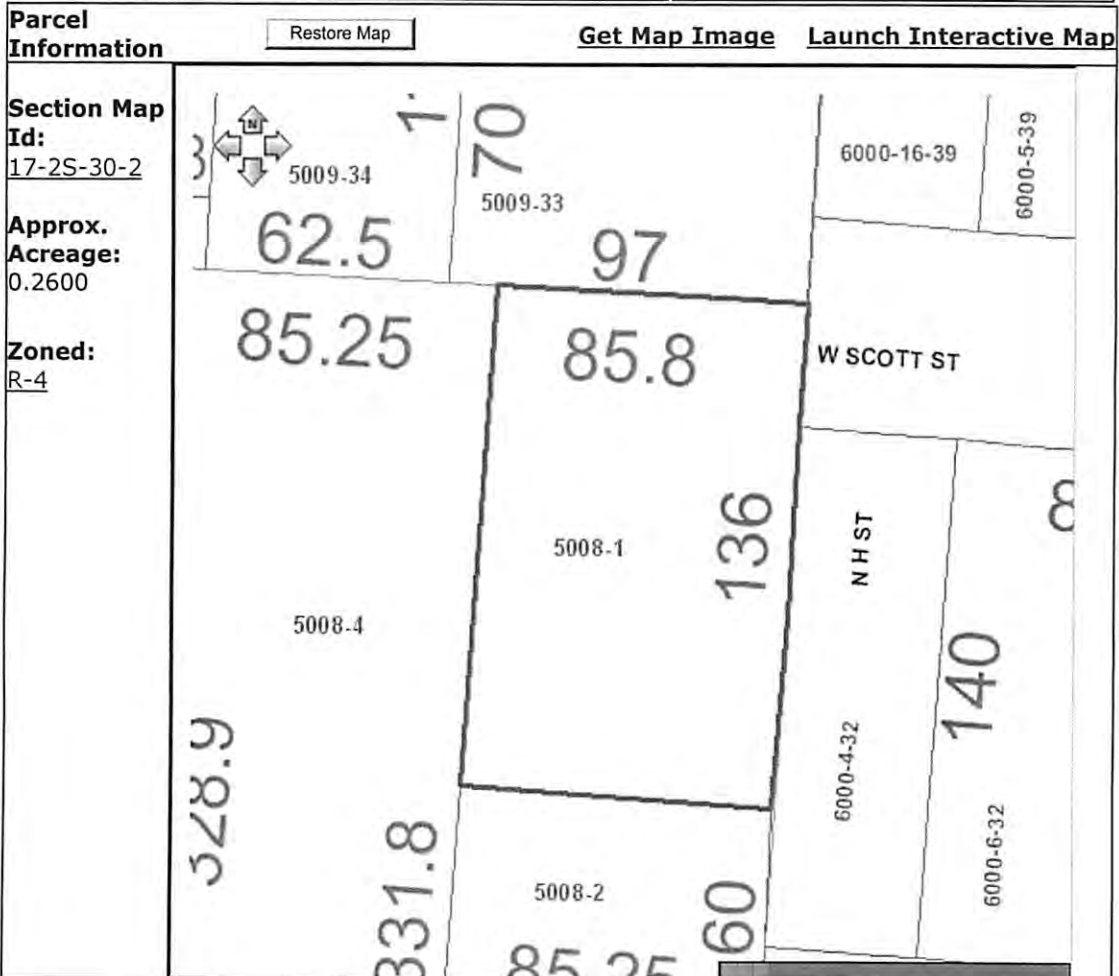
1200 & 1600 Blks W Scott St-Tax Deed

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information Reference: 172S305008000001 Account: 062325000 Owners: SPIRES FRANCES Mail: 5938 MOUNT ZION BLVD ELLENWOOD, GA 30294 Situs: 1200 W SCOTT ST BLK 32501 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		2010 Certified Roll Assessment Improvements: \$0 Land: \$10,110 Total: \$10,110 <i>Save Our Homes:</i> \$0 <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1 Calculations</p>																		
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/1975</td> <td>944</td> <td>633</td> <td>\$7,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1968</td> <td>384</td> <td>375</td> <td>\$7,000</td> <td>WD</td> <td>View Instr</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)	01/1975	944	633	\$7,000	WD	View Instr	01/1968	384	375	\$7,000	WD	View Instr	2010 Certified Roll Exemptions None <hr/> Legal Description E 85 5/10 FT OF N 136 FT OF LT 8 S/D OR 944 P 633 <hr/> Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)															
01/1975	944	633	\$7,000	WD	View Instr															
01/1968	384	375	\$7,000	WD	View Instr															



Buildings
Images

None

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

Chris Jones
Escambia County
Property Appraiser

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.

Record Search
 Download Selection Data (1 row)

Reference: 17-25-30-5008-000-001
Account: 06-2325-000
Section Map: 17-25-30-2
Situs: 1200 W SCOTT ST BLK
Owner: SPIRES FRANCES
Mailing Address:
 5938 MOUNT ZION BLVD
 ELLENWOOD, GA 30294
Last Sale: 1/1975, \$7,000
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.2600
Building Count: 0
Total Heated Area: 0
Zoned: R-4

Include radius in selection (5280 ft max)
 ft
 Radius is used only with single parcel selection

Lookup Options:
 Auto Select
 Lookup Results

Reference Nbr:

Ex: 012N334444555666

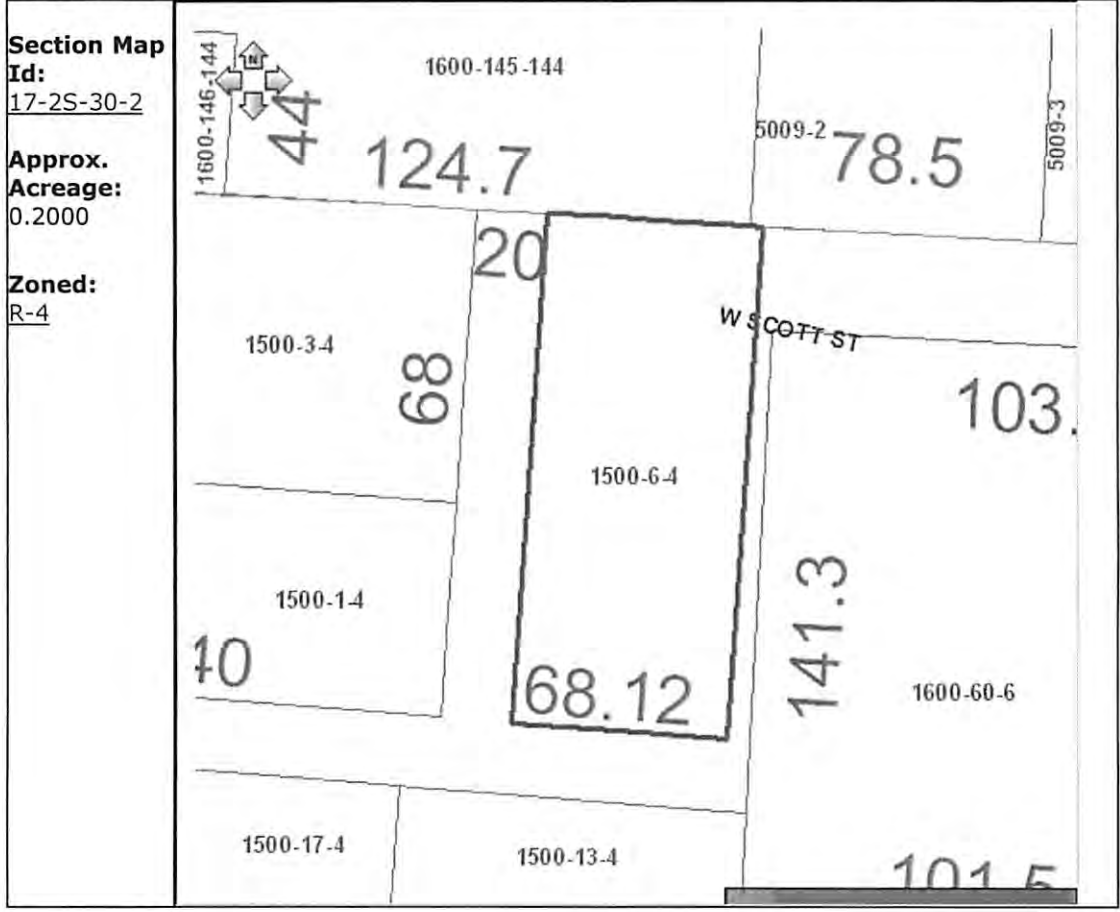
[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information Reference: 172S301500006004 Account: 061941000 Owners: SPIRES FRANCES Mail: 5938 MOUNT ZION BLVD ELLENWOOD, GA 30294 Situs: 1600 SCOTT ST BLK 32501 Use Code: VACANT RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		2010 Certified Roll Assessment Improvements: \$0 Land: \$5,768 Total: \$5,768 <i>Save Our Homes:</i> \$0 Disclaimer Amendment 1 Calculations																		
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/1978</td> <td>1195</td> <td>231</td> <td>\$1,100</td> <td>OT</td> <td>View Instr</td> </tr> <tr> <td>01/1974</td> <td>827</td> <td>470</td> <td>\$1,100</td> <td>WD</td> <td>View Instr</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)	01/1978	1195	231	\$1,100	OT	View Instr	01/1974	827	470	\$1,100	WD	View Instr	2010 Certified Roll Exemptions None Legal Description LTS 6 7 BLK 4 OR 827 P 470 BRITTON PLACE PLAT DB 154 P 521... Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)															
01/1978	1195	231	\$1,100	OT	View Instr															
01/1974	827	470	\$1,100	WD	View Instr															

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



Buildings
Images



02/06/03

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.

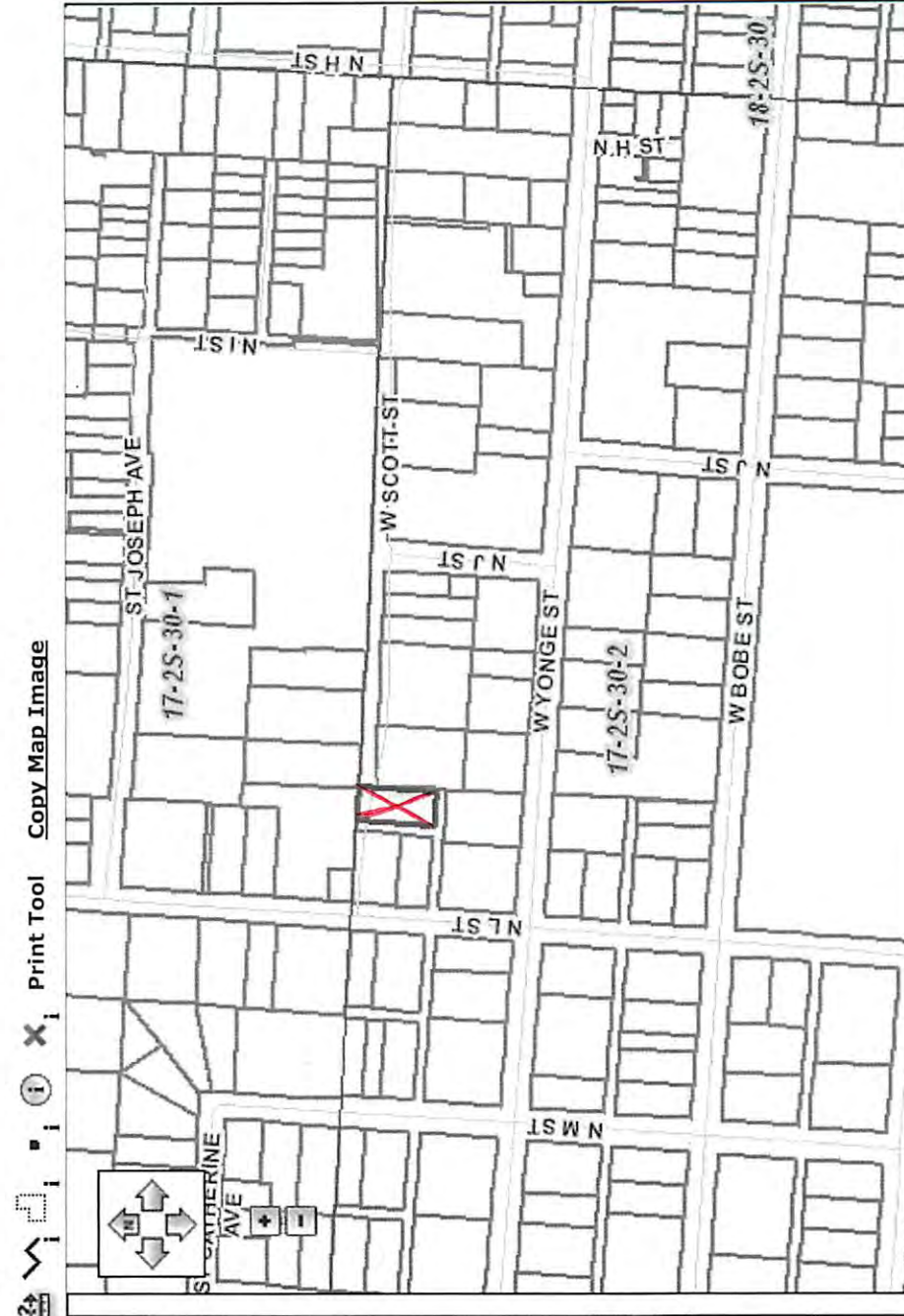
Escambia County Property Appraiser
172S301500006004 - Full Legal Description

LTS 6 7 BLK 4 OR 827 P 470 BRITTON PLACE PLAT DB 154 P 521 OR 1195 P 231



Chris Jones
Escambia County
Property Appraiser

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.



Use numeric selection labels **Record Search**
 Download Selection Data (1 row)

Reference: 17-2S-30-1500-006-004
Account: 06-1941-000
Section Map: 17-2S-30-2
Situs: 1600 SCOTT ST BLK
Subdivision:
 BRITTON PLACE PLAT DB 154 P 521
Owner: SPIRES FRANCES
Mailing Address:
 5938 MOUNT ZION BLVD
 ELLENWOOD, GA 30294
Last Sale: 1/1978, \$1,100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.2000
Building Count: 0
Total Heated Area: 0
Zoned: R-4

Include radius in selection (5280 ft max)
 ft
 Radius is used only with single parcel selection

Lookup Options: Auto Select
 Reference Nbr: [dropdown] Lookup Results
 Search

Ex: 012N334444555666



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA ▶

1-11. Approval of Various Consent Agenda Items

Motion made by Commissioner Valentino, seconded by Commissioner Robinson, and carried 4-0, with Commissioner Robertson absent, approving Consent Agenda Items 1 through 11, as follows, with the exception of Item 7, which was held for a separate vote:

1. Approving the *Tax Deed Application List* (as provided) for 335 tax deeds for parcels over \$5,000; the Tax Deed Application process fees total per parcel is \$615; the County must deposit the fees with the Tax Collector (\$225 per parcel) and with the Clerk of the Circuit Court (\$390 per parcel) (Funding: Fund 001, General Fund, Cost Center 110201).
2. Taking the following action concerning the surplus and sale of real property located in the 2900 Block of Old Chemstrand Road:
 - A. Declaring surplus the Board's real property, Account Number 11-0139-000, Reference Number 14-1N-30-1000-014-014;
 - B. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$3,420, in accordance with Section 46.134 of the Escambia County Code of Ordinances, or make a factual determination, in accordance with Section 46-131 of the Escambia County Code of Ordinances, that the value of the real property is \$15,000 or less, as determined by the records of the Escambia County Property Appraiser, and the size, shape, location, and value of the property would make it of use only to one adjacent property owner; and
 - C. Authorizing the Chairman to sign all documents related to the sale.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance Consent Item #: 1.

County Administrator's Report

Date: 02/17/2011
Issue: Tax Deed Applications for Property over \$5,000
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval: *Cesar R. Oliver 2/10/11*

RECOMMENDATION:

Recommendation Concerning Tax Deed Application for Property Over \$5,000 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board approve the Application List for 335 tax deeds for parcels over \$5,000. (See attached list). The Tax Deed Application process fees total per parcel is \$615. The County must deposit the fees with the Tax Collector (\$225 per parcel) and with the Clerk of the Circuit Court (\$390 per parcel).

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

BACKGROUND:

Florida Statute 197.502(3) provides that the County where the lands described in the certificate are located shall make application for deed on all certificates on property valued at \$5,000 or more on the Property Appraiser's roll, except deferred payment tax certificates, and may make application on those certificates on property valued at less than \$5,000 on the Property Appraiser's roll. The Tax Deed Application process fees total \$615 per parcel (Tax Collector; title search and application fees of \$225, and Clerk of the Circuit Court; advertisement, sheriff, and clerk fees of \$390).

In addition to all other required notices, these properties received a first class notice by mail from the Management and Budget Services Bureau to notify them that a tax deed would be issued on their property if payment were not made.

BUDGETARY IMPACT:

The total cost for these tax deed applications is \$206,025. Funds are available in General Fund (001), 110201.

LEGAL CONSIDERATIONS/SIGN-OFF:

This process is in compliance with Florida Statute 197.502(3).

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

Notification and payment will be made to the Tax Collector's Office and the Clerk of the Circuit Court's Office.

Attachments

Tax Deed Application List

TAX DEED APPLICATION LIST

ACCT_NO	GEO_NO	OWNR_NAME
02-0304-000	111S30-1101-003-090	QUINN MADELINE MARIE
02-0313-155	111S30-1101-015-090	DAVIS JAMES T & KATHLEEN L
02-0635-500	111S30-1901-003-030	SWAIN GEORGE T &
02-0909-000	111S30-1901-006-080	RAWLS LUCILLE B EST OF
02-1316-000	121S30-5101-000-002	KNIGHT WILLIE VAUGHN
02-1333-000	121S30-5209-000-000	WILMER HATTIE
02-1387-000	121S30-5409-000-012	BALDWIN LILLIE BELL
02-1405-000	121S30-5409-000-030	BROWN SAMUEL E & HATTIE D
02-1420-065	121S30-6104-007-002	GREEN WILLIE J
02-1422-000	121S30-6105-000-000	MITCHELL MARY M
02-1430-000	121S30-6106-000-018	SCOTT ANNIE B EST OF
02-1649-100	131S30-1000-000-019	GOODEN DARRELL DEVELOPMENT
02-3589-100	211S30-2101-010-006	WINGATE PAUL F EST OF
02-3626-000	211S30-2101-010-015	STROTHER MICHAEL T & MARY
02-3706-235	211S30-2103-210-003	HARDY HOWARD L III &
02-3706-257	211S30-2103-250-003	HARTLEY WILLIAM & DIANE
03-0059-000	221S30-2300-000-020	LAWYERS TITLE INS CORP
03-0519-506	231S30-1900-000-003	MACK ROBERT & JANE
03-0728-000	231S30-2500-003-006	WOODYARD JOHN B
03-0763-150	231S30-3500-010-001	BOGGAN LAMBERT J & SANDRA D
03-0763-240	231S30-3500-027-001	CREEL W T & LAVADA
03-0800-000	231S30-4401-000-016	ESCAMBIA COUNTY COMMUNITY
03-0889-800	241S30-1600-032-004	BETTS EARNEST U &
03-0963-000	261S30-2101-001-040	CROOM NEAL SR 2/7 & CROOM
03-1003-543	261S30-3101-001-024	VOLUSIA WHOLESALE LAND &
03-1199-000	261S30-5104-000-000	JONES GLORIA D
03-1260-000	261S30-6101-026-004	GONZALEZ AMANDA
03-1443-500	271S30-1203-000-045	SPICER ADAM P
03-1686-560	271S30-3101-014-035	WOS PROPERTIES LLC
04-0476-529	351S30-7113-007-002	WATERS EDDIE L JR
04-0480-001	351S30-7113-001-005	CHURCH JESUS SUPERNATURAL
04-0558-000	351S30-7229-000-001	COLEMAN WILLIAM O 3/18 COLE
04-1897-100	441S30-2002-001-011	EVANS JOYCE
04-2010-005	451S30-3000-001-065	PANHANDLE ELECTRIC SALES &
05-0177-000	032S30-2000-010-016	HUGHES ULYSSES & BARBARA P
05-0747-000	042S30-5003-000-000	SFK STEEL & SUPPLY CO INC
05-0788-000	042S30-6001-018-002	WILLIAMS ANNIE BELL EST OF
05-0809-000	042S30-6001-035-003	HAYWOOD WALLACE
05-0843-000	042S30-6001-029-005	COLLINS RICHARD
05-0902-000	042S30-6001-002-008	GREEN ROSIE LEE LIFE EST &
05-0998-000	042S30-6001-029-013	DEXTER JULE & MAGNOLIA
05-1343-000	042S30-6003-006-005	BANKS E
05-1428-000	042S30-7001-004-005	HARRIS CORA MAE &
05-1882-000	082S30-5003-000-001	ROBINSON DAVID R & SELINA A
05-2200-196	092S30-0550-000-048	JANSSEN ALLEN L & BRENDA
05-2886-000	092S30-1300-012-001	HARRIS ELIZABETH EST OF
05-4436-000	142S30-7000-000-015	MEDINA ANGELITO & HERMINIA
06-0018-070	162S30-1001-134-002	BASCOM LESLIE R & MARION C
06-1017-000	172S30-1000-013-022	PATCHES I INC TRUSTEE
06-1119-500	172S30-1200-090-003	GAINNEY DEBRA V
06-1136-050	172S30-1200-002-005	BANK OF NEW YORK TRUSTEE
06-1251-500	172S30-1300-050-018	CALVIN DOUGLAS D
06-1319-000	172S30-1300-009-031	WILLIAMS CLANFORD SR
06-1320-100	172S30-1300-012-031	BOMSTEIN BRIAN E &
06-1324-000	172S30-1300-001-033	HARRIS ANTHONY J &
06-1344-000	172S30-1300-170-035	RIVERS SAMUEL M
06-1359-000	172S30-1300-017-037	WHITT JUANITA

TAX DEED APPLICATION LIST

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BCC

ACCT_NO	GEO_NO	OWNR_NAME
15-0461-000	000S00-9060-020-036	HALE TRACY &
15-0484-000	000S00-9060-023-038	BROWN H J ESTATE OF
15-0550-000	000S00-9060-160-044	PATCHES I INC TRUSTEE
15-0551-000	000S00-9060-170-044	KELSON JAMES E II
15-0562-000	000S00-9060-007-045	BEATY RAYMOND H
15-0564-000	000S00-9060-010-045	CUSHON HAGAR M EST OF
15-0574-000	000S00-9060-060-046	BROWN WINSTEL
15-0619-000	000S00-9060-012-051	DALE JOHN L &
15-0646-000	000S00-9060-014-053	PATCHES I INC TRUSTEE
15-0699-000	000S00-9060-050-059	WIGGINS EVELYN MCMILLAN EST
15-0733-000	000S00-9060-012-063	WILLIAMS FRED &
15-0740-000	000S00-9060-072-063	BOOKER LEILIA
15-0769-000	000S00-9060-015-065	JOHNSON LAMAR K EST OF &
15-0775-000	000S00-9060-010-068	HAYES LONNIE J
15-0780-000	000S00-9060-110-068	BEATY RAYMOND H
15-0783-000	000S00-9060-122-068	BALLOU MICHAEL
15-0784-100	000S00-9060-150-068	SHARAWAY HUSSEIN S & ANNE B
15-0787-000	000S00-9060-001-069	HAMLER JACQUELYN J 3/96 INT
15-0814-000	000S00-9060-010-072	PATCHES I INC TRUSTEE
15-0826-000	000S00-9060-200-072	COMMUNITY PROPERTY
15-0859-000	000S00-9060-191-077	SHARAWAY HUSSEIN S & ANNE B
15-0898-000	000S00-9060-003-085	JACKSON CLARD
15-0906-000	000S00-9060-024-085	PIERCE JIMMIE EST OF
15-0976-000	000S00-9060-012-093	MCINTIRE LAWRENCE & BERNICE
15-0989-000	000S00-9060-013-094	CARRUTHERS DONNA M 1/2 INT
15-0998-000	000S00-9060-016-095	PATCHES I INC TRUSTEE
15-1028-000	000S00-9060-007-104	RDLS DEVELOPMENT INC
15-1040-000	000S00-9060-015-106	ROBINSON SAMUEL & RUTH
15-1080-000	000S00-9060-200-109	RIEDLINGER THOMAS
15-1094-100	000S00-9060-140-112	HALL WILLIE & ELNORA
15-1222-750	000S00-9060-091-127	BEATY RAYMOND & ELLEN M
15-1227-500	000S00-9060-190-127	DEAS ANNIE P
15-1259-800	000S00-9060-160-132	ROBINSON A T ESTATE OF
15-1486-000	000S00-9060-018-169	TOWNSEND JULIA J
15-1503-000	000S00-9060-030-173	BIRCH GLADE DEVELOPMENT CO
15-1536-500	000S00-9060-013-180	KUTOSI DAVID M
15-1812-000	000S00-9060-004-219	IKNER THOMAS J
15-1853-000	000S00-9060-017-225	COOK CLINTON E
15-1860-100	000S00-9060-050-226	BEATY RAYMOND & ELLEN M
15-2091-000	000S00-9070-090-037	Confidential Per FL Statute
15-2862-000	000S00-9080-003-053	SMITH DOROTHY CAMPBELL
15-3048-500	000S00-9080-021-078	BANKS BETTY MAE
15-3053-000	000S00-9080-008-080	TAYLOR WILLIE F & ISOLENE
15-3204-000	000S00-9080-080-100	CONTAINER AMERICA INC
15-3242-000	000S00-9080-017-103	SAVAGE LEROY
15-3318-000	000S00-9080-080-111	KING MARGARETTE ESTATE OF
15-3425-000	000S00-9080-016-120	MOORER ELLA MAE JOHNSON
15-3502-100	000S00-9080-002-134	ACADIAN AUTO & A/C INC
15-3628-000	000S00-9080-001-163	PENSACOLA CREOSOTING CO
15-3629-000	000S00-9080-001-164	AMERICAN CREOSOTE WORKS

TAX DEED APPLICATION LIST

ACCT_NO	GEO_NO	OWNR_NAME
06-1360-000	172S30-1300-019-037	WHITT JUANITA
06-1473-000	172S30-1300-011-053	HELTON BOBBY C
06-1482-000	172S30-1300-016-055	WARREN DAVID L
06-1517-000	172S30-1400-009-062	KEHOE JAMES
06-1517-100	172S30-1400-010-062	KEHOE JAMES
06-1575-000	172S30-1400-011-069	SNOW JESSIE MAE
06-1671-000	172S30-1400-004-083	TURNER GEORGIANA
06-1827-500	172S30-1401-021-007	SCOTT JAMES C & MARY E
06-1858-100	172S30-1402-013-012	MCDONALD ROBERT M
06-1941-000	172S30-1500-006-004	SPIRES FRANCES
06-1959-000	172S30-1500-007-007	BARRETT JOSEPH C
06-2114-000	172S30-1500-019-026	WATSON CURTIS L
06-2218-000	172S30-1600-830-083	BRADLEY BAMA EST OF
06-2275-000	172S30-1600-141-140	BEATY RAYMOND H
06-2325-000	172S30-5008-000-001	SPIRES FRANCES
06-2342-000	172S30-5009-000-027	JOHNSON JIMMIE LEE
06-2389-000	172S30-5009-023-041	WEBSTER EDDIE
06-2406-000	172S30-5009-000-064	RIVERS JOHN EST OF
06-2804-000	182S30-6000-002-035	LEWIS BROS AUTO COLLISION &
06-2867-500	182S30-6000-140-041	ESCAMBIA COUNTY COMMUNITY
06-2893-000	182S30-6000-190-043	REASE WILLIE MOSES JR
06-2971-000	182S30-6000-030-057	KING NORMA JEAN
06-3057-000	302S30-1001-012-014	CURRY WILLIE J &
06-3209-000	312S30-2000-190-001	GREENE DON
06-3673-000	332S30-1300-006-012	SWEARINGEN JOHN C 1/2 INT &
06-3755-000	332S30-1300-150-021	OWEN RICHARD W
06-3765-000	332S30-1300-016-022	BLANTON SANDY
06-4000-000	332S30-3300-060-265	MIDDLETON DORIS U
06-4006-100	332S30-3300-092-265	POWERS VICTORIA ANN
06-4094-000	332S30-3301-005-274	ARD JAMES T &
06-4306-500	332S30-4000-013-242	BERTSINGER RODERICK & BAY
06-4354-000	332S30-4000-002-252	STRAUB JOHN R TRUSTEE
07-0670-000	342S30-0460-024-046	BONIFAY JOE A & ALICE
07-0729-000	342S30-0590-034-059	SIMMONS JAMES M
07-0787-000	342S30-0660-000-021	SOULES NORMA L
07-0833-000	342S30-0820-000-050	GRIERSON JOHN &
07-0979-200	342S30-0850-001-002	LASTER CATHY E
07-0989-000	342S30-0860-050-001	WINSLETT DEBORAH LEE
07-1148-000	342S30-0920-000-020	MCINTOSH TEMIKA M
07-1337-000	342S30-0990-004-099	OWEN RICHARD W & SHANNON R
07-1619-000	342S30-1150-011-003	ROGERS ALFRED & PATRICIA A
07-2840-410	352S30-5401-000-040	OWEN RICHARD W
07-4108-720	372S30-3400-012-002	SIMMONS FRANCIS T III &
07-4108-730	372S30-3400-014-002	WILLIAMS HOWARD
08-0051-000	502S30-4010-000-006	TOLBERT JOAN S
08-0957-000	502S30-5020-025-006	HARDY ANNIE L
08-1008-000	502S30-5040-001-004	JOHNSON FRANCES &
08-1010-000	502S30-5040-003-004	DUKES EDWARD EST OF
08-1479-000	512S30-6000-000-008	RUTLEDGE CREOLA
08-1749-000	502S30-6061-080-002	REED DONALD & CHINA PEARL
08-1763-000	502S30-6062-010-001	TOLBERT WILLIE LEE EST OF
08-1839-000	502S30-6070-120-004	LOTT JAKE SR
08-3085-000	512S30-7061-014-018	STEPP CHRISTOPHER B &
08-4039-000	592S30-1000-010-017	HARDIN MARY L
08-4310-000	592S30-2500-000-008	SPERRY DAVID A
08-4369-000	592S30-2700-002-038	MCGINNIS MALVINA FOUNTAIN
09-0236-618	031S31-1000-000-007	WHIT J T INC

TAX DEED APPLICATION LIST

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BCC

ACCT_NO	GEO_NO	OWNR_NAME
09-0237-250	031S31-1101-000-005	WHIT J T INC
09-0332-670	071S31-3301-000-011	SPENCER WILLIAM E
09-0526-012	121S31-1100-020-008	GREEN ANTHONY J &
09-0619-000	131S31-1100-001-040	RIEDLINGER THOMAS
09-0706-508	141S31-1102-003-001	HALL JUNE &
09-0836-010	181S31-1109-000-001	SUERO HEMOGENES
09-1574-750	261S31-1130-000-008	BEAL JAMES L SR & SANDRA
09-1657-600	261S31-4406-000-007	THOMAS THEARTHUR & MAGGIE L
09-1763-000	381S31-3302-000-000	CHURCH BELLVIEW METHODIST
09-1845-500	391S31-2500-000-000	EXECUTIVE PROPERTIES OF
09-1871-610	391S31-3108-001-001	LACINA VIRGINIA K LIFE EST
09-2012-112	401S31-1000-001-021	WILLIAMS JAMES T
09-2642-000	012S31-4301-001-002	MILLS PATRICIA A
09-2926-000	082S31-1006-000-000	KELSON JAMES E II
09-3327-000	112S31-2110-000-000	WEATHERWOOD WEST PHASE II
09-3512-000	112S31-3103-002-001	STANBACK RICHARD L & ETTA V
09-3956-100	172S31-2000-000-001	LUKKAR JEANNIE MCGILL
09-3956-470	172S31-2000-006-001	MCGILL MARC W
09-3973-834	182S31-1101-000-002	VICTORIA V LLC
09-3973-860	182S31-1102-001-001	WRIGHT CARRIE EST OF
09-4000-750	192S31-1102-021-001	REGISTER R DALE & DEBORAH C
09-4006-000	192S31-1107-000-000	REGISTER R DALE
09-4047-300	192S31-3201-000-003	RHANEY ANTHONY & DAWN
09-4047-600	192S31-3201-003-003	STAFFORD RAYMOND D & MARY N
09-4070-110	192S31-4209-003-002	BRADLEY WILLIE D
09-4515-500	202S31-2143-000-007	MY PENSACOLA HOMES INC
09-4545-353	212S31-6200-001-001	RANDALL HENRY W LIFE EST &
09-4545-367	212S31-6200-008-001	RANDALL HENRY W LIFE EST &
09-4548-353	222S31-1401-001-004	KANAN AMY J
09-4656-175	272S31-1100-002-002	PANHANDLE LAND CONSERVANCY
09-4681-000	292S31-2201-000-000	MOUCHERON THEODORE SR AS
09-5015-268	332S31-2400-016-003	TSB BAYOU GRANDE LLC
09-5015-304	332S31-2400-005-004	TSB BAYOU GRANDE LLC
10-0087-000	352S31-1000-005-013	MCELHENNY RACHEL A
10-0721-400	352S31-1000-009-096	POLLEY MARVIN D EST OF
10-1315-730	362S31-1004-000-011	TURBERVILLE AUSTIN W
10-1341-500	362S31-1009-000-001	GRAY ETTA &
10-1348-500	362S31-1010-000-005	COOK BYRON M
10-1563-250	372S31-2000-000-004	PAFFORD MARVIN C
10-1563-337	372S31-2000-003-008	OWEN RICHARD W
10-2728-650	022S32-6000-091-004	HELMS JAMES K
10-3001-599	083S32-1300-000-000	PERDIDO BAY PARTNERSHIP
10-3306-000	123S32-2000-029-010	HALL CECIL R & CAROLYN F
10-4609-220	353S32-1105-001-002	CRONIN CHARLES
11-0351-100	201N30-1101-000-001	CLASSIC HOMEBUILDERS INC
11-0533-000	201N30-4202-000-000	JOHNSON J C
11-1163-000	045N30-5004-000-000	BRECKENRIDGE GEORGE F &
11-1346-000	055N30-3321-000-000	NEAL REBECCA R
11-1523-000	065N30-2204-000-000	MITCHELL BETTYE ANN
11-1571-000	065N30-3410-000-006	HUFF JEROME
11-1960-000	085N30-3236-000-000	WALKER JOHN
11-2264-000	326N30-4211-002-001	CEPHUS ERA ESTATE OF
11-2602-377	081N31-4202-002-005	GUY AMY J JOHNSON
11-2711-110	091N31-1000-233-004	BAGGETT GLORIA G
11-2909-000	101N31-4101-051-002	STROTHER CYNTHIA RENEE
11-3006-000	101N31-4101-071-005	WILLIAMS RUTH J EST OF
11-3479-395	141N31-6000-077-013	WALKER JANINE RICHEY

TAX DEED APPLICATION LIST

ACCT_NO	GEO_NO	OWNR_NAME
11-3517-000	141N31-6000-010-019	MORRISON TERRY B & CATHERYN
11-3933-000	161N31-1000-040-020	KIRKLAND MARY LUCILLE
11-3935-000	161N31-1000-060-020	MOORER DAVID & DOROTHY
11-4006-000	161N31-2125-000-000	ADAMS LOUIS EST OF
11-4115-000	181N31-2402-000-000	BIRDSONG MELODY G
11-4122-100	181N31-2410-000-000	MCDONALD CHRISTOPHER W
11-4159-025	191N31-3203-000-001	GODWIN TIM &
11-4358-000	281N31-1401-000-004	CASTLEBERRY NOMA FAY &
11-4426-502	331N31-3301-003-001	WILLIS RICHARD L II &
11-4550-165	381N31-2402-003-001	GRAHAM CHRISTOPHER M 1/2 &
12-0078-100	032N31-3000-009-008	KENNEDY JAMES A & FELISA
12-0189-205	082N31-2301-001-002	FILLINGIM RODNEY E
12-0238-200	102N31-2401-002-001	OLDAKER TERESA ANN &
12-0309-315	142N31-4006-000-005	AMERSON SHIRLENE
12-0309-320	142N31-4006-000-006	KELKER IRMA DEAN
12-0309-340	142N31-4006-000-010	KINN PAULINE
12-0407-000	222N31-4301-000-000	CARRINGTON DEVELOPMENT
12-0578-500	342N31-1401-000-006	BROWN DONICE & JOSEPHINE
12-0605-445	342N31-4401-000-014	TUCKER TONY C JR &
12-0812-000	402N31-1000-001-012	MACK ESTEL SIMMONS EST OF
12-1270-070	344N31-2001-002-001	WILSON DARRELL E
12-1334-000	404N31-1000-003-043	GREENWELL THOMAS & DOROTHY
12-1370-500	434N31-1002-000-003	BLACKMAN SHELBY D &
12-1418-010	025N31-4301-000-001	DORAN JERRY L &
12-1725-000	185N31-3401-000-000	MELVIN RANDALL F
12-2127-050	366N31-4406-000-000	SMITH MERVIN R 1/4
12-2525-000	054N32-3103-000-001	HALL ROBERT L & HELEN J
12-2871-000	085N32-4101-000-000	BAKER LLOYD &
12-3226-000	305N32-1337-000-000	GUNN WILLIAM M & TRACEY L
12-3533-360	024N33-4101-000-008	RICHARDSON LENA MAE
12-4101-100	356N33-5003-001-001	CARAWAY KENNETH W &
13-1594-000	000S00-9010-110-071	ALLEN FRED L
13-1595-000	000S00-9010-112-071	ALLEN FRED L
13-1726-000	000S00-9010-023-079	PATCHES I INC TRUSTEE
13-1731-000	000S00-9010-010-080	SHARAWAY HUSSEIN S & ANNE B
13-1736-000	000S00-9010-060-080	HINES MARIE M 98/196
13-1737-000	000S00-9010-070-080	BROWN ESMA EST OF &
13-1739-000	000S00-9010-090-080	SHARAWAY HUSSEIN S & ANNE B
13-1783-000	000S00-9010-027-082	LANG GERALD A
13-1899-500	000S00-9010-230-087	RUSS GUSSIE
13-2080-000	000S00-9010-006-116	MONTGOMERY SKIPPY D
13-2193-000	000S00-9010-016-133	HOWARD ETHEL &
13-2217-500	000S00-9010-240-134	RIVERS DAVID & JOEREATHA
13-2223-500	000S00-9010-030-135	RIVERS DAVID & JOEREATHA
13-2224-500	000S00-9010-040-135	DENSON CHRISTINE RIVERS
13-2226-500	000S00-9010-070-135	BURNETTE LUCRECIA
13-2259-500	000S00-9010-250-138	WILLIAMS JOHNNIE ESTATE OF
13-2276-000	000S00-9010-021-139	LONGMIRE GLADYS M
13-2283-500	000S00-9010-006-140	BROWN WINSTEL
13-2284-000	000S00-9010-008-140	BROWN WINSTEL
13-2293-500	000S00-9010-110-142	JACKSON EUGENE
13-2304-500	000S00-9010-300-142	LEE WILLIE F
13-2312-000	000S00-9010-012-143	WOODS ROBERTA EST OF
13-2884-100	000S00-9020-225-024	LEWIS JOHNNIE JR
13-2906-000	000S00-9020-110-026	LOUIS MYRTICE
13-2947-000	000S00-9020-009-029	HUGGINS SCOTT B
13-3065-000	000S00-9020-110-037	PATCHES I INC TRUSTEE

TAX DEED APPLICATION LIST

ACCT_NO	GEO_NO	OWNR_NAME
13-3077-000	000S00-9020-213-037	BEATY RAYMOND H
13-3111-000	000S00-9020-007-040	SHARAWAY HUSSEIN S & ANNE B
13-3144-000	000S00-9020-022-041	PAYNE WILLIAM JR EST OF
13-3150-000	000S00-9020-007-042	DAVISBOWERS JEAN
13-3227-000	000S00-9020-040-048	KNIGHT WESLEY
13-3264-000	000S00-9020-030-051	Confidential Per FL Statute
13-3278-000	000S00-9020-021-052	BRYE FRANK SR EST OF
13-3350-000	000S00-9020-040-058	SHARAWAY HUSSEIN S & ANNE B
13-3421-500	000S00-9020-010-066	MARONEY JOYCE M
13-3496-000	000S00-9020-011-078	HOGAN ELIZABETH EST OF
13-3554-000	000S00-9020-190-084	WILLIAMS MARY L EST OF
13-3610-000	000S00-9020-050-090	SCOTT CLEVELAND U
13-3627-000	000S00-9020-021-092	BEATY RAYMOND H
13-3648-000	000S00-9020-014-094	SORIANO NEIL
13-3677-000	000S00-9020-150-097	FOUNTAIN JEFFERY A
13-3726-000	000S00-9020-014-100	BUCHANAN THELMA E EST OF
13-4017-000	000S00-9020-140-119	HICKS WILLA M &
13-4067-100	000S00-9020-010-122	JEFFERSON DOROTHY
13-4486-000	000S00-9020-002-147	CAPE INVESTMENT GROUP INC
14-0316-000	000S00-9025-014-059	BLACKMON LEON &
14-0805-000	000S00-9025-008-109	SEWELL JOANN TRUSTEE
14-1189-500	000S00-9025-005-147	FOY EDWIN
14-1282-000	000S00-9025-006-158	SHEARS EVELYN LIKELY &
14-2879-000	000S00-9025-007-341	BRADLEY IRA & LULA MAE
14-3153-000	000S00-9025-014-373	FOUNTAIN DAVID L
14-4147-000	000S00-9050-014-070	RDLS DEVELOPMENT INC
14-4160-000	000S00-9050-016-072	STOKES KENNETH
15-0005-000	000S00-9060-013-001	SMITH GRACIE LIFE EST
15-0053-500	000S00-9060-000-004	JACKSON OZELL R EST OF
15-0054-200	000S00-9060-002-004	SOHAIL ENTERPRISES INC
15-0060-000	000S00-9060-010-004	BEATY RAYMOND H
15-0068-000	000S00-9060-020-004	MCDOWELL CHARLES
15-0073-000	000S00-9060-026-004	BEATY RAYMOND H
15-0100-000	000S00-9060-010-008	CLINTON COLUMBUS
15-0106-000	000S00-9060-020-008	SWEARINGEN JOHN C & SHELLEY
15-0131-000	000S00-9060-110-012	ROYSTER KENNETH V JR
15-0133-000	000S00-9060-130-012	RIVERS SAMUEL M
15-0138-000	000S00-9060-180-012	BRASWELL FRED II & VERONICA
15-0177-000	000S00-9060-120-017	EAST WILLIE G
15-0178-000	000S00-9060-130-017	ROBERTS FRANK EST OF
15-0182-000	000S00-9060-180-017	JOHNSON LUCILLE &
15-0186-000	000S00-9060-184-017	SHARAWAY HUSSEIN S & ANNE B
15-0202-000	000S00-9060-190-018	RICH TOM
15-0203-000	000S00-9060-200-018	KELSON JAMES E II
15-0241-000	000S00-9060-182-020	GAILLARD ROSA MAE
15-0271-000	000S00-9060-140-022	BAKER ROSA BELL EST OF
15-0285-000	000S00-9060-005-023	BEATY RAYMOND H
15-0334-000	000S00-9060-001-027	JUILAN MARK H
15-0335-000	000S00-9060-002-027	JULIAN MARK H
15-0336-000	000S00-9060-003-027	DORTCH NATHAN
15-0359-000	000S00-9060-014-028	WATSON NASHWAN K
15-0385-000	000S00-9060-001-031	DES PROPERTIES LLC
15-0395-000	000S00-9060-019-031	WHITE ETHEL EST OF &
15-0419-000	000S00-9060-160-033	NUGENT MARY VIRGINIA &
15-0421-000	000S00-9060-200-033	JOHNSON JIMMIE
15-0429-000	000S00-9060-011-034	PITTS ELENA D
15-0460-000	000S00-9060-018-036	GAMBLE TIMOTHY &

The 2010 Florida Statutes(including Special Session A)

[Title XIV](#)

TAXATION AND FINANCE

[Chapter 197](#)

TAX COLLECTIONS, SALES, AND LIENS

[View Entire Chapter](#)
197.502 Application for obtaining tax deed by holder of tax sale certificate; fees. –

(1) The holder of any tax certificate, other than the county, at any time after 2 years have elapsed since April 1 of the year of issuance of the tax certificate and before the expiration of 7 years from the date of issuance, may file the certificate and an application for a tax deed with the tax collector of the county where the lands described in the certificate are located. The application may be made on the entire parcel of property or any part thereof which is capable of being readily separated from the whole. The tax collector shall be allowed a tax deed application fee of \$75.

(2) Any certificateholder, other than the county, who makes application for a tax deed shall pay the tax collector at the time of application all amounts required for redemption or purchase of all other outstanding tax certificates, plus interest, any omitted taxes, plus interest, any delinquent taxes, plus interest, and current taxes, if due, covering the land.

(3) The county where the lands described in the certificate are located shall make application for a deed on all certificates on property valued at \$5,000 or more on the property appraiser's roll, except deferred payment tax certificates, and may make application on those certificates on property valued at less than \$5,000 on the property appraiser's roll. Such application shall be made 2 years after April 1 of the year of issuance of the certificates. Upon application for a tax deed, the county shall deposit with the tax collector all applicable costs and fees, but shall not deposit any money to cover the redemption of other outstanding certificates covering the land.

(4) The tax collector shall deliver to the clerk of the circuit court a statement that payment has been made for all outstanding certificates or, if the certificate is held by the county, that all appropriate fees have been deposited, and stating that the following persons are to be notified prior to the sale of the property:

(a) Any legal titleholder of record if the address of the owner appears on the record of conveyance of the lands to the owner. However, if the legal titleholder of record is the same as the person to whom the property was assessed on the tax roll for the year in which the property was last assessed, then the notice may only be mailed to the address of the legal titleholder as it appears on the latest assessment roll.

(b) Any lienholder of record who has recorded a lien against the property described in the tax certificate if an address appears on the recorded lien.

(c) Any mortgagee of record if an address appears on the recorded mortgage.

(d) Any vendee of a recorded contract for deed if an address appears on the recorded contract or, if the contract is not recorded, any vendee who has applied to receive notice pursuant to s. [197.344\(1\)\(c\)](#).

(e) Any other lienholder who has applied to the tax collector to receive notice if an address is supplied to the collector by such lienholder.

(f) Any person to whom the property was assessed on the tax roll for the year in which the property was last assessed.

(g) Any lienholder of record who has recorded a lien against a mobile home located on the property described in the tax certificate if an address appears on the recorded lien and if the lien is recorded with the clerk of the circuit court in the county where the mobile home is located.

(h) Any legal titleholder of record of property that is contiguous to the property described in the tax certificate, when the property described is either submerged land or common elements of a subdivision, if the address of the

titleholder of contiguous property appears on the record of conveyance of the land to that legal titleholder. However, if the legal titleholder of property contiguous to the property described in the tax certificate is the same as the person to whom the property described in the tax certificate was assessed on the tax roll for the year in which the property was last assessed, the notice may be mailed only to the address of the legal titleholder as it appears on the latest assessment roll. As used in this chapter, the term "contiguous" means touching, meeting, or joining at the surface or border, other than at a corner or a single point, and not separated by submerged lands. Submerged lands lying below the ordinary high-water mark which are sovereignty lands are not part of the upland contiguous property for purposes of notification.

The statement must be signed by the tax collector, with the tax collector's seal affixed. The tax collector may purchase a reasonable bond for errors and omissions of his or her office in making such statement. The search of the official records must be made by a direct and inverse search. "Direct" means the index in straight and continuous alphabetic order by grantor, and "inverse" means the index in straight and continuous alphabetic order by grantee.

(5)(a) The tax collector may contract with a title company or an abstract company at a reasonable fee to provide the minimum information required in subsection (4), consistent with rules adopted by the department. If additional information is required, the tax collector must make a written request to the title or abstract company stating the additional requirements. The tax collector may select any title or abstract company, regardless of its location, as long as the fee is reasonable, the minimum information is submitted, and the title or abstract company is authorized to do business in this state. The tax collector may advertise and accept bids for the title or abstract company if he or she considers it appropriate to do so.

1. The ownership and encumbrance report must be printed or typed on stationery or other paper showing a letterhead of the person, firm, or company that makes the search, and the signature of the person who makes the search or of an officer of the firm must be attached. The tax collector is not liable for payment to the firm unless these requirements are met.

2. The tax collector may not accept or pay for any title search or abstract if no financial responsibility is assumed for the search. However, reasonable restrictions as to the liability or responsibility of the title or abstract company are acceptable. Notwithstanding s. 627.7843(3), the tax collector may contract for higher maximum liability limits.

3. In order to establish uniform prices for ownership and encumbrance reports within the county, the tax collector shall ensure that the contract for ownership and encumbrance reports include all requests for title searches or abstracts for a given period of time.

(b) Any fee paid for any title search or abstract must be collected at the time of application under subsection (1), and the amount of the fee must be added to the opening bid.

(c) The clerk shall advertise and administer the sale and receive such fees for the issuance of the deed and sale of the property as are provided in s. 28.24.

(6)(a) The opening bid on county-held certificates on nonhomestead property shall be the sum of the value of all outstanding certificates against the land, plus omitted years' taxes, delinquent taxes, interest, and all costs and fees paid by the county.

(b) The opening bid on an individual certificate on nonhomestead property shall include, in addition to the amount of money paid to the tax collector by the certificateholder at the time of application, the amount required to redeem the applicant's tax certificate and all other costs and fees paid by the applicant.

(c) The opening bid on property assessed on the latest tax roll as homestead property shall include, in addition to the amount of money required for an opening bid on nonhomestead property, an amount equal to one-half of the latest assessed value of the homestead. Payment of one-half of the assessed value of the homestead property shall not be required if the tax certificate to which the application relates was sold prior to January 1, 1982.

(7) On county-held certificates for which there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the county commission and all other persons holding certificates against the land that the land is available. During the first 90 days after the land is placed on the list of lands available for taxes, the county may purchase the land for the opening bid. Thereafter, any person, the county, or any other governmental unit may purchase the land from the clerk, without further notice or advertising, for the opening

bid, except that when the county or other governmental unit is the purchaser for its own use, the board of county commissioners may cancel omitted years' taxes, as provided under s. [197.447](#). If the county does not elect to purchase the land, the county must notify each legal titleholder of property contiguous to the land available for taxes, as provided in paragraph (4)(h), before expiration of the 90-day period. Interest on the opening bid continues to accrue through the month of sale as prescribed by s. [197.542](#).

(8) Taxes shall not be extended against parcels listed as lands available for taxes, but in each year the taxes that would have been due shall be treated as omitted years and added to the required minimum bid. Three years after the day the land was offered for public sale, the land shall escheat to the county in which it is located, free and clear. All tax certificates, accrued taxes, and liens of any nature against the property shall be deemed canceled as a matter of law and of no further legal force and effect, and the clerk shall execute an escheatment tax deed vesting title in the board of county commissioners of the county in which the land is located.

(a) When a property escheats to the county under this subsection, the county is not subject to any liability imposed by chapter 376 or chapter 403 for preexisting soil or groundwater contamination due solely to its ownership. However, this subsection does not affect the rights or liabilities of any past or future owners of the escheated property and does not affect the liability of any governmental entity for the results of its actions that create or exacerbate a pollution source.

(b) The county and the Department of Environmental Protection may enter into a written agreement for the performance, funding, and reimbursement of the investigative and remedial acts necessary for a property that escheats to the county.

(9) Consolidated applications on more than one tax certificate are allowed, but a separate statement shall be issued pursuant to subsection (4), and a separate tax deed shall be issued pursuant to s. [197.552](#), for each parcel of property shown on the tax certificate.

(10) Any fees collected pursuant to this section shall be refunded to the certificateholder in the event that the tax deed sale is canceled for any reason.

(11) For any property acquired under this section by the county for the express purpose of providing infill housing, the board of county commissioners may, in accordance with s. [197.447](#), cancel county-held tax certificates and omitted years' taxes on such properties. Furthermore, the county may not transfer a property acquired under this section specifically for infill housing back to a taxpayer who failed to pay the delinquent taxes or charges that led to the issuance of the tax certificate or lien. For purposes of this subsection only, the term "taxpayer" includes the taxpayer's family or any entity in which the taxpayer or taxpayer's family has any interest.

History.—s. 187, ch. 85-342; s. 6, ch. 86-141; s. 27, ch. 86-152; s. 1, ch. 89-286; s. 7, ch. 92-312; s. 14, ch. 93-132; s. 1024, ch. 95-147; s. 1, ch. 96-181; s. 1, ch. 96-219; ss. 3, 4, 5, ch. 99-190; s. 3, ch. 2001-137; s. 9, ch. 2001-252; s. 1, ch. 2003-284; s. 8, ch. 2004-349; s. 1, ch. 2004-372.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1188

County Administrator's Report Item #: 12. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/01/2011

Issue: Amendment #1 to Interlocal Agreement for DCA CDBG Disaster Grant (2008 Storms) with Emerald Coast Utilities Authority

From: Keith Wilkins, REP

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #1 to Interlocal Agreement for CDBG Disaster Grant (2008 Storms) with Emerald Coast Utilities Authority - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning supplemental State of Florida, Department of Community Affairs (DCA), Community Development Block Grant (CDBG), Disaster Recovery Enhancement Funds (DREF) Grant funding for the Lakewood Sanitary Sewer Improvements Project:

A. Approve Amendment #1 to the Interlocal Agreement for CDBG Disaster Grant (2008 Storms) with Emerald Coast Utilities Authority (ECUA) to incorporate DREF funding of \$492,506, (increasing the total Grant funding from \$3,200,000 to \$3,692,506), for the ongoing construction of sanitary sewer improvements in the Lakewood Subdivision located within the Barrancas Community Redevelopment Area; and

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

[Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436 and Fund 124/Affordable Housing, Cost Center 220442]

BACKGROUND:

In September 2008, Congress approved the Consolidated Security, Disaster Assistance and Continuing Appropriations Act 2009 for the purpose of providing funds to address impacts of the 2008 Presidentially Declared Disasters. A portion of the funding was allocated to the State of Florida Department of Community Affairs (DCA) for use in supporting Community Development Block Grant (CDBG) eligible activities authorized under the 2008 Storms CDBG Disaster Recovery Program. Through this opportunity, Escambia County, in consultation with the City of Pensacola and Town of Century, received \$7,067,397 for CDBG eligible activities that mutually benefit the jurisdictions, including a set-aside specifically limited to affordable housing (see Exhibit I for Board Resume regarding the original grant award). The funds were allocated to four CDBG eligible projects, including: Lakewood Sanitary Sewer Improvements (Lakewood Subdivision in Warrington); Century Stormwater Drainage Improvements (specifically on

Jefferson Avenue and Pond Street); Sanchez Court Rental Rehabilitation/Mitigation (48-units adjacent to Morris Court Apartments); and the Centralized Replacement Homeless Housing/Services Facility (the new Waterfront Rescue Mission facility located at 350 W. Herman Street). These projects are either under construction (Waterfront Mission, Sanchez Court Rehab and Lakewood Sewer) or in the bidding stage (Century stormwater).

After filing the original Grant application with DCA, additional CDBG funds, known as Disaster Recovery Enhancement Funds (DREF), were awarded to DCA by HUD to supplement ongoing projects initiated with the 2008 Storms Grant described above. The application cycle for the DREF funds as provided by DCA was extremely short and necessitated the Chairman's prior execution of the application. A summary of the DREF application was noticed in the *Pensacola News Journal* (see Exhibit II for the public notice), with provision for public comments, and the complete draft was placed on the County website for review. The application was filed with DCA prior to the June 28, 2011 deadline, subsequently reviewed by DCA and has now been awarded. Amendment #1 to the existing \$3,200,000 Agreement with ECUA will add \$492,506 of the DREF award to support the ongoing construction of sanitary sewer improvements in the Lakewood Subdivision/DCA Service Area #1 (see Exhibit III for Amendment #1, including a revised project budget).

BUDGETARY IMPACT:

The DREF funds are budgeted in Fund 124, Cost Center 220442. The balance of the funding for this project from the original CDBG Disaster (2008 Storms) Grant is budgeted in Fund 110, Cost Center 220436. No County general fund revenue is required for this program, though CDBG funds may be combined with other public, private or other non-CDBG grant funds to complete eligible projects.

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment #1 to the Agreement has been approved by Kristin Hual, Assistant County Attorney. ECUA legal representatives have also reviewed the Amendment.

PERSONNEL:

The project will be accomplished by contract with ECUA. There will be no impact on County personnel or requirement for alteration of existing positions.

POLICY/REQUIREMENT FOR BOARD ACTION:

A formal Amendment between ECUA and the County is required to incorporate the DREF supplemental funding toward the total cost of the project.

IMPLEMENTATION/COORDINATION:

Grant implementation and oversight will be provided by Neighborhood Enterprise Foundation, Inc. (NEFI). NEFI will work closely with Florida Department of Community Affairs, ECUA, and the Community Redevelopment Agency to continue implementation of the project. Strict implementation timelines will be monitored closely by DCA. These parties are aware of the approval schedule for this recommendation.

Attachments

Exhibit I

Exhibit II

Exhibit III

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-17. Approval of Various Consent Agenda Items – Continued

- 2. Approving, and authorizing the Interim County Administrator to execute, the following Change Order (Funding Source: Fund 115, Professional Training, Cost Center 290206, Object Code 56401):

Bureau:	Corrections
Division:	Escambia County Road Prison
Type:	Addition
Amount:	\$37,694
Vendor:	Hub City Ford, Inc.
Project Name:	K-9 Training Units
Contract:	Piggyback Florida Sheriff's Association Contract #09-17-0908
Purchase Order Number:	101383
Change Order Number:	1
Original Award Amount:	\$34,604
This Change Order Amount:	<u>\$37,694</u>
New Contract Total:	\$72,298

3. Accepting the Community Development Block Grant (CDBG) Disaster Recovery (2008 Storms) Grant #10DB-D4-01-27-01-K08, which was approved by the State of Florida Department of Community Affairs, awarding a total of \$7,067,397 for approved, CDBG-eligible projects jointly benefiting the citizens of Escambia County, the City of Pensacola, and the Town of Century.

- 4. See Page 31.



850-387-2299 or 850-377-7558

GOLDEN RETRIEVER PUPPIES- AKC registered, \$500. Taking deposits now, ready June 25. Call 850-529-6956



GREAT DANE PUPPIES- Parents on premises, ready now, \$200 CASH, 251-269-0765



Pets

Himalayan kittens- ready 8 weeks old shots and litter trained second litter ready June 10 \$300 or 2 for \$500 251-228-0916

THIS
Jack Russell CKC 1 female \$250 current shots 850-683-1586 or 850-225-8248

Japanese Chins-Puppies. Red & White, Black & White, M&F, 9 wks \$450 (850)206-4391

adorabletopuppies (www) Toups/ Toys-Rare Morkie, Malt&YorkiePoo, Chorkie, Chi-\$295-\$795. 850-261-6996

ALL SMALL BREEDS
Schnoodles, Shih Tzus, Miniature Dachshunds, Shih Poms, Malt Poo's, Peekapoos, & many more!
Starling @ \$375.
Daphne, AL
www.thepuppyden.com
251-626-5248

AMERICAN BULL-DOG Puppies
JOHNSONS, NKC reg., health cert, \$500, 850-748-0088

BOXER PUPS- AKC males & females, fawns & brindles, shots, ready 6/10/11, \$450-\$500 850-968-3459

BRITANNY PUPS
AKC ready 6/18/11 \$400 & \$350 850-623-1279

WASHER/DRYER
Sears \$250 set.
REFRIGERATOR- \$250. 850-438-5139 or 850-438-5932

WASHERS/DRYERS
Heavy duty, \$99 each & up. Can Deliver. 850-476-0474

Computers

DESK, Computer, Printer, Monitor, Complete Package, \$325, or make offer, 850-434-0409

Furniture

4 Beveled Glass Dolphin Tables- \$700 obo 850-626-1180 850-910-0755

DINETTE- 5 PIECE
42" round table expands to 60" oval w/leaf. Driewood color w/fabric castor armchairs that swivel and rock. \$475 (850)476-5782

FURNITURE SALE
Antique Nautical furniture, capt's stateroom solid teak furn & accessories. Officer's desk, wardrobe chest, chest of drawers, 2 side stands, telescope, night lamps, shaving mirror, medicine chest, spice rack & treasure chest. Brass bed queen, & brass fireplace set. Purchase as a lot at auction for \$18,000, will sell for \$8500, 850-501-8715 or email jltaylor716@yahoo.com

FURNITURE SALE!
High end quality furniture by Henkel Harris. Solid Mahogany, mint cond, master BR suite. King sz rice carved poster bed w/ matching dresser, ladies' lingerie chest & bedside chest. Stearns & Foster king mattress set. Paid \$10,500, will sell for \$5,000. 850-501-8715 or jltaylor716@yahoo.com

SHIH-TZUS PUPS- Smaller type, vet \$300. 850-255-8724

YORKIE POO & Yorkie Shih- CKC vet checked, shots \$250 850-377-9863

PENSACOLA
4660 A Peacock Dr. 7:00 am to 4:00 pm
June 10, 11, 12
House hold items, moving sale Scanic to Creighton right on Peacock end of street before curve
HUGE SALE!

Miscellaneous

55 GAL DRUMS- Burn, Feed, or Storage. 850-313-7420

DAY LILLIES- closing, Lg clumps \$3-\$4 850-968-6276

HOT TUB- NEW
4 seats, 2 loungers, \$1500, warranty, delivery. 850-501-0270

KEITH URBAN - Tix -2 SOLD OUT
FLOOR seats
June 16th, MS. Coast Coliseum. Sec. 4, Row 2, Seats 7&8

\$200.00 (858)969-0570

Legals

MIXED DEER FEED
- Awesome Results!
850-313-7420

Racing- miniature car racing track on tabletop and accessories plus 3 cars. \$ 2 0 0 . 0 0 (850)932-0480 sbpelt@gmail.com

Telescope:
Celestron 11" Edge HD, mount, JMI hard cases, and accessories; \$3,995. Discount for EAAA members. Call Dan @ 850-774-2439 or 850-234-6406.

TRAILER- UTILITY
Trlr 4X6 2YO sturdy Const/ only used twice \$ 4 0 0 . 0 B O (850)477-2552 davidcp32514@yahoo.com

WATCH MAKERS BENCH, Quartz Repair Tools & Parts, No Separate Parts Sold, \$1200. 850-862-6306

Legals

Legal Notice
Please be advised that the psychological records for any patient of Richard G. Weaver PhD will be disposed of on July 15, 2011. If you would like to obtain a copy of your records you may call (850) 478-0008 to make arrangements before that date.
Legal No. 1522972 4T
May 18, 25, June 1 & 8, 2011

Legal Notice of Completion
Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the City of Pensacola the following construction project:
Jones Swamp Wetland Restoration PD 09-10.063
Starfish, Inc. of Alabama 114 Blacksher Street Brewton, AL 36426
Subcontractors, Material Men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.
Legal No. 1525608 1T June 8, 2011

BERRIES
Touchable Berry Farm U-Pick berries 75¢ per pound 850-587-5072

BLUEBERRIES- You Pick! \$1.10/lb, Hillcrest Farm. 4 mi. W. of Lillian Bridge off US 98. 251-962-2500

CASSEBAUM'S
Sweet Corn- Silver King , Shelled Peas 3 Mi W. of Lillian Bridge turn S. on County Road 91. 1/2 mile turn left. Mon-Sat 8am-6. AM-251-962-2522

FRESH VEGETABLES- ready for freezer, pink eyes, purple hull peas, speckled butter beans, baby limas etc. 601-947-6649 or 601-394-7335 \$21/bushel

SWEEP CORN
U-Pick \$1.75/dozen 850968-5161

Legals

850-327-4020
Sporting Goods
TREADMILL \$795- and stationary bike \$295, 850-432-0023
Wanted To Buy/ Swap

I WILL HAUL OFF ANY RIDING LAWN MOWERS & PUSH LAWN MOWERS FREE!!!
Working or not. 850-944-2394 or 850-602-7337

I WILL HAUL OFF ANY RIDING LAWN MOWERS & PUSH LAWN MOWERS FREE!!!
Working or not. 850-944-2394 or 850-602-7337

Wanted To Buy/ Swap

JUNK CARS- paying \$300 each. 850-281-8446

Legals



Aparments- Furnished

NAVY POINT- Military Officer, cable, cvrd prking, w/d, kit, \$650 inclusive 850-455-2777

Legals

11:30am For 1 & 2 BR opts ONLY. Applications may be returned on the 14th, 15th & 16th from 9am - 11:30am ONLY

EXHIBIT II

FOR RENT
BURGESS RD. 2BR/1BA W/S/G/ \$625
CREIGHTON RD. 2BR/1BA \$625
850-484-2684
centregroupproperties.com

LILLIAN HWY- Nice 1BR/1BA, \$475/400 deposit, 850-261-2376

PENSACOLA-1br/1ba near PSC, no pets, \$300. 850-436-8074

PENSACOLA-East Hill, 1 BR Apts. \$500/Mth no dogs, 1103 N. 15th Ave. 850-470-0446

Duplexes- Unfurnished

PENSACOLA- 2br/ 1ba \$550, 1br \$425. 850-206-0367 850-206-1302

Legals

Homes- Unfurnished

FOR RENT
MANDALAY DR. 3BR/2BA \$695
850-484-2684
centregroupproperties.com

PENSACOLA-2522 Hillcrest, 2BR, study/ 1BA. lawn maint incl \$800/mo 850-944-1289

PENSACOLA-By NAS, 3/1, CH&A, appliances, fenced, garage, hardwoods, \$550 & dep pet fee. 850-293-9108

Mobile Home Rentals

BRENT & MG- 2BR/2BA, CH&A, No pets 850-449-6302

Legals

PUBLIC NOTICE
FLORIDA COMMUNITY DEVELOPMENT BOCK GRANT (CDBG) DISASTER RECOVERY DISASTER RECOVERY ENHANCEMENT FUNDS (DREF) APPLICATION SUMMARY ESCAMBIA COUNTY, CITY OF PENSACOLA & TOWN OF CENTURY

This notice summarizes the planned use of CDBG Supplemental Disaster Recovery Enhancement Funds (DREF) funds as jointly proposed by Escambia County, the City of Pensacola and the Town of Century in compliance with the Consolidated Security, Disaster Assistance and Continuing Appropriations Act 2009 as administered by the Florida Department of Community Affairs (DCA). These jurisdictions are eligible to apply for and share a maximum of \$2,363,081 in DREF supplemental Disaster funds. The funds will be used to continue/enhance ongoing projects originally initiated with DCA CDBG Disaster funds provided through Grant Contract 10DB-D4-01-27-01-K08 (2008 Storms) as summarized below:

Repair/Construction of Public Infrastructure/Public Facilities: Continuation Project: DCA Service Area #1 (Public Sanitary Sewer Improvements-Lakewood Subdivision)	\$ 517,131
Preservation/Redevelopment of Affordable Rental Housing: Continuation Project: DCA Service Area #4 (Rental Housing Rehabilitation/Mitigation-Sanchez Court Apartments)	\$ 826,000
Public Facilities (Replacement Centralized Homeless Housing and Services Facility: Continuation Project: DCA Service Area #5 (Replacement Centralized Homeless Housing/Services Facility-350 W. Herman Street)	\$ 964,950
Administration/Implementation/Indirect Costs (2.5% maximum):	\$ 55,000
TOTAL	\$ 2,363,081

Comments regarding the planned use of the CDBG Supplemental Disaster Recovery Enhancement Funds (DREF) funds will be accepted through **July 20, 2011**. Information is also available on the Escambia County Website at: <http://www.co.escambia.fl.us/Bureaus/CommunityServices/Nefi.html>
Comments may be submitted to: Escambia Consortium, P.O 18178, Pensacola, Florida 32523 and/or to Florida Department of Community Affairs, CDBG Section, 2555 Shumard Oak Boulevard, Rm. 260-N, Tallahassee Florida 32399-2100. For further information, contact Randy Wilkerson at 458-0466 or randy_wilkerson@co.escambia.fl.us
Legal No. 1525580 1T June 8, 2011

AMENDMENT #1
INTERLOCAL AGREEMENT
CDBG Disaster Recovery (2008 Storms)

THIS AMENDMENT, is made and entered into this 1st day of September, 2011, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("County") and **EMERALD COAST UTILITIES AUTHORITY**, a local government body, corporate and politic of the State of Florida (hereinafter "**ECUA**") with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514, governs the distribution of grant funding for public infrastructure improvements under provisions of 24 CFR, Part 570, the Federal Community Development Block Grant (hereinafter "**CDBG**") Program Regulations, specifically referred to as Service Area #01 Sanitary Sewer Improvements/ Lakewood (the "Project").

WITNESSETH:

WHEREAS, the County and ECUA have legal authority to perform certain public works within their respective jurisdictions; and

WHEREAS, both jurisdictions are authorized by Florida Statutes, Section 163.01 et. seq. to enter into Interlocal Agreements and other agreements with State agencies and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, on July 8, 2010, the County entered an agreement with ECUA for the purpose of implementing the Project and construction of said Project is currently ongoing; and

WHEREAS, the Project funding initially provided through the CDBG Disaster (2008 Storms) Grant has recently been augmented through the award of Disaster Recovery Enhancement Funds (hereinafter "**DREF**") by the Florida Department of Community Affairs (hereinafter "**DCA**"); and

WHEREAS, the County and ECUA now wish to amend the original Project Interlocal Agreement dated July 8, 2010.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and ECUA hereby agree to amend the Interlocal Agreement dated July 8, 2010, as follows:

1. **SECTION II: Funding** and **SECTION III: Method of Payment, Subsection a** of the Interlocal Agreement dated July 8, 2010, are hereby amended as follows:

SECTION II, Funding of the Agreement is hereby amended to increase the funding provided through the Agreement from **\$3,200,000 to \$3,692,506** to recognize additional DREF funding provided by DCA for the Project, and to make corresponding revisions to

Exhibit I of the Agreement. Subject to available CDBG Disaster Grant and DREF funding and with prior approval by DCA, the County Administrator and Executive Director of ECUA shall have authority to administratively approve adjustments to this maximum funding level by not more than 10% of the total referenced above, without further action of the Escambia County Board of County Commissioners or the ECUA Board. Any such adjustment shall be confirmed in writing and shall be executed by both parties.

SECTION III: Method of Payment, Subsection a of the Agreement is hereby amended to increase the funding provided through the Agreement from **\$3,200,000 to \$3,692,506** to recognize additional DREF funding provided by DCA for the Project, and to make corresponding revisions to **Exhibit I** of the Agreement.

2. **EXHIBIT I** of the July 8, 2010 Agreement, as attached, is hereby amended to reflect the addition of DREF supplemental funding to be provided through the Agreement as referenced in Section 1 above and other conforming revisions.
3. All other provisions of the original Agreement dated July 8, 2010 and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.
4. This Amendment shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

By: _____
Kevin W. White, Chairman

BCC Approved: September 1, 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: _____
Title: _____
Date: 8/8/11

EMERALD COAST UTILITIES AUTHORITY
9255 Sturdevant Street
Pensacola, Florida 32514

WITNESS:

Print Name: _____

By: _____
Name: Stephen Sorrell
Title: Executive Director

Print Name: _____

EXHIBIT I
(REVISED: September 1, 2011)

SERVICE AREA #01:
LAKESWOOD AREA SANITARY SEWER IMPROVEMENTS

(CDBG Disaster Grant and Disaster Recovery Enhancement Funds)

THE FOLLOWING PROJECT DESCRIPTION
IS CUMULATIVELY TAKEN FROM THE ESCAMBIA COUNTY
CDBG DISASTER (2008 STORMS) GRANT AND THE DISASTER
RECOVERY ENHANCEMENT FUNDS GRANT APPLICATION
AS APPROVED BY THE
FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

PROJECT ACTIVITY SUMMARY 2008 Storms CDBG Disaster Recovery	Project Sponsor: Escambia County, Florida SERVICE AREA #01 (CONTINUATION) CDBG Activity: 03J - Installation of Sewer Lines/Components Project: Lakewood Area Sanitary Sewer Construction (Escambia County: Barrancas Community Redevelopment Area)
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a. Project/Activity Purpose:

This is a continuation of the current "K" Contract Project, which targets the installation of sanitary sewer within the Lakewood neighborhood located in the Barrancas Community Redevelopment Area in Escambia County.

Background: Older Warrington area neighborhoods with high water tables rely solely on poorly or non-functioning septic tanks, many of which are undersized, for sanitary waste disposal, a situation with major environmental concerns, but one that was been markedly exacerbated by Hurricane Ivan and impacted again by the heavy rainfall associated with Hurricane Gustav. Surface water accumulations and storm surges impacting Bayou Chico negatively impact the old, substandard septic tanks prevalent in the area. This results in raw sewage entering the properties in the impacted areas and ultimately the estuarine water bodies. The Escambia County Public Health Department and ECUA actively support the necessity for replacement of septic tanks, especially in areas near water bodies, through the construction/expansion of the public sanitary sewer system. This project supports this priority by funding the construction of sanitary sewer in the Lakewood Neighborhood within the Barrancas CRA. Upon completion, this project will further eliminate the impact of residential septic tanks upon Bayou Chico within the Lakewood Neighborhood. Per Florida Law, residents will be required to tie into the public sewer system and properly abandon existing septic tanks (as verified by the Public Health Department) once public sewer is made available through this project. CDBG funds provided hereunder will only be used to finance the public improvements (sewer lines, components and laterals) within County right-of way. *Escambia County and the Public Health Department will separately provide State Housing Initiatives Partnership (SHIP), CRA funds, and other funds to assist low and moderate income families with properly connecting to the system.* Emerald Coast Utilities Authority (ECUA) will manage and operate the system following construction.

CDBG National Objective:

Benefit to Low and Moderate Income Persons

b. Performance Measure(s):

LF of Sewer Line Constructed

Units to be completed (projected):

21,500 LF of sanitary sewer line (w/ lift station) ("K" Contract)
3,300 LF of sanitary sewer line (w/ lift station) (DREF Supplemental)
 TOTAL 24,800 LF

c. Estimated Project Cost:

Design, Engineering, and Project Management
(Engineering costs paid by ECUA)

\$ 190,897.00 (Project Mgt. -- "K" Contract)
 \$ 24,625.00 (Project Mgt. -- DREF Supplemental)

Construction

\$ 3,200,000.00 ("K" Contract)
 \$ 492,506.00 (DREF Supplemental)

Total Estimated Cost for Activity

\$ 3,390,897.00 ("K" Contract)
\$ 517,131.00 (DREF Supplemental)
\$ 3,908,028.00 GRAND TOTAL

d. Project/Activity Beneficiaries:

Census Tract(s)	Block Group(s)	Total # LMI Beneficiaries	Total # Beneficiaries	% LMI
22	2	575	1,104	52.1%

e. Project/Activity Location:

The Service Area for the Lakewood sewer improvements is Census Tract 22/Block Group 2 and eligibility is based on HUD provided Census Low/Mod Benefit Data. The street boundaries are generally: Barrancas Avenue (S); Kincaid Street (W); Dexter and Jamison (N) and Rue Max Avenue (E). A map detailing the Project location is included in **Appendix 1**. **(THIS IS A CONTINUATION PROJECT)**

Project/Activity Located in:

Escambia County (unincorporated)

DCA Approved DREF Project Budget
(Disaster Recovery Enhancement Funds)

Service Area #01:
Sanitary Sewer Improvements (Lakewood)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-992

County Administrator's Report Item #: 12. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/01/2011

Issue: Certificate of Need and Notification of "DBA" Name Change for Progressive Environmental Services, Inc.

From: Patrick T. Johnson

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Application for Certificate of Need and Notification of "DBA" Name Change for Progressive Environmental Services, Inc., - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning an Application for Certificate of Need and Notification of "DBA" name change for Progressive Environmental Services, Inc., formerly operating as Eagle-SWS, and now operating as SWS Environmental Services:

- A. Approve the Application for Certificate of Need permitting Progressive Environmental Services, Inc., to operate in Escambia County d/b/a SWS Environmental Services; and
- B. Authorize the Chairman to sign the Certificate.

[Fund 401, Solid Waste, Account No. 343402]

BACKGROUND:

An Application for Certificate of Need has been submitted to the Solid Waste Management Department by Progressive Environmental Services, Inc., d/b/a SWS Environmental Services, to operate in Escambia County. This company anticipates servicing Escambia County by providing the collection and transportation of solid waste directly from commercial sites to the County's landfill.

Progressive Environmental Services, Inc., formerly operated under the name Eagle-SWS, but has recently changed its DBA to SWS Environmental Services. The Escambia County Code of Ordinances, Chapter 82 *Solid Waste*, stipulates that each entity must hold a valid Certificate of Need and a Solid Waste Management Permit in order to manage solid waste in Escambia County. An executed Certificate of Need is valid indefinitely unless a change in name or ownership occurs.

BUDGETARY IMPACT:

The required Permit Application Fee of \$150.00 has been deposited into Fund 401, Solid Waste, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

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."

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation, original Certificates of Need will be distributed to the Clerk of the Court, the issuing department and the applicant. A Solid Waste Management Permit will then be issued and distributed accordingly. Compliance with insurance requirements for permits was coordinated with the Office of Risk Management.

Attachments

Progressive Environmental Backup
Certificate of Need

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

County Courthouse
Pensacola, Florida 32501

**APPLICATION FOR
CERTIFICATE OF NEED**

TO: **Board of County Commissioners
of Escambia County, Florida**
County Courthouse Annex
223 Palafox Place
Pensacola, Florida 32501

Date: 8/4/2011

(Name of Business) Progressive Environmental Services, Inc. applies for

a Certificate of Need to operate Emergency spill clean-up remediation services, under the
(Type of Service)

Name of SWS Environmental Services

Owned or operated by Progressive Environmental Services, Inc.
(Individual/Corporation/Partnership)

at 1783 West 9 mile Road, Pensacola, Florida 32534
(Location of Operation)

Fiscal Year End 12/31/2011

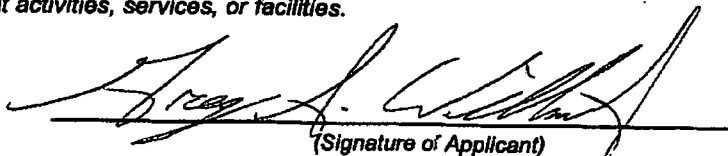
Federal Identification Number 26-3604581

Attached hereto is the following information as provided for in Escambia County Code of Ordinances Chapter 82, Solid Waste:

(ATTACH ALL INFORMATION APPLICABLE)

1. A statement of purpose and need for the activity, service or facility.
2. N/A A statement of funding sources.
3. N/A A statement of financial resources of the applicant.
4. N/A A statement of the cost of operation.
5. Area to be served.
6. A statement of existing facilities or services available in area to be served.
7. _____ Other information requested by the Board.

NOTE: Information described in No. 2, 3, and 4 above shall not be required from persons desiring Certificate of Need to provide "non-residential solid waste" management activities, services, or facilities.


(Signature of Applicant)



August 4, 2011

Marjorie Hunter
Administrative Supervisor
Community & Environment Bureau
Solid Waste Management Division-Escambia County, Florida
13009 Beulah Road
Cantonment, Florida 32533

RE: Progressive Environmental Services, Inc. doing business as (d/b/a) name change from Eagle-SWS to SWS Environmental Services

Dear Ms. Hunter:

Progressive Environmental Services, Inc., a state Delaware registered corporation, hereby makes notification to the Escambia County Board of County Commissioners (BOCC) and the Escambia County Solid Waste Management Division, that we have recently changed our registered "doing business as" (d/b/a) from Eagle-SWS to SWS Environmental Services; which has been recorded by the Secretary of state for the state of Florida.

SWS Environmental Services desires to renew our previously existing "Eagle-SWS" Escambia County Solid Waste Management Permit to reflect our "new" d/b/a company re-branding name.

Our firm has been and currently is permitted in the state of Florida as: Used Oil & Oil Filter Transporters, Universal Waste Transporters, Hazardous Waste Transporters (RCRA & TSCA regulated waste) [FL0000936831]. Additionally, we are Federally permitted under USDOT #448238 & USDOT Pipeline and Hazardous Materials Safety Administration (PHMSA) under registration Number 050911 550 056T.

Enclosed please find excerpts printed from our corporate website www.swsenvironmental.com, which outlines our service areas, existing facilities, and services available.

SWS Environmental Services provides a broad range of environmental services for both private industry and government centered around emergency spill response, disaster response, industrial services, waste management or site remediation which is our statement of purpose and need for the permitted activity within Escambia County, Florida.

If you have any questions or require any additional information please contact me directly at (813) 241-0282 or any time at (727) 638-0049.

Sincerely,

SWS Environmental Services



Greg S. Williams – SWS Corporate Environmental Compliance Manager

enclosures

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

County Courthouse Annex
Pensacola, Florida 32501

CERTIFICATE OF NEED
FOR A

SOLID WASTE MANAGEMENT ACTIVITY
(Type of Operation)

This certifies that SWS Environmental Services

owned or operated by Progressive Environmental Services, Inc.

(Name of Company)

At 1783 W. Nine Mile Road, Pensacola, FL 32534, has submitted

the information as required under Escambia County Code of Ordinances Chapter 82, Solid Waste, and the Board of County Commissioners of Escambia County, Florida, has found such documents to conform with the laws and regulations as provided for in the ordinances. It is further declared that the services to be performed do not violate the requirements of the ordinances.

**Board of County Commissioners of
Escambia County, Florida**

Kevin W. White, Chairman

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

Deputy Clerk

BCC APPROVED: _____

Certificate expires:

Indefinite*, 20__

*Indefinite unless there is a change in name, address, or ownership.

This is not a Permit to Operate This Service



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1301

County Administrator's Report Item #: 12. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/01/2011

Issue: Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste

From: Patrick T. Johnson

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste:

A. Approve the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste; and

B. Authorize the Chairman to sign the Agreement with current commercial solid waste haulers who wish to collect commercial solid waste in the unincorporated areas of Escambia County, including Santa Rosa Island, in accordance with the terms of this Agreement.

[Fund 103, Account 323701 (Franchise Fees – Commercial Garbage)]

BACKGROUND:

On November 19, 2009, the Board of County Commissioners voted in favor of non-renewal of the Non-Exclusive Franchise Agreement for Hauling of Commercial Solid Waste with existing hauling contractors upon expiration of the term of the agreement, December 31, 2010. Non-renewal of the existing agreement allowed for all commercial haulers to continue hauling operations until December 31, 2011. The Solid Waste Management Department agreed to negotiate a new agreement for the Board's approval.

BUDGETARY IMPACT:

Fees generated by the Non-Exclusive Long Term Franchise Agreement are allocated by the Solid Waste Management Department to Fund 103, Account 323701 (Franchise Fees – Commercial Garbage).

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed by Charles Peppler, Deputy County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Non-Exclusive Long Term Franchise Agreement , Section 3, Term of Franchise, requires Board action for continuation or termination.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Solid Waste Managment will publish and notice affected haulers of the Board's actions. This action has been coordinated with the County Attorney's Office.

Attachments

Excerpt Nov 19 2009

Excerpt Aug 04 1992

Non-Exclusive Long Term Franchise Agreement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Robert R. "Bob" McLaughlin, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1-20. Approval of Various Consent Agenda Items

Motion made by Commissioner White, seconded by Commissioner Valentino, and carried 4-0, with Commissioner Robertson absent, approving Consent Agenda Items 1 through 20, as follows:

1805

1. Authorizing the scheduling (*and advertising*) of a Public Hearing, Thursday, December 10, 2009, at 5:33 p.m., for consideration of adopting an Ordinance establishing an Economic Development Ad Valorem Tax Exemption (EDATE) for Genesis Property Holding, LLC, for 100% of their new business, for ten years.
2. Authorizing the scheduling (*and advertising*) of a Public Hearing, Thursday, December 10, 2009, at 5:34 p.m., for consideration of adopting an Ordinance establishing an Economic Development Ad Valorem Tax Exemption (EDATE) for Woodlands Medical Specialists, PA, for 100% of their new business, for ten years.
3. Rescinding the Affirmative Action Policy, Section 1, Part E.1., which was adopted by the Board on October 1, 1979; this Policy was replaced by the Workplace Diversity Plan, which was adopted by the Board on September 9, 2004.
4. Rescinding the Leave Policy for Classified and Unclassified Personnel, Section II, Part C.3, from the Board of County Commissioners' Policy Manual; the Policy was replaced by the September 17, 2009, Administrative Code, the September 17, 2009, Paid Time Off Policy, and by the October 1, 2009, Human Resources Policies and Procedures, Sections 5, 6, 7, and 10.
5. Rescinding the Flexible Benefits/Flexible Spending Accounts Policy, Section II, Part C.13, from the Board of County Commissioners' Policy Manual; this Policy was replaced by the August 17, 2008, County's Flexible Benefits Account Provider's Summary Plan Description.
6. Rescinding the Years of Service Award Policy, Section II, Part C.27, from the Board of County Commissioners' Policy Manual; due to the Budget reduction, reorganization, and the loss of five Human Resources positions, the Years of Service Program was delegated to the Bureaus.

1805

1805

1805

1805

1805

1805

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued

- 7. Rescinding the Record Keeping Policy for Hours Worked and Leave, Section II, Part C.3 (a), from the Board of County Commissioners' Policy Manual; requirements for time-keeping records in this Policy are covered by the current Human Resources Policies and Procedures, Section 17, Salary Administration, and the County's current computerized time-keeping system (i.e., responsibility rests with the Bureaus). 1805

- 8. Rescinding the following Policies from the Board of County Commissioners' Policy Manual because these Policies were replaced by the October 1, 2009, Human Resources Policies and Procedures Manual: 1805
 - A. County Employees Serving On Jury Duty Policy, Section II, Part C.5; and
 - B. Step Pay Plan Policy, Section II, Part C.10.

- 9. Approving to not renew the Non-Exclusive Franchise Agreement for Hauling of Commercial Solid Waste with existing hauling contractors upon expiration of the term of the Agreement, December 31, 2010. 1805

- 10. Approving to amend Policy B-1, 2, Section II, *Procedures for Disposition of County Property*, as provided, to conform to current operational procedures, County organizational policies, and Florida Statute 274. 1805

- 11. Taking the following action concerning appointment/reappointments to the Escambia County Extension Council: 1805
 - A. Appointing the following individual to a two-year term, effective December 1, 2009, through November 30, 2011:

<u>ZONE</u>	<u>NAME AND ADDRESS</u>
7	Debbie Looney, 9491 Cove Avenue, Pensacola, Florida 32534

(Continued on Page 17)

AUTHORITY ON JULY 28, 1992, FOR THE PERIOD AUGUST 1, 1992, THROUGH JULY 31, 1996. P. 5

[Document #: 1992001954 Book/Page: 0150/0413]

THE BOARD APPROVED PAYROLL AND EXPENDITURE RECORDS FOR AUGUST 7, 14, 21, AND 28, 1992. P. 6

[Document #: 1992001955 Book/Page: 0150/0413]

THE BOARD APPROVED THE MISCELLANEOUS ITEMS OF THE CLERK TO THE BOARD. MONIES RECEIVED AND DEPOSITED FOR JULY 22, 23, 24, 27, AND 28, 1992. P.6

[Document #: 1992001956 Book/Page: 0150/0413]

THE BOARD WAIVED THE READING OF THE LEGAL ADVERTISEMENT FOR THE 9:30 A.M. PUBLIC HEARING RELATIVE TO CONSIDERATION OF ADOPTION OF AN ORDINANCE REQUIRING FRANCHISES FOR CERTAIN NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL ACTIVITIES.

THE BOARD ADOPTED AN ORDINANCE RELATING TO ESCAMBIA COUNTY, FLORIDA; REQUIRING FRANCHISES FOR CERTAIN NON-RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL ACTIVITIES; PROVIDING TERMS AND CONDITIONS FOR FRANCHISES; PROVIDING METHOD OF DEFAULT OR TERMINATION; PROVIDING FOR APPEAL TO DEFAULT OR TERMINATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AS AMENDED TO EXCLUDE SEPTIC TANK (LIQUID WASTE) HAULERS.

THE BOARD HEARD COMMENTS FROM MS AGNES NELSON, ENSLEY SEPTIC TANK SERVICE. P. 6

[Document #: 1992001957 Book/Page: 0150/0419]

THE BOARD TOOK THE FOLLOWING ACTION CONCERNING THE PROPOSED FRANCHISES FOR COLLECTION AND DISPOSAL OF SOLID WASTE, EXCLUDING RESIDENTIAL SOLID WASTE COLLECTED BY CERTAIN MUNICIPALITIES, SPECIAL DISTRICTS, AND SPECIFIC FRANCHISE HAULERS, AS AMENDED TO ALSO EXCLUDE SEPTIC TANK/SLUDGE HAULERS:

- A. APPROVED A FRANCHISE AGREEMENT;
- B. APPROVED A FRANCHISE FEE EQUAL TO FIVE (5) PERCENT OF THE APPLICABLE TIPPING FEE LEVIED PER TON FOR WASTE NOT COLLECTED FROM MECHANICAL CONTAINERS IN ACCORDANCE WITH SECTION XXVIII, 6-C, PAGE 13 OF THE AGREEMENT; AND
- C. ESTABLISHED AN EFFECTIVE DATE OF OCTOBER 1, 1992.

THE BOARD HEARD COMMENTS FROM MS AGNES NELSON, ENSLEY SEPTIC TANK SERVICE.

P. 6

[Document #: 1992001958 Book/Page: 0150/0419]

THE BOARD WAIVED THE READING OF THE LEGAL ADVERTISEMENT FOR THE 9:30 A.M. PUBLIC HEARING RELATIVE TO CONSIDERATION OF ADOPTION OF

**NON-EXCLUSIVE LONG TERM FRANCHISE AGREEMENT
FOR THE COLLECTION OF COMMERCIAL SOLID WASTE**

This Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste (Agreement) is made and entered into this _____ day of _____, 20____, between Escambia County (County) and _____ ("Contractor").

WHEREAS, Contractor wishes to collect and transport certain types of solid waste that are generated in Escambia County; and

WHEREAS, County wishes to ensure that Contractor's activities in Escambia County are performed in accordance with all applicable laws and are consistent with the public interest; and

WHEREAS, on August 4, 1992, the Board of County Commissioners (Board) adopted Ordinance No. 92-28, which establishes County's procedures for issuing franchises for the collection and disposal of solid waste; and

WHEREAS, on _____, 20____, the Board approved this Agreement with Contractor, in accordance with the provisions of Ordinance No. 92-28, and subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to comply with and be bound by the following provisions of this Agreement.

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1. **DEFINITIONS**

The words used in this Agreement shall have the meanings set forth in the following definitions. If a definition in this Agreement conflicts with a definition contained in any federal, state or local law, the definition contained herein shall prevail when interpreting the terms of this Agreement. However, nothing contained in this Agreement shall be interpreted to require Contractor or County to undertake any conduct that is contrary to federal, state or local law.

- A. **Agreement** shall mean this written contract between Escambia County and Contractor.
- B. **Biomedical Waste** shall mean any Solid Waste or liquid waste which may present a threat of infection to humans. Biomedical Waste includes those wastes which may cause disease or harbor pathogenic organisms, including but not limited to wastes from human and veterinary clinics and hospitals, such as tissue, blood, discarded bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- C. **Board** shall mean the Board of County Commissioners of Escambia County, Florida.
- D. **Bulky Waste** shall mean any non-vegetative item whose large size or weight precludes or complicates their handling by normal methods. Bulky Waste includes but is not limited to furniture, bicycles, inoperative and discarded refrigerators, ranges, toilets, water softeners, washers, dryers, bath tubs, water heaters, sinks, and other large appliances.
- E. **Collection** shall mean the process whereby Solid Waste is removed from the location where it is generated and then transported to a Designated Facility.
- F. **Commercial Solid Waste** shall mean any Garbage, Bulky Waste, Trash or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste, Trash, and Yard Waste generated by or at: (i) commercial businesses, including stores, offices, restaurants, and warehouses; (ii) governmental and institutional office buildings; (iii) agricultural operations; (iv) industrial and manufacturing facilities; (v) hotels, motels, condominiums,

apartments and other buildings and parcels of property that have six (6) or more Residential Units; and (vi) other sites that do not generate Residential Solid Waste.

- G. **Commercial Solid Waste Collection Service** shall mean the Collection of Commercial Solid Waste within the Service Area.
- H. **Compactor** shall mean any Container which has a compaction mechanism, whether stationary or mobile.
- I. **Construction and Demolition Debris (C&DD)** shall mean discarded materials generally considered to be not water-soluble and nonhazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a project.
- J. **Container** shall mean any roll-on/roll-off box that is used to collect Solid Waste, and any dumpster or other similar Solid Waste receptacle that is designed or intended to be mechanically dumped into a loader-packer type truck.
- K. **Contract** shall mean the written agreement between Contractor and a Customer that describes the terms and conditions under which Contractor shall provide Commercial Solid Waste Collection Service.
- L. **Contractor** shall mean _____ and its successors and assigns.
- M. **Contract Administrator** shall mean County Administrator or their designee.
- N. **County** shall mean Escambia County, a political subdivision of the State of Florida.
- O. **Customer** shall mean a Person that obtains Commercial Solid Waste Collection Service from Contractor.
- P. **Designated Facility** shall mean a facility designated in writing by County for the processing or disposal of the Solid Waste delivered by Contractor in accordance with this Agreement.
- Q. **Effective Date** shall mean the date when this Agreement is signed by a duly authorized County representative.
- R. **Franchise Agreement** shall mean a non-exclusive long term franchise agreement from County for the collection of Commercial Solid Waste in the Service Area. To satisfy this definition, a Franchise Agreement must have a minimum term greater than one year and must require the franchisee to deliver Commercial Solid Waste to the Designated Facility.
- S. **Garbage** shall mean all putrescible waste, including but not limited to kitchen and table food waste, as well as animal, vegetative, and organic waste that is

attendant with or results from the storage, preparation, cooking or handling of food materials. Garbage shall not include any material that is Special Waste.

- T. **Garbage Cart** shall mean any commonly available Solid Waste receptacle, made of light gauge steel, plastic, or other non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s), and having a capacity of at least 64 gallons.
- U. **Hazardous Waste** shall mean any Solid Waste that is regulated by the Florida Department of Environmental Regulation as a hazardous waste pursuant to Chapter 62-730, Florida Administrative Code, or any other material regulated as a hazardous waste pursuant to any applicable local, state or federal law.
- V. **Industrial Solid Waste** shall mean any Solid Waste that is generated by manufacturing or industrial processes and is not a Hazardous Waste. Industrial Solid Waste may include, but is not limited to waste materials resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.
- W. **Person** shall mean any and all persons, natural or artificial, including any individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.
- X. **Recovered Materials** shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.
- Y. **Recyclable Material** shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.
- Z. **Residential Recyclables** shall mean Recyclable Material: (i) originating from residential property occupied by five (5) or fewer Residential Units per parcel of property; or (ii) contained in or mixed with Residential Solid Waste.
- AA. **Residential Solid Waste** shall mean all Solid Waste originating from residential property occupied by five (5) or fewer Residential Units per parcel of land.
- BB. **Residential Unit** shall mean any type of structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.

- CC. Service Area** shall mean all of the unincorporated areas of Escambia County, including those areas located on Santa Rosa Island.
- DD. Solid Waste** shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- EE. Special Waste** shall mean Solid Waste that requires special handling and management, including but not limited to waste tires, used oil, lead acid batteries, C&D, ash residue, yard trash, Biomedical Waste, Industrial Solid Waste, biological waste, automobiles, boats, internal combustion engines, sludge, dead animals, septic tank waste, liquid waste, and Hazardous Waste.
- FF. Term** shall mean the period of time when this Agreement is in effect.
- GG. Trash** shall mean all accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment and utensils. Trash does not include Garbage or Yard Waste.
- HH. Uncontrollable Forces** shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. Uncontrollable Forces include but are not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- II. Yard Waste** shall mean any vegetative matter resulting from yard and landscaping maintenance, including but not limited to grass clippings, palm fronds, tree branches and other similar matter.

2. NON-EXCLUSIVE FRANCHISE FOR COMMERCIAL SOLID WASTE

Subject to the conditions and limitations contained in this Agreement, County hereby grants a non-exclusive franchise to Contractor for the Collection of Commercial Solid Waste in the Service Area. The Contractor shall be solely responsible for the billing and collection of its fees for any Commercial Solid Waste Collection Service that it provides.

This Agreement does not grant any rights that are not expressly identified and conveyed by the specific terms of this Agreement. Among other things, this Agreement does not authorize Contractor to collect or process Residential Solid Waste or Residential Recyclables in the Service Area. This Agreement does not authorize Contractor to collect or process any type of Solid Waste in the incorporated areas of County. This Agreement does not apply to the collection or processing of C&DD.

3. TERM OF FRANCHISE

This Agreement shall begin on January 1, 2012, or the Effective Date, whichever is later, and shall expire on December 31, 2014, unless the Agreement is terminated earlier in accordance with the provisions of this Agreement. With the consent of the Board of Commissioners, this Agreement may be renewed for an additional Term of two (2) years.

Before the end of the Term (i.e., on or before December 31, 2014), the Board shall hold a duly noticed public meeting to determine whether County should consent to an additional two year term. This Agreement shall terminate automatically unless the Board votes to approve an additional two year term, at a duly noticed public meeting held prior to the end of the initial Term.

4. MINIMUM REQUIREMENTS FOR COLLECTION SERVICE

This Agreement establishes the minimum requirements for any Commercial Solid Waste Collection Service provided by Contractor in the Service Area. Any such service shall be consistent and in compliance with the requirements in this Agreement and with all applicable local, state and federal laws.

5. FREQUENCY OF SERVICE AND SIZE OF CONTAINERS

Commercial Solid Waste Collection Services shall be provided by Contractor in a manner which ensures that a public nuisance shall not be created and the public health, safety and welfare are protected.

Subject to the other provisions of this Agreement, the size of the Container and the frequency of Collection provided by Contractor shall be determined by the Customer and Contractor. The Contractor shall assist County in ensuring that the size of the Container and the frequency of the Collection service are sufficient so that Commercial Solid Waste is not placed or stored outside the Container.

Commercial Solid Waste Collection Service shall be provided on a regular basis. At a minimum, service shall be provided at least once per week to: all Customers that operate a restaurant, grocery store, or convenience store; all Customers that sell food or generate food wastes; and all Customers that generate Garbage.

The Contractor shall use mechanical Containers when providing Commercial Solid Waste Collection Service. However, Contractor may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of Solid Waste or the Customer requests the use of Garbage Carts.

Notwithstanding anything else contained in this Agreement, the Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, when the Contract Administrator reasonably determines that such action is necessary to satisfy the requirements of this Agreement or protect the public health, safety or welfare.

6. OWNERSHIP AND MAINTENANCE OF CONTAINERS

The Contractor shall provide Containers or a Garbage Cart to a Customer. At its option, however, the Customer may use its own Compactor. In either case, the owner of the equipment shall be solely responsible for its maintenance.

Each Container or Garbage Cart provided by Contractor must be in good condition and properly maintained. Each Container provided by Contractor shall be labeled with Contractor's name and telephone number in letters and numbers that are plainly visible and at least one (1) inch in size.

The Contractor shall display individual container numbers for all open top and closed containers utilized for the transportation of commercial solid waste. Numbers should be displayed on both sides of the container, in colors which contrast with that of the container, such numbers to be clearly legible and not less than six inches high.

The Contractor shall display individual vehicle numbers for all motor vehicles operating under this Agreement for the transportation of commercial solid waste. Numbers should be displayed on both sides of vehicle, in colors which contrast with that of the vehicle, such numbers to be clearly legible and not less than six inches high.

Any Container or Garbage Cart damaged by Contractor shall be repaired or replaced by Contractor within five (5) business days, at no cost to the Customer. The replacement must be similar to the original in style, material, quality, capacity and must display the lettering and numbers described above.

7. CONTRACTS WITH CUSTOMERS

The Contractor shall not provide Commercial Solid Waste Collection Service to a Person in the Service Area unless Contractor has executed a written Contract for such service. Each Contract shall identify the terms and conditions governing the service to be provided by Contractor. At a minimum, the Contract shall identify: the frequency of Collection; the size and number of Containers, Compactors and Garbage Carts (if any) that will be provided by Contractor; the fees that will be charged by Contractor for its services; and the manner by which fees will be collected. All new Contracts and Contract renewals executed after the Effective Date shall expressly and separately identify the amount of any franchise fee, tipping fee, or other County fee that will be collected from the Customer. The terms and conditions of each Contract shall be consistent and in compliance with the provisions of this Agreement. The term of the Contract shall not extend beyond the Term of this Agreement, unless the Contract expressly identifies the date on which this Agreement will terminate and states that Contractor's right to provide Commercial Solid Waste Collection Service in the Service Area in the future is contingent upon County's renewal of this Agreement.

Notwithstanding anything else contained herein, Contractor does not need to execute new or amended Contracts if the Board changes the amount of County's franchise fee, tipping fee, or other fee.

8. HOURS OF COLLECTION

Subject to the provisions of this Agreement, Commercial Solid Waste Collection Service may be provided at any time. However, collection sites located within 150 yards of a residence shall be

collected only between the hours of 5:00 a.m. and 6:00 p.m., Monday through Saturday. The hours of collection at such sites may be extended due to extraordinary circumstances, provided Contractor receives the prior written consent of the Contract Administrator.

9. MANNER OF COLLECTION

All Containers and Garbage Carts shall be kept in a safe, accessible location agreed upon by Contractor and the Customer. The Contractor shall collect the Solid Waste in the Container or Garbage Cart with as little disturbance as possible and shall leave the Container or Garbage Cart at the same place where it was originally located.

10. CONTRACTOR'S PERSONNEL

The Contractor shall assign a qualified person to supervise and be responsible for Contractor's operations within the Service Area.

At least seven (7) days before commencing work under this Agreement, Contractor shall provide the Contract Administrator with a written list containing the name of Contractor's supervisor, the names of other key personnel, the telephone numbers for the supervisor and other key personnel, and the telephone numbers that are to be used to reach Contractor in the event of an emergency. Contractor shall promptly revise and resubmit this list to the Contract Administrator whenever any of the information in the list is outdated. A current list also shall be submitted to the Contract Administrator on or before January 30th of each year during the Term of this Agreement.

When collecting or transporting Solid Waste in the Service Area, Contractor's employees shall wear a uniform or shirt bearing Contractor's name.

When collecting or transporting Solid Waste in the Service Area, Contractor's drivers shall at all times carry a valid Commercial Drivers License for the type of vehicle that is being driven.

All of Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them. Contractor shall provide routine training in operating and safety procedures for all of Contractor's employees that are directly involved with the Collection or processing of Solid Waste in the Service Area.

Contractor's employees shall treat the public, County's staff, and all Customers in a polite and courteous manner.

11. COLLECTION EQUIPMENT

All motor vehicles, Containers, and other Solid Waste collection equipment used by Contractor shall meet industry standards and shall be maintained in a good, clean, and safe operating condition at all times.

At all times Contractor shall have equipment available to ensure that Contractor can adequately and efficiently perform the duties specified in this Agreement. Contractor shall have available reserve equipment which can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment being replaced.

The Contractor's name shall be prominently displayed on all of the Solid Waste collection vehicles and containers owned by Contractor in the Service Area.

12. CONTRACTOR'S LOCAL OFFICE

Contractor shall maintain an office in Escambia County with at least two local telephone numbers or, in the alternative, Contractor shall maintain at least two toll free telephone numbers that can be called from Escambia County. In either case, Contractor's telephone lines shall be manned at least during normal business hours, 8:00 a.m. to 5:00 p.m. (Central Standard Time), Monday through Friday, except holidays. The Contractor shall use an answering service, answering machine or email to receive customer requests, questions, and complaints during all times when the telephones are not manned by Contractor's employees. Should Contractor use email to receive customer requests, questions and complaints, Contractor shall utilize software which notifies customers of the receipt of any email.

13. COMPLAINTS

The Contractor shall respond to all requests, questions, and complaints from Customers or County within twenty-four (24) hours or the next working day, whichever is later.

The Contractor shall provide, at the Contract Administrator's request, a full written description of any complaint, and the disposition of any complaint, involving a claim of personal injury or damages to any private or public property as a result of Contractor's actions in the incorporated or unincorporated areas of Escambia County.

14. NOTICES TO CUSTOMERS

On or before January 15th of each year during the Term of this Agreement, or within 15 days of approval of this agreement by the Board, Contractor shall provide each Customer with a notice that contains the following language:

REGULATION BY ESCAMBIA COUNTY

Escambia County regulates those companies (Contractors) that collect and dispose of commercial solid waste in the unincorporated County. The terms and conditions of your commercial solid waste collection contract with a Contractor are subject to County's regulations. If you have any questions regarding the terms and conditions of your contract, you may call County's Contract Administrator Patrick T. Johnson, at (850) 937.2160 or submit an email to him at _____.

RATES FOR SERVICES

At least once each month, we, the Contractor, must provide you with a written billing statement that identifies all of the rates and fees that you must pay for the solid waste services you receive. The bill must identify any fees that Contractor is charging for special services. The bill also must identify any charges that are based on County's solid waste tipping fee or franchise fee.

If County reduced the franchise fee paid by Contractor, and the reduction occurred after Contractor distributed its last notice to its Customers pursuant to this section of this Agreement, then Contractor shall include the following language in the next notice that Contractor provides to its Customers:

REDUCTIONS IN SOLID WASTE FEES

Escambia County reduced the amount of County's solid waste franchise fee from \$ ____ [insert old rate] per cubic yard per collection to \$ _____ [insert new rate], effective _____ [insert date]. We, the Contractor must reduce your bill by an equal amount. Please call County's Contract Administrator if you have any questions about the amount of the fees that you must pay to us, the Contractor.

On or before January 30th of each year during the Term of this Agreement, or within 30 days of approval of the agreement by the Board, Contractor shall provide the Contract Administrator with: (a) a copy of the notice that was provided to Contractor's Customers; and (b) a written confirmation that timely notice was provided to all of Contractor's Customers, in the manner required by this Agreement.

15. YARD WASTE

Yard Waste shall be collected separately from Commercial Solid Waste. All grass clippings, leaves, pine needles and other loose vegetative materials shall be bagged or containerized. Yard Waste must not be greater than six (6) feet in length, with the exception of palm fronds and Christmas trees, and must not weigh more than 50 pounds per piece.

16. SPILLAGE

Contractor shall not litter or spill Solid Waste in the Service Area. The Contractor shall enclose or cover all Solid Waste that Contractor hauls within the Service Area to ensure that leaking, spilling and blowing of Solid Waste from Contractor's vehicles is prevented. If Contractor's activities cause spillage, leakage, or litter, Contractor shall immediately pick up and process or dispose of the Solid Waste.

17. USE OF DESIGNATED SOLID WASTE MANAGEMENT FACILITIES

If Contractor collects or receives any Commercial Solid Waste that has been generated or produced in the unincorporated areas of Escambia County, including Santa Rosa Island, then Contractor shall deliver that Commercial Solid Waste to the Designated Facility except as otherwise provided in Section 27 of this Agreement. For the purposes of this Agreement, the Designated Facility is County's Perdido Landfill or Palafox Transfer Station.

18. FRANCHISE FEES

Contractor shall pay a franchise fee to County, subject to the provisions of this Agreement. The franchise fee shall be (a) \$0.83 per cubic yard of capacity in a Container or Garbage Cart and (b) \$1.65 per cubic yard of capacity in a Compactor.

Contractor shall not be required to pay a franchise fee (i.e., a per cubic yard rate) that is higher than the rate charged by County to any other Person providing Commercial Solid Waste

Collection Service in the Service Area.

The franchise fee shall be paid for each Container, Garbage Cart and Compactor that is used to collect Commercial Solid Waste in the Service Area. The total amount to be paid by Contractor shall be based on the total number of times that Commercial Solid Waste is collected from each Compactor, Garbage Cart and Container during the relevant billing period. For each Container, Garbage Cart and Compactor, Contractor shall use the following formula to calculate the total amount that must be paid to County:

$$CC \times FF \times NC = \text{Amount Due to County}$$

In this formula, "CC" is the capacity of the Container, Garbage Cart or Compactor, "FF" is the franchise fee applicable to a cubic yard of Sold Waste collected in the Container, Garbage Cart or Compactor, and "NC" is the number of times that Contractor collected Commercial Solid Waste from the Container, Garbage Cart or Compactor during the relevant billing period.

Subject to the provisions of Section 20 of this Agreement, Contractor shall not be obligated to pay County a franchise fee for the Collection of Commercial Solid Waste from a Customer if Contractor does not receive payment from the Customer for that service.

19. CHANGES IN THE AMOUNT OF FRANCHISE FEES

County may decrease the amount of the franchise fee as often as County chooses, but County shall not increase the franchise fee more than twice per year.

If County decreases the amount of the franchise fee, Contractor shall reduce its charges to its Customers by an equal or greater amount. The reduction in the franchise fee shall be shown in all billing statements that Contractor issues to its Customers after the effective date of the change in the franchise fee, or ninety (90) days after the Board votes to reduce the franchise fee, whichever is later.

If County increases the amount of the franchise fee, Contractor may increase its charges to its Customers by an equal or lesser amount. The increase in the franchise fee shall not be charged to Contractor's Customers, and Contractor shall not be required to pay County for the increase in the franchise fee, until the increase in the franchise fee becomes effective or until ninety (90) days after the Board votes to increase the franchise fee, whichever is later.

20. PAYMENT OF FRANCHISE FEES AND STATEMENT OF COMPLIANCE

The Contractor shall pay the franchise fees to County on a monthly basis. Each monthly payment shall be based on the Commercial Solid Waste Collection Service provided by Contractor during the preceding month. The monthly payments shall be delivered to the Contract Administrator no later than 20 days after the end of the month when Contractor's service was provided. If Contractor or Contract Administrator subsequently discovers an error in any payment submitted to the Contract Administrator, Contractor shall submit a revised report and shall pay the additional franchise fee, if any, within thirty (30) days after the error is discovered.

The following documentation shall accompany all payments in order to correctly calculate the amount of the franchise fee that is due and owing to County:

- The number of Containers, Garbage Carts and Compactors used by Contractor's Customers
- The capacity of each Container, Garbage Cart and Compactor
- The number of times the Solid Waste in each Container, Garbage Cart and Compactor was collected
- The dates and amounts of any deliveries of Commercial Solid Waste to another Person pursuant to Section 27.C of this Agreement.
- A signed Statement of Compliance from Contractor, acknowledging the following:

I, the undersigned, confirm that _____
 (Company Name)

is operating in compliance with the requirements of this Agreement. The information supplied herein for the reporting of Franchise tonnage and fees is accurate, true and complete, and the funds submitted are to pay the sum due under this Agreement for the preceding calendar month.

 Reporting Month and Year:

 Company Name:

 Authorized Signature:

 Telephone No.:

 Printed Name:

 Title:

 Date:

21. AUDITED FINANCIAL REPORT AND RIGHT OF INSPECTION AND AUDIT

The Contract Administrator may require Contractor to provide an audited financial report to demonstrate that Contractor has fully paid: (a) the franchise fee for the preceding year; and (b) the amount, if any, owing pursuant to Section 27 of this Agreement for the preceding year. The financial report also shall state whether, and the extent to which, Contractor has received payment during the preceding year from Customers that previously were used to justify a credit for Contractor pursuant to Section 20.

In the event an audited financial report is required, the audited financial report shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles. The financial report shall be delivered to the Contract Administrator no later than May 30th, unless the Contract Administrator gives prior written approval for a different deadline.

The Contract Administrator and County's auditors shall have the right to inspect Contractor's books and records related to Contractor's performance under this Agreement. The inspections shall be allowed at any time during normal business hours, but County shall provide at least two (2) days advance written notice before County commences an inspection of Contractor's books and records. Among other things, County's auditors shall be allowed to review Contractor's Contracts with its Customers, and shall be allowed to communicate directly with Contractor's

Customers, for the purpose of determining whether Contractor is in compliance with this Agreement. However, County's auditors shall not reveal any trade secrets or proprietary information obtained during their review of Contractor's books and records.

22. TIPPING FEES

Subject to the provisions of this Agreement, Contractor shall pay a tipping fee to County for each ton of Solid Waste that is delivered by Contractor to the Designated Facility.

The tipping fee at the Perdido Landfill is \$40.65 per ton of solid waste. The tipping fee at the Palafox Transfer Station is \$48.65 per ton of solid waste. Tipping fees shall be established by the Board by resolution and are incorporated by reference herein. Tipping fees may increase or decrease pursuant to resolution adopted by the Board.

During the Term of this Agreement, the tipping fee paid by Contractor for the disposal of Commercial Solid Waste at the Designated Facility shall not be greater than the tipping fee paid by any other Person delivering the same type of Solid Waste to the Designated Facility.

23. CHANGES IN THE AMOUNT OF TIPPING FEE

County may reduce the amount of the tipping fee at the Designated Facility at any time, but County shall not increase the amount of the tipping fee more than twice per year.

If County increases the amount of the tipping fee, Contractor shall not be required to pay the increased tipping fee until the increase in the tipping fee becomes effective, or until ninety (90) days after the Board votes to increase the tipping fee, whichever is later.

24. CALCULATION OF TONNAGE

For the purposes of this Agreement, County and Contractor agree to use the following assumptions when calculating tonnages: (a) one cubic yard of uncompacted Commercial Solid Waste weighs 80 pounds; and (b) one cubic yard of compacted Commercial Solid Waste weighs 480 pounds.

25. FAILURE TO DELIVER COMMERCIAL SOLID WASTE TO DESIGNATED FACILITY

In any year during the Term of this Agreement, if Contractor collects or receives Commercial Solid Waste that has been generated or produced in the Service Area, but Contractor fails to deliver all of that Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, then Contractor shall: (a) pay County for the shortfall in tonnage; or (b) deliver an equivalent amount of Commercial Solid Waste to the Designated Facility; or (c) demonstrate that the shortfall in tonnage is the responsibility of another Person, as described in Section 27.C., below.

- A. The following formula shall be used to calculate the amount that must be paid to County:

$$(TT - AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of Commercial Solid Waste that should have been delivered to the Designated Facility during the year, (AD) is the amount of Commercial Solid Waste that Contractor delivered to the

Designated Facility during the year, (TF) is the average tipping fee that County charged during the year for the disposal of Commercial Solid Waste at the Designated Facility, and (AO) is the amount owing from Contractor to County. The average tipping fee (TF) for the year shall be determined by: (a) identifying the tipping fee for Commercial Solid Waste that was in effect at the Designated Facility on the first day of each month during the preceding calendar year; (b) adding these 12 monthly values; and (c) dividing by 12.

- B. If Contractor elects to deliver an equivalent amount of Commercial Solid Waste, the Commercial Solid Waste shall be collected from the incorporated or unincorporated areas of County. Contractor shall not deliver Solid Waste that has been generated outside of Escambia County to fulfill Contractor's obligations under this Agreement, unless Contractor receives the prior, express written approval of County Administrator.
- C. The Contractor shall not be required to pay for any shortfall in tonnage that results solely because Contractor delivered the Commercial Solid Waste collected within the Service Area to another Person, provided that: (i) such Person has a valid franchise agreement or other valid contract with County at the time when the Commercial Solid Waste is delivered by Contractor and the franchise agreement or contract requires the Person to deliver Contractor's Commercial Solid Waste to the Perdido Landfill; or (ii) County gives its advance written approval to Contractor for the delivery of the Commercial Solid Waste to such Person. If Contractor delivers Commercial Solid Waste to another Person pursuant to subparagraphs (i) or (ii), above, Contractor shall (upon request) provide County with verifiable records identifying the dates and amounts whenever Commercial Solid Waste collected within the Service Area was delivered from Contractor to the other Person.
- D. County may unilaterally revoke the provisions of Section 27.C. of this Agreement if for any reason County is unable to compel the other Person to either deliver an equivalent amount of Commercial Solid Waste to the Designated Facility or pay County in compliance with the requirements of Section 27. Any revocation of Section 27.C. shall not become effective until appropriate notice of the revocation is delivered in writing to Contractor.

26. PERMITS AND LICENSES

At its expense, Contractor shall obtain all permits, licenses and approvals required by law for Contractor's activities under this Agreement. The Contractor shall maintain these permits, licenses and approvals in full force and effect at all times during the Term of this Agreement.

27. INSURANCE

The Contractor shall purchase at its cost and maintain at all times the insurance coverage described in paragraphs A, B and C, below. The Board and County shall by endorsement be additional named insureds under these policies. All liability insurance shall be on the "occurrence form." The insurance coverages and limits required under this Agreement must be evidenced by properly executed certificates of insurance submitted to County at least seven (7) days before Contractor commences work under this Agreement. Current certificates of insurance evidencing the required coverage must be on file with County at all times.

Updated certificates of insurance must be provided to County on or before the expiration date of each year during the Term of this Agreement. All insurance carriers shall be "A" rated and shall have a financial rating size of "IX" or better, according to the A. M. Best Key Rating Guide. The certificates of insurance must expressly state that County is entitled to receive at least forty-five (45) days advance notice before any cancellation or reduction in insurance coverage takes effect. Umbrella and/or excess liability coverage may be purchased to make up the difference between the primary limit and the required limit. Contractor also may use self-insurance to satisfy part or all of the requirements of this section, if Contractor maintains a qualified self-insurance plan that satisfies the requirements of applicable law.

County's receipt of certificates or other documentation of insurance from Contractor which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements of this Agreement. The Contractor agrees that its obligation to indemnify County pursuant to this Agreement shall not be limited by the type or amount of insurance provided by Contractor pursuant to this Agreement.

- A. Workers' compensation and employer's liability insurance shall be maintained by Contractor in compliance with the laws of the State of Florida at all times during the Term of this Agreement. The employer's liability insurance shall provide coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000) for each person-accident, and Five Hundred Thousand Dollars (\$500,000) for each person-disease, and Five Hundred Thousand Dollars (\$500,000) aggregate.
- B. At all times during the Term of this Agreement, Contractor shall maintain a commercial general liability insurance policy with minimum combined single limits of coverage in the amount of Five Million Dollars (\$5,000,000), including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability, independent contractors, premises/operations, products and completed operations, and fire liability. The coverage for contractual liability must specify that it applies to the indemnification and hold harmless provisions of this Agreement.
- C. Automobile liability insurance shall be maintained by Contractor at all times during the Term of this Agreement with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury, property damage, personal injury and death, for all hired, owned, and non-owned vehicles used by Contractor in the incorporated or unincorporated areas of Escambia County.

The insurance requirements under this Agreement may be revised by County once every five years, provided that County applies the revised requirements to any other Person that has a non-exclusive franchise from County for the Collection of Commercial Solid Waste. Contractor shall be given at least six (6) months to comply with any revised insurance requirements.

28. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold County harmless from any and all liabilities, losses, penalties, costs or damages County may suffer as a result of any claims, suits, demands, or judgments against County arising out of or in any way related to the acts or omissions of Contractor under this Agreement. Contractor shall not be required to indemnify or

hold County harmless for any act or omission caused solely by the negligent or willful misconduct of County.

29. CONTRACTOR'S RECORDS

The Contractor shall keep and maintain its records concerning the Commercial Solid Waste Collection Service that Contractor provided during the term of this Agreement. The records shall include all of Contractor's Contracts with its Customers.

The records shall be kept in Contractor's office in Escambia County or, if Contractor does not have an office in Escambia County, Contractor shall deliver the records to the Contract Administrator within 10 business days after receiving a written request from the Contract Administrator for such records. The records shall be kept intact and available for inspection during the term of this Agreement and for two years after the termination of this Agreement.

30. POINT OF CONTACT

All discussions, notices, and payments between Contractor and County concerning this Agreement shall be directed by Contractor to the Contract Administrator, as designated in Section 31, except as otherwise provided herein.

31. NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows:

To County:

**Escambia County Solid Waste Management
Attention: Contract Administrator
13009 Beulah Road
Cantonment, FL 32533-8831**

**Copy to: County Attorney
221 Palafox Place
Pensacola, FL 32502**

As to Contractor:

(address)

Notices shall be effective when received at the addresses specified above. Changes in these addresses may be made from time to time by written notice.

32. ANNUAL CERTIFICATION OF COMPLIANCE

The Contractor shall prepare, maintain and keep current all of the documents and reports required by this Agreement. On or before January 30th of each year during the Term of this

Agreement, Contractor shall certify to County that: (a) all required documents are current and on file, including but not limited to certificates of insurance, drivers licenses, and lists of key personnel and equipment; (b) all franchise fees, tipping fees, and payments pursuant to Sections 18, 22 and 25 of this Agreement have been calculated correctly and paid in full for the prior year; and (c) all notices have been provided in compliance with the requirements in Section 14 of this Agreement.

33. UNCONTROLLABLE CIRCUMSTANCES

Neither County nor Contractor shall be in default of this Agreement if delays in or failure of performance are due to Uncontrollable Forces, the effect of which the non-performing party could not avoid by the exercise of reasonable diligence. Neither party shall, however, be excused from performance if nonperformance is due to forces or events that are preventable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

34. ADMINISTRATIVE CHARGES

Subject to the provisions of this Agreement, County Administrator may collect administrative charges from Contractor.

- A. The administrative charge shall be \$500 per incident for each of the following events:
1. Failure to maintain minimum office hours, as required in Section 12 of this Agreement;
 2. Failure to provide properly licensed and qualified equipment operators, as required in Section 10 of this Agreement;
 3. Failure to provide documents and reports to County in the manner required in Sections 21 and 32 of this Agreement;
 4. Failure to replace a damaged Container or Garbage Cart within five business days after receiving a written request to do so, as required by Section 6 of this Agreement;
 5. Failure to pick up or clean up Contractor's spillage of Solid Waste immediately, as required in Section 16 of this Agreement;
 6. Failure to cover Solid Waste that is being transported in a collection vehicle, as required in Section 16 of this Agreement;
 7. Failure to display Contractor's name on Contractor's vehicles, as required in Section 11 of this Agreement, or failure to display Contractor's name and phone number, individual number in the size specified on Containers, or failure to display individual vehicle numbers in the size specified as required in Section 6 of this Agreement;

8. Failure to respond to Customer calls or complaints in a timely manner, as required in Section 13 of this Agreement.
- B. The administrative charge shall be \$1,000 for each of the following events:
1. Failure to provide timely public notices pursuant to Section 14 of this Agreement;
 2. Failure to adjust a Customer's bill in the manner required by Section 19 of this Agreement.

The administrative charge for subparagraph A., above, is intended to apply only one time to each failure to give notice, even if the failure to give notice involved more than one Customer.

County Administrator shall notify Contractor in writing of any administrative charge that will be assessed against Contractor and the basis for each assessment. If Contractor wishes to contest any administrative charge, Contractor shall have fifteen (15) calendar days after the receipt of County's notice in which to meet with County Administrator and discuss the proposed administrative charge. If Contractor and County Administrator are unable to agree about the proposed administrative charge, Contractor shall submit a written request for a hearing before the Board. Contractor's request shall be delivered to County Administrator within 21 calendar days after Contractor's receipt of County's notice regarding the proposed administrative charge.

If a hearing is requested, County Administrator shall provide Contractor with at least 14 days advance notice of the time, date, and place of the hearing before the Board. At the hearing, the Board shall fully and fairly consider Contractor's objections and defense to the proposed administrative charge. After hearing the information presented by Contractor and County Administrator, the Board shall decide whether, and the extent to which, an administrative charge should be collected from Contractor. The Board's action shall be based on the decision of a majority of those that are in attendance and able to vote, without a conflict of interest.

Unless the proposed administrative charge is dismissed by County Administrator or the Board, Contractor shall pay the administrative charge within thirty (30) days after receipt of the notice from County Administrator or, if the case is heard by the Board, within thirty (30) days after the Board's decision.

35. DEFAULT BY CONTRACTOR

The Board may terminate this Agreement by giving Contractor thirty (30) days advance written notice upon the occurrence of any one of the following events:

- A. Contractor admits in writing that it is bankrupt, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement for its reorganization or the re-adjustment of its indebtedness under the Federal bankruptcy laws or under any other law, or consents to the appointment of a receiver, trustee or liquidator for all or substantially all of its property; or
- B. Contractor is adjudged bankrupt, or an order is issued approving a petition filed by any one of the creditors or stockholders of Contractor for the reorganization or readjustment of its indebtedness; or

- C. By or pursuant to any legislative act or order of any court, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of Contractor; or
- D. Contractor defaults, by failing or refusing to perform or comply with the material terms, conditions or covenants in this Agreement, provided the default is not cured within thirty (30) days of receipt of written notice from County Administrator to do so.

If Contractor fails to deliver all of its Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, and fails to pay the amounts owing to County in the manner required in Section 25 of this Agreement, County may terminate this Agreement and collect damages from Contractor. For the purposes of this paragraph, County's damages shall include but not be limited to the revenues (e.g., tipping fees and franchise fees) that County would have received from Contractor during the remainder of the Term of this Agreement if Contractor had not defaulted. At a minimum, County's lost revenues for each year remaining under this Agreement shall be deemed to be at least as great as the revenues collected during the year prior to the termination of this Agreement.

If Contractor has frequently, regularly or repetitively defaulted in the performance of any of the material conditions or requirements contained in this Agreement, the Board may in its sole discretion deem Contractor to be a habitual violator, regardless of whether Contractor has corrected each individual condition of default. Under such circumstances, Contractor shall forfeit its right to any grace period to correct or cure future defaults. All of Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. County shall issue a written notice to Contractor that Contractor has been deemed a habitual violator and any single default by Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, County may terminate this Agreement by giving a written notice to Contractor.

In the event of any termination pursuant to the provisions in this section, the termination shall be effective upon the date specified in County's written notice to Contractor. Upon said date, this Agreement shall be deemed immediately terminated and all liability of County under this Agreement to Contractor shall cease. This section creates a supplemental and additional means of terminating this Agreement and shall not be deemed to be in lieu of any other remedy available at law or in equity.

If Contractor fails to comply with the requirements of this Agreement concerning the payment of any franchise fee, tipping fee, administrative charge, or other sum that is due and owing to County, Contractor shall be in default of this Agreement and County may pursue any and all of its remedies against Contractor. In any such case, County shall be entitled to recover: (a) the full amount that is due and owing; (b) interest, which shall accrue at the legal rate established pursuant to Section 55.03, Florida Statutes, beginning from the earliest date allowed by law; (c) all court costs; and (d) all collection costs, including but not limited to the cost of any audits, reports, or investigations, whether conducted by County staff or another Person.

36. DEFAULT BY COUNTY

- A. County shall be in default if County: (a) grants an exclusive franchise for the Collection of Commercial Solid Waste within the Service Area during the Term of

this Agreement; or (b) terminates this Agreement without cause. If County defaults in this fashion and fails to cure the default within 30 days after receiving written notice of the default from Contractor, Contractor may terminate this Agreement and recover its damages. For the purposes of this paragraph, Contractor's damages shall include, but not be limited to, the profits that Contractor would have earned during the remainder of the Term of this Agreement if County had not defaulted.

- B. County will be in default, and Contractor may terminate this Agreement after providing notice and 30 days to cure, if County: (a) closes the portion of the Perdido Landfill that is used for the disposal of Garbage (i.e., the area designated by the Florida Department of Environmental Protection as a Class I landfill); (b) allows any Person (other than County) to own or operate the portion of the Perdido Landfill used for the disposal of Garbage; or (c) requires Contractor to use a new Designated Facility (i.e., other than the Perdido Landfill), without obtaining the prior written approval of Contractor. In these circumstances, if Contractor does not terminate this Agreement, Contractor may continue to collect Commercial Solid Waste in the Service Area, subject to the terms and conditions set forth in this Agreement, but Contractor shall not be obligated to deliver the Commercial Solid Waste that it collects to the Designated Facility. If Contractor does not deliver its Solid Waste to the Designated Facility, Contractor shall not be obligated to pay a tipping fee to County for such waste. With regard to the acts of default described in this paragraph, County shall not be liable to Contractor for damages or any other relief, except as provided in this paragraph.
- C. If County charges any Person a tipping fee at the Designated Facility, or a franchise fee for the Collection of Commercial Solid Waste in the Service Area, that is lower than the comparable fee that County charges Contractor under this Agreement, this Agreement shall be amended automatically (without the need for further action by the Board) to authorize Contractor to pay the lower tipping fee or franchise fee. Thereafter, the tipping fees and franchise fees paid by Contractor may be increased only if the increased fees paid by Contractor are no greater than the fees paid by any other Person.

37. REMEDIES

Except with regard to the remedies provided in Section 36.B. of this Agreement, all of the remedies provided in this Agreement shall be deemed cumulative and supplemental to all other remedies available under this Agreement, at law, or in equity. The selection of any remedy under this Agreement shall not be construed or interpreted to be a waiver of any other right or remedy available under this Agreement or at law or in equity.

If it becomes necessary for County or Contractor to file a lawsuit against the other for the purposes of enforcing or interpreting any provision of this Agreement, the prevailing party in such lawsuit shall be entitled to recover their court costs and reasonable attorneys fees.

38. SURVIVABILITY

Any term, condition, covenant or obligation in this Agreement which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

39. WAIVER OF PERFORMANCE

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of County or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of County or Contractor thereafter to enforce same. Nor shall waiver by County or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any subsequent breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement. Any waiver by County must be approved in advance and signed by County Administrator.

40. TITLE TO WASTE

Except as provided in this Section 40, County shall own and hold title to all Commercial Solid Waste and Recyclable Material collected by Contractor in the Service Area pursuant to this Agreement. Contractor shall have no right to take, keep, process, alter, remove or dispose of any such material without the prior written authorization of the Contract Administrator.

The provisions of the preceding paragraph shall not apply to any Commercial Solid Waste: (a) for which Contractor has made complete and timely payments to County in compliance with the requirements of Section 25 of this Agreement; or (b) collected by Contractor after a default by County under Section 36.B.

The Contractor may take, keep, process, alter, and sell Recyclable Material that is collected by Contractor in the Service Area in accordance with the provisions of this Agreement, but only if the Recyclable Material is recycled, and the amount of such Recyclable Material is reported to Contractor Administrator on an annual basis. The preceding sentence does not apply to any material destined for any use that constitutes disposal. Any materials that are not recycled, including any materials that remain after Recyclable Materials are removed from a mixed load of Commercial Solid Waste, are Commercial Solid Waste and shall be delivered to the Designated Facility.

41. ASSIGNMENT OR TRANSFER

No assignment, transfer, sale, or acquisition (collectively referred to in this section as an "assignment") of this Agreement or any right, responsibility or liability occurring under this Agreement shall be made by Contractor without the prior, express written consent of County. Any assignment of this Agreement by Contractor without the express prior written consent of County shall be null and void. Contractor shall retain all liabilities and responsibilities under this Agreement unless an assignment is approved by County Administrator.

County Administrator shall approve an assignment of this Agreement if the assignee: (a) demonstrates that it has the experience, personnel, equipment and financial resources to comply with the requirements of this Agreement and any applicable local, state or federal law; and (b) submits a written stipulation to County confirming that the assignee will comply with the requirements of this Agreement and any applicable local, state and federal law.

The provisions of this Section 41 shall not apply, and County's approval shall not be required, if a Person acquires a majority of the stock in Contractor, provided that Contractor continues to

comply with all of the provisions of this Agreement and any other applicable local, state or federal law.

No assignment of this Agreement shall be made by County without the prior, express written consent of Contractor.

42. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action to interpret or enforce the Agreement shall be brought and maintained in Escambia County, Florida.

43. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

44. INDEPENDENT CONTRACTOR

When performing any activities required by or related to this Agreement, Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of County. Neither Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of County. Contractor shall have no authority to bind County to any agreement or contract.

The Contractor shall be responsible and liable for the acts and omissions of its officers, officials, employees, and agents, including but not limited to subcontractors.

45. PERSONAL LIABILITY

Nothing in this Agreement shall be construed as creating any personal liability on the part of any official, officer, employee, agent or representative of County or Contractor.

46. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to mean that County waives its common law sovereign immunity under Section 768.28, Florida Statutes, or any other limitation on County's liability.

47. INTERPRETATION OF AGREEMENT

County and Contractor acknowledge that they both had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions

contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

48. THIRD-PARTY BENEFICIARIES

No provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

49. WAIVER OF CLAIMS

By entering into this Agreement, Contractor waives any and all existing claims and causes of action that it may have against County that are based on, related to, or arising out of County's use of a non-exclusive franchise system, or a Designated Facility, or this Agreement, in the manner provided herein. This waiver includes, but is not limited to, any claims or causes of action under state or federal law, or the United States Constitution, including claims that are based on, related to, or arising out of any allegation that this Agreement constitutes or implements an unlawful form of Solid Waste "flow control." Contractor further agrees that it will not assert any such claims against County during the Term of this Agreement. However, Contractor does not waive its right to pursue claims based on a default or material breach of this Agreement by County.

50. EQUAL PROTECTION FOR CONTRACTOR

- A. During the Term of this Agreement, Contractor shall be entitled to collect Commercial Solid Waste in the Service Area, subject to the same terms and conditions as any other Person that enters into a Franchise Agreement with County. During the Term of the Agreement, if County enters into a Franchise Agreement that provides rights or remedies to another Person (i.e., other than Contractor) that are different than the ones provided in this Agreement, or if County amends or modifies a Franchise Agreement to provide different rights or remedies to another Person, or if County otherwise allows another Person to collect Commercial Solid Waste in the Service Area pursuant to a Franchise Agreement with terms and conditions that are different than the ones contained in this Agreement, then County shall amend this Agreement, if requested to do so by Contractor, to make the terms and conditions of this Agreement consistent with the other Person's Franchise Agreement. In any such case, Contractor shall be entitled to enjoy the same benefits as the other Person, provided Contractor accepts and complies with the same obligations and responsibilities as the other Person.
- B. County shall enforce the terms and conditions of this Agreement in a manner that is consistent with County's enforcement of any other Franchise Agreement. If County wrongfully fails or refuses to enforce the terms of a Franchise Agreement held by another Person (i.e., other than Contractor) for forty-five (45) days after Contractor has delivered written notice to County, then Contractor shall be entitled to operate in the same manner as the other Person, until such time as County enforces its Franchise Agreement against the other Person.

51. MERGER CLAUSE

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters. Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

ATTEST: Ernie Lee Magha
Clerk of the Circuit Court

BY: _____
Kevin W. White, Chairman

Deputy Clerk (S E A L)

This document approved as to form
and legal sufficiency.

By: Charles V. Repple

Title: Deputy City Atty

Date: 8-25-11

Executed in the Presence of:

CONTRACTOR

Witness as to

BY: _____
As the Duly Authorized Representative of
Contractor

Witness as to

(Print or Type Name)

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, personally appeared before me,
_____ whose identity was proven to me on the basis of satisfactory
evidence to be the person whose name is subscribed to this instrument, and acknowledged that
he/she executed instrument.

Witness my hand and official seal.

Notary Public Signature

(Notary Seal)

Commission Expires



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1277

County Administrator's Report Item #: 12. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/01/2011

Issue: Federal ARRA Project (Stimulus) Bituminous Materials (Asphalt) Adjustment

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization of Payment to Panhandle Grading and Paving, Inc., for Adjustments for Bituminous Materials (Asphalt) for the Federal American Recovery and Reinvestment Act of 2009 (ARRA) Stimulus Projects - Joy D. Blackmon, P.E., Director, Public Works Department

That the Board take the following action concerning payment adjustments for bituminous materials (asphalt) for the Federal ARRA Stimulus Projects:

A. Authorize payment to Panhandle Grading and Paving, Inc., in the amount of \$201,333.44, for payment adjustments for bituminous materials (asphalt) for the following Federal ARRA Stimulus Projects:

1. ARRA 533 "W" Street Resurfacing (Fairfield Drive to US 29)
2. ARRA 531 CR95A South Resurfacing (Memory Lane to Nine Mile Road)
3. ARRA 530 CR95A North Resurfacing (Nine Mile Road to East Roberts Road)
4. ARRA 532 Copter Road (Nine Mile Road to Ellyson Industrial Park)
5. ARRA 535 Johnson Avenue (Gatewood Drive to Olive Road)
6. ARRA 534 Dogtrack Road North (Blue Angel Parkway to US 98)
7. ARRA 529 Dogtrack Road (Gulf Beach Highway to Blue Angel Parkway)
8. ARRA 536 Beulah Road (Nine Mile Road to Isaacs Lane); and

B. Approve the reallocation of funds, totaling \$201,333.44, from Fiscal Year 2010/2011 Capital Improvement Program from Fairground Road Dirt Road Paving Project #11EN1095 (District 5), to the Resurfacing Project, Project #08EN0208, to fund this payment.

Bituminous materials adjustment clauses are standard parts of Florida Department of Transportation (FDOT) and Escambia County projects that involve asphalt installation. Upon completion of the above referenced projects, it was discovered that the bituminous materials adjustment clause was omitted from each of these Contracts.

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107/56301]

BACKGROUND:

Bituminous materials adjustment clauses are standard parts of Florida Department of Transportation (FDOT) and Escambia County projects that involve asphalt installation. Upon completion of the above referenced projects, it was discovered that the bituminous materials adjustment clause was omitted from each of these contracts.

BUDGETARY IMPACT:

No budgetary impact occurs. Funding is currently available in Fund 352 "Local Option Sales Tax III", Account 210107/56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Escambia County Code of Ordinance, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a purchase order will be transmitted to the Office of Purchasing for processing.

Attachments

Recap Sheet

Asphalt Sheets

PROJECT	ASPHALT TONNAGE	ARB 20 GALLONS	TOTAL ADJUSTMENT
W STREET	6,239.03	6,997.00	16,878.76
OLD PALAFOX SOUTH	8,814.43	40,682.00	53,606.32
OLD PALAFOX NORTH	3,642.32	23,234.00	28,878.67
COPTER ROAD	2,276.50	8,654.00	17,926.56
JOHNSON AVENUE	1,411.51	4,534.00	10,276.26
DOG TRACK ROAD NORTH	3,485.18	12,701.00	26,032.06
DOG TRACK ROAD SOUTH	1,596.96	9,273.00	13,368.04
BEULAH ROAD	3,177.40	-	0
AS OF 2/1/2011	30,643.33	106,075.00	166,966.67
W STREET (FEB 2011 - SUBMITTED WITH FINAL PAY REQUEST)			
W STREET	8,065.18	55,653.00	34,366.77
TOTAL ASPHALT ADJUSTMENT DUE		\$	201,333.44

Bituminous Material Price Adjustment for Escambia County Road Resurfacing

2/1/11

For current Price Index on the web, go to www.myflorida.com and type in search words "fuel table".

Adjustment shown on this sheet are for changes in price that increase or decrease more than 5% of the FDOT Asphalt Index price at the time of a bid.

The adjusted unit price will be calculated for the month during which the material was incorporated into the project in accordance with the following formulas:

Panhandle Grading & Paving, Inc.
P.O. Box 3717
Pensacola, FL32516

$P_a = P_b + (I_d - 1.05 I_b)$ during a period of increasing prices. $P_a = P_b + (I_d - .95 I_b)$ during a period of decreasing prices.

P_b = Bid Unit Price for Bituminous Material: 1.6368

I_d = Asphalt Price Index during the month the material is incorporated into the project.

I_b = Asphalt Price Index during the month that bids were received for this Contract. = 1.6368 5% Dif. = 0.08184

"W" STREET

Asphalt Type SP12.5 SP 9.5 SAHM 1 Ton of A/C = 231.75 Gal.

% of A/C content by mix 6.25% 6.25% 6.25%

Tons of Asphalt & Gallons of A/C

Asphalt Type	2010												2011		Totals	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
SP 12.5 Tons	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,237.03	1,002.00	0.00	6,239.03	
SP 12.5 Gallons	0	0	0	0	0	0	0	0	0	0	0	75,855	14,513	0	6,997.00	
ARMI- Gallons													6,997.00		6,997.00	
ABC-3 - Tons	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
ABC-3 - Gallons	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
SAHM - Tons	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
SAHM - Gallons	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Id (Monthly Index)	2.0139	2.0847	2.1490	2.1700	2.1630	2.1598	2.0928	2.0108	1.9878	1.9786	1.9282	1.8950	1.8814	0.0000		
Difference between Id & Ib	0.3771	0.4479	0.5122	0.5332	0.5262	0.5230	0.4580	0.3740	0.3510	0.3418	0.2914	0.2582	0.2446	-1.6368		
S-1 Gallons by Month	0	0	0	0	0	0	0	0	0	0	0	75,855	21,510	0		
S-1 Price Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,377.79	\$3,500.97	\$0.00	\$16,878.76	
ABC-3 Gallons by Month	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
ABC-3 Price Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SAHM Gallons by Month	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
SAHM Price Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Price Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,377.79	\$3,500.97	\$0.00	\$16,878.76	
															PREVIOUS PAYMENTS	\$0.00
															TOTAL DUE	\$16,878.76

Bituminous Material Price Adjustment for Escambia County Road Resurfacing

2/1/11

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The adjusted unit price will be calculated for the month during which the material was incorporated into the project in accordance with the following formulas:

$P_a = P_b + (I_d - 1.05 I_b)$ during a period of increasing prices. $P_a = P_b + (I_d - .95 I_b)$ during a period of decreasing prices.

P_b = Bid Unit Price for Bituminous Material: 1.6368

I_d = Asphalt Price Index during the month the material is incorporated into the project.

I_b = Asphalt Price Index during the month that bids were received for this Contract. = 1.6368 5% Dif. = 0.08184

OLD PALAFOX NORTH

Panhandle Grading & Paving, Inc.
P.O. Box 3717
Pensacola, FL32516

Asphalt Type	SP12.5	SP 9.5	SAHM	1 Ton of A/C = 231.75 Gal.
% of A/C content by mix	8.25%	6.25%	6.25%	

Tons of Asphalt & Gallons of A/C

Asphalt Type	2010												2011		Totals	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
SP 12.5 - Tons	0.00	0.00	0.00	0.00	0.00	2,328.56	0.00	1,313.76	0.00	0.00	0.00	0.00	0.00	0.00	3,642.32	
SP 12.5 - Gallons	0	0	0	0	0	33,728	0	19,028	0	0	0	0	0	0		
ARMI- Gallons						11,085.00		12,148.00							23,234.00	
ABC-3 - Tons	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
ABC-3 - Gallons	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
SAHM - Tons	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
SAHM - Gallons	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Id (Monthly Index)	2.0139	2.0847	2.1490	2.1700	2.1630	2.1598	2.0928	2.0108	1.9878	1.9786	1.9282	1.8950	1.8814	0.0000		
Difference between Id & Ib	0.3771	0.4479	0.5122	0.5332	0.5262	0.5230	0.4580	0.3740	0.3510	0.3418	0.2914	0.2582	0.2448	-1.6368		
S-1 Gallons by Month	0	0	0	0	0	44,813	0	31,178	0	0	0	0	0	0		
S-1 Price Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,769.70	\$0.00	\$9,108.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,878.67	
ABC-3 Gallons by Month	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
ABC-3 Price Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SAHM Gallons by Month	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
SAHM Price Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Price Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,769.70	\$0.00	\$9,108.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,878.67	
															PREVIOUS PAYMENTS	\$0.00
															TOTAL DUE	\$28,878.67

Bituminous Material Price Adjustment for Escambia County Road Resurfacing

2/1/11

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Adjustment shown on this sheet are for changes in price that increase or decrease more than 5% of the FDOT Asphalt Index price at the time of a bid.

The adjusted unit price will be calculated for the month during which the material was incorporated into the project in accordance with the following formulas:

$Pa = Pb + (Id - 1.05 lb)$ during a period of increasing prices. $Pa = Pb + (Id - .95 lb)$ during a period of decreasing prices.

Pb = Bid Unit Price for Bituminous Material: 2.0847

Id = Asphalt Price Index during the month the material is incorporated into the project.

lb = Asphalt Price Index during the month that bids were received for this Contract. = 2.0847 5% Dif. = 0.104235

BEULAH ROAD

Panhandle Grading & Paving, Inc.

P.O. Box 3717

Pensacola, FL 32516

Asphalt Type SP12.5 SP 9.5 SAHM 1 Ton of A/C = 231.75 Gal.

% of A/C content by mix 6.25% 6.25% 6.25%

Tons of Asphalt & Gallons of A/C

Asphalt Type	2010												2011		Totals	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
SP 12.5 - Tons	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,097.27	2,080.13	0.00	0.00	0.00	0.00	3,177.40	
SP 12.5 - Gallons	0	0	0	0	0	0	0	0	15,893	30,129	0	0	0	0		
ABC-3 - Tons	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
ABC-3 - Gallons	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
SAHM - Tons	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
SAHM - Gallons	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Id (Monthly Index)	2.0139	2.0847	2.1490	2.1700	2.1630	2.1598	2.0928	2.0108	1.9878	1.9788	1.9282	1.8950	1.8814	0.0000		
Difference between Id & lb	-0.0708	0.0000	0.0843	0.0853	0.0783	0.0751	0.0081	-0.0739	-0.0969	-0.1081	-0.1585	-0.1897	-0.2033	-2.0847		
S-1 Gallons by Month	0	0	0	0	0	0	0	0	15,893	30,129	0	0	0	0		
S-1 Price Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
ABC-3 Gallons by Month	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
ABC-3 Price Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SAHM Gallons by Month	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
SAHM Price Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Price Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
															PREVIOUS PAYMENTS	\$0.00
															TOTAL DUE	\$0.00

Bituminous Material Price Adjustment for Escambia County Road Resurfacing

2/28/11

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The adjusted unit price will be calculated for the month during which the material was incorporated into the project in accordance with the following formulas:

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P.O. Box 3717
Pensacola, FL32516

$P_a = P_b + (I_d - 1.05 I_b)$ during a period of increasing prices.

$P_a = P_b + (I_d - .95 I_b)$ during a period of decreasing prices.

Pb = Bid Unit Price for Bituminous Material:

1.6368

Id = Asphalt Price Index during the month the material is incorporated into the project.

Ib = Asphalt Price Index during the month that bids were received for this Contract. =

1.6368

5% Dif. =

0.08184

"W" STREET

Asphalt Type

SP12.5

SP 9.5

SAHM

1 Ton of A/C = 231.75 Gal.

% of A/C content by mix

6.25%

6.25%

6.25%

Tons of Asphalt & Gallons of A/C

Asphalt Type	2010												2011		Totals	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
SP 12.5 Tons	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,065.18	8,065.18	
SP 12.5 Gallons	0	0	0	0	0	0	0	0	0	0	0	0	0	118,819	118,819	
ARMI- Gallons														0.00	55,653.00	55,653.00
ABC-3 - Tons	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
ABC-3 - Gallons	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SAHM - Tons	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
SAHM - Gallons	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Id (Monthly Index)	2.0139	2.0847	2.1480	2.1700	2.1630	2.1598	2.0928	2.0108	1.9878	1.9786	1.9282	1.8950	1.8814	1.9179		
Difference between Id & Ib	0.3771	0.4478	0.5122	0.5332	0.5282	0.5230	0.4560	0.3740	0.3510	0.3418	0.2914	0.2582	0.2446	0.2811		
S-1 Gallons by Month	0	0	0	0	0	0	0	0	0	0	0	0	0	172,472		
S-1 Price Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,366.77	\$34,366.77	
ABC-3 Gallons by Month	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
ABC-3 Price Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SAHM Gallons by Month	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SAHM Price Adjustment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Price Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,366.77	\$34,366.77	
														PREVIOUS PAYMENTS	\$0.00	
														TOTAL DUE	\$34,366.77	



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1265

County Administrator's Report Item #: 12. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/01/2011

Issue: Purchase of Real Property, Located at 680 North Navy Boulevard, from WOS Properties, LLC

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Real Property, Located at 680 North Navy Boulevard, from WOS Properties, LLC - Joy D. Blackmon, P. E., Director, Public Works Department

That the Board take the following action concerning the purchase of a parcel of real property (approximately 0.34 acres) located at 680 North Navy Boulevard from WOS Properties, LLC:

A. Authorize the purchase of a parcel of real property (approximately 0.34 acres) from WOS Properties, LLC, for the appraised value of \$45,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase; and

B. Authorize the County Attorney to prepare and the Chairman or Vice Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the purchase without further action of the Board.

Meeting in regular session on June 4, 2009, the Board approved the Recommendation, as requested by Neighborhood and Environmental Services Division (NESD), now Community & Environment Department, which was also presented to the Committee of the Whole on May 14, 2009, authorizing staff to initiate the acquisition process for the donation or purchase of easements and property for the Jones Creek East Stream Restoration Project. One of the properties required for this project, approximately 0.34 acres, is located at 680 North Navy Boulevard, and is owned by WOS Properties, LLC. The property is vacant with the exception of an outdoor overhead billboard sign.

Staff had an appraisal performed by Brantley & Associates, dated August 17, 2009, which placed a value of \$45,000 on the property. The property owners indicated to staff that they are amendable to this appraised value, but insist on retaining a perpetual sign Easement over the parcel. Community & Environment Department staff has indicated that the retainment of the requested sign Easement would not adversely affect their use of the property.

On October 7, 2010, the Board authorized staff to prepare a Contract for Sale and Purchase, which includes an offer to purchase the property for the appraised value of \$45,000 and allows the current property owners to retain a perpetual sign Easement over the property. The current

property owners have agreed to the terms and conditions contained in the Contract for Sale and Purchase, and Staff is requesting Board authorization to proceed with this acquisition.

[Funding Source: Fund 110, (Other Grants and Projects) / Cost Center 221007, (FCT Jones Swamp Wetland)]

BACKGROUND:

Meeting in regular session on June 4, 2009, the Board approved the recommendation, as requested by Neighborhood and Environmental Services Division (NESD), now Community and Environment Department, which was also presented to the Committee of the Whole on May 14, 2009, authorizing staff to initiate the acquisition process for the donation or purchase of easements and property for the Jones Creek East Stream Restoration Project. One of the properties required for this project, approximately 0.34 acres, is located at 680 North Navy Boulevard, and is owned by WOS Properties, LLC. The property is vacant with the exception of an outdoor overhead billboard sign.

Staff had an appraisal performed by Brantley & Associates, dated August 17, 2009, which placed a value of \$45,000 on the property. The property owners indicated to staff that they are amendable to this appraised value, but insist on retaining a perpetual sign easement over the parcel. Community and Environment Department staff has indicated that the retainment of the requested sign easement would not adversely affect their use of the property.

On October 7, 2010, the Board authorized staff to prepare a Contract for Sale and Purchase, which includes an offer to purchase the property for the appraised value of \$45,000, and allows the current property owners to retain a perpetual sign easement over the property. The current property owners have agreed to the terms and conditions contained in the Contract for Sale and Purchase, and Staff is requesting Board authorization to proceed with this acquisition.

BUDGETARY IMPACT:

Funds for this project are available in Fund 110 (Other Grants and Projects) / Cost Center 221007 (FCT Jones Swamp Wetland.)

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on August 10, 2011.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

BCC Action 10/07/2010

Acquisition Checklist

Contract for Sale and Purchase

Appraisal

Title Commitment

Map

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

- I. CONSENT AGENDA – Continued
- 1-3. Approval of Various Consent Agenda Items – Continued
- 3. Continued...

D. Report of the May 14, 2009, C/W Workshop – Continued

AGENDA NUMBER – Continued

15. Jones Creek East Stream Restoration Property Acquisition

- A. Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *Jones Creek East Stream Restoration*, presented by Taylor "Chips" Kirschenfeld, Water Quality, Public Works Bureau; and
- B. Board Direction – The C/W recommends the Board authorize staff to initiate the acquisition of easements, by donation, and property, by donation or purchase, within the Jones Creek East Stream Restoration project boundaries, with the process to include, but not be limited to, obtaining title commitments, Phase I Environmental Assessments, Appraisals, Surveys, and Inspections.

Recommended 5-0

16. Appointments to Boards and Committees Policy

- A. Discussion – The C/W discussed Appointments to Boards and Committees Policy, and the C/W:
 - (1) Heard the request from Commissioner Robinson that the Board adhere to its Policy regarding appointments to Boards and Committees;
 - (2) Was advised by County Attorney Rogers that the current Policy for serving more than one term provides that the Board can waive its Policy (*Appointment Policy and Procedures, Section I, Part B.1*) only once for any individual; and

(Continued on Page 21)

23. Recommendation Concerning the Acquisition of a Parcel of Real Property Located at 680 North Navy Boulevard – Joy D. Blackmon, P.E., Interim Assistant County Administrator

RECOMMENDATION: That the Board take the following action regarding the acquisition of a parcel of real property located at 680 North Navy Boulevard from WOS Properties, LLC:

- A. Authorize staff to make an offer to WOS Properties, LLC, to purchase a parcel of property (approximately 0.34 acres) for the appraised amount of \$45,000, subject to the owner retaining a perpetual sign Easement for an existing outdoor overhead billboard sign; and
- B. 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 110 (Other Grants and Projects) / Cost Center 221007 (FCT Jones Swamp Wetland), and Fund 352 (LOST III) / Cost Center 220102 (NESD Capital Projects) / Project (Southwest Greenway) to be assigned in FY2011]

24. Recommendation Concerning Reallocation of Funds from the Fiscal Year 2009/2010 Capital Improvement Program from the Muscogee Road Phase 3 and Maplewoods Drainage Projects – Joy D. Blackmon, P.E., Interim Assistant County Administrator

RECOMMENDATION: That the Board approve the reallocation of funds, totaling \$160,000, from the Fiscal Year 2009/2010 Capital Improvement Program from Muscogee Road Phase 3 (District 5 – \$80,000) and from Maplewoods Drainage Project (District 3 – \$80,000), to the Airway Drive Sidewalk and Drainage Improvement Project (District 3 and District 5). [Funding Source: Fund 352, “Local Option Sales Tax III”, Account 210107]



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

ACCOUNT # 083434000

Property Location/Identification: 680 N. NAVY BLVD, / REF # 52-25-30-2501-000-017

County Administrator (or designee) - Appraisals

Appraiser (1): BRANTLEY + ASSOCIATES
 Date of appraisal: AUGUST 17, 2009
 Appraised value: \$45,000
 Received by: LARRY GOODWIN REP.
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: Per Attached email
 Received by: dated July 7, 2011
 Comments: _____

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: SEE ATTACHED
 Date: _____
 Comments: ~~NO~~ NO ISSUES REP.

Risk Management Department - Property Inspection

Inspected by: SEE ATTACHED
 Date: _____
 Comments: NO ISSUES REP.

Engineering Department - Review of Survey or Boundary Map

Completed by: Rub Colorado
 Date: 06-30-11
 Comments: REVIEWED BOUNDARY SURVEY

Office of Management and Budget - Verification of Funding Source

Funding source: Fund 110 (221007)
 Verified by: Robert per SJH
 Date: 7/5/11
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Site Address: 680 N NAVY BLVD Reference: 522S302501000017 Owners: WOS PROPERTIES LLC

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: _____

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: Marcus Faulkner
 Date: 10-22-10
 Comments: On site observation of electrical service, advertising billboard, and land appears to provide drainage for surrounding area. No additional liabilities noted.

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 680 N Navy Blvd (Account # 083434000)

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: _____

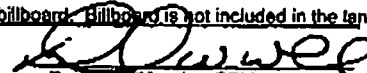
Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: No inspection performed.
 Date: October 19, 2010
 Comments: No permanent structures on site other than the attached billboard. Billboard is not included in the land acquisition.

Risk Management Department - Property Inspection Deputy Bureau Chief's Signature

Inspected by: _____
 Date: _____
 Comments: _____


 David W. Wheeler, CFM

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____

Larry W. Goodwin

From: KEITH T. WILKINS
Sent: Thursday, July 07, 2011 9:37 AM
To: Brent A Wipf
Cc: Chips Kirschenfeld; Glenn C. Griffith; Larry W. Goodwin; Glenn C. Griffith
Subject: RE: Jones Creek East / Salter Property

Ok, thanks. I'm good with it and approve the ESA for acquisition.

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

From: Brent A Wipf
Sent: Thursday, July 07, 2011 9:33 AM
To: KEITH T. WILKINS
Cc: Chips Kirschenfeld; Glenn C. Griffith
Subject: FW: Jones Creek East / Salter Property

FYI

brent wipf
Environmental Programs Manager
Water Quality & Land Management Division Community & Environment Department
3363 West Park Place
Pensacola, FL 32505

Telephone# (850) 595-3445
Fax# (850) 595-3634

From: Larry W. Goodwin
Sent: Wednesday, July 06, 2011 8:26 AM
To: Brent A Wipf
Cc: Glenn C. Griffith
Subject: RE: Jones Creek East / Salter Property

Brent,

The checklist is a tracking mechanism so that we can be sure that we are complying with County Code 46-139. There is no requirement that each respondent sign off on the same original checklist. Our process with Facilities and Risk Management is that we e-mail them the property information (maps etc.) and they respond by e-mail and we attach their response to one original checklist which we maintain. It was too cumbersome to route one original checklist to all parties.

I am attaching the parcel information.

Thanks

Larry Goodwin
Real Estate Acquisition Supervisor
Escambia County Public Works Department
850-595-3426
3363 West Park Place
Pensacola, FL 32505

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

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase (“Contract”), between WOS PROPERTIES, LLC, a Florida limited liability company, by William O. Salter as Manager, whose address is 5736 Willard Norris Road, Milton, FL 32570 (“Seller”), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (“Buyer”).

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property as described in Exhibit A (the “Property”) upon the terms and conditions stated in this Contract and subject to the Seller reserving a perpetual easement for an outdoor advertising sign structure on the Property. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2011.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Forty Five Thousand Dollars (\$45,000.00), payable to Seller at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date (“Effective Date”) of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer’s opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer’s reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. **SELLER’S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC’S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner’s policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic’s liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller’ Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. **BROKERS.** Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Warranty Deed. The form of the Warranty Deed with the reserved perpetual easement for an outdoor advertising sign structure shall be in the form attached as Exhibit B.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller has no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own

attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Seller until closing.

17. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 W. Park Place
Pensacola, Florida 32505

TO SELLER:

William O. Salter
5736 Willard Norris Road
Milton, FL 32570

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Sellers' current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Seller warrants delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Seller convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA)**

AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS**

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Kevin W. White, Chairman

Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By S. White

Title Asst. County Attorney

Date Aug. 10, 2011

SELLER:

**WOS PROPERTIES, LLC, a Florida
Limited Liability Company**

By: [Signature]
William O. Salter, Manager

Date 6-27-11

[Signature]

Witness

[Signature]
Print Name

[Signature]

Witness

[Signature]
Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of June,
2011, by William O. Salter. He () is personally known to me, () produced current
as identification.

(Notary Seal)

[Signature]
Signature of Notary Public
[Signature]
Printed Name of Notary Public

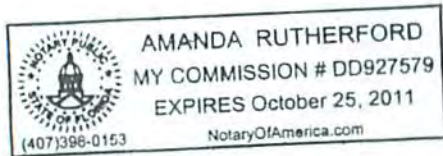
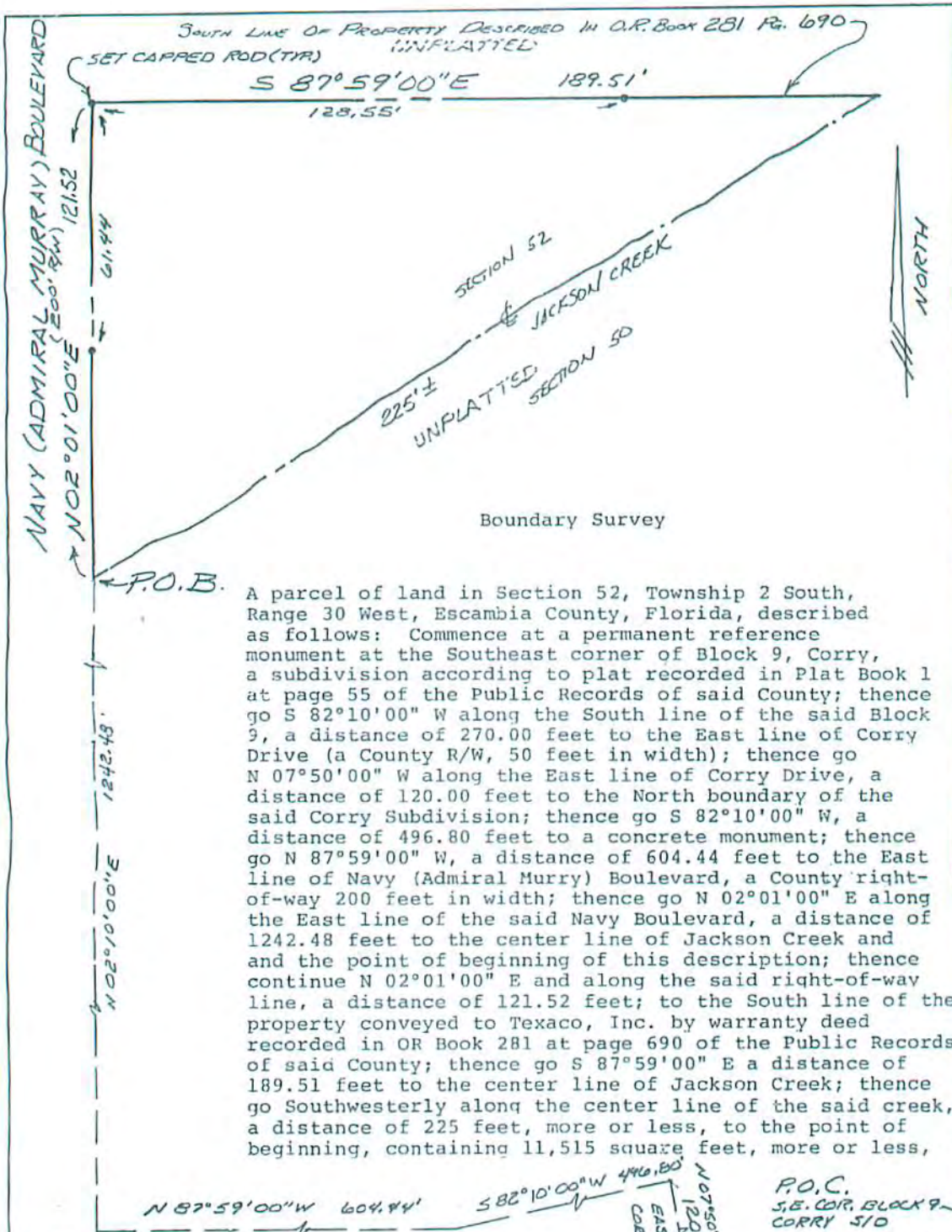


Exhibit A



Boundary Survey

A parcel of land in Section 52, Township 2 South, Range 30 West, Escambia County, Florida, described as follows: Commence at a permanent reference monument at the Southeast corner of Block 9, Corry, a subdivision according to plat recorded in Plat Book 1 at page 55 of the Public Records of said County; thence go S 82°10'00" W along the South line of the said Block 9, a distance of 270.00 feet to the East line of Corry Drive (a County R/W, 50 feet in width); thence go N 07°50'00" W along the East line of Corry Drive, a distance of 120.00 feet to the North boundary of the said Corry Subdivision; thence go S 82°10'00" W, a distance of 496.80 feet to a concrete monument; thence go N 87°59'00" W, a distance of 604.44 feet to the East line of Navy (Admiral Murry) Boulevard, a County right-of-way 200 feet in width; thence go N 02°01'00" E along the East line of the said Navy Boulevard, a distance of 1242.48 feet to the center line of Jackson Creek and the point of beginning of this description; thence continue N 02°01'00" E and along the said right-of-way line, a distance of 121.52 feet; to the South line of the property conveyed to Texaco, Inc. by warranty deed recorded in OR Book 281 at page 690 of the Public Records of said County; thence go S 87°59'00" E a distance of 189.51 feet to the center line of Jackson Creek; thence go Southwesterly along the center line of the said creek, a distance of 225 feet, more or less, to the point of beginning, containing 11,515 square feet, more or less,

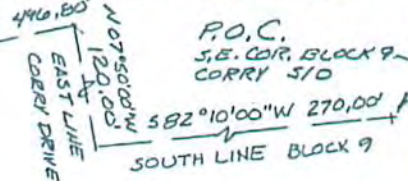
Description Continued:

said property being the same parcel as that described in OR Book 983 at page 66 of the Public Records of said County.

I hereby certify that an actual survey was made of the above described real property, that the said survey was accurately made to the best of my knowledge and belief, and that this drawing and the survey it represents meet the "Minimum Technical Standards" set forth by the Florida Board of Land Surveyors pursuant to Section 472.027, Florida Statutes.

Notes:

- 1) Unless otherwise shown, record and measured calls agree.
- 2) Unless otherwise noted, lands shown hereon were not abstracted for easements and/or rights-of-way of record.
- 3) Unless otherwise noted, underground portion of foundations or footings were not located.



SURVEY ORDERED BY: *MACK ROBLISON*

SCALE: 1" = 30' JOB NO. 83-589
FIELD BOOK 83 PAGE 3

Bromfield B. Nichol

BROMFIELD B. NICHOL
REGISTERED FLORIDA LAND SURVEYOR NO. 1035
REGISTERED FLORIDA CIVIL ENGINEER NO. 5373

DATE OF SURVEY: *AUG 5, 1983*

EXHIBIT B

This document prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this _____ day of _____, 2011, by and between WOS Properties, LLC, a Florida limited liability company, whose address is 5736 Willard Norris Road, Milton, Florida 32570 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

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

See attached Exhibit A

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2011; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

GRANTOR reserves a perpetual easement for the outdoor advertising sign structure existing on the Property and the use of that portion of the Property necessary to service, maintain, or replace the outdoor advertising sign structure, including, but not limited to, a right of ingress and egress, a right of overhang, a right to install, repair, replace, and maintain underground or above ground electrical utility and telecommunication services, and a right of view prohibiting vegetation or

improvements on the Property that would obstruct the view of the outdoor advertising sign structure from adjacent roadways. The easement shall run with the Property and inure to the benefit of GRANTOR and its successors and assigns. GRANTOR further reserves the right to relocate the existing outdoor advertising sign structure on the Property; provided, however, that the relocation does not interfere or conflict with any other structure existing on the Property. GRANTOR shall hold harmless, indemnify, and defend GRANTEE, its Board of County Commissioners, agents, and employees, from and against any and all claims, damages (including death of or injury to any person or to property) loss or expense, including attorney's fees, arising out of or resulting from any negligent or wrongful act or omission of GRANTOR in connection with its use of the easement or the exercise of any of the rights reserved by GRANTOR.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

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

Grantor: WOS Properties, LLC

Witness _____
Print Name _____

Witness _____
Print Name _____

BY: _____
William O. Salter, Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

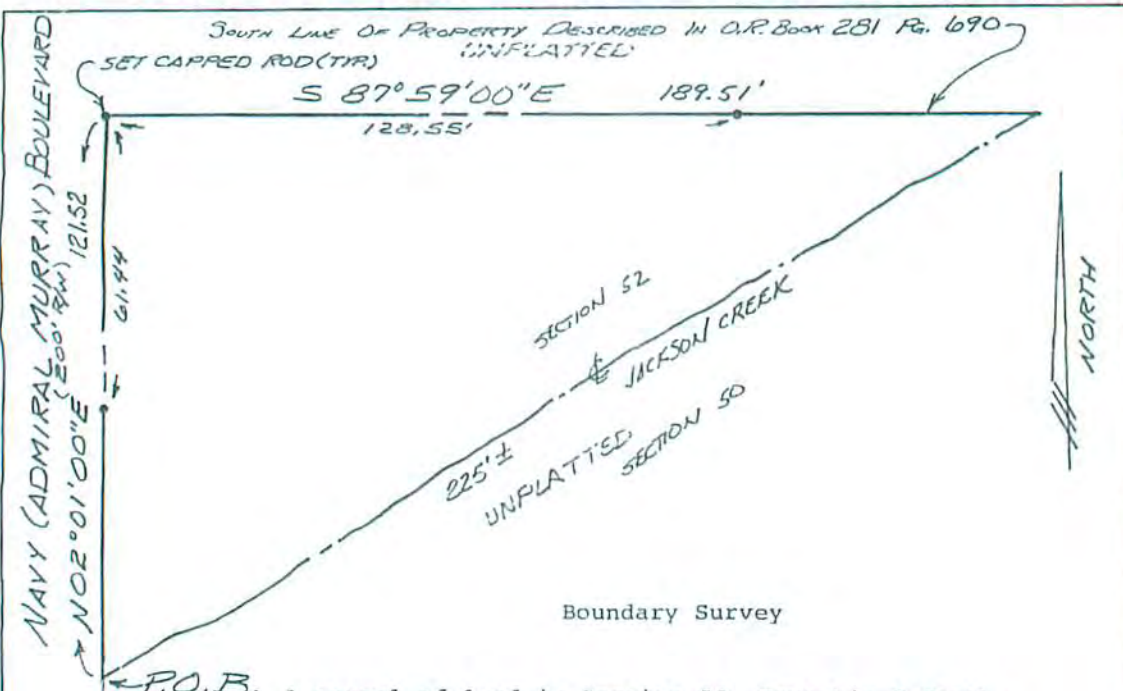
The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by William O. Salter, as Manager, on behalf of WOS Properties, LLC, a Florida limited liability company. He () is personally known to me, or has () produced current _____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

Exhibit A



Boundary Survey

A parcel of land in Section 52, Township 2 South, Range 30 West, Escambia County, Florida, described as follows: Commence at a permanent reference monument at the Southeast corner of Block 9, Corry, a subdivision according to plat recorded in Plat Book 1 at page 55 of the Public Records of said County; thence go S 82°10'00" W along the South line of the said Block 9, a distance of 270.00 feet to the East line of Corry Drive (a County R/W, 50 feet in width); thence go N 07°50'00" W along the East line of Corry Drive, a distance of 120.00 feet to the North boundary of the said Corry Subdivision; thence go S 82°10'00" W, a distance of 496.80 feet to a concrete monument; thence go N 87°59'00" W, a distance of 604.44 feet to the East line of Navy (Admiral Murry) Boulevard, a County right-of-way 200 feet in width; thence go N 02°01'00" E along the East line of the said Navy Boulevard, a distance of 1242.48 feet to the center line of Jackson Creek and and the point of beginning of this description; thence continue N 02°01'00" E and along the said right-of-way line, a distance of 121.52 feet; to the South line of the property conveyed to Texaco, Inc. by warranty deed recorded in OR Book 281 at page 690 of the Public Records of said County; thence go S 87°59'00" E a distance of 189.51 feet to the center line of Jackson Creek; thence go Southwesterly along the center line of the said creek, a distance of 225 feet, more or less, to the point of beginning, containing 11,515 square feet, more or less,

Description Continued:
said property being the same parcel as that described in OR Book 983 at page 66 of the Public Records of said County.

I hereby certify that an actual survey was made of the above described real property, that the said survey was accurately made to the best of my knowledge and belief, and that this drawing and the survey it represents meet the "Minimum Technical Standards" set forth by the Florida Board of Land Surveyors pursuant to Section 472.027, Florida Statutes.

- Notes:
- 1) Unless otherwise shown, record and measured calls agree.
 - 2) Unless otherwise noted, lands shown hereon were not abstracted for easements and/or rights-of-way of record.
 - 3) Unless otherwise noted, underground portion of foundations or footings were not located.

SURVEY ORDERED BY: *MACK ROBINSON*
SCALE: 1" = 30' JOB NO. *83-589*
FIELD BOOK *83* PAGE *3*

Bromfield B. Nichol
BROMFIELD B. NICHOL
REGISTERED FLORIDA LAND SURVEYOR NO. 1035
REGISTERED FLORIDA CIVIL ENGINEER NO. 5373
DATE OF SURVEY: *AUG 5, 1983*

Description Revised 8/31/83

SUMMARY APPRAISAL

+/- .264-ACRE OF LAND

LOCATED AT 680 NORTH NAVY BOULEVARD,
IN PENSACOLA, ESCAMBIA COUNTY, FLORIDA

AS OF AUGUST 14, 2009

VC09JS6063



PREPARED FOR
ESCAMBIA COUNTY ENGINEERING DEPARTMENT
1190 WEST LEONARD STREET
PENSACOLA, FLORIDA 32504

BY
BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

R. SHAWN BRANTLEY, MAI, CCIM
FL: STATE-CERTIFIED GENERAL APPRAISER RZ289
AL: CERTIFIED GENERAL REAL PROPERTY APPRAISER, G00419

BARBARA M. MARTIN, MAI
STATE-CERTIFIED GENERAL APPRAISER RZ2552

BRUCE A. BLACK
STATE-CERTIFIED GENERAL APPRAISER RZ2714

BARBARA S. BRANTLEY, CPA
ADMINISTRATION & FINANCE

KATHLEEN F. SEITHER
STATE-CERTIFIED GENERAL APPRAISER RZ3201

JERROD A. SHARP
STATE-CERTIFIED GENERAL APPRAISER RZ3287

August 17, 2009

Mr. Larry Goodwin, Real Estate Acquisition Supervisor
Escambia County Engineering Department
1190 West Leonard Street
Pensacola, Florida 32504

Re: Summary appraisal of +/- .264 acre of land
located at 680 North Navy Boulevard, in
Pensacola, Escambia County, Florida

Dear Mr. Goodwin:

At your request, we have inspected the above referenced parcel for the purpose of estimating the market value of the property as of **August 14, 2009**, being the last date of inspection of the property.

The subject contains approximately +/- .264-acre, or 11,515 SF (+/-), of land located along the east side of North Navy Boulevard, at the intersection of Navy Boulevard and Highway 98. The property rights appraised are the fee-simple estate, encumbered by an easement for an existing ODA sign.

By reason of our inspection and analysis, which is described in the accompanying summary appraisal report, we are of the opinion that the market value of the subject property, as of August 14, 2009 is:

MARKET VALUE ESTIMATE
FORTY FIVE THOUSAND DOLLARS
\$45,000

The above value opinion is subject to the limiting conditions and general assumptions contained in this appraisal. Additionally, the value opinion is subject to the following special assumptions and limiting conditions:

- 1) We have not received a survey of the subject tract and are not surveyors. We have utilized a legal description provided by public records and we have defined the parcel to the best of our ability, as described herein. We assume the parcel exists as set forth in this appraisal and fully contains the amount of acreage it is stated to contain. If a professional survey should render the property to contain more or less area, or to be substantially deviate from the depictions rendered in this report, then this appraisal would be rendered invalid or subject to revision. Any reader is advised to verify the area and dimensions of the subject property by professional survey, prior to reliance upon this appraisal.**



R. SHAWN BRANTLEY, MAI

100 NORTH SPRING STREET · POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591
EMAIL: shawnbrantley@brantleyassociates.com · WEB ADDRESS: www.brantleyassociates.com
PHONE (850) 433-5075 · FAX (850) 438-0617

Mr. Larry Goodwin

August 17, 2009

2) We have estimated the extent of topographical impairment to the best of our ability. Any reader is advised to satisfy them self, concerning this issue, prior to reliance upon this appraisal. In the event that topographical impairment should deviate significantly from that estimated by the appraisers, this appraisal would be rendered invalid or subject to revision

3) There is a monopole billboard sign on the subject property that is operated by Bill Salter. The client has asked us to appraise the subject property as though subject to a perpetual easement benefitting the sign owner for accommodating the sign and maintenance of same. Therefore, we have assumed that the subject property suffers a perpetual easement for the ODA sign.

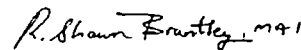
We are attaching our summary appraisal analysis, which contains certain factual data and opinions formed in making the value estimate.

This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

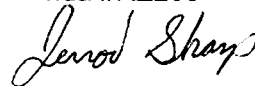
The appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Code of Professional Ethics of the Appraisal Institute. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount that would result in the approval of a loan.

We appreciate the opportunity of doing this work for you, and if there should be any questions, please do not hesitate to call.

Sincerely,



R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida #RZ289



Jerrod A. Sharp
State Certified General Appraiser
Florida RZ3287

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION: The subject property consists of +/- .264-acre, or 11,515 SF (+/-), of land at 680 North Navy Boulevard, in Pensacola, Escambia County, Florida.

OWNERSHIP: WOS Properties LLC
P.O. Box 422
Pensacola, Florida 32572

LOCATION OF PROPERTY: The subject property is located along the east side of North Navy Boulevard, at its intersection with Highway 98, in Pensacola, Escambia County, Florida.

PURPOSE OF APPRAISAL: To estimate the market value of the subject property as of, August 14, 2009

PROPERTY RIGHTS APPRAISED: Fee-Simple Estate

DATE OF VALUATION: August 14, 2009

DATE OF REPORT: August 17, 2009

ZONING: C-1, Retail Commercial

FUTURE LAND USE: C-Commercial

LAND AREA: +/- .264-acre, or 11,515 SF (+/-)

HIGHEST AND BEST USE: Assemblage with adjoining property and/or continued use as a site for an outdoor advertising billboard

FINAL VALUE ESTIMATE: \$45,000

Commitment To Insure

ALTA Commitment - 1970 Rev.

CA



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A: upon payment of the premiums and charges therefor; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

NOTE: The policy committed for may be examined by inquiry at the office which issued the commitment, and a specimen copy of the policy form (or forms) referred to in this commitment will be furnished promptly upon request.

Delivered with and printed on this Commitment Jacket is the Closing Protection Letter promulgated under Rule 4-186.010, F.A.C.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

Authorized Signatory

Closing Protection Letter

The operation and scope of the following Closing Protection Letter ("Letter") is limited to the transaction which is the subject of the commitment to which this Letter is attached and is also directed to those person(s) and/or entity (ies) set forth in the Letter and identified as a proposed insured in the commitment.

RE: Issuing Agent: Agent countersigning the attached commitment.

1. Failure of said Issuing Agent to comply with your written closing instructions to the extent that they relate to (a) the status of the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such status of title or lien, or (b) the obtaining of any other document, specifically required by you, but not to the extent that said instructions require a determination of the validity, enforceability or effectiveness of such other document, or (c) the collection and payment of funds due you,
or
2. Fraud or dishonesty of said Issuing Agent in handling your funds or documents in connection with such closing.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling shall be protected as if this letter were addressed to your borrower.

Conditions and Exclusions

- A. Old Republic National Title Insurance Company will not be liable to you for loss arising out of:
 1. Failure of said Issuing Agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by Old Republic National Title Insurance Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
 2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of said Issuing Agent to comply to your written closing instructions to deposit the funds in a bank which you designated by name.
 3. Mechanics' and materialmen's liens in connection with your purchase or lease or construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of Old Republic National Title Insurance Company.
 4. The periodic disbursement of construction loan proceeds or funds furnished by the owner to pay for construction costs during the construction of improvements on the land to be insured, unless an officer of the company has specifically accepted the responsibility to you for such disbursement program in writing.
- B. When Old Republic National Title Insurance Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of Old Republic National Title Insurance Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- C. Any liability of Old Republic National Title Insurance Company for loss incurred by you in connection with closings of real estate transactions by said Issuing Agent shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of Old Republic National Title Insurance Company. The dollar amount of liability hereby incurred shall not be greater than the amount of the title insurance binder, commitment or policy of title insurance to be issued, and liability hereunder as to any particular loan transaction shall be coextensive with liability under the policy issued to you in connection with such transaction. Payment in accordance with the terms of this letter shall reduce by the same amount the liability under such policy and payment under such policy shall reduce by the same amount the company's liability under the terms of this letter.
- D. Claims of loss shall be made promptly to Old Republic National Title Insurance Company at its principal office at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499. When the failure to give prompt notice shall prejudice Old Republic National Title Insurance Company then liability of Old Republic National Title Insurance Company, hereunder shall be reduced to the extent of such prejudice, Old Republic National Title Insurance Company shall not be liable hereunder unless notice of loss in writing is received by Old Republic National Title Insurance Company within ninety (90) days from the date of discovery of such loss.
- E. Nothing contained herein shall be construed as authorizing compliance by any issuing agent with any such closing instructions, compliance with which would constitute a violation of any applicable law, rule or regulation relating to the activity of title insurers, their issuing agents, and their failure to comply with any such closing instructions shall not create any liability under the terms of this letter.
- F. The protection herein offered will be effective until cancelled by written notice from Old Republic National Title Insurance Company. Any previous Insured Closing Service Letter or similar agreement is hereby cancelled, except as to closings of your real estate transactions regarding which you have previously sent (or within 30 days hereafter send) written closing instructions to said Issuing Agent.

SCHEDULE A

ELRC File No: 120410

1. Effective Date: 12/16/2010 at 8:00 A.M.
2. Policy or Policies to be issued: Amount:
 - (a) ALTA Owners Policy \$45,000.00
(10/17/92 with Florida Modifications)

Proposed Insured: Escambia County, Florida

- (b) ALTA Standard Loan Policy
(10/17/92 with Florida modifications)

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is a

Fee simple
(fee simple, leasehold, etc.)

4. Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in:

WOS Properties, LLC by Warranty Deed recorded in O.R. 5018 Page 244.

5. The land referred to in this policy is situated in the County of Escambia, State of Florida, and is described as follows:

A portion of Section 52, Township 2 South, Range 30 West, Escambia County, Florida,
As more particularly described on Exhibit "A" attached hereto and made a part hereof.

TA #52-2S-30-2501-000-017
Project: Jones Creek East Project

Exhibit "A"

52-2S-30-2501-000-017

A parcel of land in Section 52, Township 2 South, Range 30 West, Escambia County, Florida, described as follows:
Commence at a permanent reference monument at the Southeast corner of Block 9, Corry, a subdivision according to plat recorded in Plat Book 1 at Page 55 of the Public Records of said County; thence go S 82°10'00" W along the South line of the said Block 9, a distance of 270.00 feet to the East line of Corry Drive (a County R/W, 50 feet in width); thence go N 07°50'00" W along the East line of Corry Drive, a distance of 120.00 feet to the North boundary of the said Corry Subdivision; thence go S 82°10'00" W a distance of 496.80 feet to a concrete monument; thence go N 87°59'00" W, a distance of 684.44 feet to the East line of Navy (Admiral Murry) Boulevard, a County right-of-way 200 feet in width; thence go N 02°01'00" E along the East line of the said Navy Boulevard, a distance of 1242.48 feet to the center line of Jackson Creek and the point of beginning of this description; thence continue N 02°01'00" E and along the said right-of-way line, a distance of 121.52 feet to the South line of the property conveyed to Texaco, Inc. by Warranty Deed recorded in O.R. Book 281 at Page 690 of the Public Records of said County; thence go S 87°59'00" E a distance of 189.51 feet to the center line of Jackson Creek; thence go Southwesterly along the center line of the said creek, a distance of 225 feet, more or less, to the point of beginning, containing 11,515 square feet, more or less. Said property being the same parcel as that described in O.R. Book 983 at Page 66 of the Public Records of said County.

Schedule B -- Part 1

File No: 120410

REQUIREMENTS

The following are the requirements to be complied with:

1. Payment to or for the account of the Grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Instrument(s) necessary to create the estate or interest to be insured and other instruments which must be properly executed, delivered, and duly filed for record, and/or other matters which must be furnished to the company.
3. Secure and record Warranty Deed from WOS Properties, LLC to Escambia County, Florida.
4. Secure proof that WOS Properties, LLC, is and active LLC.

ORT FORM 3499

Commitment

Schedule B -- Part II

File No: 120410

EXCEPTIONS

The policy or policies to be issued will contain exception to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights and claims of parties in possession.
4. Construction, Mechanic's, Contractor's or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or specific taxes and/or assessments required to be paid in the year 2011 and subsequent years. (Account # 08-3434-000)
7. Anything to the contrary notwithstanding, this Policy does not attempt to set out the manner in which all the minerals in, on or under the property described in Schedule "A" are now vested, nor any right or easements in connection therewith.
8. Riparian and/or water rights to Jones Creek.
9. Subject to right of way of Navy Blvd.

OR BK 5018 P60244
Escambia County, Florida
INSTRUMENT 2002-031852

DEED DOC STAMPS PD @ ESC CO \$ 0.70
11/25/02 ERNE LEE WAGNER, CLERK
By: *[Signature]*

This instrument was prepared by:
William O. Salter
5736 Willard Norris Rd.
Milton, FL 32572

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that William O. Salter and Helen M. Salter, husband and wife, (whether one or more, hereinafter Grantor) whose mailing address is 5736 Willard Norris Road, Milton, Florida 32572, in consideration of Ten Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, do bargain, sell, convey and grant unto WOS Properties, LLC, a Florida limited liability company, whose mailing address is 5736 Willard Norris Road, Milton, Florida 32572, forever, the following described real property, situate, lying and being in the County of Escambia, State of Florida, to-wit:

See attached Exhibit "A"

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

The above-described real property is not the constitutional homestead property of the Grantor.

To have and to hold, unto Grantee forever, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead. And Grantor covenants that Grantor is well seized of an indefeasible estate in fee simple in said property and has a good right to convey the same; that is free from liens and encumbrances, except as set forth above; that Grantor will make such further assurances to protect fee simple title to said property in Grantee as may reasonably be required; and that Grantor shall and will forever warrant and defend Grantee in the quiet and peaceful possession and enjoyment thereof, against all persons lawfully claiming the same, subject to the exceptions set forth above. Whenever used herein, the terms "Grantor" and "Grantee" include those hereinabove specified and their respective heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations and other entities.

IN WITNESS WHEREOF, we have hereunto set our hands this 13 day of November, 2002.

WITNESSES:

Paul E. Salter

Printed Name: PAUL E. SALTER

Fladys L. Simons

Printed Name: FLADYS L. SIMONS

GRANTOR:

William O. Salter

William O. Salter

Helen M. Salter

Helen M. Salter

STATE OF FLORIDA

COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 13th day of November, 2002, by William O. Salter and Helen M. Salter, husband and wife, who personally appeared before me and who are personally known to me or have produced _____ as identification.



FRANCES M. FAIN
MY COMMISSION # DD 113528
EXPIRES May 1, 2006
Bonded Thru Budget History Services

Frances M. Fain

NOTARY PUBLIC

Printed name: Frances M. Fain

Commission No. DD113528

My Commission Expires: May 1, 2006

EXHIBIT "A"

48-1S-30-1809-000-000

Begin at a point in the North line of Brent Road where said North line intersects the West line of the L & N Railroad right of way and thence run West along the North line of said Brent Road 515 feet for the point of beginning; thence run North at right angles to said roadway 130 feet; thence run East at right angles 75 feet; thence run South at right angles 130 feet to the North line of said Brent Road; thence run West along the North line of said Brent Road 75 feet to the point of beginning; being in and part of Section 48, Township 1 South, Range 30 West, less State Road right of way as described in Official Record Book 285 page 709.

34-2S-30-0180-000-043

Begin at the Northwest Corner of Lot 17, being also the NE Corner of Lot 18 Section 34, Township 2 South, Range 30 West, as shown in Plat Book 2 page 37 of the Public Records of Escambia County, Fla.; thence West 35.75 feet; thence South 7.5 feet; thence Southeasterly along north boundary of Martha Avenue 30.39 feet; thence North 20.58 feet to point of beginning and being all of that portion of said lot 18 lying North of Martha Avenue.

SAVE AND EXCEPT for any portion of the above described property used for public road right-of-way.

34-2S-30-0020-004-002

The following described property in Lot 2, Section 34, Township 2 South, Range 30 West, Escambia County, Florida, to-wit: Begin at a point on the North line of Lot 2 which is the North line of said Section 34, 1472 feet West of the Northeast corner of said Section 34; thence run Southerly parallel with the East line of said Lot 2, 800 feet, more or less, to a point in the South line of said Lot 2; thence run Easterly with said South line 100 feet; thence run Northerly parallel with the East line of said Lot to the North line of said Section 34, Township 2 South, Range 30 West, otherwise known as the Dominguez Grant; thence run Westerly with the North line of said Grant, 100 feet to the point of beginning, as shown on plat of said Section, recorded in Deed Book 128, page 575 of the public records of said County.
Less OJ 28 P. 845 State Rd. S-28S-A R/W.

00-0S-00-9020-140-115

East 100 feet of Lots 14,15,16 of Block 115
less State Road right-of-way East King tract
as recorded in the Public records of Escambia
County, Florida OR Book 402, Page 257

09-1S-29-1010-000-004

Commence at the intersection of the Southerly Right-of-Way line of Interstate Highway No. 10 (300 foot Right-of-Way) and the Westerly line of Lot 9, Gull Point Subdivision No. 1 of Pensacola Tar and Turpentine Co., as recorded in Plat Deed Book 59 at Page 380 of the public records of Escambia County, Florida; thence go Northeasterly along the Southerly Right-of-Way line of Interstate Highway No. 10 a distance of 204.86 feet to the Point of Beginning; thence continue along afore said Right-of-Way line a distance of 204.72 feet to a point being the intersection of the Southerly Right-of-Way line of Interstate Highway No. 10 with the Westerly Right-of-Way line of Woodchuck Avenue (66 foot Right-of-Way); thence go at an angle to the right of 116 degrees 28 minutes along the Westerly Right-of-Way line of aforesaid Woodchuck Avenue a distance of 160.02 feet; thence go at an angle to the right of 90 degrees 00 minutes a distance of 183.25 feet; thence go at an angle to the right of 90 degrees 00 minutes a distance of 68.79 feet to the Point of Beginning.

16-25-30-1001-030-004

A portion of Section 16, Township 2 South, Range 30 West, Escambia County, Florida, described as follows:
Commencing at the Southeast Corner of Lot 4 of a subdivision of Lot 1, Section 16, Township 2 South, Range 30 West. according to Plat recorded in Deed Book 76 at Page 263 of the public records of Escambia County, Florida, thence North 2 degrees 40 minutes East along the line of said Lot 4 a distance of 710 feet, thence North 87 degrees 20 minutes West a distance of 200 feet, thence North 2 degrees 40 minutes East a distance of 100 feet to POINT OF BEGINNING, thence continue North 2 degrees 40 minutes East a distance of 85.30 feet to Fairfield Road right of way, thence North 72 degrees 19 minutes West along said right of way 106.66 feet, thence South 2 degrees 40 minutes West a distance of 48.21 feet, thence South 89 degrees 20 minutes East a distance of 100 feet to POINT OF BEGINNING. Containing 0.153 acres, more or less.

47-1S-30-2000-001-012

South 30 feet of the North 50 feet of Lot 12, Deed Book 337 at Page 10 less Deed Book 396 at Page 544 Wentworth 1st Addition to Brent Flat Book 2 at Page 60. All lying and being in Section 47, Township 1 South, Range 30 West, Escambia County, Florida.

00-0S-00-9060-021-148

Lots 21, 22 and the south 61 feet of Lot 23, Block 148, West King Tract, in the City of Pensacola, Florida, according to the map of the city copyrighted by Thomas C. Watson in 1906.

00-0S-00-9020-011-020

North fifty one (51) feet of Lot eleven (11); West six (6) feet of Lot twelve (12); West six (6) feet of the North twenty-one (21) feet of Lot thirteen (13) in Block twenty (20) East King Tract. East of Farragona Street, according to map of City of Pensacola Copyrighted by Thos. C. Watson in 1906.

13-1S-31-1100-003-033

The East 163.09 feet of that portion of Lot 33, lying South of State Road No. 8, according to Plat of Section 13, Township 1 South, Range 31 West, Escambia County, Florida, recorded in Deed Book 104, at Page 400, containing 1.7 acres, more or less.

One-half of all oil and mineral rights previously reserved.

00-0S-00-9025-002-265

The South 47 feet of the North 155 feet of the East half of Block 265, NEW CITY TRACT, City of Pensacola, Escambia County, Florida, according to map of said city copyrighted by Thomas C. Watson in 1906.

27-1S-30-3101-014-035

Begin at the Northeast corner of Lot 35, per subdivision plat recorded in Deed Book 89 at page 226, in Section 27, Township 1 South, Range 30 West, Escambia County, Florida.
Thence run South along East line of Lot 35, for 330 feet for Point of Beginning; thence continue same line 300 feet; thence run 90 degrees right for 193 feet; thence run 90 degrees right for 270 feet; thence run 90 degrees left to State Road No-95 Easterly Right-of-way line; thence run Northwesterly along Right-of-way line of St. Rd., to the intersection with a line parallel to and 30 feet North, of line just run; thence East on line to point of Beginning.

30-1S-30-5110-000-001

Begin at the intersection of the E R/W line of State Road #8-A (1-110-300' R/W) and the N R/W line of Burgess Road (120' R/W); thence N along the E R/W line of said State Road #8-A for a distance of 30.00'; thence E, parallel to the N line of said Burgess Rd. for a distance of 60.00'; thence S, parallel to the E R/W line of said State Road #8-A, for a distance of 40.00' to N R/W line of said Burgess Rd. (100' R/W); thence W along the N line of said Burgess Rd. for a distance of 10.09'; thence N at right angles for a distance of 10.00'; thence W at right angles, along the N R/W line of said Burgess Road (120' R/W) for a distance of 50.00' to the Point of Beginning. All lying and being in Section 30, T18, R30W, Escambia County, Florida, with Ingress-Egress & Utility Easement as follows: Commence at the intersection of the E R/W line of State Road #8-A (1-110-300' R/W) and the N R/W line of Burgess Road (120' R/W); thence N along the E R/W line of said State Road #8-A for a distance of 30.00 feet; thence E parallel to the N line of said Burgess Road for a distance of 60.00'; thence S parallel to the E R/W line of said State Road #8-A for a distance of 30.00' to the Point of Beginning; thence continue S parallel to said E R/W line for a distance of 10.00' to the N R/W line of said Burgess Road (100'-R/W); thence E along the N line of said Burgess Road for a distance of 82.00'; thence N, parallel to the E R/W line of said State Road #8-A, for a distance of 10.00'; thence W, parallel to the N R/W line of said Burgess Road for a distance of 82.00' to the Point of Beginning. All lying and being in Section 30, T18, R30W, Escambia County Florida.

18-1S-30-4111-000-002

Commence at the Northeast corner of Government Lot 4, Section 18, Township 1 South, Range 30 West, Escambia County, Florida; thence South along the East line of said Lot 4 for a distance of 330.00 feet; thence Westerly at an interior angle to the left of 90°26'22" for a distance of 25.60 feet to the West R/W line of Davis Highway (State Road 291, 80 feet R/W) and the point of beginning; thence, continue Westerly along the projection of the aforesaid line for a distance of 250.00 feet; thence Southerly at an interior angle to the right of 98°36'30", for a distance of 54.84 feet; thence Easterly at an interior to the right of 81°23'30", for a distance of 248.84 feet to a point on the said West R/W of Davis Highway; thence Northeasterly along said R/W and along the arc of a curve having a radius of 995.37 feet and a delta of 30°10'01" for an arc distance of 55.02 feet to the point of beginning. Containing 0.31 acres, more or less, all lying and being in Section 18, Township 1 South, Range 30 West, Escambia County, Florida.

11-1S-30-1101-022-380

A parcel of land in Section 11, Township 1 South, Range 30 West, Escambia County, Florida, containing 9711 square feet more or less and described as follows: Commence at the intersection of the northerly right-of-way line of Devens Street, (40' R/W) according to plat of Big City as recorded in Deed Book 87 at page 244 of the Public Records of said County, and the westerly right-of-way line of U.S. Highway 29 (200' R/W); thence go North 15° 12' 46" W along the West right-of-way line of U. S. Highway 29 a distance of 100.00 feet to the Point of Beginning of this description; thence continue North 15° 12' 46" West along said right-of-way line a distance of 100.00 feet; thence go North 90° 00' 00" West a distance of 112.52 feet to the easterly right-of-way line of the St. Louis & San Francisco Railroad right-of-way (100' R/W); thence go South 27° 23' 27" East along said railroad right-of-way line a distance of 108.68 feet; thence go South 90° 00' 00" East a distance of 88.76 feet to the Point of Beginning.

30-1S-30-2503-000-000

Begin at the Southeast corner of Lot 22, Plant-A-Garden, according to the plat of that subdivision recorded in Plat Book 1 at Page 39 of the public records of Escambia County, Florida; thence North along the East line of said Lot 22 a distance of 210 feet to the Northeast corner of said Lot 22; thence West along the North line of said lot a distance of 232.60 feet (which point is 155.57 feet East of the East line of Davis Highway); thence South 02 degrees 44 minutes 30 seconds West a distance of 210 feet to the South line of said Lot 22; thence South 87 degrees 15 minutes East along the South line of said Lot 22 a distance of 230.90 feet to the point of beginning of this description. SUBJECT TO that portion thereof, if any, lawfully dedicated as Creighton Boulevard, by operation of law or otherwise.

00-0S-00-9020-006-040

Lot 8, Block 40, East King Tract, per map of the City of Pensacola, Florida copyrighted by Thomas C. Watson in 1906.

52-2S-30-2501-000-017

A parcel of land in Section 52, Township 2 South, Range 30 West, Escambia County, Florida, described as follows:
Commence at a permanent reference monument at the Southeast corner of Block 9, Corry, a subdivision according to plat recorded in Plat Book 1 at Page 85 of the Public Records of said County; thence go S 82°10'00" W along the South line of the said Block 9, a distance of 270.00 feet to the East line of Corry Drive (a County R/W, 50 feet in width); thence go N 07°50'00" W along the East line of Corry Drive, a distance of 120.00 feet to the North boundary of the said Corry Subdivision; thence go S 82°10'00" W a distance of 496.80 feet to a concrete monument; thence go N 87°59'00" W, a distance of 686.44 feet to the East line of Navy (Admiral Murry) Boulevard, a County right-of-way 200 feet in width; thence go N 02°01'00" E along the East line of the said Navy Boulevard, a distance of 1242.48 feet to the center line of Jackson Creek and the point of beginning of this description; thence continue N 02°01'00" E and along the said right-of-way line, a distance of 121.52 feet to the South line of the property conveyed to Teanoco, Inc. by Warranty Deed recorded in O.R. Book 281 at Page 690 of the Public Records of said County; thence go S 87°59'00" E a distance of 189.51 feet to the center line of Jackson Creek; thence go Southwesterly along the center line of the said creek, a distance of 225 feet, more or less, to the point of beginning, containing 11.515 square feet, more or less. Said property being the same parcel as that described in O.R. Book 983 at Page 66 of the Public Records of said County.

23-1S-30-1201-002-041

Beginning at a concrete monument being the Southeast corner of Lot 41, Section 23, Township 1 South, Range 30 West, Escambia County, Florida; thence South 89°56'52" West along the south line of said Lot 41 a distance of 115.00 feet; thence North 00°00'00" East parallel to the East line of said Lot 41 a distance of 15.00 feet for the point of beginning; thence continue along same course a distance of 185.51 feet; thence North 59°58'45" West a distance of 75.72 feet; thence South 00°00'00" West a distance of 54.66 feet; thence South 90°00'00" West a distance of 30.00 feet; thence South 00°00'00" West a distance of 168.67 feet; thence North 89°56'52" East a distance of 95.00 feet to the point of beginning.

Together with a non-exclusive easement over the following described property:

South 15 feet of East 95 feet of West 545 feet of Lot 41, Section 23, Township 1 South, Range 30 West, Escambia County, Florida.

38-1S-30-2304-000-007

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF S.R. #95, U.S. HIGHWAY 29 (200' R/W) AND THE SOUTHERLY RIGHT-OF-WAY LINE OF OAKFIELD ROAD (50' R/W); THENCE S 22°42'35" E ALONG SAID RIGHT-OF-WAY LINE OF U.S. HIGHWAY 29 FOR A DISTANCE OF 408.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 22°42'35" E FOR A DISTANCE OF 59.36 FEET; THENCE N 86°14'00" E FOR A DISTANCE OF 54.00 FEET; THENCE N 00°14'00" E FOR A DISTANCE OF 50.00 FEET; THENCE N 89°06'00" W FOR A DISTANCE OF 77.01 FEET TO THE POINT OF BEGINNING. CONTAINING 0.08 ACRE, MORE OR LESS, AND ALL LYING AND BEING IN SECTION 38, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

16-2S-30-2300-003-038

Fraction of lot 7 and 8 Block 38 O.R. 220 Page 41 Oakcrest Subdivision Plat ^{of} Book 67 Page 28 Less O.J. 28 Page 867 for State Road S-289 A Rightway

22-1S-30-5101-006-002

Commence at the intersection of the North line of Lot 2 of a subdivision of the South 1/2 of Lot 3 of Section 22, Township 1 South, Range 30 West, Escambia County, Florida, as recorded in Deed Book 94 at Page 14 of the public records of said County and the Easterly right-of-way line of St. Louis and San Francisco Railroads; thence run S 16°04'50" E along said Easterly right-of-way line for 568.80 feet for the POB; thence run S 88°22'50" E for 216.85 feet to the Westerly right-of-way line of Interstate Highway (I-10); thence run N 24°20'10" E along said right-of-way line for 17.88 feet; thence run N 76°59'44" E along said right-of-way line for 243.48 feet; thence run N 7°28'50" W along said right-of-way line for 168.58 feet; thence run N 87°53'50" W for 27.83 feet to the Easterly right-of-way line of Rops Drive (66'E/W); thence run S 2°06' 10" W along said right-of-way line for 114.00 feet to the point of curvature of a curve concave to the Northwest having a radius of 271.73 feet and a delta angle of 90°04'20" (chord bearing S 47°08'20" W, chord distance of 384.53 feet) run Southwesterly along the arc of said curve for an arc distance of 427.18 feet to the point of tangency of said curve; thence run N 87°49'30" W for 1.15 feet to the Easterly right-of-way line of said Railroad; thence run S 16°04'50" E along right-of-way line of RR for 15.84' to the POB.

46-1S-30-2001-009-051

The West 10.00 feet of the North 55.00 feet of Lots 9 and 10, Block 51 of Brentwood Park, a subdivision of a portion of Sections 46 and 47, Township 1 South, Range 30 West and Sections 8 and 10, Township 2 South, Range 30 West, Escambia County, Florida as recorded in Plat Book 1 at Page 11 of the public records of said county.

34-2S-30-0400-001-040

For Point of Beginning start at the Northwest corner of Lot 1, Plat Deed Book 126, Page 27 and the Easterly right-of-way line of Pensacola Nunez Ferry Road; run Southerly along the East right-of-way line 15 feet to Point of Beginning; thence run Easterly 226' parallel with the North line of J. H. Webb line; thence Southerly 75'; thence Westerly 209' parallel with North line; thence Northerly 106' to the Point of Beginning, being in Section 34, T-2-S, R-30-W, in Escambia County, Florida.

More particularly described as follows:

Commence at the intersection of the Easterly right-of-way of Pensacola-Nunez Ferry Road (66' R/W, now known as Mobile Highway 106' R/W) and the Westerly projection of the center-line of Dogwood Drive (30' R/W), said intersection formerly known as the Northwest corner of Lot 1 according to the Plat recorded in Deed Book 126 at Page 22 of the Public Records of Escambia County, Florida; thence go South 42 degrees 03 minutes 26 seconds East along the right-of-way of said Pensacola-Nunez Ferry Road a distance of 16.83 feet to the intersection of the Westerly projection of the Southerly right-of-way of the aforesaid Dogwood Drive; thence go North 75 degrees 31 minutes 00 seconds East along said Southerly right-of-way projection a distance of 157.67 feet to the Point of Beginning; thence continue North 75 degrees 31 minutes 00 seconds East along said Southerly right-of-way a distance of 66.33 feet; thence go South 38 degrees 29 minutes 19 seconds East a distance of 75.00 feet; thence go South 68 degrees 31 minutes 24 seconds West a distance of 119.61 feet; thence go North 16 degrees 39 minutes 25 seconds West a distance of 19.93 feet to the beginning of a non-tangent curve concave Easterly having a radius of 195.00 feet; thence go Northerly along the aforesaid curve having a radius of 195.00 feet, an arc distance of 66.76 feet (CH = 66.44', CH BRC = N-03°06'37" E) to the Point of Beginning. The above described parcel of land is situated in Section 34, Township 2 South, Range 30 West, Escambia County, Florida, and contains 0.1718 acres, more or less.

02-1S-30-0601-000-041

The North 60 feet of Lot 40, Hillside Subdivision, Section 2, Township 1 South, Range 30 West, less Deed Book 479, page 451 for road right of way, Escambia County, Florida.

12-1S-30-1001-008-001

That portion of Section 12, Township 1 South, Range 30 West, Escambia County, Florida, described as follows:
Commence at the intersection of the West Line of Government Lot 1 of said Section and the Southerly right of way line of State Road No. 10 (Also known as Nine Mile Road (200' R/W); thence Easterly along said Southerly right of way line for 33.00 feet to the Easterly right of way line of 33.0 foot wide road; thence continue Easterly along said Southerly right of way line for 281.00 feet to the Point of Beginning; thence continue Easterly along said Southerly right of way line for 181.00 feet; thence Southerly deflecting right 90°54'00" for 149.60 feet; thence Westerly deflecting right 89°06'00" for 181.00 feet; thence Northerly deflecting right 90°54'00" for 149.60 feet to the Point of Beginning.

16-1S-30-3302-000-001

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 16,
TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY,
FLORIDA;
THENCE GO NORTH 03 DEGREES 08 MINUTES 38 SECONDS
EAST ALONG THE WEST LINE OF SAID SECTION 16 A
DISTANCE OF 1661.10 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE NORTH 03 DEGREES 08 MINUTES 38
SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 12.85
FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE
ROAD #291, DAVIS HIGHWAY (80' R/W);
THENCE GO NORTH 26 DEGREES 02 MINUTES 44 SECONDS
EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A
DISTANCE OF 167.44 FEET;
THENCE GO SOUTH 88 DEGREES 38 MINUTES 41 SECONDS
EAST A DISTANCE OF 146.72 FEET;
THENCE GO SOUTH 01 DEGREES 21 MINUTES 19 SECONDS
WEST A DISTANCE OF 165.00 FEET;
THENCE GO NORTH 88 DEGREES 38 MINUTES 41 SECONDS
WEST A DISTANCE OF 217.00 FEET TO THE POINT OF
BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN
SECTION 16, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA
COUNTY, FLORIDA AND CONTAINS 0.70 ACRES MORE OR
LESS.

34-2S-30-0020-002-002 and 34-2S-30-0010-001-002

PARCEL NO. 1:

Commence at the Northeast Corner of the Juan Dominguez Grant,
Section 34, Township 2 South, Range 30 West, thence South 73
degrees 30 minutes West along its North line 955 2/3 feet to
the POINT OF BEGINNING, thence South 15 degrees 56 minutes
East in a line parallel to the East line of said Grant 807.2
feet, thence North 74 1/2 degrees West 227.8 feet, thence North
15 degrees 56 minutes West 800 feet, more or less, thence North
73 degrees 30 minutes East 227.8 feet to POINT OF BEGINNING.
Containing 4.22 acres, more or less.

PARCEL NO. 2:

Begin at a point on the North line of Lot 2 of the Juan Dominguez
Grant, Section 34, Township 2 South, Range 30 West, 1363 feet West
of the Northeast corner of the said Grant, thence Southerly paral-
lel with the East line of the said Lot 2, 800 feet, more or less,
to a point in the South line of the said Lot, thence with the said
Lot line Easterly 106 feet, thence Northerly parallel with the East
line of the said Lot to the North line of said Grant, thence West-
erly with the said Grant line 106 feet to the POINT OF BEGINNING.
Containing 2 acres, more or less.

LESS AND EXCEPT two parcels deeded out of Parcel No. 1 by Deeds of
record in Deed Book 359 Page 85 and Deed Book 547 Page 623, Public
Records of Escambia County, Florida; AND
LESS AND EXCEPT that portion of Parcel No. 1 and Parcel No. 2, in-
cluded in Right of Way for State Road No. S-289-A.

34-2S-30-0180-000-002

Lot Two (2), in Gulf States Manor Subdivision, a subdivision of
a portion of Section 34, Township 2 South, Range 30 West, accord-
ing to plat thereof recorded in Plat Book 2 Page 93 of the Public
Records of Escambia County, Florida.

AND

That portion of Lot 1, of Gulf States Manor, a subdivision of a
portion of Section 34, Township 2 South, Range 30 West, Escambia
County, Florida, described according to plat of said subdivision
recorded in Plat Book 2 at Page 93 of the records of Escambia
County, Florida, described as follows: Begin at the Northwest
Corner of said Lot 1, thence Easterly along the North line of the
said Lot 1, a distance of 11 feet; thence Southerly a distance of
100.5 feet to the Southwest Corner of the said Lot 1; thence
North along the West line of the said Lot 1, a distance of 101.45
feet to the Point of Beginning.

LESS AND EXCEPT that portion of caption property lying within the
right of way of State Road #295, conveyed to the State of Florida
by instrument recorded in Deed Book 536 Page 225, Public Records
of Escambia County, Florida.

RCD Nov 25, 2002 02:41 pm
Escambia County, Florida

34-2S-30-0170-001-001

Lt 1 less Martha Ave Murray Hill PB 2 P 37 OR 331 P 215

ERNIE LEE MABANA
Clerk of the Circuit Court
INSTRUMENT 2002-031852

14-1N-31-1001-001-003

A parcel of land located in Lot one (1) of the original subdivision of the Manuel Gonzalez Grant, also known as Section Fourteen (14), Township One (1) North, Range Thirty-One (31) West, more particularly described as follows: Beginning on the North line of said Section Fourteen (14) at a point where said North Line intersects the Easterly right-of-way line of the Pensacola-Floation Highway (State Road No. 95) and run thence Southerly along said Easterly right-of-way line a distance of three hundred seventy-four and two-tenths feet (374.2') to point of beginning; thence continue along same line a distance of one hundred feet (100') to a point; thence run at an angle of 91 degrees 20 minutes to the left a distance of seventy-five and seventy-two one-hundredths feet (75.72') to a point on the Westerly right-of-way line of the Louisville and Nashville Railroad Company; thence run at an angle of 87 degrees 25 minutes to the left and Northerly along said Westerly right-of-way line a distance of ninety-seven and four one-hundredths feet (97.04') to a point; thence run at an angle of 90 degrees 20 minutes to the left a distance of seventy-seven and eighty-five one-hundredths feet (77.85') to point of beginning.

26-1S-30-3000-000-002

Commence at the Northwest corner of Section 26, Township 1 South, Range 30 West, Escambia County, Florida (Francisco Colain Grant); and then run North 56°39' East along the North line of Section 26, a distance of 1833.92 feet for the point of beginning on the Southerly right-of-way line of State Road No. 8 (Interstate 10); then run South-easterly along a curve with a radius of 5879.65 feet (the curve being the Southerly right-of-way line of said State Road No. 8 (Interstate 10) an arc distance of 800 feet to a point on the said curve; then deflecting 90°00'00" right, run Southerly a distance of 75 feet; then deflecting 90°00'00" to the right, run North-westerly along a curve with a radius of 5804.65 feet (said curve being 75 feet Southerly of and running parallel to the aforesaid curve which is the Southerly right-of-way of said State Road 8 (Interstate 10) an arc distance of 800 feet; then deflecting to the right, run Northerly a distance of 75 feet, more or less, to the point of beginning.

Described land being a strip of property running parallel and along the Southerly right-of-way of State Road No. 8 (Interstate 10) with an arc length of 800 feet and width of 75 feet, and containing approximately 1.38 acres, more or less.

More particularly described as follows:

Begin at the intersection of the North line of Section 26, Township 1 South, Range 30 West, Escambia County, Florida, and the Southerly right-of-way line of State Road Number Eight (I-10, 300' R/W); thence Easterly along a curve concave to the Northeast having a radius of 5879.65 feet, an arc distance of 800.00 feet (CH=799.37'; CH-BRG=882°07'51"E); thence go South 07 degrees 52 minutes 09 seconds West a distance of 75.17 feet; thence go Westerly along a curve concave to the Northeast having a radius of 5954.48 feet, an arc distance of 799.97 feet (CH=799.37'; CH BRG=N82°07'51"W); thence North 07 degrees 52 minutes 09 seconds East a distance of 75.17 feet to the point of beginning. The above described parcel of land is situated in Section 26, Township 1 South, Range 30 West, Escambia County, Florida, and contains 1.3742 acres, more or less.



#120410

[Back](#)

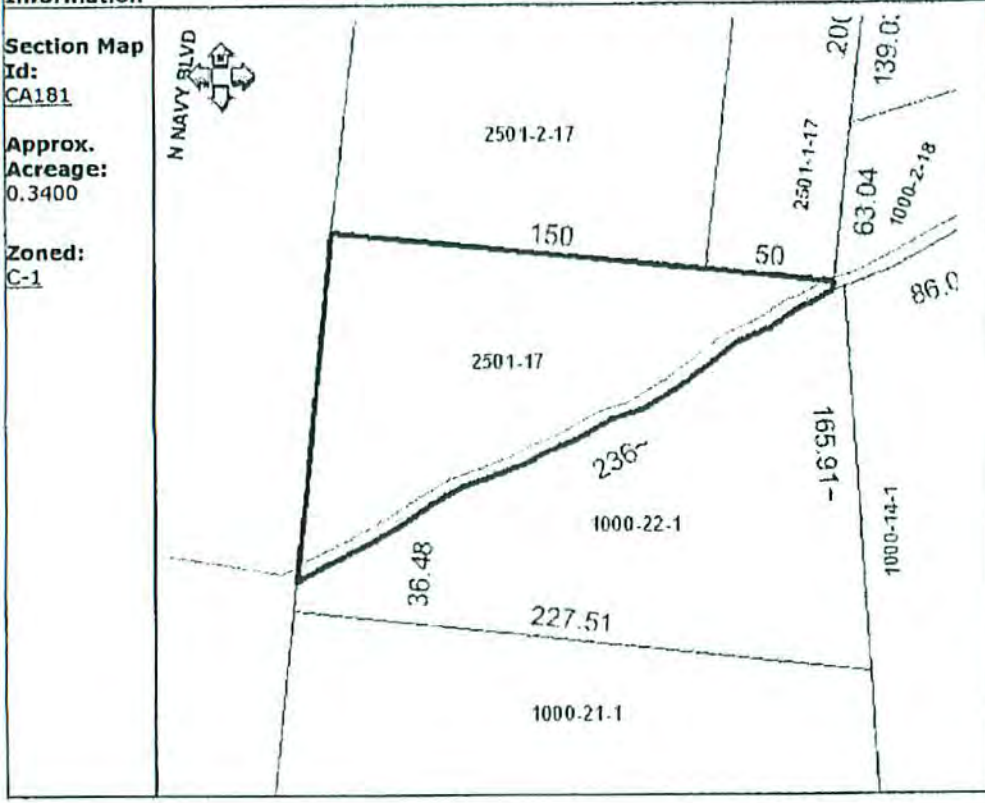
[Restore Full Page Version](#)

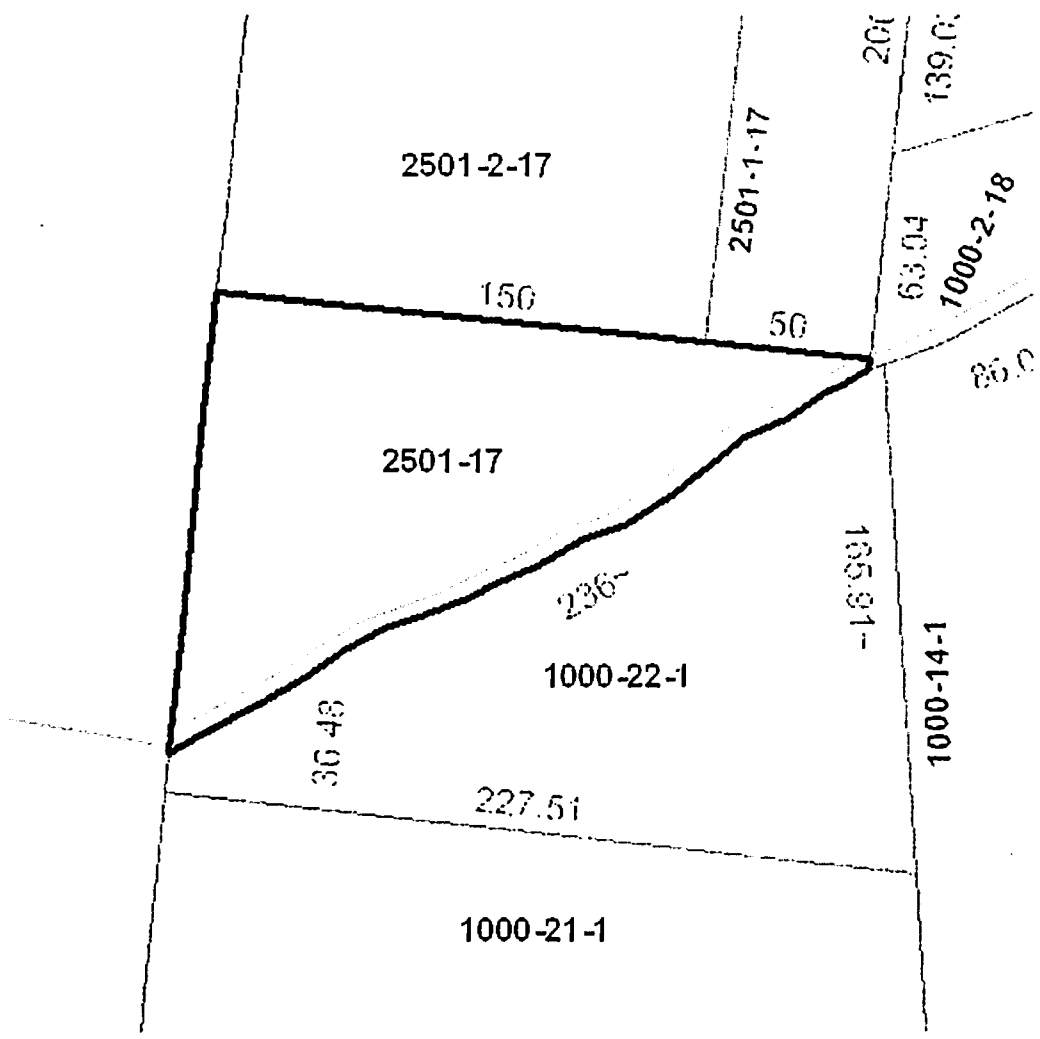
Source: Escambia County Property Appraiser

General Information		2010 Certified Roll Assessment	
Reference:	522S302501000017	Improvements:	\$0
Account:	083434000	Land:	\$56,278
Owners:	WOS PROPERTIES LLC	Total:	\$56,278
Mail:	PO BOX 422 MILTON, FL 32572	Save Our Homes:	\$0
Situs:	680 N NAVY BLVD 32507	Disclaimer	
Use Code:	VACANT COMMERCIAL	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data		2010 Certified Roll Exemptions	
Sale Date	Book Page Value Type	Official Records (New Window)	None
11/2002	5018 244 \$100 WD	View Instr	
09/1983	1807 583 \$31,500 WD	View Instr	
01/1976	983 66 \$6,000 WD	View Instr	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court		Legal Description	BEG AT SE COR OF BLK 9 CORY S/D PB 1 P 55 S 82 DEG 10 MIN 0 SEC W ALG S LI OF SD BLK 270 FT TO E...
		Extra Features	None

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





Escambia County Tax Collector

generated on 12/6/2010 12:54:53 PM CST

Tax Record

Last Update: 12/6/2010 12:51:34 PM CST

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
08-3434-000	REAL ESTATE	2010			
Mailing Address WOS PROPERTIES LLC PO BOX 422 MILTON FL 32572		Property Address 680 N NAVY BLVD			
	GEO Number 522S30-2501-000-017				
Exempt Amount	Taxable Value				
See Below	See Below				
Exemption Detail NO EXEMPTIONS	Millage Code 06	Escrow Code			
Legal Description (click for full description) 522S30-2501-000-017 680 N NAVY BLVD BEG AT SE COR OF BLK 9 CORRY S/D PB 1 P 55 S 82 DEG 10 MIN 0 SEC W ALG S LI OF SD BLK 270 FT TO E LI OF CORRY DR (50 FT R/W) N 7 DEG 50 MIN 0 SEC W ALG E LI OF CORRY DR See Tax Roll For Extra Legal					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	56,278	0	\$56,278	\$392.57
PUBLIC SCHOOLS					
By Local Board	2.2290	56,278	0	\$56,278	\$125.44
By State Law	5.6310	56,278	0	\$56,278	\$316.90
SHERIFF	0.6850	56,278	0	\$56,278	\$38.55
WATER MANAGEMENT	0.0450	56,278	0	\$56,278	\$2.53
Total Millage		15.5655	Total Taxes		\$875.99
Non-Ad Valorem Assessments					
Code	Levying Authority				Amount
NFP	FIRE (CALL 595-4960)				\$9.88
Total Assessments					\$9.88
Taxes & Assessments					\$885.87
If Paid By					Amount Due
					\$0.00
Date Paid	Transaction	Receipt	Item	Amount Paid	
11/29/2010	PAYMENT	9834526.0011	2010	\$850.44	

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401



Commitment to Insure

Issued through the Office of:

JONES CREEK EAST STREAM RESTORATION PROJECT

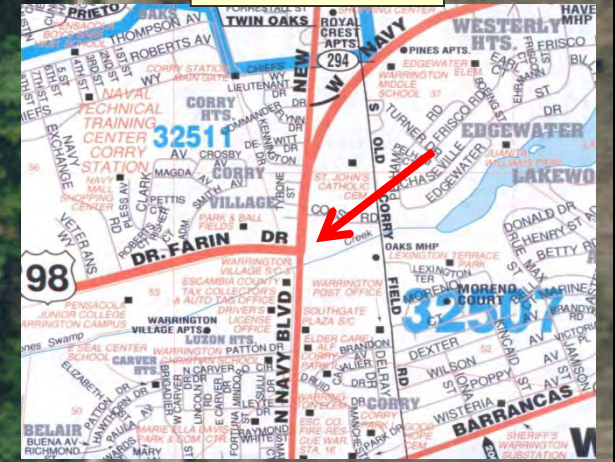
2006 AERIAL PHOTOS



SIGN LOCATION

N NAVY BLVD

VICINITY MAP



ESCAMBIA COUNTY
PUBLIC WORKS BUREAU

LWG 09/16/10 DISTRICT 2

OWNER: WOS PROPERTIES LLC / PARCEL REFERENCE NUMBER: 52-2S-30-2501-000-017
ACCOUNT NUMBER 083434000 / APPROX. 0.34 ACRES
APPRAISED VALUE : \$45,000



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1280

County Administrator's Report Item #: 12. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/01/2011

Issue: Conveyance of an Overhead Distribution Easement for Electric Service to Gulf Power Company

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of an Overhead Distribution Easement for Electric Service to Gulf Power Company - Joy D. Blackmon, P.E., Director, Public Works Department

That the Board take the following action concerning the conveyance of an Overhead Distribution Easement for Electric Service to Gulf Power Company, on County-owned property located on Rockey Branch Road for the Escambia River Muzzle Loaders shooting range site:

A. Approve granting an Overhead Distribution Easement for Electric Service to Gulf Power Company, on County-owned property located on Rockey Branch Road for the Escambia River Muzzle Loaders shooting range site; and

B. Authorize the Chairman to sign the Easement document and any other documents, subject to Legal review and sign-off, associated with the granting of the Overhead Distribution Easement to Gulf Power Company.

Escambia County owns property located on Rockey Branch Road, which is under lease to Escambia River Muzzle Loaders, Inc., for use as a shooting range. Escambia River Muzzle Loaders, Inc., plans to improve and upgrade the shooting range. To provide electrical service from Rockey Branch Road into the shooting range site, Gulf Power is requesting the conveyance of an Overhead Distribution Easement. Board approval is required for the conveyance of this Easement. Engineering staff reviewed Gulf Power's request for said Easement and has no objections.

[Funding Source: Funds for incidental expenditures associated with the recording of documents are accessed by the Escambia County Clerk's Office from an Engineering Escrow Account]

BACKGROUND:

Escambia County owns property located on Rockey Branch Road, which is under lease to Escambia River Muzzle Loaders, Inc., for use as a shooting range. Escambia River Muzzle Loaders, Inc., plans to improve and upgrade the shooting range. To provide electrical service from Rockey Branch Road into the shooting range site, Gulf Power is requesting the conveyance of an Overhead Distribution Easement. Board approval is required for the conveyance of this easement. Engineering staff reviewed Gulf Power's request for said easement and have no objections.

BUDGETARY IMPACT:

Funds for incidental expenditures associated with the recording of documents are accessed by the Escambia County Clerk's Office from an Engineering Escrow account.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will review and approve the Easement for Electric Service document prior to execution and recording.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will have the easement executed by the Chairman and attested by the County Clerk's office, with copies provided to Gulf Power Company. County staff will continue to work with Gulf Power Company in meeting their requirements to provide electrical service.

Attachments

Easement

Map



This Legal Document
Prepared by William Maudlin
Gulf Power Company
One Energy Place
Pensacola, Florida 32520-0093

OVERHEAD DISTRIBUTION EASEMENT

WO# 55A347 (Esc River Muzzle Loaders Site)
TAX ID# 24-2N-31-1302-000-000
EN # 96388

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, 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 right to construct, maintain and operate its line of poles (consisting of necessary poles) as the same shall be located by said Company, with the right from time to time to string wires thereon for the distribution of electric power, together with the right to allow the attachment of utilities providing communication or related services; and also the right to install, maintain and use the necessary anchors and guy wires in connection therewith upon, over and across the following described land in Escambia County, Florida, to-wit:

A THIRTY FOOT (30') STRIP OF LAND LYING FIFTEEN FEET (15') ON EACH SIDE OF THE CENTERLINE OF THE ELECTRICAL FACILITIES AS INSTALLED AND OR TO BE INSTALLED AS SHOWN ON THE ATTACHED EXHIBIT "A" ON THE FOLLOWING DESCRIBED LAND IN ESCAMBIA COUNTY, FLORIDA, TO-WIT:

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24,
TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

IT IS UNDERSTOOD AND AGREED 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.

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.

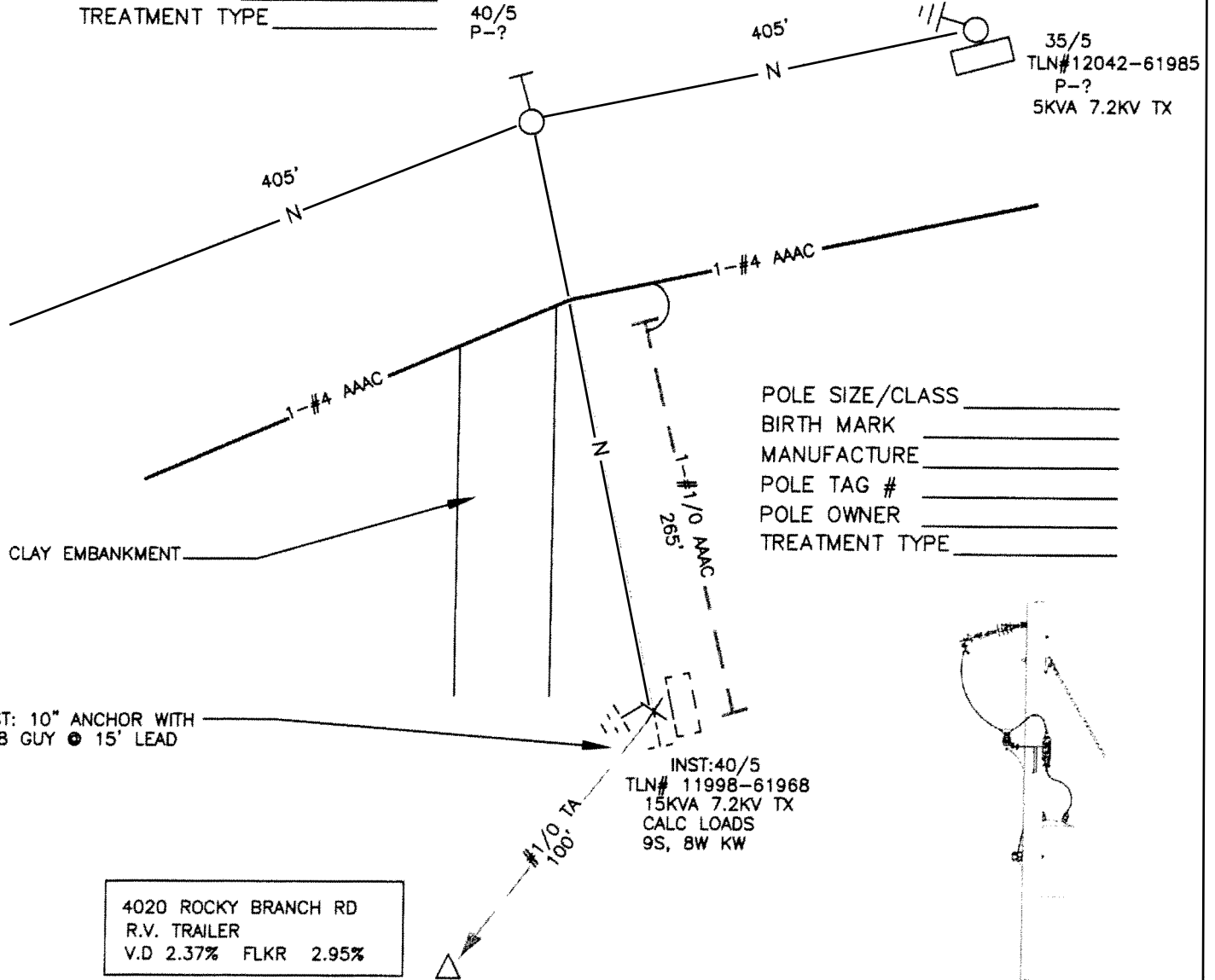
By: _____
Kevin W. White, Chairman

Attest: Ernie Lee Magaha
Clerk of the Circuit Court

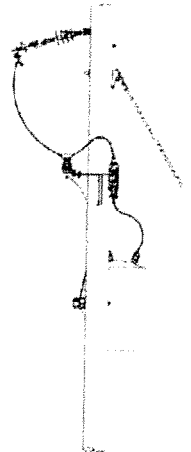


Exhibit "A"

POLE SIZE/CLASS _____
 BIRTH MARK _____
 MANUFACTURE _____
 POLE TAG # _____
 POLE OWNER _____
 TREATMENT TYPE _____



POLE SIZE/CLASS _____
 BIRTH MARK _____
 MANUFACTURE _____
 POLE TAG # _____
 POLE OWNER _____
 TREATMENT TYPE _____



PAGE 1 OF 2
PROPOSED LINES AND POLES LOCATIONS



SUBJECT: ESCAMBIA RIVER MUZZLE LOADERS

LOCATION: 4020 ROCKY BRANCH RD

JETS REF. #

247011



DRN. BY: NBK

DATE: 4/4/11

E.A.#

MAP# 84

REV. BY:

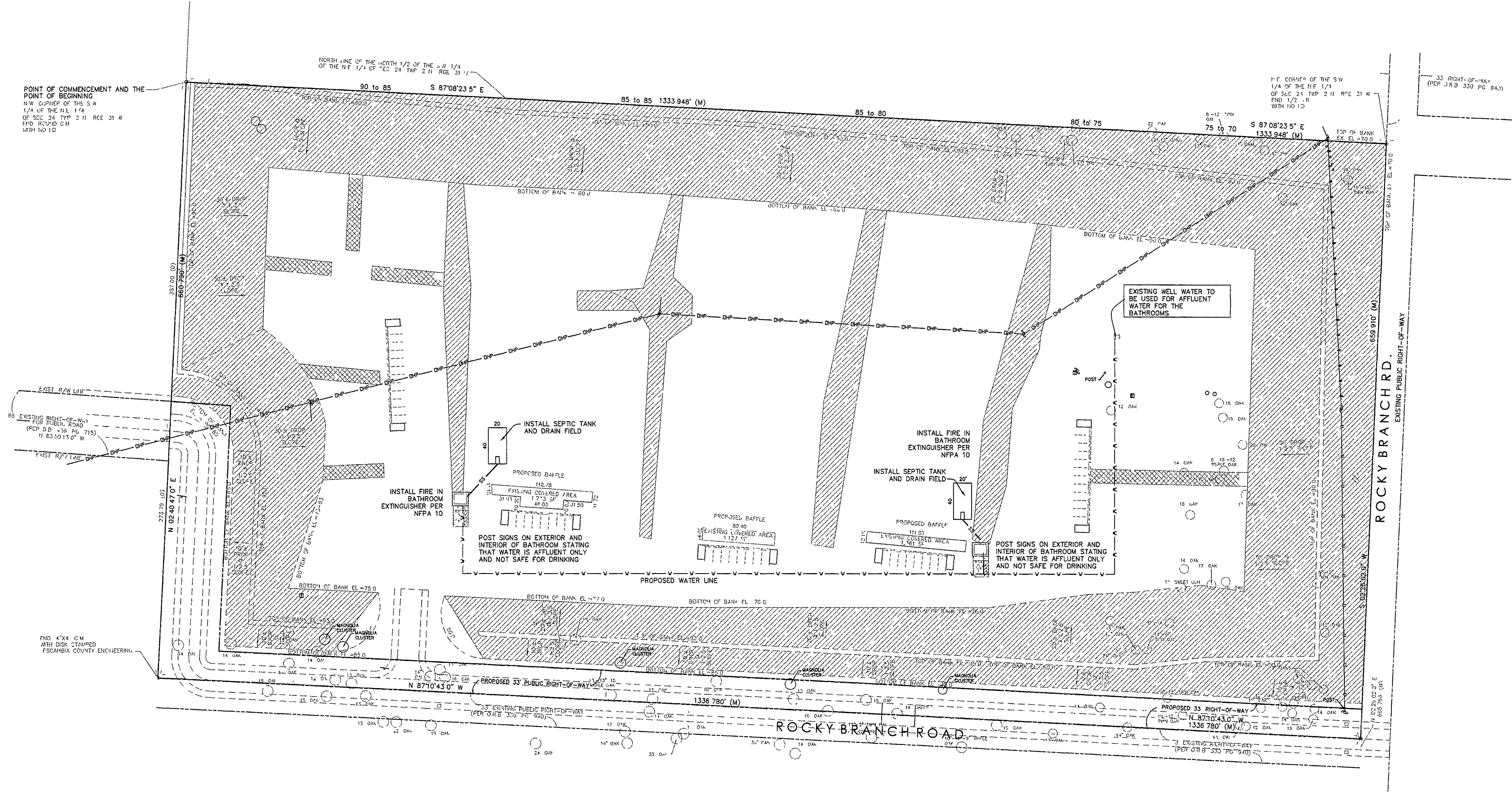
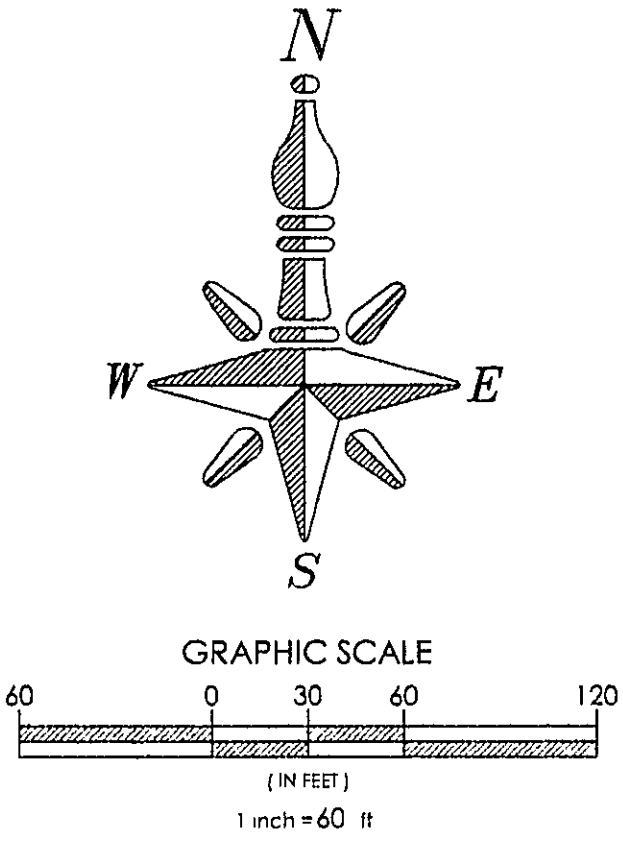
DATE:

SCALE: N/A

OCB# 5382

DSO: 55A347

PAGE 2 OF 2 EXISTING LINES AND POLES



NO	DATE	REVISIONS
4	9-28-10	ADDED ADDITIONAL DRAINAGE DETAILS
5	12-2-10	ADDED ADDITIONAL INFORMATION AS REQUESTED
6	12-30-10	ADDED ADDITIONAL INFORMATION AS REQUESTED
7	1-4-11	CORRECTED ERRORS

CHARLIE MILLER
RANGE DESIGNER
392 MAN-O-WAR CIRCLE
CANTONMENT FL 32533
PHONE (850) 479-1273 CELL (850) 454-7412
E-MAIL cmiller11@bellsouth.com

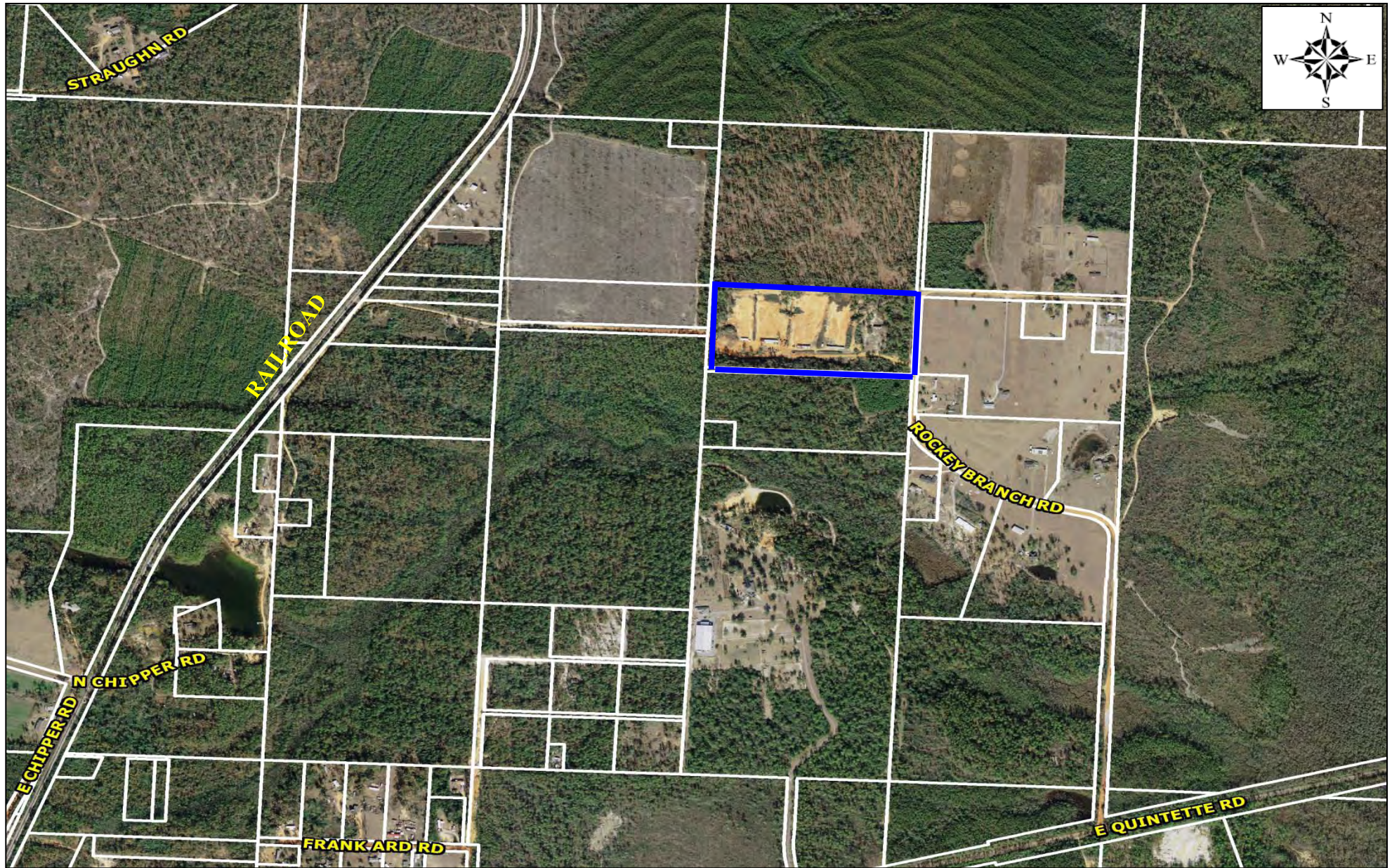
GARY S. BISHOP, P.E.
48000 HIGHWAY 90 BOX 154 PACE FL 32571
PHONE (850) 712-7818 FAX (864) 631-9483
E-MAIL gsbishop@yahoo.com

Proposed Redesign Sketch of
**ESCAMBIA RIVER MUZZLE
LOADERS SKETCH**
Prepared for
Charlie Miller
Situated in
ESCAMBIA COUNTY FLORIDA

DRAWN BY	RPA
DESIGNED BY	CM
CHECKED BY	CSB
DATE	1/7/8
SCALE	1" = 60'
NOT RELEASED FOR CONSTRUCTION	
PROJECT NO	08-001
FILE NO	site dwg
SHEET	5 OF 7

UTILITY PLAN

PROPOSED OVERHEAD DISTRIBUTION EASEMENT TO GULF POWER COMPANY / ESCAMBIA RIVER MUZZLE LOADERS



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT
JCC 06/13/11 DISTRICT 5

 COUNTY PROPERTY / MUZZLE LOADER SITE



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1316

County Administrator's Report Item #: 12. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/01/2011

Issue: Recommendation Concerning Purchase Order for the Okaloosa County IT Fund

From: Robin Wright

Organization: Court Administration

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Purchase Order for the Okaloosa County IT Fund - Robin Wright,
Court Administrator

That the Board approve the issuance of a Purchase Order, in the amount of \$54,647, to Courtsmart Digital Systems to be paid from Fund 115, Article V Fund, Cost Center 410516 (Okaloosa County CA IT), Account 55201 and 56401. The funds will be used to purchase digital recording equipment for the Okaloosa County Courthouse.

BACKGROUND:

Escambia County currently possesses the Court System IT fund revenue collected by Okaloosa County. This purchase has already been approved by the Okaloosa Board of County Commissioners at the regular meeting on August 2, 2011.

At its regular meeting on August 2, 2011, the Okaloosa County Board of Commissioners formally approved a budget amendment in the amount of \$109,180.00 for purchase of computers and court reporting equipment for the Judiciary and Court Administration in the new Okaloosa County Courthouse Annex Extension.

BUDGETARY IMPACT:

Funds are available in Fund 115 (Article V), Cost Center 410516 (Okaloosa CA IT).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46 Finance, Article II Purchases and Contracts

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1281

County Administrator's Report Item #: 12. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/01/2011

Issue: Town of Century Amended Interlocal Agreement for Environmental Enforcement Services

From: Gordon Pike

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request from the Town of Century for Additional Environmental Enforcement Services - Gordon C. Pike, Corrections Department Director

That the Board take the following action regarding an amended Interlocal Agreement with the Town of Century:

A. Approve an amended Interlocal Agreement between Escambia County, Florida, and the Town of Century, Florida, for the provision of Code Enforcement services in connection with the abatement of neighborhood nuisances within the corporate limits of the Town of Century; and

B. Authorize the Chairman to sign the amended Interlocal Agreement.

[Funding for all related zoning cases will be provided by the Town of Century. All other costs associated with Environmental Enforcement services will continue to be provided from Cost Center 220488, Community Development Block Grant]

BACKGROUND:

Staff was directed to work with Mayor McCall of Century concerning Environmental Enforcement services.

Staff met with Mayor McCall and attended several workshops with the City of Century Council to discuss establishing an enforcement program within the Town of Century. An Interlocal Agreement was developed, reviewed by the County Attorney's Office and adopted by the Town of Century on January 26, 2009.

February 19, 2009 Escambia County Board of County Commissioners voted to approve the Interlocal Agreement between Escambia County and the Town of Century.

January 2011 staff was contacted by Mayor McCall to discuss expanding enforcement authority in the Town of Century. Staff met with Mayor McCall and the Town of Century Council to discuss amending the current Interlocal Agreement. An Amended Interlocal Agreement was developed, reviewed by the County Attorney's Office and adopted by the Town of Century on August 2, 2011.

BUDGETARY IMPACT:

Cost Center 220488 Community Development Block Grant will provide funding for the cost associated with all nuisance violations. The Town of Century will provide funding for all zoning violations as provided in this Amended Interlocal Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Amended Interlocal Agreement was reviewed by Ryan Ross, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is required for Interlocal Agreements. The action requested in this recommendation coincides with the County's mission statement to provide efficient, responsive services, meet common needs, and promote a safe and healthy community.

IMPLEMENTATION/COORDINATION:

The Environmental Enforcement Division will assure implementation of the Amended Interlocal Agreement.

Attachments

Town of Century Interlocal

Town of Century Interlocal

BCC: 02-19-2009



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

ORGANIZATION: Correction Bureau
FROM: Gordon Pike, Bureau Chief *GP*
DATE: January 29, 2009
ISSUE: Town of Century Interlocal Agreement for Environmental Enforcement Services

RECOMMENDATION:

That the Board take the following action regarding an Interlocal Agreement with the Town of Century:

- A. Approve an Interlocal Agreement between Escambia County, Florida and the Town of Century, Florida for the provision of Environmental Enforcement services in connection with the abatement of neighborhood nuisances within the corporate limits of the Town of Century; and
- B. Authorize the Chairman to sign the Interlocal Agreement.

Funding for this agreement will be provided from Cost Center 220488 Community Development Block Grant.

BACKGROUND:

Staff was directed to work with Mayor McCall of Century concerning Environmental Enforcement services.

Staff met with Mayor McCall and attended several workshops with the City of Century Council to discuss establishing an enforcement program within the Town of Century. An Interlocal Agreement was developed, reviewed by the County Attorney's Office and adopted by the Town of Century on January 26, 2009.

BUDGETARY IMPACT:

Cost Center 220488 Community Development Block Grant will provide funding for the cost associated with this Interlocal Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreement was reviewed by Ryan Ross, Assistant County Attorney.

BCC 02/19/2009
RE: Town of Century Interlocal Agreement for Environmental Enforcement Services
Date January 29, 2009
Page 2 of 2

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

Board action is required for Interlocal Agreements. The action requested in this recommendation coincides with the County's mission statement to provide efficient, responsive services, meet common needs, and promote a safe and healthy community.

IMPLEMENTATION REQUIREMENTS:

The Environmental Enforcement Division will assure implementation of the Interlocal Agreement.

COORDINATION WITH OTHER AGENCIES/PERSONS:

The Interlocal Agreement has been developed in cooperation with the County Attorney's Office, Neighborhood Enterprise Foundation, Inc., and the Town of Century.

CONCUR


Robert R. McLaughlin,
County Administrator

STATE OF FLORIDA
COUNTY OF ESCAMBIA

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA
AND THE TOWN OF CENTURY, FLORIDA FOR THE PROVISION OF CODE
ENFORCEMENT SERVICES IN CONNECTION WITH THE ABATEMENT OF
NEIGHBORHOOD NUISANCES WITHIN THE CORPORATE LIMITS OF THE
TOWN OF CENTURY**

THIS AGREEMENT is made this 19th day of February, 2009, by and between the County of Escambia, a political subdivision of the State of Florida with an administrative address of P.O. Box 1591, Pensacola, Florida, 32597-1591, its successors and assigns (hereinafter, the "County"), acting through its Board of County Commissioners, and the Town of Century, a Florida municipal corporation with an administrative address of P.O. Drawer 790, Century, Florida 32535-0790 (hereinafter, the "Town"), acting through its Town Council.

WITNESSETH:

WHEREAS, the Town and the County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the Town and the County are authorized by section 163.01, Florida Statutes, et seq. to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the Town desires and requests the County to provide code enforcement services, as provided for in Chapter 30 of the Escambia County Code of Ordinances and Chapter 162, Florida Statutes, along with Town Ordinance 5-97 in connection with the abatement of neighborhood nuisance conditions within the corporate limits of the Town; and

WHEREAS, the County is willing and able to provide such services, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the Town agree as follows:

Section 1. Purpose of Agreement

Pursuant to Section 163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the County will provide code Enforcement services, pursuant to Chapter 30 of the Escambia County Code of Ordinance and Chapter 162. Florida Statutes, within the corporate limits of the

Verified By: [Mitchell]

Date: 2/24/09

Town. The recitals contained in the Preamble of this agreement are declared to be true and correct and are incorporated into this agreement.

Section 2. Code Enforcement Functions Activities and Services Defined.

The parties agree that the functions, activities, and services contemplated by the Agreement are all those which, in the discretion of the Town Council of the Town of Century, Florida, are necessary and appropriate to enforce the Town Ordinance No. 5-97, as it may be amended from time to time, along with Chapters 30 and 42 of the Escambia County Code of Ordinances and Chapter 162, Florida Statutes involving abatement of the following:

- (a) Accumulation of debris, rubbish, and trash on private property; and
- (b) Overgrowth of nuisance herbaceous vegetation on private property; and
- (c) Accumulation of abandoned or inoperable vehicles on private property; and
- (d) Unsafe, deteriorated, or dilapidated buildings and structures on private property; and
- (e) Such other violations as provided for under the ordinance.

The parties expressly agree that no performance standards, other than those which are generally applicable to similar enforcement activities by the County elsewhere outside the corporate limits of the Town, are intended or should be inferred as a result of this Agreement.

The parties also expressly agree that the County may elect to enforce these codes using any of the methods established under Chapters 30 and 42 of the Escambia County Code of Ordinances.

Section 3. Rights and Responsibilities of the Town.

The Town shall have the following rights and responsibilities relative to this Agreement:

- (a) To approve this Agreement permitting the County to enforce Chapter 30 of the Escambia County Code of Ordinances and Chapter 162, Florida Statutes along with Town Ordinance 5-97 within the corporate limits of the Town of Century; and

- (b) To receive from the County a complete master listing of all enforcement actions generated within the corporate limits of the Town; and
- (c) Removal of nuisance building and structures, overgrowth of nuisance vegetation, and accumulation of nuisance vehicles and other nuisance conditions hereunder.

Section 4. Rights and Responsibilities of the County.

The County shall have the following rights and responsibilities relative to this Agreement:

- (a) To establish the manner, timing, and conduct of all code enforcement activities hereunder, and
- (b) To investigate and prosecute, as necessary in the County's sole discretion, violations generated within the corporate limits of the Town subject to this Agreement; and
- (c) To employ all reasonable efforts to secure voluntary compliance and abatement of nuisance conditions by affected property owners, consistent with enforcement techniques, measures, and methods employed by the County elsewhere outside the corporate limits of the Town; and
- (d) To file monthly and annual periodic reports detailing a master listing of enforcement actions performed within the Town.
- (e) To contribute \$50,000 from Community Development Block Grant (CDBG) funds towards cost associated with enforcement actions, and
- (f) To recover all unreimbursed enforcement cost incurred by the County pursuant to this Agreement by any lawful means, and to receive and retain without limitation, all fines, forfeitures, penalties, and fees of whatever sort arising out of the actions of the County hereunder in the manner prescribed by Chapters 30 and 42 of the Escambia County Code of Ordinances.
- (g) To comply with all prerequisites and requirements for receipt of Community Development Block Grant funds and to complete all forms and applications necessary for the receipt of CDBG funds, as described in Exhibits 1 of this Agreement.

Section 5. Term of Agreement.

This Agreement shall remain in full force and effect until terminated by either party pursuant to Section 6 here of.

Section 6. Termination.

This Agreement may be terminated by either party at any time and for any reason upon Ninety (90) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any cost then owing to the County by the Town, or which subsequently are owned to the County by the Town as a result of enforcement actions concluded following the effective date of termination.

Section 7 Liability.

- (a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The Town of Century, as a local governmental body of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which results in claims or acts against the Town and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town or the County and nothing herein shall be construed as consent by the Town or the County to be sued by third parties in any matter arising out of this Agreement.
- (b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.

Section 8. Records.

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members 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 owner party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this agreement.

Section 9 Assignment.

The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

Section 10 Headings.

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitles shall modify or be used to interpret the text of any section.

Section 11 Survival.

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 12 Interpretation.

- (a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provision consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.
- (c) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have a drafted or prepared any or all of the terms and provision hereof.

Section 13 Severability.

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other property or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and

enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 14 Further Documents.

The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provision of this Agreement.

Section 15 Notices.

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

County

County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

Town

Mayor
Town of Century
Post Office Drawer 790
Century, Florida 32535

Section 16 Prior Agreements Superseded.

This documents incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreement, or understandings concerning the subject matter to this Agreement, that are not contained in this document. Accordingly, no deviations form the terms and conditions hereof shall be predicted upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and or equal dignity herewith.

Section 17 Governing Law.

This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 18 No Waiver.

The failure of either party to enforce any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 19 Effective Date.

The Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the Town of Century.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and Town of Century signing by and through its authorized Mayor.

COUNTY:

Escambia County, Florida Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ASST. COUNTY ATTORNEY
Date: FEB. 11, 2009

By: [Signature]

Grover C. Robinson, IV
Vice-Chairman

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



By: [Signature]
Deputy Clerk

BCC APPROVED 02-19-2009

Date Executed

February 19, 2009

TOWN:

Town of Century, a Florida municipal corporation acting through its duly authorized Town Council signing by and through its mayor.

By: [Signature]
Freddie W McCall, Sr., Mayor



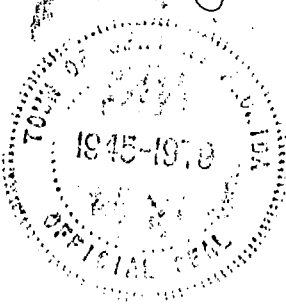
Date: 1-26-09

ATTEST

By: _____
City Clerk

Deputy

Karen R. Hughes



**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE
TOWN OF CENTURY, FLORIDA FOR THE PROVISION OF CODE ENFORCEMENT
SERVICES IN CONNECTION WITH THE ABATEMENT OF NEIGHBORHOOD
NUISANCES WITHIN THE CORPORATE LIMITS OF THE TOWN OF CENTURY**

THIS AGREEMENT is made this ___ day of _____, 2011, by and between the County of Escambia, a political subdivision of the State of Florida with an administrative address of P. O. Box 1591, Pensacola, Florida, 32597-1591, its successors and assigns (hereinafter, the "County"), acting through its Board of County Commissioners, and the Town of Century, a Florida municipal corporation with an administrative address of P. O. Drawer 790, Century, Florida 32535-0790 (hereinafter, the "Town"), acting through its Town Council.

WITNESSETH:

WHEREAS, the Town and the County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the Town and the County are authorized by Sections 163.01, Florida Statutes, et seq. to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the Town desires and requests the County to provide code enforcement services, as provided for in Chapter 30 of the Escambia County Code of Ordinances and Chapter 162, Florida Statutes, along with Town Ordinance 5-97 in connection with the abatement of neighborhood nuisance conditions within the corporate limits of the Town; and

WHEREAS, the County is willing and able to provide such services, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the Town agree as follows:

Section 1. Purpose of Agreement.

Pursuant to Section 163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the County will provide code enforcement services, pursuant to Chapter 30 of the Escambia County Code of Ordinances and Chapter 162, Florida Statutes, within the corporate limits of the Town. The recitals

contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Code Enforcement Functions Activities and Services Defined.

(a) The parties agree that the functions, activities, and services contemplated by the Agreement are all those which, in the discretion of the Town Council of the Town of Century, Florida, are necessary and appropriate to enforce the Town Ordinance No. 5-97, as it may be amended from time to time, along with Chapters 30 and 42 of the Escambia County Code of Ordinances and Chapter 162, Florida Statutes involving abatement of the following:

- (a) (1) Accumulation of debris, rubbish, and trash on private property; and
- (b) (2) Overgrowth of nuisance herbaceous vegetation on private property; and
- (c) (3) Accumulation of abandoned or inoperable vehicles on private property; and
- (d) (4) Unsafe, deteriorated, or dilapidated buildings and structures on private property; and
- (e) (5) Such other violations as provided for under the ordinance.

The parties expressly agree that no performance standards, other than those which are generally applicable to similar enforcement activities by the County elsewhere outside the corporate limits of the Town, are intended or should be inferred as a result of this Agreement.

(b) The parties further agree that the functions, activities, and services contemplated by the Agreement include all those which, in the discretion of the Town Council of the Town of Century, Florida, are necessary and appropriate to enforce those provisions of the Town of Century's Land Development Code and Comprehensive Plan which establish zoning districts within the Town of Century and the list of permitted, conditional, and prohibited uses therein.

(c) The parties also expressly agree that the County may elect to enforce these codes using any of the methods established under Chapters 30 and 42 of the Escambia County Code of Ordinances.

Section 3. Rights and Responsibilities of the Town.

The Town shall have the following rights and responsibilities relative to this Agreement:

- (a) To approve this Agreement permitting the County to enforce Chapter 30 of the Escambia County Code of Ordinances and Chapter 162, Florida Statutes along with Town Ordinance 5-97 within the corporate limits of the Town of Century; and
- (b) To receive from the County a complete master listing of all enforcement actions generated within the corporate limits of the Town; and
- (c) Removal of nuisance building and structures, overgrowth of nuisance vegetation, and accumulation of nuisance vehicles and other nuisance conditions hereunder.

Section 4. Rights and Responsibilities of the County.

The County shall have the following rights and responsibilities relative to this Agreement:

- (a) To establish the manner, timing, and conduct of all code enforcement activities hereunder; and
- (b) To investigate and prosecute, as necessary in the County's sole discretion, violations generated within the corporate limits of the Town subject to this Agreement; and
- (c) To employ all reasonable efforts to secure voluntary compliance and abatement of nuisance conditions by affected property owners, consistent with enforcement techniques, measures, and methods employed by the County elsewhere outside the corporate limits of the Town; and
- (d) To file monthly and annual periodic reports detailing a master listing of enforcement actions performed within the Town.
- (e) To contribute \$50,000 from Community Development Block Grant (CDBG) funds towards cost associated with enforcement actions, and
- (f) To recover all unreimbursed enforcement costs incurred by the County pursuant to this Agreement by any lawful means, and to receive and retain without limitation, all fines, forfeitures, penalties, and fees of whatever sort arising out of the actions of the County hereunder in the manner prescribed by Chapters 30 and 42 of the Escambia County Code of Ordinances.
- (g) To comply with all prerequisites and requirements for receipt of Community Development Block Grant funds and to complete all forms and applications necessary for the receipt of CDBG funds, as described in Exhibit 1 of this Agreement.

Section 5. Term of Agreement.

This Agreement shall remain in full force and effect until terminated by either party pursuant to Section 6 hereof.

Section 6. Termination.

This Agreement may be terminated by either party at any time and for any reason upon Ninety (90) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the Town, or which subsequently are owed to the County by the Town as a result of enforcement actions concluded following the effective date of termination.

Section 7. Liability.

- (a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The Town of Century, as a local governmental body of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which results in claims or acts against the Town and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town or the County and nothing herein shall be construed as consent by the Town or the County to be sued by third parties in any matter arising out of this Agreement.
- (b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall be subject to audit after reasonable notice.

Section 8. Records.

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members 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 ~~owner~~ other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

Section 9. Assignment.

The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

Section 10. Headings.

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 11. Survival.

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 12. Interpretation.

- (a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.
- (e)b References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 13. Severability.

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other ~~property~~ portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 14. Further Documents.

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 15. Notices.

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States~~s~~ mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

County

County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

Town

Mayor
Town of Century
Post Office Drawer 790
Century, Florida 32535

Section 16. Prior Agreements Superseded.

This documents incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter ~~to~~ of this Agreement, that are not contained in this document. Accordingly, no deviations ~~from~~ from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 17. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 18. No Waiver.

The failure of either party to enforce ~~ay~~ at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 19. Effective Date.

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the Town of Century.

IN WITNESS WHEREOF, the ~~Partied~~ Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and Town of Century signing by and through its authorized Mayor.

COUNTY:

Escambia County, Florida Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ASST. COUNTY ATTORNEY
Date: AUG. 2, 2011

By: _____
Kevin W. White, Chairman

Date: _____

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

TOWN:

Town of Century, a Florida municipal corporation acting through its duly authorized Town Council signing by and through its Mayor.

By: [Signature: Freddie W. McCall Sr.]
Freddie W. McCall, Sr., Mayor

Date: 8/3/11

ATTEST:
By: [Signature]
City Clerk

(Seal)

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments / reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Health Facilities Letter Resumes

Janice Gilley Resume



ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

Capital Finance Solutions for Non Profit Health Facilities

July 8, 2011

Mr. Randy Oliver
Escambia County Administrator
221 Palafox Place
Suite 420
Pensacola, FL 32501

Re: Reappointment of Board Members Arthur J. Hall, Jr. and Eugene Franklin

Dear Mr. Oliver:

I am contacting you to advise that the terms of Authority Board Members Eugene (Gene) Franklin and Arthur J. (Jim) Hall, Jr. will expire on August 21, 2011. Both of these Board Members have agreed to serve for another four year term if reappointed by the Escambia County Board of County Commissioners.

Enclosed are the current resumes of Mr. Franklin and Mr. Hall. From these resumes you can see that each are very qualified to serve on this Board. The Authority has benefited greatly from the considerable knowledge and experience both of these men have gained in matters of health care finance during their tenure on the Board. The Authority needs experienced Board Members who understand the complex nature of tax exempt finance and local government operations. We are fortunate that men of this caliber are willing to donate their time and expertise to serve our community.

The Authority requests that Jim Hall and Gene Franklin be reappointed for another term commencing August 22, 2011 and ending on August 21, 2015.

Please contact me if additional information is needed. Thank you for your assistance.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Paula G. Drummond".

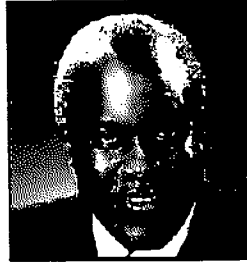
Paula G. Drummond
Executive Director & General Counsel

PGD:dl

Street Address:
Mailing Address:

1019 N. 12th Avenue ■ Pensacola, FL 32501
P.O. Box 2667 ■ Pensacola, FL 32513-2667

850-432-7555



Eugene Franklin: President/CEO, Florida Black Chamber of Commerce; Director for Florida, National Black Chamber of Commerce, Inc. Washington, D.C.

CONTACT INFORMATION

**5553 Shadow Grove Blvd.
Pensacola, FL 32526
(850) 453-0579**

PERSONAL HISTORY

Eugene Franklin was born August 19, 1948, in Ethel, Louisiana and moved to New Orleans in 1953. He attended grade school and high school in Metairie, Louisiana. Franklin graduated from East Jefferson High School in 1967. Following graduation he worked as a furniture warehouse supervisor, while attending college at night.

Mr. Franklin enlisted in the United States Navy in 1969 and served a total of 27 years on active duty, eleven years as an enlisted member and sixteen as an officer. He retired in Pensacola, Florida after serving command tour as Officer-in-Charge of Naval Air Training Management Support Activity Pensacola, Florida.

Concerned about economic development and work force issues in disadvantaged communities, Mr. Franklin led the effort to create the Gulf Coast African American Chamber, and later, the Florida Black Chamber. His efforts on the behalf of small businesses and microenterprises led to his being named to boards on the national, state, and local level; including the National Black Chamber of Commerce, Washington, D.C. An ordained minister, the Reverend Eugene Franklin serves as an Associate Pastor at First Baptist Church of Warrington, Pensacola, Florida; a 2200 member congregation. Mr. Franklin is married to Rosemary (Ray) Franklin of New Orleans, Louisiana. They have four adult children, thirteen grandchildren, and four great-grandchildren.

PROFESSIONAL CERTIFICATIONS & AWARDS:

- **Minority Business of the Year Award 1998 - 1999, presented by the Pensacola Chamber of Commerce.**
- **Civic Leader of the Year Award, presented by local Omega Psi Phi Chapter 1999.**
- **Mortgage Brokerage Business of the Month and Year 1998 for the company's success in working with residents of a Super Fund Site and for Excellence in Performance.**
- **The Pastor Dave Thomas Community Service Award for the Year 2000.**
- **The Agape Temple Unsung Hero Award for the Year 2000.**
- **Pensacola Area Chamber of Commerce Chairman's Award for Community Service for the Year 2001.**
- **Pensacola Area Chamber of Commerce Outstanding Service Award for Service as Small Business Representative for the Year 2002.**
- **The Chappie James Businessman of the Year 2003.**
- **Listed in *Florida Trend Magazine* as one of Florida's most influential people for 2004**
- **Recognized for State Leadership by Urban Black Chambers in 2007.**
- **Recognized for Community Service by Southwest Florida, NAACP Chapter for 2008.**

MILITARY SERVICE

- Enlisted as an E-1 in the United States Navy in 1969; served a total of 27 years active duty.
- Selected as Attack Squadron One Two Eight, Commander, Medium Attack/Electronic Warfare Wing and Naval Air Station Whidbey Island “Sailor of the Year”, Runner-up for Navy’s “Sailor of the Year” in 1976. Also selected as Commander, Medium Attack/Electronic Warfare Aviation Administrator of the Year-1976
- Promoted to the rank of Chief Petty Officer in 1980, eight years ahead of the norm for his rate at that time.
- Earned a commission as Naval Officer 1981, with the specialty of Naval Aviation Maintenance and Engineering.
- Selected as the Medium Attack/Electronic Warfare Aircraft Maintenance Office of the Year in 1986.
- Served in most demanding executive assignments and diverse commands. Ranked and graded as the number one Officer in each command he served on every fitness report from 1981 until retirement 1996.
- While on active duty, completed his academic studies via the military education extension programs, to include: Bachelor’s Degrees in Education from Southern Illinois University, Bachelor’s in Theology from Chapman College, and Master’s in Business Administration from Central Michigan University.
- Awarded the Navy’s prestigious Meritorious Service Medal.
- Awarded the Navy Commendation Medal (twice), the Navy Achievement Medal (twice), and a host of other military and civic awards throughout military career.
- Served final tour as Officer-in-Charge of the Naval Air Training Management Support Activity Detachment in Pensacola, Florida. Retired with the rank of Lieutenant Commander in Pensacola, Florida.

COMMUNITY SERVICE

- Serves as member, Board of Directors, National Black Chamber of Commerce, Washington, D.C.
- Serves as Chair for Access Florida Finance Corporation/Florida Black Business Support Corporation.
- Appointed member U.S. Small Business Administration Advisory Board, North Florida.
- Board Member and Past Chairman for the Escambia County Health Facility Authority.
- Board Member for the Florida Institute for Human and Machine Cognition.
- Board Member, Every Child A Reader in Escambia County (ECARE)
- Board Member, Florida Asset Building Coalition.
- Board Member, Pensacola Multi-Cultural Center.
- Past Board Member for Big Brothers/Big Sister Program, United Way, Junior Achievement, and Pathways for Change Prisoner Re-integration Program.
- Past Board Member for Pensacola Area Chamber of Commerce.
- Former Board Member for Florida’s Great Northwest Governance Council’s Wired Initiative, an economic development program of the U.S. Department of Labor.
- Founder, Chair, and Past Board Member of Gulf Coast African-American Chamber of Commerce and a host of other organizations.

RESUME

ARTHUR J. HALL, JR

July 5, 2011

3350 North 18th Avenue
Pensacola, Florida 32503
Work: 850-444-1695
Home: 850-434-6125
Cell : 850-377-4186

PERSONAL

Arthur James Hall, Jr., Senior Vice President and Special Assets Officer, Regions Bank. Age 58, married, two daughters. Excellent Health, 5' 11" 200 pounds.

CAREER EXPERIENCE

December 2009 – Present

Special Assets Officer / Team Leader – Regions Bank – Responsibilities include the management of a Special Assets team for the resolution of commercial problem loans across the North Florida area, .

Working with borrowers to restructure existing problem assets into loans that will once again perform at an acceptable level.

Working with attorneys to resolve problem asset situations that have no attributes providing for a successful resolution for the borrower and bank.

September 2007 – December 2009

Senior Vice President and Real Estate Area Sales Executive for Northwest Florida. – Regions Bank - Responsibilities included the management of a 30 person real estate lending team in North Florida. The purpose of the team was to service an existing real estate loan portfolio of over \$800,000,000, and for the production of new loans.

Working with lenders in all aspects of business development to identify and qualify prospective customers.

Assist servicing team with the day to day activities associated with the maintenance of the existing portfolio. Monitor and assist in ongoing credit servicing activities.

November 2004 – September 2007

Senior Vice President and Area Credit officer for Northwest Florida. (Perdido Key, Fl. To Tallahassee, Florida). Regions Bank - Responsible for the initial loan approvals, and ultimate credit quality of the real estate loan portfolios of the North Florida Real Estate Teams. Responsibilities include:

Counsel with the team manager, lenders, and their assistants to address potential real estate lending opportunities. Attracting and properly structuring new real estate credit transactions, with a strong emphasis to balance pricing, credit quality and sales production.

Individual Loan Approval Authority - \$15,000,000 (Individual Transaction)

Working with lending teams to identify potential problem credits, and to structure sound action plans to implement the improvement of the credits or their exit from the bank.

Acting as liaison between the lending teams, upper management, internal Loan Review, and Governmental Examiners.

The team for which I am responsible has consistently achieved both production and credit quality results far in excess of bank goals.

Established and taught a bank wide loan approval process training program, and authored several internal written presentations for training of the entire Real Estate area of the bank.

June 1997 – November 2004

Senior Vice President and Area Credit officer for Northwest Florida and Mississippi. (Perdido Key, Fl. To Tallahassee, Florida and the State of Mississippi). AmSouth Bank and Regions Bank – via merger - Responsibilities were essentially the same as my current position; however, my loan authority was limited to \$5,000,000 per transaction and \$10,000,000 per relationship.

June 1993 – July 1997

Relationship Manager III of the Commercial Real Estate Lending Team, Vice President, AmSouth Bank. Promoted to Relationship Manager III in 1996. Responsible for the development, management and sustaining of real estate credit relationships by prospecting, cross-selling, credit review and analysis, and customer service. Responsibilities and accomplishments include:
Exceeding prescribed goals focusing on department budgeting, loan growth, revenue growth, customer profitability, call planning and activity, and product usage.

Negotiate loan closings documents, and the coordination of all parties associated with the closing of a real estate credit.

Coordination of office staff to properly service and maintain all commercial real estate construction loans through the construction phase, and until the credit is repaid.

Leading Sales Team in the development of new business opportunities from prospects and existing customer base.

Top Producing CRE Relationship Manager in 1994.

Origination of approximately \$275,000,000 in real estate transactions during this time, while maintaining exceptional credit quality.

Served on bank Due Diligence team visiting and analyzing financial institutions targeted for acquisition.

Nov. 1987 - June 1993

Senior Commercial Real Estate Loan Officer, Vice President, AmSouth Bank. Responsibilities included:

Origination of commercial real estate loans, via the solicitation, development, and strengthening of customer relationships. Mortgage loans were originated on income properties, acquisition and development projects, and single family properties in Florida, Alabama, and Tennessee.

Preparation of loan executive summaries for presentation to Credit Committee.

Negotiation and preparation of proper loan documentation.

Supervision and management of the Residential Construction and Commercial Real Estate lending areas.

Coordination of collection efforts and “work outs” of problem real estate credits. Worked closely with bank attorneys in bankruptcy and foreclosure efforts, and the management, and disposition of real estate owned by the bank.

September 1980 – November 1987 – First Mutual Savings Association, Pensacola, Florida

**CRE Loan Officer, Vice President, Commercial Real Estate Dept.
Loan Officer, Assistant Vice President, Commercial Real Estate Dept
District Branch Manager of three retail branches, Assistant Vice President
Assistant Savings Officer / Manager, Asst. Vice President, Savings Service Dept
Commercial / Construction Loan Manager**

Feb. 1976 – Sept. 1980 – **Asst. V. P. and Branch Mgr., First Southern Federal Savings and Loan, Atmore, Al.**

January 1975 – February 1976 - **Loan Officer Trainee, First National Bank of Atmore, Alabama**

Education

December 1974 Bachelors Degree in Finance, The University of Alabama, Tuscaloosa, Al.

May 1972 Associates Degree, The Marion Military Institute, Marion, Al.

Professional, Civic, Charitable, and Social Organizations

Current – Board of Directors of Pensacola Sports Association Foundation (Previously Chairman)
Board of Directors, Health Facilities Authority of Escambia County

Previous- Chairman, Secretary, and Treasurer Health Facilities Authority of Escambia County
Catholic High School PTA Board Member
Executive Committee Member (V. P.) and Board of Governors, Fiesta of Five Flags (Civic)
1996 Graduate of Leadership Pensacola
United Way Board Member
Chamber of Commerce Board Member
Volunteer – Volunteer Pensacola, Diabetes Association, Habitat for Humanity, Boy Scouts,
University of West Florida
Board of Directors, Order of Tristan (Social)
Board of Directors, Conquistadors (Social)

References

Provided Upon Request

**Janice Gilley
Director of Governmental Relations
University of West Florida
11000 University Parkway
Pensacola, FL 32514**

Janice Gilley is the Director of Government Relations and Special Assistant to the President at the University of West Florida, responsible for advocating the legislative priorities at the local, state, and federal levels, and a liaison to all government officials and staff as well as any agency necessary to acquire university funding and program approval. With more than 18 years of Governmental experience, she is proficient in all aspects of Public Policy and Budget from development to passage to implementation.

In addition to her professional experience, Janice has committed herself to serving the public and held the positions of Commissioner on the Escambia County Board of Commissioners from May 2002 to November 2004, Escambia County School Board Member in 1999 as well as a Member and Vice Chair for the Three Rivers, Conservation and Development Council from 1993 to 2007. Her volunteer services include working with the American Cancer Society, Leukemia Society, Children's Home Society, and Trinitas Christian School.

Janice earned her Master's degree in Public Administration from the University of Florida and a Bachelor's degree in Journalism, Public Relations, and Communications from the University of Southern Miss. A lifelong learner, she enjoys farming, hunting, and baking as well as spending time with her family.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1324

County Administrator's Report Item #: 12. 2.

BCC Regular Meeting

Discussion

Meeting Date: 09/01/2011

Issue: Tourist Development Tax Allocations/Minority Marketing Outreach

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Tourist Development Tax Allocations for Minority Marketing Outreach - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the following allocations of funding from the 3-Cents Tourist Development Tax:

1. Fil-Am Association of Pensacola, Inc. - \$10,000
2. Gulf Coast Indian Association - \$60,000
3. Latino Media Gulf Coast, Inc. - \$5,000
4. Truth for Youth, Inc. - \$10,000
5. Banks Enterprises, LLC - \$165,000

[Funding Source: The Tourist Development Tax Fund (108), Cost Center 360101]

BACKGROUND:

On August 16, 2011 the Tourist Development Council (TDC) met and recommended certain allocations as follows:

- \$10,000 - Fil-Am Association of Pensacola for a Fil-Am Sports Festival
- \$60,000 - Gulf Coast Indian Association for a national volleyball tournament
- \$5,000 - Latino Media Gulf Coast for the Latino Festival
- \$10,000 - Truth for Youth for a black history celebration during black history month
- \$165,000 - Banks Enterprises for a 2011 Fall Festival

The TDC requested Banks Enterprises to work with Jump Off Productions and deputed Councilman Larry Johnson to determine how this relationship should work. If these groups cannot work together, then the matter may be remitted back to the Tourist Development Council for clarification and direction on the allocation of these funds.

BUDGETARY IMPACT:

Funding will be provided from the FY 2011/2012 budget for the 3-Cents Tourist Development Tax. Reimbursements will not be made for costs incurred prior to October 1, 2011.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget have been submitted. The only exception to this is the first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced. Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Several of the organizations listed are for-profit enterprises, therefore the County will utilize the Pensacola Bay Area Chamber of Commerce as a fiscal agent for all for-profit entities or entities who cannot provide proof of the organization's non-profit status from the Internal Revenue Service.

Attachments

Motion TDC Rec

Motion:

To allocate funding as follows:

Fil-Am Association of Pensacola - \$10,000

Gulf Coast Indian Association - \$60,000

Latino Media Gulf Coast Inc. - \$5,000

Truth for Youth - \$10,000

Banks Enterprises - \$165,000

With Councilman Larry Johnson to lend his expertise and moderate (*between Banks Enterprises and Jump-Off Productions*) and put that together.

Motion made by: Comr. Robinson

Second: ??



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1289

County Attorney's Report Item #: 12. 1.

BCC Regular Meeting

Action

Meeting Date: 09/01/2011

Issue: Restricting Access to the Gulf of Mexico During DeLuna Fest Concerts

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Restricting Access to the Gulf of Mexico during DeLuna Fest Concerts

That the Board adopt a Resolution declaring that double red flag conditions will occur on a specific portion of Santa Rosa Island during the DeLuna Fest series of concerts and restricting access to the Gulf of Mexico from 7:00 a.m. on Friday, October 14, 2011, until 5:00 a.m. on Monday, October 17, 2011.

BACKGROUND:

Five Flags Tourism Group, L.L.C., is promoting and hosting a series of concerts billed as "DeLuna Fest" on the Pensacola Beach portion of Santa Rosa Island. The concerts will be held from Friday, October 14, 2011, through Sunday, October 16, 2011. The concerts will take place on a portion of Pensacola Beach adjacent to the Gulf of Mexico and located proximate to the Casino Beach recreation area.¹

The Santa Rosa Island Authority and Five Flags anticipate a significant turnout for DeLuna Fest and are concerned that concertgoers may attempt to swim in the Gulf during and after the event. Furthermore, the SRIA and Five Flags believe that some individuals may try to enjoy the event from personal watercraft anchored in the Gulf. Finally, the SRIA and Five Flags cautiously note that alcoholic beverages will be available at the concert, and believe that impaired concertgoers should not have access to the Gulf, particularly during the night concerts. For these reasons, both entities are requesting that the Board of County Commissioners restrict access to the Gulf of Mexico during DeLuna Fest by ordering the SRIA to post a series of warning signs and/or double red flags along the portion of the beach where DeLuna Fest will take place. The Board has the authority to order this action pursuant to its inherent police powers, its Chapter 125, Florida Statutes home rule powers, and through the statutory authority to post warning flags established by Section 380.276, Florida Statutes.

¹This portion of the beach includes the area of the Gulf of Mexico waters located 300 feet south of the Santa Rosa Island erosion control line and lying immediately adjacent to a portion of Santa Rosa Island that includes the area extending east from a point at the Pensacola Beach Gulf Pier, as marked by a yellow pole, continuously to the eastern property boundary of the Pensacola Beach Days Inn, located at 16 Via De Luna, as marked by a yellow pole.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Recommendation prepared by Assistant County Attorney, Ryan E. Ross.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Double Red Flags Resolution (2011)

RESOLUTION 2011 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RESTRICTING ACCESS TO THE GULF OF MEXICO ON A LIMITED PORTION OF SANTA ROSA ISLAND DURING THE DELUNA FEST CONCERT EVENT FROM 7:00 A.M. ON FRIDAY, OCTOBER 14, 2011, UNTIL 5:00 A.M. ON MONDAY, OCTOBER 17, 2011; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Five Flags Tourism Group, L.L.C. (“Five Flags”) is promoting a series of concerts billed as “DeLuna Fest” on a limited portion of Santa Rosa Island from Friday, October 14, 2011, through Sunday, October 16, 2011; and

WHEREAS, the Santa Rosa Island Authority (“SRIA”) and Five Flags anticipate a significant turnout for DeLuna Fest; and

WHEREAS, the SRIA and Five Flags also anticipate that some individuals may attempt to enjoy or otherwise access DeLuna Fest by anchoring a vessel in the Gulf Of Mexico waters immediately adjacent to the event; and

WHEREAS, many of the concerts will occur at night; and

WHEREAS, furthermore, alcoholic beverages will be available to concertgoers; and

WHEREAS, accordingly, in the interest of public safety, the SRIA and Five Flags are requesting that the Board of County Commissioners restrict access to those Gulf of Mexico waters immediately adjacent to the location of the DeLuna Fest event by ordering the SRIA to post a series of double red flags, warning flags, or any combination of both, at the location of the DeLuna Fest event; and

WHEREAS, the Board of County Commissioners finds that it has the authority to restrict access in this manner pursuant to its authority to post warning flags conferred by

Section 380.276, Florida Statutes, its home rule powers conferred by Section 125.01, Florida Statutes, and its inherent police powers to safeguard the public health, safety, and welfare of the citizens of Escambia County as a political subdivision of the State of Florida; and

WHEREAS, the Board of County Commissioners further finds that restricting access to the Gulf of Mexico during DeLuna Fest advances the public health, safety, and welfare.

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

SECTION 1. RECITALS.

The aforementioned recital clauses are hereby incorporated into this Resolution.

SECTION 2. LEGISLATIVE FINDINGS.

The Board of County Commissioners hereby declares that the aforementioned recital clauses constitute a declaration of its legislative intent in restricting access to the Gulf of Mexico during DeLuna Fest.

SECTION 3. RESTRICTION OF ACCESS TO GULF OF MEXICO.

(a) Subject to the limitations established by this resolution, the Board of County Commissioners declares that no individual may enter the Gulf of Mexico for the purpose of swimming, boating, fishing, or to engage in any other recreational or commercial activity during the DeLuna Fest series of concerts on Santa Rosa Island.

(b) This restriction shall commence at 7:00 a.m. on Friday, October 14, 2011, and shall terminate at 5:00 a.m. on Monday, October 17, 2011.

(c) This restriction shall only apply to the Gulf of Mexico waters located 300 feet south of the Santa Rosa Island shoreline and lying immediately adjacent to a portion of

Santa Rosa Island that includes the area extending east from the Pensacola Beach Gulf Pier continuously to the eastern property boundary of the Pensacola Beach Days Inn, located at 16 Via De Luna.

(d) The Santa Rosa Island Authority is authorized to post a series of double red flags, warning signs, or any combination thereof, to provide notice of this restriction.

SECTION 4. ENFORCEMENT.

(a) The Board of County Commissioners finds that this restriction constitutes a reasonable command and may be enforced pursuant to Section 74-36(18) of the Escambia County Code of Ordinances.

(b) Notwithstanding any other provision of this resolution, an individual may enter the restricted area for the purpose of performing first aid, rescue, or other legitimate emergency response activity.

SECTION 5. EFFECTIVE DATE.

This resolution shall become effective immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(SEAL)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1251

County Attorney's Report Item #: 12. 2.

BCC Regular Meeting

Action

Meeting Date: 09/01/2011

Issue: Scheduling a Public Hearing Creating the Roadway Safety Ordinance and Amending the Panhandling Ordinance

From: Alison P. Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing Creating the Roadway Safety Ordinance and Amending the Panhandling Ordinance

That the Board authorize the scheduling of a Public Hearing for September 15, 2011, at 5:32 p.m., to consider adopting an Ordinance:

- A. Creating The Roadway Safety Ordinance with Sections 86-106 through 86-109; and
- B. Amending The Panhandling Ordinance, Sections 86-250 through 86-253.

BACKGROUND:

On March 5, 2007 the Board of County Commissioners enacted the Panhandling and Solicitation Ordinance. Continued issues regarding unsafe uses of public roadways should be addressed by the proposed Roadway Safety Ordinance.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney Alison Rogers has drafted the attached ordinance and will advertise in the Pensacola News Journal on Saturday, September 3, 2011.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Draft Ordinance

ORDINANCE NO. 2011-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING A NEW CHAPTER 86, ARTICLE IV, DIVISION 2, SECTIONS 86-106 THROUGH 86-109 AND AMENDING CHAPTER 86, ARTICLE VIII, SECTIONS 86-250 THROUGH 86-253 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; CREATING THE ROADWAY SAFETY ORDINANCE THAT ESTABLISHES REGULATIONS FOR STOPPING AND STANDING ON MEDIANS AND APPROACHING MOTOR VEHICLES OPERATED ON ROADWAYS OR RIGHTS-OF-WAY; PROVIDING FOR PENALTIES; AMENDING SECTIONS 86-250 THROUGH 86-253, THE PANHANDLING ORDINANCE TO PROVIDE FOR ADDITIONAL LEGISLATIVE FINDINGS AND UPDATED COMMUNITY REDEVELOPMENT AREA INFORMATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, stopping and standing on medians creates a serious safety threat to pedestrians and motorists by causing a distraction to motorists; and,

WHEREAS, approaching motor vehicles operated on roadways or rights-of-way creates a serious threat to public safety by distracting motorists, obstructing the free flow of traffic and posing an immediate danger to both pedestrians and motorists; and,

WHEREAS, the County has a significant interest in protecting the health, safety and welfare of those traveling upon the roadways or rights-of-way or using areas adjacent to the roadways within the County; and

WHEREAS, Escambia County is experiencing an increase in behavior that distracts drivers on the public roads and rights-of-way, poses a safety threat to pedestrian and vehicular traffic and disrupts the flow of traffic; and

WHEREAS , the Escambia County Board of County Commissioners desires to take appropriate measures to protect the health, safety and welfare of those living and traveling within Escambia County, Florida.

31 NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY

32 COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

33 **Section 1.** Chapter 86, Article IV, Division 2, Sections 86-106 through 86-109, are
34 hereby created to read as follows:

35 **USE OF ROADS AND RIGHTS-OF-WAY**

36 **Section 86-106 PROVIDING FOR A TITLE.**

37
38 This section shall be known as “The Roadway Safety Ordinance”.

39
40 **Section 86-107 STOPPING AND STANDING ON MEDIANS.**

41 1. **Findings.** The purpose of this section is to regulate standing or stopping
42 upon medians in a manner that is narrowly tailored to serve the County’s significant
43 interests in vehicular and pedestrian safety and the free flow of traffic. This section is
44 intended to apply evenhandedly to all persons who desire to stand or stop upon
45 medians, regardless of their message. This section also is intended to leave open
46 ample alternative channels of communication to engage in First Amendment protected
47 activity. For example, this section does not prohibit a person from engaging in First
48 Amendment protected activity on a public sidewalk not in a median. However, nothing
49 contained in this section shall be construed to permit activities that are otherwise
50 prohibited by applicable laws, regulations or ordinances.

51 2. **Definition.** For purposes of this section, the term “median” means any
52 paved or unpaved area that separates vehicular traffic lanes in a right-of-way.

53 3. **Prohibition.** It shall be unlawful for any person to stand or stop upon any
54 median, except as otherwise provided in this section.

55 4. Exceptions. (a.) The prohibitions contained in this section shall not apply
56 to persons standing or stopping upon medians for the purpose of crossing the street in
57 accordance with applicable traffic and safety laws, regulations and ordinances. Such
58 persons standing or stopping upon medians shall cross the street as soon as possible in
59 accordance with applicable traffic and safety laws, regulations and ordinances and
60 shall not stand or stop upon the median any longer than necessary to legally cross the
61 street.

62 (b.) The prohibitions contained in this section shall not apply to persons
63 standing or stopping upon medians for the purpose of conducting government
64 authorized construction, maintenance or similar activities.

65 **Section 86-108 APPROACHING MOTOR VEHICLES ON ROADWAYS OR**
66 **RIGHTS-OF-WAY.**

67
68 1. Findings. The County Commission finds and determines that any
69 commercial use of the public right-of-way is incompatible with the intended use of the
70 right-of-way, which is primarily for motor vehicle traffic, is dangerous and otherwise
71 poses a hazard to both motorists and non-motorists by distracting motorists and by
72 causing motorists to stop and stand in ways that interrupt normal traffic movements
73 often on the County's most heavily traveled thoroughfares. These hazards are also
74 created by persons who use the public right-of-way to solicit charitable donations, or
75 distribute printed materials and other items not of a commercial nature. These safety
76 concerns can be minimized by restricting the solicitation of charitable donations and
77 distribution of printed materials to sidewalks and other non-traffic areas intended for
78 pedestrian use. The County Commission finds and determines that preserving the
79 safety of persons using the public right-of-way is a significant governmental interest and

80 the restrictions on solicitation set forth below are the least restriction means of
81 advancing that interest.

82 2. Prohibition. It is unlawful to approach a motor vehicle being operated on a
83 public roadway or right-of-way open for vehicular traffic for the purposes of:

84 (a.) Soliciting or attempting to solicit as defined in Section 86-251 of this Code,
85 from any occupant of the motor vehicle; or

86 (b.) Collecting or attempting to collect donations of money or property of any
87 kind or for any other purposes from any occupant of the motor vehicle; or

88 (c.) Distributing or attempting to distribute literature, property or advertising of
89 any nature whatsoever to any occupant of the motor vehicle, or

90 (d.) Requesting or attempting to request employment or the purchase of property
91 or services of any nature whatsoever from any occupant of the motor vehicle; or

92 (e.) Selling or attempting to sell property or services of any nature whatsoever to
93 any occupant of the motor vehicle.

94 **Section 86-109** **PENALTY.**

95 Any person convicted of violating this ordinance shall be prosecuted in the same
96 manner as a misdemeanor in the second degree, and upon conviction shall be
97 punished by a fine not to exceed five hundred dollars (\$500.00) or imprisonment in the
98 county jail, not to exceed sixty (60) days or by both such fine and imprisonment.

99 **Section 2.** Chapter 86, Article VIII, Sections 86-250 through 253 are hereby amended
100 to read as follows:

101 **Section 86-250** **LEGISLATIVE FINDINGS.**

102 The Board of County Commissioners hereby make the following legislative
103 findings:

104 1. Aggressive soliciting, begging or panhandling warrants justifiable alarm or
105 immediate concern for the safety of persons or property and can cause
106 apprehension and fear in the intended target of the soliciting, begging or
107 panhandling.

108 2. Soliciting, begging or panhandling on the public roadways or rights-of-way
109 creates a safety hazard for both pedestrians and those travelling upon the
110 roadways and rights-of-way, and poses a disruption to the free flow of
111 traffic.

112 3. Escambia County has a significant interest in protecting the health, safety
113 and welfare of those peacefully moving about within the County.

114 44. Studies have shown that soliciting, begging or panhandling has a negative
115 impact on the attraction of businesses to the area as well as the ability to
116 retain existing businesses; and,

117 25. Studies have shown that soliciting, begging or panhandling causes a
118 sense of fear and intimidation, particularly at night, on roadways or in
119 confined areas; and,

120 36. Studies have shown that soliciting, begging or panhandling contributes to
121 the negative perception of those areas where it occurs, which discourages
122 shoppers and visitors and contributes to the lack of enjoyment of public
123 places within those areas.

124 **Section 86-251** **DEFINITIONS.**

- 125 A. Arterial roadway means a roadway providing service which is relatively
126 continuous and of relatively high traffic volume, long trip length, and high
127 operating speed. In addition, every United States numbered highway is
128 an arterial road.
- 129 B. Begging means for purposes of this section only, the same as soliciting,
130 below.
- 131 C. Community outreach services means a public or private services provider
132 that offers residential, rehabilitative, medical or social services assistance,
133 including but not limited to mental health treatment, drug or alcohol
134 rehabilitation or homeless assistance services for individuals in need
135 thereof. One example of an entity that can help individuals access such
136 services is First Call for Help.
- 137 D. Community Redevelopment Areas means those areas of the County the
138 Board of County Commissioners has found to be areas of slum and blight
139 as set forth in §§ 163.330 – 163.463, Fla. Stat.
- 140 Escambia County's Community Redevelopment Areas include the
141 Barrancas Redevelopment Area, Brownsville Redevelopment Area,
142 Cantonment Redevelopment Area, Englewood Redevelopment Area,
143 Palafox Redevelopment Area and Warrington Redevelopment Area and
144 these areas are set forth in the map made a part of this ordinance. The
145 Board of County Commissioners may establish additional Community
146 Redevelopment Areas pursuant to sections 163.330 – 163.463, Florida
147 Statutes.

- 148 E. Panhandling means for purposes of this section only, the same as
149 soliciting, below.
- 150 F. Soliciting means for purposes of this section only, any request made in
151 person on a street, sidewalk, or public place, asking for an immediate
152 donation of money or other thing of value, including the purchase of an
153 item or service for an amount far exceeding its value, under circumstances
154 where a reasonable person would understand that the purchase is a
155 donation. Soliciting shall not include passively standing or sitting with a
156 sign or other indication that one is seeking donations without addressing
157 the request to any specific person.

158 **Section 86-252 SOLICITING, BEGGING OR PANHANDLING PROHIBITED IN**
159 **CERTAIN AREAS OR UNDER CERTAIN CIRCUMSTANCES.**

160 It shall be unlawful for any person to solicit, beg or panhandle in the
161 unincorporated areas of Escambia County in the following areas or under the following
162 circumstances:

- 163 A. On any day after sunset, or before sunrise; or
- 164 B. When either the panhandler or the person being solicited is located at any
165 of the following locations:
- 166 1. At a bus stop.
 - 167 2. In any public transportation vehicle.
 - 168 3. In any public transportation facility.
 - 169 4. In a vehicle which is parked or stopped on a public street or alley.
 - 170 5. In a sidewalk café.

- 171 6. Within 20 feet from any ATM machine or entrance to a bank.
- 172 7. Within 20 feet of a public toilet facility.
- 173 8. From any operator of a motor vehicle that is in traffic on a public
- 174 street; provided, however, that this prohibition shall not apply to
- 175 services rendered in connection with emergency repairs requested
- 176 by the owner or passengers of such vehicle; or
- 177 C. In an aggressive manner, to include any of the following:
- 178 1. Touching the solicited person without the solicited person's
- 179 consent.
- 180 2. Panhandling a person while such person is standing in line and
- 181 waiting to be admitted to a commercial establishment.
- 182 3. Blocking the path of a person being solicited, or the entrance to any
- 183 building or vehicle.
- 184 4. Following behind, ahead or alongside a person who walks away
- 185 from the panhandler after being solicited.
- 186 5. Using profane or abusive language, either during the solicitation or
- 187 following a refusal to make a donation, or making any statement,
- 188 gesture, or other communication which would cause a reasonable
- 189 person to be fearful or feel compelled.
- 190 6. Panhandling in a group of two (2) or more ~~persons~~ adults; or
- 191 D. Within 500 feet of the intersection of two arterial roads in any Community
- 192 Redevelopment Area (CRA). The intersections of two arterial roads that

193 fall within a Community Redevelopment Area in the unincorporated areas
194 of Escambia County are:

195 *Arterial/Arterial Intersections Located in*
196 *Community Redevelopment Areas*

197 **Warrington Redevelopment Area**

- 198 US98 (SR 30) and Navy Blvd (SR 295)
- 199 New Warrington Rd. (SR 295) and Navy Blvd. (SR 30)
- 200 New Warrington Rd. (SR 295) and Chief's Way (SR 294)
- 201 Navy Blvd. (SR 295) and Chief's Way (SR 294)
- 202 Gulf Beach Hwy. (SR 292) and Navy Blvd. (SR 295)
- 203 Gulf Beach Hwy. (SR 292) and Fairfield Dr. (SR 727)

204 **Palafox Redevelopment Area**

- 205 Fairfield Dr. (SR 295) and Pace Blvd. (SR 292)
- 206 Palafox St. (SR 95) and Brent Lane (SR 296)
- 207 "W" St. (CR 453) and Beverly Pkwy. (SR 296)
- 208 Pace Blvd. (SR 292) and Palafox St. (SR 95)
- 209 Fairfield Dr. (SR 295) and Palafox St. (SR 95)
- 210 Fairfield Dr. (SR 295) and "W" St. (CR 453)

211 **Englewood Redevelopment Area**

- 212 Fairfield Dr. (SR 295) and "W" St. (CR 453)
- 213 Fairfield Dr. (SR 295) and Pace Blvd. (SR 292)

214 **Barrancas Redevelopment Area**

215 None.

216 **Brownsville Redevelopment Area**

217 New Warrington Rd. (SR 295) and Mobile Hwy. (SR 10A)

218 Mobile Hwy. (SR 10A) and "W" St. (CR 453)

219 Fairfield Dr. (SR 727) and New Warrington Rd. (SR 295)

220 New Warrington Rd. (SR 295) and Mobile Hwy. (SR 10A)-Interchange Overpass

221 Lillian Hwy. (SR 298) and New Warrington Rd. (SR 295)

222 Lillian Hwy. (SR 298) and New Warrington Rd. (SR 295)-Interchange Overpass

223 **Cantonment Redevelopment Area**

224 None.

225 **Note:** Some intersections are listed in two CRAs since some of their boundaries are
226 adjacent.

227 **Section 86-253 PENALTIES.**

228 Any person convicted of violating this section shall be prosecuted in the same
229 manner as a misdemeanor in the second degree, and upon conviction shall be
230 punished by a fine not to exceed five hundred dollars (\$500.00) or imprisonment in the
231 county jail, not to exceed sixty (60) days or by both such fine and imprisonment.

232 In addition, the officer issuing a citation under this section may elect to contact
233 community outreach services, such as United Way's First Call for Help, in order to
234 determine whether a referral can be made or services offered to assist the individual
235 cited. In the event the officer is unable to contact community outreach services at the
236 time of the officer's contact with the person accused of violating this section, the officer
237 may supply the person with information sufficient for the person to make such contact at
238 a later time.

239 **Section 3. SEVERABILITY.**

240 It is declared the intent of the Board of County Commissioners that if any
241 subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid
242 or unconstitutional by a Court of competent jurisdiction, such invalidity or
243 unconstitutionality shall not be so construed as to render invalid or unconstitutional the
244 remaining provisions of this Ordinance.

245 **Section 4. INCLUSION IN THE CODE.**

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

251 **Section 5. EFFECTIVE DATE.**

252 This Ordinance shall become effective upon its filing with the Department of
253 State.

254 DONE AND ENACTED this ____ day of _____, 2011.

255 BOARD OF COUNTY COMMISSIONERS
256 ESCAMBIA COUNTY, FLORIDA

257
258 By: _____
259 Kevin W. White, Chairman

260 ATTEST: ERNIE LEE MAGAHA
261 Clerk of the Circuit Court

262
263 By: _____

264 Deputy Clerk

265

266 (SEAL)

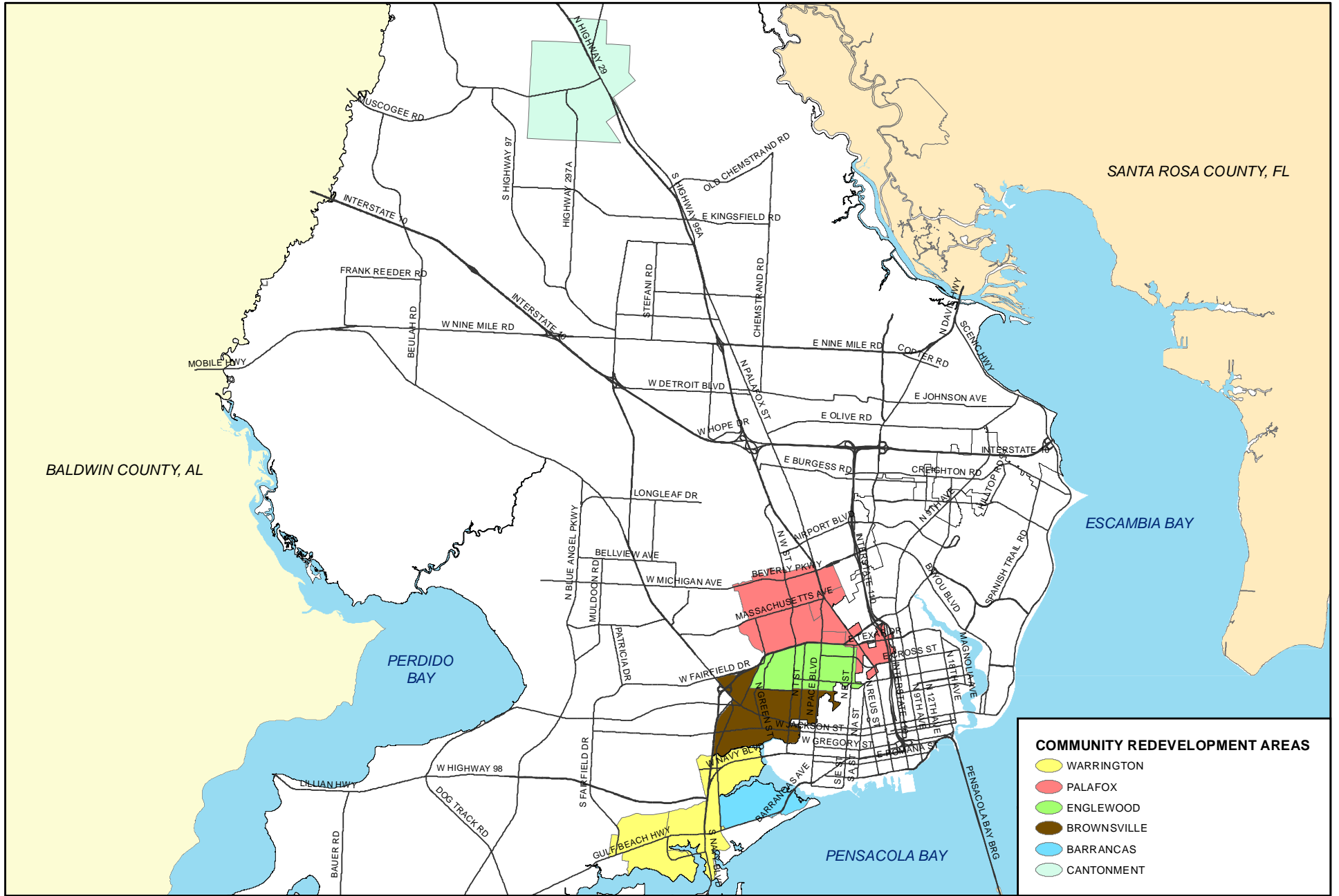
267 ENACTED:

268 FILED WITH DEPARTMENT OF STATE:

269 EFFECTIVE:

DRAFT

ESCAMBIA COUNTY'S COMMUNITY REDEVELOPMENT AREAS



BALDWIN COUNTY, AL

SANTA ROSA COUNTY, FL

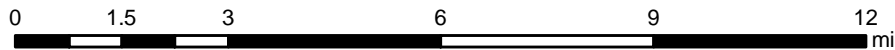
ESCAMBIA BAY

PERDIDO BAY

PENSACOLA BAY

COMMUNITY REDEVELOPMENT AREAS

- WARRINGTON
- PALAFX
- ENGLEWOOD
- BROWNSVILLE
- BARRANCAS
- CANTONMENT



1 in = 3 miles

Source: Community Redevelopment Agency "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only. These data are not guaranteed accurate." Created August 17, 2011.