

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.
6. SEE ORDERLY CONDUCT OF MEETINGS. POLICY.

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

AGENDA

Board of County Commissioners

Regular Meeting – September 6, 2012 – 5:30 p.m.

Governmental Complex – First Floor

1. Call to Order.

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

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

2. Invocation – Pastor Neal Goldsborough, Christ's Church.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board take the following action concerning the adoption of the following two Proclamations:

A. The Proclamation commending and congratulating the many individuals in Zelica Grotto who contribute their time, service, and resources with extraordinary kindness, compassion, and insight to all members of our community; and

B. The Proclamation honoring and commemorating the life of Mr. John B. Guttman, who is remembered as a distinguished businessman, former County Commissioner, and leader in the community, and extending best wishes to the Guttman family on the occasion of their family reunion on September 8, 2012.

7. 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.

8. 5:31 p.m. Public Hearing for consideration of the Petition to Vacate a portion of Allerton Avenue, as petitioned by Scott Carlson, Denise Carlson, and Ramzan Ali, as Trustees of the Ramzan Ali Trust, dated July 21, 2008.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of Allerton Avenue (approximately 0.07 acres), as petitioned by Scott Carlson, Denise Carlson, and Ramzan Ali, as Trustees of the Ramzan Ali Trust, dated July 21, 2008:

- A. Approve the Petition to Vacate a portion of Allerton Avenue (approximately 0.07 acres), as petitioned by Scott Carlson, Denise Carlson, and Ramzan Ali, as Trustees of the Ramzan Ali Trust, dated July 21, 2008;
- B. Accept the Hold Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. 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.

The petitioners, Scott Carlson, Denise Carlson, and Ramzan Ali, own property in the Brentwood Park Subdivision, as recorded in Plat Book 1, at Pages 11, 11A, 11B, and 11C of the Public Records of Escambia County, Florida. A portion of Allerton Avenue (Park Avenue) was previously vacated in 2001, as evidenced by a Resolution recorded in Official Records Book 4677, at Page 180. The petitioners are asking that the Board vacate any interest they may have in the remaining portion of Allerton Avenue, formally known as Park Street, lying east of "W" Street and South of Yoakum Court (approximately 0.07 acres), abutting their property. Staff has made no representations to the Petitioners that Board approval of this request operates to confirm the vesting or return of title to the land in the Petitioner or any other interested party.

9. Reports:

**CLERK & COMPTROLLER'S REPORT**

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

I. Consent Agenda

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

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

A. Payroll Expenditures for Pay Date August 31, 2012, in the amount of \$1,731,844.42; and

B. The following two Disbursement of Funds:

(1) August 16, 2012, to August 22, 2012, in the amount of \$4,272,663.00; and

(2) August 23, 2012, to August 29, 2012, in the amount of \$103,405.47.

2. Recommendation Concerning Acceptance of Documents Relating to State of Local Emergency

That the Board accept, for filing with the Board's Minutes, the following documents concerning Hurricane Isaac:

A. *The Proclamation Declaring State of Local Emergency (by Member of the Board of County Commissioners)*, due to the imminent threat posed by Hurricane Isaac, effective for seven (7) days beginning 3:10 p.m., central time, August 26, 2012, as issued by Grover C. Robinson IV, District 4 County Commissioner, and transmitted to the Secretary of State, via FedEx, on August 26, 2012; and

B. *The Evacuation Order to Reduce Vulnerability to Damage, Injury, and Loss of Life or Property Resulting from an Imminent Threat*, effective 7:00 p.m. August 26, 2012, until cancelled, as issued by County Administrator Oliver and filed with the Clerk to the Board's Office on August 26, 2012.

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. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held August 23, 2012; and
- B. Approve the Minutes of the Regular Board Meeting held August 23, 2012.

## GROWTH MANAGEMENT REPORT

### I. Public Hearing

#### 1. Recommendation Concerning the Review of the Rezoning Case(s) heard by the Planning Board on August 13, 2012

That the Board take the following action concerning the rezoning case heard by the Planning Board on August 13, 2012:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2012- 17 or remand the case back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

**1. Case No.:** **Z-2012-09**  
**Address:** 2006 Border Street  
**Property Reference No.:** 16-2S-30-2300-001-023  
**Property Size:** 2.23(+/-) acres  
**From:** R-5, Urban Residential/Limited Office District, (cumulative) High Density ID-1, Light Industrial District (cumulative) (no residential uses allowed)  
**To:** ID-1, Light Industrial District (cumulative) (no residential uses allowed)  
**FLU Category:** MU-U, Mixed-Use Urban  
**Commissioner District:** 3  
**Requested by:** Wiley C. "Buddy" Page, Agent for Rick Evans, Owner  
**Speakers:** Wiley C. "Buddy" Page

**2. Case No.:** **Z-2012-17**  
**Address:** 3840 Navy Blvd  
**Property Reference No.:** 38-2S-30-1000-003-004  
**Property Size:** .44(+/-) acres  
**From:** R-2, Single-Family District (Cumulative), Low-Medium Density  
**To:** C-1, Retail Commercial District (cumulative)  
**FLU Category:** MU-U, Mixed Use Urban  
**Commissioner District:** 2  
**Requested by:** Stephanie Lowry, Agent for Team Player Properties, LLC

Planning Board  
Recommendation:

Approval

Speakers:

Stephanie Lowry

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on August 13, 2012 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. Recommendation Concerning the Review of an Ordinance amending the Comprehensive Plan 2030

That the Board of County Commissioners (BCC) review and approve for transmittal an Ordinance amending the Comprehensive Plan 2030 consistent with Chapter 2012-205, Laws Of Florida; removing references from the Comprehensive Plan 2030 requiring an applicant to obtain a permit or approval from any State or Federal agency as a condition of processing a development permit under certain conditions. At the August 13, 2012 Planning Board meeting, the Board recommended approval to the BCC.

4. 5:47 p.m. Recommendation Concerning an Ordinance amending the Escambia County Land Development Code

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Escambia County Land Development Code (LDC), Consistent With Chapter 2012-205, Laws Of Florida; Amending Articles, 2, 4, 7, And 12 of the Land Development Code; Removing references from the LDC requiring an applicant to obtain a permit or approval from any State or Federal Agency as a condition of processing a development permit. At the August 13, 2012 Planning Board meeting, the Board reviewed and recommended approval to the BCC.

## II. Consent Agenda

### 1. Recommendation Concerning the Scheduling of Public Hearings

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

#### **Thursday, October 4, 2012**

A. 5:45 p.m. - A Public Hearing to amend the official zoning map to include the following Rezoning Case to be heard by the Planning Board on September 10, 2012:

**1. Case No.: Z-2012-18**

Address: 1011 Perdido Rd  
Property 09-1N-31-1000-331-003  
Reference No.:  
Property Size: 1(+/-) acres  
From: VR-1, Village Rural Residential ( 1 du/4 acres)  
To: VR-2, Village Rural Residential ( 1 du/.75 acre)  
FLU Category: MU-S, Mixed Use Suburban  
Commissioner 5  
District  
Requested by: David Crowder, Owner

**2. Case No.: Z-2012-19**

Address: 5603 N W St  
Property 44-1S-30-1105-000-001  
Reference No.:  
Property Size: 1.1 (+/-) acres  
From: ID-1, Light Industrial District (cumulative) (no residential uses allowed) and R-6, Neighborhood Commercial and Residential District(cumulative) High Density  
To: ID-1, Light Industrial District (cumulative) (no residential uses allowed)  
FLU Category: C, Commercial  
Commissioner 3  
District:  
Requested by: Larry Richardson, Agent for Gerald W. Adcox, Owner

**3. Case No.: Z-2012-20**



Address: 120 Cummings Road, 100 Oleander St, 107 Oleander St,  
111 Oleander St, 115 Oleander St

Property Reference No.: 35-1S-309-000-000-015, 35-1S-309-002-003-005,  
35-1S-309-002-006-005,  
35-1S-309-002-009-005, 35-1S-309-002-004-005,  
35-1S-309-000-000-015

Property Size: 3.77(+/-) acres

From: R-2, Single Family District (cumulative), Low-Medium  
Density (7 du/acre)

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

FLU Category: MU-U, Mixed Use Urban

Commissioner District: 3

Requested by: Jessie W. Rigby, Agent for Pensacola Christian College

**4. Case No: Z-2012-21**

Address: 4100 Fairfield Dr

Property Reference No.: 15-2S-30-6200-090-005

Property Size: .33(+/-) acres

From: R,2, Residential District (cumulative)/C-1, Commercial  
District

To: C-1, Commercial District

FLU Category: C, Commercial

Commissioner District: 2

Requested by: Oanh Tran, Agent for Raymond Ayers, Owner

B. 5:46 p.m. - A Public Hearing - LDC Ordinance - Administrative Appeals

## COUNTY ADMINISTRATOR'S REPORT

### I. Technical/Public Service Consent Agenda

#### 1. Recommendation Concerning the Acceptance of a Public Right-of-Way Easement from The Board of Public Instruction of Escambia County, Florida – Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a Public Right-of-Way Easement on Scott Street, from The Board of Public Instruction of Escambia County, Florida, a/k/a The School Board of Escambia County, Florida:

A. Authorize staff to negotiate and resolve any matters related to, or associated with, the acceptance of the Public Right-of-Way Easement on Scott Street from The Board of Public Instruction of Escambia County, Florida, a/k/a The School Board of Escambia County, Florida, and to gather information and conduct inspections as needed to allow the Board's acceptance of the Easement;

B. Authorize payment of documentary stamps because the property is being acquired for governmental use, which is for road right-of-way, and the County benefits from the acquisition of this property because it will facilitate the construction of sidewalks for the safety of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize the Chairman or Vice Chairman to accept the Public Right-of-Way Easement as of the day of delivery of the Public Right-of-Way Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

The Board of Public Instruction of Escambia County, Florida, a/k/a The School Board of Escambia County, owns property on Scott Street (Goulding School). Escambia County has plans to construct sidewalks along Scott Street, between North "L" Street and North "H" Street. The School Board is willing to grant a Public Right-of-Way Easement to the County to facilitate the sidewalk construction project. Board approval is required for acceptance of the Easement.

2. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of St. Benedict Avenue - Joy D. Blackmon, P.E., Public Works Department Director

That the Board schedule a Public Hearing for October 4, 2012, at 5:31 p.m., to consider the Petition to Vacate a portion of St. Benedict Avenue (approximately 0.51 acres), as petitioned by Pensacola Christian College, Inc.

Pensacola Christian College, Inc. (PCC), owns all of the property abutting both sides of the portion of St. Benedict Avenue lying south of Airport Boulevard (formerly Kilbee Lane) and west of Interstate 110 Ramp. The portion of St. Benedict Avenue lying south of Airport Boulevard is partially paved, and while the County has no deeded or dedicated right-of-way for this portion of St. Benedict, the County has performed periodic maintenance over the past years. PCC is requesting that the Board vacate any interest the County may have in that portion of St. Benedict Avenue (approximately 0.51 acres) lying south of Airport Boulevard and which abuts PCC property. Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land in the Petitioner or any other interested party.

3. Recommendation Concerning Certificates of Public Convenience and Necessity for the Provision of Advanced Life Support and/or Basic Life Support Services in Escambia County, Florida - Michael D. Weaver, Public Safety Director

That the Board take the following action concerning Certificates of Public Convenience and Necessity:

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support and/or Basic Life Support services in Escambia County, Florida, with noted limitations, to Atmore Ambulance, Inc., Baptist Hospital's LifeFlight, Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC, and Sacred Heart Children's Hospital, effective January 1, 2013, through December 31, 2013; and

B. Authorize the Chairman to execute the Certificate of Public Convenience and Necessity for each Agency.

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

That the Board confirm the appointment of (Ildiko) Ildi Hosman, Assistant Marketing Manager, IMS Expert Services, to the Workforce Escarosa Board of Directors, as a private sector representative for a three-year term, with the term of appointment to be effective September 6, 2012, through September 5, 2015.

5. Recommendation Concerning United Way of Escambia County "Day of Caring", October 12, 2012 - David Musselwhite, Information Technology Department Director

That the Board support the annual "Day of Caring", sponsored by the United Way of Escambia County, as a public purpose, thereby authorizing a maximum of eight hours Administrative Leave, with pay, on October 12, 2012, for employees who voluntarily participate in this event, and extend Worker's Compensation coverage to County employees involved in this event.

6. Recommendation Concerning the Assignment of Agreement between JJW Services, Inc., DBA Accustaff, and Santa Rosa Island Authority, to Escambia County, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign the Assignment of Agreement between JJW Services, Inc., DBA Accustaff, and Santa Rosa Island Authority, to Escambia County, Florida, relating to toll collection services for the Bob Sikes Bridge Toll Plaza.

On March 24, 2010, the Santa Rosa Island Authority (SRIA) entered into a Toll Collection/Personnel Services Agreement with JJW Services, Inc., DBA Accustaff (Contractor), related to toll collection services for the Bob Sikes Bridge Toll Plaza. SRIA and Escambia County recently terminated their Interlocal Agreement, with responsibility for such services being assumed by Escambia County. SRIA now desires to assign all of its rights, duties, and obligations under this Agreement with Contractor to Escambia County. Escambia County now desires to accept an assignment of SRIA's rights, duties, and obligations under the Agreement with Contractor.

7. Recommendation Concerning Surplus and Disposal of Certain County Assets - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the request for disposition for the assets listed on the spreadsheet. All of the items on the list will be trashed since the assets are non-functional or not economical to salvage.

## II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #227 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #227, General Fund (001) in the amount of \$24,856, to recognize proceeds from off-duty officers, insurance reimbursements, and fees, and to appropriate these funds back into the Escambia County Sheriff's Budget for operational activities.

2. Recommendation Concerning Approval of a Budget Amendment for the Molino Community Center/Library and a Change Order to the City of Pensacola - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action:

A. Approve Budget Amendment #234, General Fund (001) in the amount of \$125,000, to increase the Molino Community Center/Library project for the purchase of books and computers; and

B. Approve and authorize the County Administrator to sign Change Order #1, to Purchase Order #120325, to the City of Pensacola in the amount of \$125,000, increasing the total Purchase Order to \$3,443,342, for the purchase of books and computers at the Molino Library.

[Funding Source: Fund 001, General Fund, Cost Center 110201, Account 58102]

3. Recommendation Concerning Sale of Recyclable Ferrous Metal - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract PD 11-12.050, Sale of Recyclable Ferrous Metal, for a period of 12 months, with an option to extend for two additional 12-month periods, to the following contractors:

A. Southern Scrap, Co., Inc., award for No.1 HEAVY MELTING STEEL "Torch Steel"; and

B. Southern Recycling, LLC, award for Sheet Iron.

[Funding: Fund 401, Solid Waste, Revenue Account 343409]

4. Recommendation Concerning Amendment #1 to the Agreement for Mass Transit Services - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Amendment #1 to the Agreement between Escambia County, Florida, and First Transit, Inc., for Escambia County Area Transit Management Services (PD 10-11.060), to amend certain items of the Agreement, including maintenance of facilities.

[Funding: Fund 104, Mass Transit, Cost Centers 320401, 320402, and 320403]

5. Recommendation Concerning Motorola Equipment for ECAT - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the State of Alabama Contract #T300, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval, and award a Purchase Order for Motorola Equipment for Escambia County Area Transit (ECAT) to Motorola Solutions, Inc., PD 11-12.058, in the amount of \$95,670.85.

[Funding: Fund 320, FTA Capital Project Fund, Cost Center 320415, Object Code 56401]

6. Recommendation Concerning the Agreement Relating to Emergency Medical Services for the Duration of 2012 DeLuna Fest - Michael D. Weaver, Public Safety Department Director

That the Board ratify the Chairman's signature on the Agreement Relating to Emergency Medical Services with Five Flags Tourism Group, LLC, for the provision of emergency medical services by the Escambia County Emergency Medical Services (EMS) Division for the duration of DeLuna Fest, September 21-23, 2012, for the total amount of \$19,500. The total amount shall be credited to Fund 408, Emergency Medical Service.

7. Recommendation Concerning the Conveyance of Real Property Located at 2615 North 6th Avenue to AMR at Pensacola, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the conveyance of real property located at 2615 North 6th Avenue:

A. Rescind the Board's action of July 26, 2012, concerning the conveyance of real property to AMR at Pensacola, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program;

1. Declaring surplus the Board's real property located at 2615 North 6th Avenue, Account Number 13-3648-000, Reference Number 00-0S-00-9020-014-094;

2. Adopting the Resolution authorizing the conveyance of this property to AMR at Pensacola, Inc.;

3. Approving the sale price of \$1,257.90, plus closing costs, for the 2615 North 6th Avenue property; and

4. Authorizing the Chairman to execute the Resolution and all documents related to the sale;

B. Declare surplus the Board's real property located at 2615 North 6th Avenue, Account Number 13-3648-000, Reference Number 00-0S-00-9020-014-094;

C. Adopt the new Resolution authorizing the conveyance of this property to AMR at Pensacola, Inc., using Escambia County's Surplus Property Disposition for Affordable Housing Development Program;

D. Approve the sale price of \$1.00, plus closing costs, for the 2615 North 6th Avenue property; and

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

8. Recommendation Concerning Approval of the Fiscal Year 2012-2013 Contractual Services Agreement for the Mosquito Control Division - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning approval of the Fiscal Year 2012-2013 Contractual Services Agreement between the Florida Department of Agriculture and Consumer Services (FDACS) and the Escambia County Board of County Commissioners, FDACS Contract #018773, for Mosquito Control:

A. Approve the annual Contractual Services Agreement, with an effective date of October 1, 2012, through September 30, 2013, in the amount of \$18,500; and

B. Authorize the Chairman to sign the annual Contractual Services Agreement.

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

9. Recommendation Concerning Approval of Payment of Prior Year Invoice via Voucher to Gulf Coast Pro Dive, Inc., DBA Dive Pros - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve payment by voucher to Gulf Coast Pro Dive, Inc., DBA Dive Pros, in the amount of \$473.45, to pay unpaid invoices #73122 dated May 14, 2010, #78814 dated May 19, 2011, #79768 dated June 16, 2011, and #80127 dated June 27, 2011, for goods and services purchased during Fiscal Years 2010 and 2011.

[Funding Source: Fund 108, Tourist Promotion Fund, Cost Center 220805, 4th Cent Marine Recreation, Object Codes 54601 and 55201]



10. Recommendation Concerning the Acquisition of Property for a Public Boat Ramp Facility on Lillian Highway – Joy D. Blackmon, P.E., Public Works Department Director

That the Board, regarding the acquisition of real property for Public Boat Ramp Facilities on Lillian Highway, authorize staff to make an offer to RL REGI Florida, LLC, to purchase three contiguous parcels of real property (totaling approximately 40.03 acres), located at 10836 Lillian Highway, for the appraised amount of \$1,235,000, which is the highest of two appraisals, and subject to completion of the due diligence process. RL REGI, Florida, LLC, owns three contiguous parcels of property totaling approximately 40.03 acres, located at 10836 Lillian Highway, with frontage on Perdido Bay; the owners listed the property for sale for \$1,900,000; staff had an appraisal performed by G. Daniel Green, dated February 29, 2012, which placed a value of \$910,000; pursuant to Board policy, when property is valued at more than \$250,000, staff must acquire two appraisals; staff had another appraisal performed by Brantley & Associates dated, May 1, 2012, which placed a value of \$1,235,000 for the approximately 40.03 acres of property; the average of the two appraisals is \$1,072,500; the owners were not amenable to accepting the average price of the two appraisals and countered with an offer of \$1,235,000, which is the value placed on the property according to the Brantley appraisal; the owners indicated that they were firm on this price and were not amenable to accepting less; the acquisition of this property is funded by the Florida Boating Improvement Program and Local Option Sales Tax (LOST); improvements currently in the planning stage for the Public Boat Ramp Facilities on Lillian Highway (RL REGI Florida, LLC, property) are being funded by National Resource Damage Assessment (NRDA); NO FUNDING IS AVAILABLE AT THIS TIME TO MAKE ANY IMPROVEMENTS TO THIS PARCEL.

**ANY FUNDING FOR SUCH IMPROVEMENTS WILL NEED TO BE THROUGH GRANTS OR INCLUDED IN THE NEXT ROUND OF LOCAL OPTION SALES TAX (LOST) IN 2017.**

[Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0018, Boat Ramps]

11. Recommendation Concerning a Change Order to Panhandle Grading and Paving, Inc., on Contract PD 10-11.078, "CR 297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements Project" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$ 205,798.74
Vendor:	Panhandle Grading and Paving, Inc.
Project Name:	CR 297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements Project
Contract:	PD 10-11.078 "CR 297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements Project"
PO No.:	120779
CO No.:	4
Original Award Amount:	\$2,234,240.50
Cumulative Amount of Change Orders through this CO:	\$ 374,165.85
New Contract Total:	\$2,608,406.35

Meeting in regular session on November 17, 2011, the Board approved awarding an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.078, "CR 297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements Project", to Panhandle Grading and Paving, Inc., for a total amount of \$2,234,240.50.

The CR 297-A Widening and Drainage Improvements Project, which includes Pine Cone Road, consists of the construction of roadway widening, new shoulders, turn lanes, and drainage improvements throughout the project area, located in District 5.

This Change Order is requested as a result of complaints that were encountered during construction from residents on Heather Drive, Pine Cone Drive, and Calico Drive. This Change Order is broken down into the following three parts: 1) Adding a drainage pipe under Heather Drive due to water standing in the ditch along CR 297-A - \$43,468.14; 2) Relocating an existing cross drain on Pine Cone Drive so the outfall will be directly in line with the

drainage easement between Pine Cone Drive and Calico Drive - \$49,915.62; and 3) Removing the open asphalt ditch in the drainage easement between Pine Cone Drive and Calico Drive and installing a closed pipe system to improve an on-going inlet maintenance issue on Calico Drive - \$112,414.98. The total cost for the above-listed items is \$205,798.74.

Change Order #1 was issued to change the Graded Aggregate Base (GAB) to Black Base. Escambia County requires that the contractor use a layer of crack relief that extends across the entire roadway and two feet into the new paved shoulders. If GAB is used, the contractor will not be able to use crack relief on any of the widening or paved shoulders, which could cause a crack to form in the roadway approximately ten feet from the centerline. Change Order #2 was issued for changes made in the field associated with Emerald Coast Utilities Authority (ECUA) relocations. Change Order #3 was for changes made as a result of unforeseen circumstances encountered during construction.

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107/56301, Project #08EN0105]

12. Recommendation Concerning Ninth Amendment to Veterans and Dependent Counseling and Assistance Services Agreement - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Ninth Amendment to Veterans and Dependent Counseling and Assistance Services Agreement between Escambia County and Disabled American Veterans Department of Florida, Inc. (DAV), extending Contract provisions for the period of October 1, 2012, through September 30, 2013, in the amount of \$15,000.

[Funding Source: Fund 001, General Fund, Cost Center 320202, Public Social Services - \$15,000]

13. Recommendation Concerning Reed Maintenance Services, Inc. - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning Reed Maintenance Services, Inc.:

- A. Approve the Certificate of Need permitting Reed Maintenance Services, Inc., to operate in Escambia County;
- B. Approve the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste with Reed Maintenance Services, Inc.;
- C. Authorize the Chairman to execute the Certificate of Need; and
- D. Authorize the County Administrator to execute the Franchise Agreement.

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

14. Recommendation Concerning a Resolution Supporting the Solid Waste Annual Dump Dash 5K and Trash-A-Thon Fundraiser Event - Patrick T. Johnson, Solid Waste Management Director

That the Board take the following action concerning the Solid Waste Annual Dump Dash 5K and Trash-A-Thon:

- A. Adopt the Resolution supporting the Solid Waste Annual Dump Dash 5K and Thrash-A-Thon Fundraiser Event as a source for significant funding for educational outreach and for the benefit of County services and facilities; and
- B. Authorize the Chairman to sign the Resolution.

[Funding: Fund 101, Escambia County Restricted Fund. Cost Center to be determined at time of Supplemental Budget Amendment.]

15. Recommendation Concerning Change Order Number 4 to Purchase Order 120294 to Securitas Security Services USA, Inc., for Security Services at the Corrections Department, Work Release Program Division - Gordon C. Pike, Corrections Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 4 to Purchase Order 120294, to Securitas Security Services USA, Inc., in the amount of \$6,500, for security services provided at the Corrections Department, Work Release Program:

Department:	Corrections
Division:	Community Corrections/ Work Release Program
Type:	Addition
Amount:	\$6,500
Vendor:	Securitas Security Services USA, Inc.
Project Name:	N/A
Contract:	N/A
PO:	120294
Change Order No.:	120294-4
Original Award Amount:	\$38,000
Cumulative Amount of Change Orders through this CO:	\$18,000
New P.O. Total:	\$56,000

In accordance with the Escambia County Code of Ordinances, Chapter 46-48, Amendments/Changes After Award, Board approval is required to award Change Orders that have reached or exceeded \$50,000.

[Funding Source: Fund 114, Corrections Department, Cost Center 290305, Work Release Program, Object Code 53401]

16. Recommendation Concerning Approval to Purchase from Dell Computer Hardware - David Musselwhite, Information Technology Department Director

That the Board approve the purchase of computers from Dell Marketing, in the not-to-exceed amount of \$160,000, Florida State Contract Number 250-000-03-1.

[The funds are available in the current Budget, Fund 001, General Fund, Cost Center 270102, Object Code 56401.]

17. Recommendation Concerning the Rebuild of Four Munters Fresh Air Units (Dehumidifiers) at the Pensacola Civic Center - Amy Lovoy, Management and Budget Services Department Director

**DUE TO HURRICANE ISAAC, THE BID OPENING WAS DELAYED TO FRIDAY AT 3:00 P.M., AUGUST 31, 2012. THE RECOMMENDATION AND BACKUP WILL BE DISTRIBUTED UNDER SEPARATE COVER.**

18. Recommendation Concerning Supplemental Budget Amendment #254 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #254, Escambia Restricted Fund (101) in the amount of \$3,750, to recognize reimbursements from the Southeastern States Manhunt Field Trial Teams, and to appropriate these funds for related operational expenses at the Road Prison.

19. Recommendation Concerning Adoption of a Resolution Authorizing Disaster Related Overtime for Exempt Employees of the Board of County Commissioners - Amy Lovoy, Management & Budget Services Department Director

That the Board adopt the Resolution authorizing overtime payments for exempt employees who worked more than 40 hours during the week commencing on Saturday, August 25, 2012, due to the activation of the Emergency Operation Center as a result of the declared state of emergency for Hurricane Isaac.

## COUNTY ATTORNEY'S REPORT

### I. For Action

1. Recommendation Concerning the Settlement of a Worker's Compensation Claim involving John Crumel

That the Board approve a Workers' Compensation settlement for claimant, John Crumel, in the amount of \$125,000.00, inclusive of all outstanding attorney's fees and costs for a full and complete settlement of Mr. Crumel's worker's compensation claim.

### II. For Information

1. Recommendation Concerning Information Regarding Mohamed A. Mohamed v. Escambia County, Case No. 2011 CA 000771

That the Board accept the attached information concerning *Mohamed A. Mohamed v. Escambia County*, 1D11-6952, Circuit Case No. 2011 CA 000771, Rezoning Case No. Z-2011-04.

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





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

**AI-3170**

**Proclamations 6.**

**BCC Regular Meeting**

**Meeting Date:** 09/06/2012

**Issue:** Adoption of Proclamations

**From:** Charles R. (Randy) Oliver, County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

---

**RECOMMENDATION:**

Proclamations.

Recommendation: That the Board take the following action concerning the adoption of the following two Proclamations:

A. The Proclamation commending and congratulating the many individuals in Zelica Grotto who contribute their time, service, and resources with extraordinary kindness, compassion, and insight to all members of our community; and

B. The Proclamation honoring and commemorating the life of Mr. John B. Guttman, who is remembered as a distinguished businessman, former County Commissioner, and leader in the community, and extending best wishes to the Guttman family on the occasion of their family reunion on September 8, 2012.

**BACKGROUND:**

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

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

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**PROCLAMATION**

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

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

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

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

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

**NOW, THEREFORE, BE IT PROCLAIMED**, *that the Board of County Commissioners of Escambia County, Florida, commends and congratulates the many individuals in Zelica Grotto who contribute their time, service, and resources with extraordinary kindness, compassion, and insight to all members of our community.*

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

---

*Wilson B. Robertson, Chairman  
District One*

*Gene M. Valentino, Vice Chairman  
District Two*

*Marie Young, District Three*

*Grover C. Robinson, IV, District Four*

*Kevin W. White, District Five*

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

---

*Deputy Clerk*

Adopted: September 6, 2012

**PROCLAMATION**

**WHEREAS**, the late John B. Guttman, was born in 1839 in Bavaria, Germany, and lived his early years there until immigrating to the United States in 1866; and

**WHEREAS**, in 1872, John and his wife, Miss Adelaide Sutter, settled in Pensacola, Florida, where they raised five children together: Blanche, Florence, Lilly Belle, John B., and Louis Brent. John and his family were active members of the Catholic Church; and

**WHEREAS**, Mr. Guttman made a living as a watchmaker and jeweler prior to his involvement in the timber and lumber industry. He was an initial partner in the Pensacola Street Car Company in 1881; and

**WHEREAS**, Mr. Guttman served the Pensacola community in varied, distinguished positions of civic service. He and his associates purchased the first steam fire engine in Pensacola, replacing the hand carts at his personal expense for the good of the city. In 1883, he was President of the Board of Health during the severe yellow fever outbreak that overtook Pensacola; and

**WHEREAS**, from May 19, 1981, to May 18, 1893, John B. Guttman served his community as an Escambia County Commissioner. He was also an officer in the Osceola Club, a social club in Pensacola in 1897; and

**WHEREAS**, in the State military, Mr. Guttman had the rank of Captain of the Pensacola Guards, a military company organized and equipped at his own expense. He also served on the staff of Governors Bloxham and Perry; and

**WHEREAS**, on his 77th birthday, the Pensacola News Journal named John B. Guttman, who was well-liked during his life, "the youngest old man in town"; and

**WHEREAS** John B. Guttman personally invested in improving life for the citizens of Pensacola whether by purchasing the first fire truck or travelling to Washington D.C., on his own dime, in order to secure sorely needed funds for fighting a yellow fever epidemic. He died October 28, 1920, in Pensacola and is buried at St. John's Cemetery.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, honors and commemorates the life of Mr. John B. Guttman, who is remembered as a distinguished businessman, former County Commissioner, and leader in the community, and extends best wishes to the Guttman family on the occasion of their family reunion on September 8, 2012.

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

\_\_\_\_\_  
Wilson B. Robertson, Chairman  
District One

Gene M. Valentino, Vice Chairman  
District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

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

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

Adopted: September 6, 2012



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-3084

Public Hearings 8.

#### BCC Regular Meeting

**Meeting Date:** 09/06/2012

**Issue:** 5:31 p.m. Public Hearing – Vacate a Portion of Allerton Avenue

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

**Organization:** Public Works

**CAO Approval:**

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#### **RECOMMENDATION:**

5:31 p.m. Public Hearing for consideration of the Petition to Vacate a portion of Allerton Avenue, as petitioned by Scott Carlson, Denise Carlson, and Ramzan Ali, as Trustees of the Ramzan Ali Trust, dated July 21, 2008.

**Recommendation:** That the Board take the following action concerning the Petition to Vacate a portion of Allerton Avenue (approximately 0.07 acres), as petitioned by Scott Carlson, Denise Carlson, and Ramzan Ali, as Trustees of the Ramzan Ali Trust, dated July 21, 2008:

- A. Approve the Petition to Vacate a portion of Allerton Avenue (approximately 0.07 acres), as petitioned by Scott Carlson, Denise Carlson, and Ramzan Ali, as Trustees of the Ramzan Ali Trust, dated July 21, 2008;
- B. Accept the Hold Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. 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.

The petitioners, Scott Carlson, Denise Carlson, and Ramzan Ali, own property in the Brentwood Park Subdivision, as recorded in Plat Book 1, at Pages 11, 11A, 11B, and 11C of the Public Records of Escambia County, Florida. A portion of Allerton Avenue (Park Avenue) was previously vacated in 2001, as evidenced by a Resolution recorded in Official Records Book 4677, at Page 180. The petitioners are asking that the Board vacate any interest they may have in the remaining portion of Allerton Avenue, formally known as Park Street, lying east of "W" Street and South of Yoakum Court (approximately 0.07 acres), abutting their property. Staff has made no representations to the Petitioners that Board approval of this request operates to confirm the vesting or return of title to the land in the Petitioner or any other interested party.

#### **BACKGROUND:**

The petitioners, Scott Carlson, Denise Carlson and Ramzan Ali, own property in the Brentwood Park Subdivision as recorded in Plat Book 1 at Page 11, 11A, 11B and 11C of the Public Records of Escambia County, Florida. A portion of Allerton Avenue (Park Avenue) was previously vacated in 2001 as evidenced by a Resolution recorded in Official Records Book 4677 at Page 180. The petitioners are asking that the Board vacate any interest they may have in the remaining portion of Allerton Avenue, formally known as Park Street, lying East of "W" Street and South of Yoakum Court (approximately 0.07 acres) abutting their property. Staff has made no representations to the Petitioners that Board approval of this request operates to confirm the vesting or return of title to the land in the Petitioner or any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objection to the vacation. All utility companies concerned have been contacted and have no objections to the requested vacation with the exception of Emerald Coast Utilities (ECUA), who would like to retain an easement. No one will be denied access to his or her property as a result of this vacation.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Upon Board approval of the vacation, the necessary documents will be signed and delivered to the Petitioners, who will have them recorded in the public records and will have notices published.

Staff has been in contact with Stephen B. Shell, Shell, Fleming, Davis & Menge, agent for the Petitioners.

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**Attachments**

Petition

Hold Harmless Agreement - Ali

Hold Harmless Agreement - Carlson

Resolution

Notice of Adoption

Aerial Map

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

Petitioners, hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a portion of Allerton Avenue lying between Yoakum Court as its southern boundary and Michigan Avenue as its northern boundary and other lands in Block 39, Brentwood Park, a subdivision recorded in Plat Book I at Page II, IIA, IIB, and IIC, all in Escambia County, Florida, a copy of a map thereto being attached hereto as Exhibit "A", and further state as follows:

1. That the Petitioners, **SCOTT CARLSON, DENISE CARLSON, and RAMZAN ALI, as Trustee of the Ramzan Ali Trust dated July 21, 2008** presently own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

A. That portion of Allerton Avenue lying between Yoakum Court as its southern boundary and Michigan Avenue as its northern boundary, all lying and being in Escambia County, Florida.

B. Begin at the Northwest Corner of Block 39, Brentwood Park, a Subdivision recorded in Plat Book I at Page II, IIA, IIB, and IIC of the Public Records of Escambia County, Florida; Thence go S 00°03'54" W along the West Line of said Block 39 for 107.70 feet to a point of curvature of a curve to the left having a radius of 200.00 feet; Thence go southeasterly along said curve 122.37 feet to the western right of way line of "W" Street; The aforementioned curve has a central angle of 35°03'18", a Chord Bearing of S 17°27'45" E, and a Chord Distance of 120.47 feet; Said western right of way line of "W" Street being a curve concave to the southeast and having a radius of 1185.92 feet; Thence go southerly along said curve 91.98 feet to the Northern right of way line of Yoakum Court; The aforementioned curve has a central angle of 04°26'38". A Chord Bearing of S 22°02'36" W, and a Chord Distance of 91.96 feet; Thence go S 89°57'51" W along said northern right of way line 4.49 feet; Thence go N 00°33'16" E 307.87 feet to the Point of Beginning. The above described parcel of land contains 0.076 acres.

2. That the Petitioners, **SCOTT CARLSON, DENISE CARLSON, and RAMZAN ALI, as Trustee of the Ramzan Ali Trust dated July 21, 2008**, desire that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in:

Section 46, Township 1 South, Range 30 West (46-1S-30); portions of which are recorded in: Plat Book I at Page II, IIA, IIB, and IIC, of the public records of Escambia County, Florida.

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

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

Petitioners acknowledge that:

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

**PETITIONERS:**



\_\_\_\_\_  
Scott Carlson



\_\_\_\_\_  
Denise Carlson

 MAY. 23. 2012

\_\_\_\_\_  
Ramzan Ali, as Trustee of the Ramzan Ali Trust  
Dated July 21, 2008

**PETITIONERS MAILING ADDRESS:**

Scott and Denise Carlson  
815 Tara Circle  
Cantonment, FL 32533

Ramzan Ali  
P. O. Box 6231  
Pensacola, FL 32503



**AGENTS FOR PETITIONERS:**

Stephen B. Shell  
Shell, Fleming, Davis & Menge  
226 Palafox Place, Ninth Floor  
Pensacola, Florida 32502  
(850) 434-2411 phone  
(850) 435-1074 fax  
[sshell@shellfleming.com](mailto:sshell@shellfleming.com)  
Attorney for Scott and Denise Carlson

*May 29*  
\_\_\_\_\_, 2012  
Date

## **HOLD HARMLESS AGREEMENT**

**WHEREAS, Ramzan Ali, as Trustee of the Ramzan Ali Trust Dated July 21, 2008** (hereafter called "Petitioner"), has requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III (A) of the Board of County Commissioners; and

**WHEREAS, the Board of County Commissioners of Escambia County, Florida** (hereafter called "County"), has no objection to granting such petition, providing that certain covenants and agreements are made on behalf of the citizens and residents of Escambia County, Florida, and on behalf of Escambia County;

**NOW, THEREFORE, in consideration of One Dollar (\$1.00) and the mutual promises contained herein, Petitioner and County do agree as follows:**

1. County, pursuant to the authority of and after compliance with the requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III (A), agrees to vacate, abandon, and close the following described public street, road, alleyway or a portion thereof, or other land dedicated for public use and to surrender, renounce and disclaim any right of the County and public in and hereto:

A. That portion of Allerton Avenue lying between Yoakum Court as its southern boundary and Michigan Avenue as its northern boundary, all lying and being in Escambia County, Florida.

B. Begin at the Northwest Corner of Block 39, Brentwood Park, a Subdivision recorded in Plat Book I at Page II, IIA, IIB, and IIC of the Public Records of Escambia County, Florida; Thence go S 00°03'54" W along the West Line of said Block 39 for 107.70 feet to a point of curvature of a curve to the left having a radius of 200.00 feet; Thence go southeasterly along said curve 122.37 feet to the western right-of-way line of "W" Street; The aforementioned curve has a central angle of 35°03'18", a Chord Bearing of S 17°27'45" E, and a Chord Distance of 120.47 feet; Said western right-of-way line of "W" Street being a curve concave to the southeast and having a radius of 1185.92 feet; Thence go southerly along said curve 91.98 feet to the Northern right-of-way line of Yoakum Court; The aforementioned curve has a central angle of 04°26'38", A Chord Bearing of S 22°02'36" W, and a Chord Distance of 91.96 feet; Thence go S 89°57'51" W along said northern right-of-way line 4.49 feet; Thence go N 00°33'16" E 307.87 feet to the Point of Beginning. The above described parcel of land contains 0.076 acres.

2. Petitioner hereby covenants and agrees that he has complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III (A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.

3. Petitioner hereby covenants and warrants that no person will be denied ingress/egress or access to their property or use by the vacation of the public rights-of-way or other land which is described herein.

4. Petitioner further hereby agrees to defend, indemnify and hold harmless Escambia County, its agents and employees against any and all liability, claims, suits, actions, debts, damages, losses, costs, charges and expenses, including court costs and attorney's fees which may or might arise because of or related to the vacation of the public rights-of-way, alleyway, or other land dedicated for public use which is described herein.

*Executed in the presence of:*



Ramzan Ali, as Trustee of the Ramzan Ali Trust Dated July 21, 2008

Date: Aug. 8-12.



Witness:



Print name:



Witness:

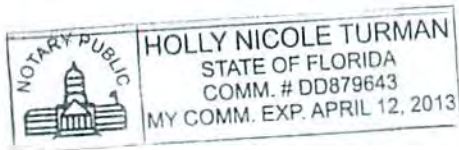


Print name:

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of August, 2012, by Ramzan Ali, as Trustee of the Ramzan Ali Trust Dated July 21, 2008. He is ( ) personally known to me, (X) produced current Florida/Other Florida Drivers License driver's license as identification, and/or ( ) produced current PA150-720-570570 as identification.

(Notary Seal must be affixed)



Holly Turman  
Notary Public  
Print name: Holly Turman  
Commission Expires: 4/12/2013  
Commission Number: DD879643

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By \_\_\_\_\_  
~~Grover Robinson, Chairman~~  
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

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

Approved by the B.C.C. on: \_\_\_\_\_

## **HOLD HARMLESS AGREEMENT**

**WHEREAS, SCOTT CARLSON AND DENISE CARLSON**, hereafter called "Petitioners" have requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida, hereafter called "County" has no objection to granting such petition, providing that certain covenants and agreements are made on behalf of the citizens and residents of Escambia County, Florida, and on behalf of Escambia County;

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and the mutual promises contained herein, Petitioners and County do agree as follows:

1. County, pursuant to the authority of and after compliance with the requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III (A), agrees to vacate, abandon, and close the following described public street, road, alleyway or a portion thereof, or other land dedicated for public use and to surrender, renounce and disclaim any right of the County and public in and hereto:

- A. That portion of Allerton Avenue lying between Yoakum Court as its southern boundary and Michigan Avenue as its northern boundary, all lying and being in Escambia County, Florida.
- B. Begin at the Northwest Corner of Block 39, Brentwood Park, a Subdivision recorded in Plat Book I at Page II, IIA, IIB, and IIC of the Public Records of Escambia County, Florida; Thence go S 00°03'54" W along the West Line of said Block 39 for 107.70 feet to a point of curvature of a curve to the left having a radius of 200.00 feet; Thence go southeasterly along said curve 122.37 feet to the western right of way line of "W" Street; The aforementioned curve has a central angle of 35°03'18", a Chord Bearing of S 17°27'45" E, and a Chord Distance of 120.47 feet; Said western right of way line of "W" Street being a curve concave to the southeast and having a radius of 1185.92 feet; Thence go southerly along said curve 91.98 feet to the Northern right of way line of Yoakum Court; The aforementioned curve has a central angle of 04°26'38". A Chord Bearing of S 22°02'36" W, and a Chord Distance of 91.96 feet; Thence go S 89°57'51" W along said northern right of way line 4.49 feet; Thence go N 00°33'16" E 307.87 feet to the Point of Beginning. The above described parcel of land contains 0.076 acres.

2. Petitioners hereby covenant and agree that they have complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III (A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.

3. Petitioners hereby covenant and warrant that no person will be denied ingress/egress or access to their property or use by the vacation of the public rights-of-way or other land which is described herein.

4. Petitioners further hereby agree to defend, indemnify and hold harmless Escambia County, its agents and employees against any and all liability, claims, suits, actions, debts, damages, losses, costs, charges and expenses, including court costs and attorney's fees which may or might arise because of or related to the vacation of the public rights-of-way, alleyway, or other land dedicated for public use which is described herein.

Executed in the presence of:

Aubre Rogers

Witness

Aubre Rogers

Print name

Stephanie Holmes

Witness

Stephanie Holmes

Print name

Scott Carlson

Scott Carlson, Petitioner

Date: 7-23-12

Aubre Rogers

Witness

Aubre Rogers

Print name

Stephanie Holmes

Witness

Stephanie Holmes

Print name

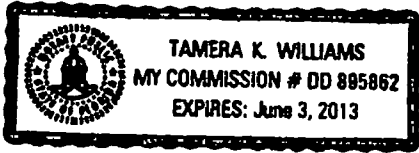
Denise Carlson

Denise Carlson, Petitioner

Date: 7/23/12

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of July, 2012, by SCOTT CARLSON and DENISE CARLSON. They are  personally known to me,  produced current Florida/Other FL ID # C642804588650 driver's license as identification, and/or  produced current FL ID # C642784581310 as identification.



(Notary Seal must be affixed)

Tamera K. Williams  
Notary Public  
Print name: Tamera K. Williams  
Commission Expires: June 3, 2013  
Commission Number: DD 895862

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By \_\_\_\_\_  
~~Grover Robinson, Chairman~~  
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

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

Approved by the B.C.C. on: \_\_\_\_\_

RESOLUTION NUMBER R\_\_\_\_\_ - \_\_\_\_\_

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING, ABANDONING, AND CLOSING CERTAIN PUBLIC PROPERTY ACQUIRED FOR EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS, OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

WHEREAS, SCOTT CARLSON, DENISE CARLSON, RAMZAN ALI, as Trustee of the Ramzan Ali Trust dated July 21, 2008 have petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

WHEREAS, the Board of County Commissioners of Escambia County, Florida, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

- A. That portion of Allerton Avenue lying between Yoakum Court as its southern boundary and Michigan Avenue as its northern boundary, all lying and being in Escambia County, Florida.
- B. Begin at the Northwest Corner of Block 39, Brentwood Park, a Subdivision recorded in Plat Book I at Page II, IIA, IIB, and IIC of the Public Records of Escambia County, Florida; Thence go S 00°03'54" W along the West Line of said Block 39 for 107.70 feet to a point of curvature of a curve to the left having a radius of 200.00 feet; Thence go southeasterly along said curve 122.37 feet to the western right of way line of "W" Street; The aforementioned curve has a central angle of 35°03'18", a Chord Bearing of S 17°27'45" E, and a Chord Distance of 120.47 feet; Said western right of way line of "W" Street being a curve concave to the southeast and having a radius of 1185.92 feet; Thence go southerly along said curve 91.98 feet to the Northern right of way line of Yoakum Court; The aforementioned curve has a central angle of 04°26'38". A Chord Bearing of S 22°02'36" W, and a Chord Distance of 91.96 feet; Thence go S 89°57'51" W along said northern right of way line 4.49 feet; Thence go N 00°33'16" E 307.87 feet to the Point of Beginning. The above described parcel of land contains 0.076 acres.

and any right of the County and the public in and to the above described road rights-of-way, alleyway or other land dedicated for public use is hereby surrendered, renounced and disclaimed; and



WHEREAS, Petitioner(s), SCOTT CARLSON, DENISE CARLSON, AND RAMZAN AL, as Trustee of the Ramzan Ali Trust dated July 21, 2008, have caused to be published on \_\_\_\_\_, A.D., 20\_\_\_\_, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:31 p.m. on September 6, 2012 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, and closing of existing public streets, rights-of-way, alleyways, roads, highways, other places used for travel, or other lands dedicated for public use or purposes, or any portions thereof, to renounce and disclaim any right of the County and the Public in and to said lands will not materially interfere with the County road system or the delivery of public services and will not deprive any person of any reasonable means of ingress/egress to such person's property.

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

1. That the motion to vacate is hereby adopted and approved.
2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed;
  - A. That portion of Allerton Avenue lying between Yoakum Court/as its southern boundary and Michigan Avenue as its northern boundary, all lying and being in Escambia County, Florida.
  - B. Begin at the Northwest Corner of Block 39, Brentwood Park, a Subdivision recorded in Plat Book I at Page II, IIA, IIB, and IIC of the Public Records of Escambia County, Florida; Thence go S 00°03'54" W along the West Line of said Block 39 for 107.70 feet to a point of curvature of a curve to the left having a radius of 200.00 feet; Thence go southeasterly along said curve 122.37 feet to the western right of way line of "W" Street; The aforementioned curve has a central angle of 35°03'18", a Chord Bearing of S 17°27'45" E, and a Chord Distance of 120.47 feet; Said western right of way line of "W" Street being a curve concave to the southeast and having a radius of 1185.92 feet; Thence go southerly along said curve 91.98 feet to the Northern right of way line of Yoakum Court; The aforementioned curve has a central angle of 04°26'38". A Chord Bearing of S 22°02'36" W, and a Chord Distance of 91.96 feet; Thence go S 89°57'51" W along said northern right of way line 4.49 feet; Thence go N 00°33'16" E 307.87 feet to the Point of Beginning. The above described parcel of land contains 0.076 acres.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed; provided however, that the adoption and approval of this resolution by the Board of County Commissioners is conditioned on the above-described vacated area remaining subject to a utility easement in favor of Emerald Coast Utilities Authority (ECUA).

3. That this resolution shall be spread upon the minutes of the Board of County Commissioners of Escambia County, Florida, and said petitioner shall publish a notice of its adoption one time within thirty (30) days hereafter in a newspaper of general circulation in Escambia County, Florida.

ESCAMBIA COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By \_\_\_\_\_  
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

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

Adopted: \_\_\_\_\_

**NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS VACATING, ABANDONING, AND CLOSING EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.**

NOTICE IS HEREBY GIVEN that on \_\_\_\_\_, A.D., 2012, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III (A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

- A. That portion of Allerton Avenue lying between Yoakum Court as its southern boundary and Michigan Avenue as its northern boundary, all lying and being in Escambia County, Florida.
- B. Begin at the Northwest Corner of Block 39, Brentwood Park, a Subdivision recorded in Plat Book I at Page II, IIA, IIB, and IIC of the Public Records of Escambia County, Florida; Thence go S 00°03'54" W along the West Line of said Block 39 for 107.70 feet to a point of curvature of a curve to the left having a radius of 200.00 feet; Thence go southeasterly along said curve 122.37 feet to the western right of way line of "W" Street; The aforementioned curve has a central angle of 35°03'18", a Chord Bearing of S 17°27'45" E, and a Chord Distance of 120.47 feet; Said western right of way line of "W" Street being a curve concave to the southeast and having a radius of 1185.92 feet; Thence go southerly along said curve 91.98 feet to the Northern right of way line of Yoakum Court; The aforementioned curve has a central angle of 04°26'38". A Chord Bearing of S 22°02'36" W, and a Chord Distance of 91.96 feet; Thence go S 89°57'51" W along said northern right of way line 4.49 feet; Thence go N 00°33'16" E 307.87 feet to the Point of Beginning. The above described parcel of land contains 0.076 acres.

and surrendered, renounced and disclaimed any right of Escambia County, Florida and the public in and to the aforesaid property.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2012.

Board of County Commissioners  
Escambia County, Florida

# PORTION OF ALLERTON AVENUE TO BE VACATED

Petitioners: Scott Carlson, Denise Carlson and Ramzan Ali, as Trustee of the Ramzan Ali Trust



ESCAMBIA COUNTY  
PUBLIC WORKS DEPARTMENT

JCC 05/30/12 DISTRICT 3



Portion of Allerton Avenue to be Vacated



Scott and Denise Carlson Property



Ramzan Ali Trust Property



**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-3150**

**Clerk & Comptroller's Report 9. 1.**

**BCC Regular Meeting**

**Meeting Date:** 09/06/2012

**Issue:** Acceptance of Reports

**From:** Doris Harris, Deputy Clerk to the Board

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

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**Recommendation:**

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

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

A. Payroll Expenditures for Pay Date August 31, 2012, in the amount of \$1,731,844.42; and

B. The following two Disbursement of Funds:

(1) August 16, 2012, to August 22, 2012, in the amount of \$4,272,663.00; and

(2) August 23, 2012, to August 29, 2012, in the amount of \$103,405.47.

---

**Attachments**

**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 31, 2012

Check No:	\$0.00
Direct Deposits:	\$1,181,041.41
Total Deductions and Matching Costs:	\$550,803.01
Total Expenditures:	\$1,731,844.42

ERNIE LEE MAGAHA  
 CLERK OF CIRCUIT COURT  
 ESCAMBIA COUNTY, FL.  
 2012 AUG 29 A 11:50  
 OF THE BOARD OF  
 COUNTY COMMISSIONERS



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:

08/16/12 to 08/22/12

**DISBURSEMENTS**

Computer check run of:

<u>08/22/12</u>	\$ <u>4,148,493.15</u>
<u>L-Vendor</u>	\$ <u>73,281.70</u>

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Credit Card Purchases \$ 50,888.15

Total Disbursement by Wire

\$ 50,888.15

**TOTAL DISBURSEMENTS**

\$ 4,272,663.00

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.

ERNIE LEE MAGAHA  
 CLERK OF CIRCUIT COURT  
 ESCAMBIA COUNTY, FL  
 2012 AUG 23 A 9:05  
 CLERK OF THE BOARD OF  
 COUNTY COMMISSIONERS



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:

08/23/12 to 08/29/12

DISBURSEMENTS

Computer check run of:

<u>08/29/12</u>	\$ <u>0.00</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>37,760.55</u>
Dental Insurance	\$ <u>46,427.80</u>
Credit Card Purchases	\$ <u>19,217.12</u>

Total Disbursement by Wire

\$ 103,405.47

TOTAL DISBURSEMENTS

\$ 103,405.47

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.

ERNIE LEE MAGAHA  
 CLERK OF CIRCUIT COURT  
 ESCAMBIA COUNTY, FL.  
 2012 AUG 29 P 2:44  
 CLERK OF THE BOARD OF  
 COUNTY COMMISSIONERS





**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-3152**

**Clerk & Comptroller's Report 9. 2.**

**BCC Regular Meeting**

**Meeting Date:** 09/06/2012

**Issue:** Documents Concerning State of Local Emergency

**From:** Doris Harris, Deputy Clerk to the Board

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

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**Recommendation:**

**Recommendation Concerning Acceptance of Documents Relating to State of Local Emergency**

That the Board accept, for filing with the Board's Minutes, the following documents concerning Hurricane Isaac:

A. The *Proclamation Declaring State of Local Emergency (by Member of the Board of County Commissioners)*, due to the imminent threat posed by Hurricane Isaac, effective for seven (7) days beginning 3:10 p.m., central time, August 26, 2012, as issued by Grover C. Robinson IV, District 4 County Commissioner, and transmitted to the Secretary of State, via FedEx, on August 26, 2012; and

B. The *Evacuation Order to Reduce Vulnerability to Damage, Injury, and Loss of Life or Property Resulting from an Imminent Threat*, effective 7:00 p.m. August 26, 2012, until cancelled, as issued by County Administrator Oliver and filed with the Clerk to the Board's Office on August 26, 2012.

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**Attachments**

CR I-2

**PROCLAMATION  
DECLARING STATE OF LOCAL EMERGENCY  
(BY MEMBER OF THE BOARD OF COUNTY COMMISSIONERS)**

WHEREAS, the Emergency Management Division has advised that Hurricane Isaac has the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, after due and reasonable effort, neither the Chairman nor the Vice-Chairman of the Board of County Commissioners can be timely located within Escambia County, Florida; and

WHEREAS, after due and reasonable effort, it is not possible to convene the Board of County Commissioners in a special emergency meeting and neither the Chairman nor the Vice Chairman are available; and

WHEREAS, pursuant to Escambia County Code Section 37-35 (a)(1), in such event any member of the Board of County Commissioners in order of seniority on the Board or district in numerical order may, by proclamation, declare a state of local emergency.

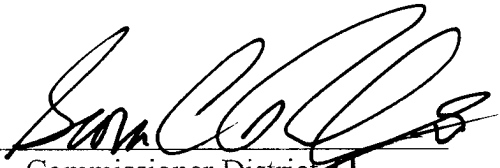
NOW THEREFORE, pursuant to Escambia County Code Section 37-35 (a)(1), I hereby proclaim, find, and declare:

1. The above recitals are true and are incorporated herein.
2. I am a duly elected member of the Board of County Commissioners of Escambia County, Florida representing District 4, since 2006.
3. A state of local emergency hereby exists in Escambia County, Florida, effective for seven (7) days beginning 3:10 p. m., central time, this 26<sup>th</sup> day of August 2012.

4. On behalf of the Board of County Commissioners, I hereby waive the procedures and formalities otherwise required of Escambia County pertaining to:
  - a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
  - b. Entering into contracts.
  - c. Incurring obligations.
  - d. Employment of permanent and temporary workers.
  - e. Utilization of volunteer workers.
  - f. Rental of equipment.
  - g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
  - h. Appropriation and expenditure of public funds.
5. The County Administrator, or his designee is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.
6. The Comprehensive Emergency Management Plan (CEMP) is hereby activated.

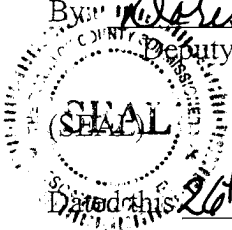
7. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or his designee, or until further action by the Board of County Commissioners terminates such authority or declares that the state of local emergency has ended.
8. This Proclamation shall be transmitted to the Secretary of State upon execution.

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

By:   
Commissioner District 4

ATTEST: ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

By:   
Deputy Clerk



Dated this 26th day of August 2012

**EVACUATION  
ORDER TO REDUCE VULNERABILITY  
TO DAMAGE, INJURY, AND LOSS OF LIFE  
OR PROPERTY RESULTING FROM AN  
IMMINENT THREAT**

WHEREAS, a state of local emergency in Escambia County, Florida, was lawfully declared by the Board of County Commissioners by Resolution R200\_\_ - \_\_ as of 3:10 a.m./(p.m.) Central Daylight Time on August 26, 2012 due to the imminent threat posed by Hurricane Isaac (hereinafter "imminent threat"); and,

WHEREAS, pursuant to paragraph 4., of such **Resolution Declaring State of Local Emergency**, the County Administrator, or his designee, has been empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the power to direct and compel evacuation of all or part of the population from stricken or threatened areas within Escambia County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property damage resulting from the imminent threat, as well as any other powers expressly or implicitly pursuant to Chapters 125 and 252, Florida Statutes, and any other provisions of our County ordinance and the Escambia County Comprehensive Emergency Management Plan; and,

NOW THEREFORE, pursuant to Chapter 252, Florida Statutes, and the adopted Escambia County Emergency Management Plan, I hereby find and declare:

1. The above recitals are true and are incorporated herein.
2. I am duly authorized to carry out the emergency management functions delegated by the Board of County Commissioners to the County Administrator or his designee.
3. The following areas of Escambia County are threatened by the imminent threat, and are hereby designated the "affected area": Level C Evacuation Area

4. In order to reduce the vulnerability of the population in the affected area to damage, injury, and loss of life or property resulting from the imminent threat, I hereby order and direct that the affected area shall be evacuated immediately.

5. In order to reduce the vulnerability of the population in the affected areas to damage, injury, and loss of life or property resulting from the imminent threat, I hereby order and direct that no persons, except duly authorized law enforcement or emergency management personnel, be allowed to enter the affected area.

6. The Sheriff of Escambia County, Florida and his deputies and assigns, are hereby authorized and empowered to take whatever lawful actions are necessary to implement this evacuation order.

7. This **Evacuation Order** shall take effect at 7:00 a.m./p.m. August 26 2012 and shall be in effect until cancelled.

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

By: Charles R. Oliver  
County Administrator/Designee

Received by the Clerk to the Board  
SEAN HARRIS  
Deputy Clerk (Signature)  
August 26, 2012  
Date



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

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

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

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

August 26, 2012

Honorable Kenneth W. Detzner  
Secretary of State  
Attention: Liz Cloud, Program Administrator  
Administrative Code Unit  
R. A. Gray Building, Room 101  
500 South Bronough Street  
Tallahassee, Florida 32399-0250

**FEDERAL EXPRESS**  
**AIRBILL NUMBER 8566 3671 5699**

Dear Mr. Detzner:

Enclosed please find two (2) certified copies of *Proclamation Declaring State of Local Emergency (by Member of the Board of County Commissioners)*, due to the imminent threat posed by Hurricane Isaac.

When this Proclamation has been filed in your office, please return one certified copy, showing the filing date, to the **Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, Attention: Doris Harris, Clerk to the Board's Office, 221 Palafox Place, Suite 130, Pensacola, Florida 32502-5843.**

Very truly yours,

Ernie Lee Magaha  
Clerk of the Circuit Court & Comptroller

By: *Doris Harris*  
Doris Harris  
Deputy Clerk to the Board

DCH/  
Enclosures

**1 From** Please print and press hard.  
 Date 8-26-2012 Sender's FedEx Account Number 1677-4434-6

Sender's Name Doris Harris, Deputy Clerk Phone (850) 595-4310

Company CLERK OF THE CIRCUIT COURT

Address 190 GOVERNMENTAL CENTER

City PENSACOLA State FL ZIP 32501

**2 Your Internal Billing Reference**  
 First 24 characters will appear on invoice. OPTIONAL

**3 To**  
 Recipient's Name Liz Cloud, Program Admr. Phone (850) 245-6271

Company FL Dept. of State - R.A. Gray Building

Recipient's Address 500 South Bronough Street

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address Administrative Code Unit, Room 101

To request a package be held at a specific FedEx location, print FedEx address here.

City Tallahassee State FL ZIP 32399-0250

Dept./Floor/Suite/Room



**4a Express Package Service**

FedEx Priority Overnight  
 Next business day<sup>AM</sup>, First business day<sup>PM</sup> if shipment will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Standard Overnight  
 Saturday Delivery NOT available.

FedEx Express Saver  
 Second business day<sup>AM</sup>, Thursday Third business day<sup>AM</sup> if shipment will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx 2Day<sup>AM</sup>  
 Second business day<sup>AM</sup>, Thursday Third business day<sup>AM</sup> if shipment will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Overnight<sup>AM</sup>  
 Next business day<sup>AM</sup>, First business day<sup>PM</sup> if shipment will be delivered on Monday unless SATURDAY Delivery is selected.

**4b Express Freight Service**

FedEx 1Day Freight<sup>AM</sup>  
 Next business day<sup>AM</sup>, First business day<sup>PM</sup> if shipment will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx 2Day Freight<sup>AM</sup>  
 Second business day<sup>AM</sup>, Thursday Third business day<sup>AM</sup> if shipment will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx 3Day Freight<sup>AM</sup>  
 Third business day<sup>AM</sup>, First business day<sup>PM</sup> if shipment will be delivered on Monday unless SATURDAY Delivery is selected.

\* Call for Confirmation:  Call for Confirmation:

FedEx Envelope and Flat Rate boxes are not available. Minimum charge: One-pound rate.

**5 Packaging**

FedEx Envelope\*  FedEx Pak\*  
 Includes FedEx Small Pak, FedEx Large Pak, and FedEx Surety Pak.

FedEx Tube  FedEx Box  Other

**6 Special Handling**

SATURDAY Delivery  
 NOT Available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight.

HOLD Weekday at FedEx Location  
 NOT Available for FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight.

HOLD Saturday at FedEx Location  
 Available ONLY for FedEx 2Day to select locations.

Does this shipment contain dangerous goods?  
 One box must be checked.

No  Yes  Yes  Yes  Yes  
 Unpackaged Shipped in Declaration Shipped in Declaration Shipped in Declaration

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.

**7 Payment Bill to:**  Recipient  Third Party  Credit Card  Cash/Check

Sender Section will be billed.

FedEx Acct. No. \_\_\_\_\_  
 Credit Card No. \_\_\_\_\_

**Total Packages** \_\_\_\_\_ **Total Weight** \_\_\_\_\_ **Total Declared Value\*** \$ \_\_\_\_\_

**8 NEW Residential Delivery Signature Options**

No Signature Required  
 For residential deliveries, we will ask the recipient to sign for the package at the time of delivery.

Direct Signature  
 For residential deliveries, we will ask the recipient to sign for the package at the time of delivery.

Indirect Signature  
 For residential deliveries, we will ask a neighbor to sign for the package at the time of delivery.

\* If you require a signature, check Direct or Indirect.

Rev. Date 8/05/09 Art #15201 ©1994-2006 FedEx-PRINTED IN U.S.A. SRY

520





**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-3151**

**Clerk & Comptroller's Report 9. 3.**

**BCC Regular Meeting**

**Meeting Date:** 09/06/2012

**Issue:** Minutes and Reports

**From:** Doris Harris, Deputy Clerk to the Board

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

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**Recommendation:**

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held August 23, 2012; and

B. Approve the Minutes of the Regular Board Meeting held August 23, 2012.

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**Attachments**

**CR I-3**

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION  
HELD AUGUST 23, 2012  
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:01 a.m. – 9:55 a.m.)

Present: Commissioner Wilson B. Robertson, Chairman, District 1  
Commissioner Gene M. Valentino, Vice Chairman, District 2  
Commissioner Grover C. Robinson IV, District 4  
Commissioner Kevin W. White, District 5  
Charles R. "Randy" Oliver, County Administrator  
Alison Rogers, County Attorney  
Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services  
Doris Harris, Deputy Clerk to the Board  
Judy H. Witterstaeter, 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 23, 2012, Regular Board Meeting, was reviewed as follows:
  - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, County Attorney Rogers, and Sandra F. "Sam" Slay, Code Enforcement Division Manager, Corrections Department, reviewed the agenda cover sheet;
  - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
  - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
  - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, County Administrator Oliver, and Amy Lovoy, Director, Management and Budget Services Department, reviewed the County Administrator's Report;
  - E. County Attorney Rogers reviewed the County Attorney's Report, and County Administrator Oliver and Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, commented concerning Item I-2; and
  - F. Commissioner Robertson reviewed his add-on item.

NAME

DEPARTMENT/AGENCY

1	Doris Harris	Clerk to the Board
2	Patty Sheldon	Clerk's Finance
3	RANDY OLIVETZ	<del>SA</del> ADMINISTRATOR
4	Judy H. Witterstaeter	CAO
5	Wilson Robertson	BCC
6	Alice Valintino	BCC
7	<del>John C. Kline</del>	BCC
8	KEVIN W WHITE	BCC
9	Alison Rogers	City Atty
10	Dianne Simpson	" " "
11	Lisa Bernau	Clerk's Office
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NAME

DEPARTMENT/AGENCY

1	<i>[Signature]</i>	FACILITIES MGT
2	Amy Lacey	MBS
3	Larry Hoodens	P/W
4	R. Stung	ECSD
5	LARRY BAKER	ECSD
6	<i>[Signature]</i>	ECSD
7	Aron Elias Barber	CITIZENS
8	Sandra Slay	ENV ENF
9	Keith Wilkins	C+E
10	DAVID MUSSEWHITE	I.T.
11	Jesse Casey	SOLE
12	Dean Kuehn	BCC-2
13	Gaudia Simon	Purch
14	Janie Taylor	M + B
15	Brandi Ziglar	PIO
16	Kathleen Dugh-Castro	PIO
17	Cam Johnson	PIO
18	Wes Moreno	P/W
19	Mike Weaver	PS
20	Greg Allen	Atkins
21	Jordan Stein	<del>Journal</del>
22	P. [Signature]	PSU
23	AL EAGAN	AVANT-GARDE
24	Jeany F. Long	DDJ
25	<i>[Signature]</i>	M. Donald Flury
26	<i>[Signature]</i>	P Works
27	Alyson Carr	DSD
28	<i>[Signature]</i>	CEO/CBA
29	J. [Signature]	DSD
30	Raven Jacobs	BCC Dist's

NAME

DEPARTMENT/AGENCY

1	Katie MacArthur	CAO
2	Betsy Ayerton	BCC D4
3	Klauna Brazwell	BCC D1
4	Nate Murrell	FWJ
5	Stefan Banks	BANKS Enterprise, LLC
6	Marilyn Wesley	DCA
7	Brebra Magall	Citizen
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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-3141**

**Growth Management Report 9. 1.**

**BCC Regular Meeting**

**Meeting Date:** 09/06/2012

**Issue:** Review of Rezoning Case Heard by the Planning Board on August 13, 2012

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

**Organization:** Development Services

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**RECOMMENDATION:**

**Recommendation Concerning the Review of the Rezoning Case(s) heard by the Planning Board on August 13, 2012**

That the Board take the following action concerning the rezoning case heard by the Planning Board on August 13, 2012:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2012- 17 or remand the case back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

**1. Case No.:** **Z-2012-09**  
**Address:** 2006 Border Street  
**Property Reference No.:** 16-2S-30-2300-001-023  
**Property Size:** 2.23(+/-) acres  
**From:** R-5, Urban Residential/Limited Office District, (cumulative) High Density  
ID-1, Light Industrial District (cumulative) (no residential uses allowed)  
**To:** ID-1, Light Industrial District (cumulative) (no residential uses allowed)  
**FLU Category:** MU-U, Mixed-Use Urban  
**Commissioner District:** 3  
**Requested by:** Wiley C. "Buddy" Page, Agent for Rick Evans, Owner  
**Speakers:** Wiley C. "Buddy" Page

**2. Case No.:** **Z-2012-17**  
**Address:** 3840 Navy Blvd  
**Property Reference No.:** 38-2S-30-1000-003-004  
**Property Size:** .44(+/-) acres  
**From:** R-2, Single-Family District (Cumulative), Low-Medium Density

To: C-1, Retail Commercial District (cumulative)  
FLU Category: MU-U, Mixed Use Urban  
Commissioner District: 2  
Requested by: Stephanie Lowry, Agent for Team Player Properties, LLC  
Planning Board Approval  
Recommendation:  
Speakers: Stephanie Lowry

**BACKGROUND:**

The above case was owner initiated and heard at the August 13, 2012 Planning Board meeting. Under the Land Development Code (LDC) 2.08.00.E.1., “the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use than recommended by the Planning Board; rather the matter shall be remanded with instructions. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony.”

To further the County’s policy of “decreasing response time from notification of citizen needs to ultimate resolution,” the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month’s rezoning cases. This report item addresses only the review and upholding of the Planning Board’s recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

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

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**Attachments**

Z-2012-09

Z-2012-17



**Z-2012-09**

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1 with them?  
 2 MR. PAGE: Yes, we do.  
 3 MR. BRISKE: Mr. Page acknowledged he does.  
 4 Pleasure of the Board. Further discussion or the  
 09:41AM 5 Chair will entertain a motion.  
 6 MS. DAVIS: I would like to place a motion,  
 7 please. I'm going to sign the Petitioner's  
 8 request for a change in zoning from VAG-1 to ID-1  
 9 together with Staff's findings and accept the  
 09:41AM 10 findings of the Staff, I should say.  
 11 MR. BRISKE: Thank you, Ms. Davis.  
 12 Mr. West.  
 13 MR. WEST: So it's clear on the record, if you  
 14 could just include in the motion that it's the  
 09:42AM 15 revised findings that Mr. Jones has presented.  
 16 MR. BRISKE: Ms. Davis.  
 17 MS. DAVIS: I recommend that we accept the  
 18 revised findings of the Staff on zoning Case  
 19 Z-2012-08 requesting VAG-1 to ID-1.  
 09:42AM 20 MR. BRISKE: Thank you for the motion. Do I  
 21 have a second?  
 22 MR. TATE: Second.  
 23 MR. BRISKE: Seconded by Mr. Tate. Any  
 24 discussion? All those in favor, say aye.  
 08:35AM 25 (Board members vote.)  
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1 MR. BRISKE: Opposed?  
 2 (None.)  
 3 MR. BRISKE: Motion carries unanimously. All  
 4 right.  
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**CASE: Z-2012-09**

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 3 APPLICANT: Wiley C. "Buddy" Page, Agent for Rick Evans,  
 Owner  
 4 ADDRESS: 2006 Border Street  
 PROPERTY REFERENCE NO.: 16-2S-30-2300-001-023  
 5 FUTURE LAND USE: MU-U, Mixed Use Urban  
 COMMISSIONER DISTRICT: 3  
 6 OVERLAY AREA: Englewood Redevelopment Area  
 7 FROM: R-5, Urban Residential/Limited Office District,  
 (cumulative) High Density  
 8 ID-1, Light Industrial District (cumulative) (no residential  
 uses allowed)  
 9  
 10 TO: ID-2, General Industrial District (noncumulative)  
 11  
 12 MR. BRISKE: Our next case is case Z-2012-09.  
 13 And this is a request from R-5, Urban Residential,  
 14 Limited Office District High Density ID-1 to ID-2,  
 09:43AM 15 General Industrial District.  
 16 Members of the Board, has there been any  
 17 ex parte communication between you, the Applicant,  
 18 the Applicant's agents, attorneys, witnesses, fellow  
 19 Planning Board members or anyone from the general  
 08:56AM 20 public prior to this hearing? I'll also ask if you  
 21 visited the subject site. And please disclose if  
 22 you are a relative or a business associate of the  
 23 Applicant or the Applicant's agent.  
 24 Starting with Mr. Stitt.  
 08:56AM 25 MR. STITT: Mr. Chairman, no to all the above.  
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1 MS. HIGHTOWER: None to all the above.  
 2 MR. GOODLOE: No ex parte or relation to the  
 3 owners, but I have visited the site.  
 4 MR. WOODWARD: No to all of the above.  
 08:51AM 5 MR. BRISKE: The Chairman, no to all of the  
 6 above.  
 7 MR. TATE: No to all of the above.  
 8 MS. DAVIS: No to all of the above.  
 9 MR. WINGATE: I am familiar with the property.  
 08:51AM 10 I just drove by to observe.  
 11 MS. SINDEL: No to all of the above.  
 12 MR. BRISKE: Thank you. Staff, was there a  
 13 notice of hearing sent to all the interested  
 14 parties?  
 08:51AM 15 MS. HALSTEAD: Yes, sir, it was.  
 16 MR. BRISKE: Thank you. And was that notice of  
 17 the hearing also posted on the subject property?  
 18 MS. HALSTEAD: Yes, sir.  
 19 MR. BRISKE: If there are no objections by Mr.  
 08:51AM 20 Page, we'll have the Staff present the maps and the  
 21 photographs.  
 22 MR. LEMOS: Juan Lemos, Escambia County  
 23 Planners.  
 24 The locational wetlands map is up on your  
 09:44AM 25 screen showing the location of the parcel with no  
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1 wetlands. This is the aerial photograph for the  
 2 parcels. Future land use showing Mixed Use Urban.  
 3 The existing land uses of the property surrounding  
 4 the proposed parcel. This is our 500 foot buffer  
 09:44AM 5 and shows the zoning for the surrounding areas  
 6 within the 500 foot buffer. This is our public  
 7 meeting sign, posted sign.  
 8 This is looking towards the southwest. Looking  
 9 towards the west from the property. Looking  
 09:45AM 10 northeast. This is looking at the actual site on  
 11 this and looking northeast. This is looking  
 12 northwest from the site. And looking southwest.  
 13 This is our 500 foot radius map for the mailings and  
 14 the mailing list.  
 09:45AM 15 MR. BRISKE: Board members, any questions of  
 16 the maps or the photography?  
 17 Okay. Mr. Page. Sir, I'll remind you that  
 18 you're still under oath. And if you would, just  
 19 again for this case, please state your name and  
 09:45AM 20 address.  
 21 MR. PAGE: Thank you, Mr. Chairman. Buddy  
 22 Page, 5337 Hamilton Lane in Pace.  
 23 MR. BRISKE: Thank you, sir.  
 24 MR. PAGE: Mr. Chairman –  
 09:46AM 25 MR. BRISKE: I'm sorry. I have to ask you  
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1 these questions because we're quasi-judicial. Do  
 2 you understand that you have the burden of providing  
 3 substantial competent evidence that the proposed  
 4 rezoning is consistent with the Comprehensive Plan  
 09:46AM 5 and further the goals, objectives and policies of  
 6 that plan, and is not in conflict with any portion  
 7 of the County's Land Development Code?  
 8 MR. PAGE: Yes, I do.  
 9 MR. BRISKE: And have you received a copy of  
 09:46AM 10 the rezoning hearing package with the Staff's  
 11 Findings-of-Fact?  
 12 MR. PAGE: I have, Mr. Chairman.  
 13 MR. BRISKE: Thank you, sir. Please proceed.  
 14 MR. PAGE: Thank you, Mr. Chairman. A brief  
 09:46AM 15 history of this site, Mr. Chairman, I think is in  
 16 order. This particular site has been used  
 17 historically as the Hinote Septic Tank – concrete  
 18 septic tank business since 1956. And they produced  
 19 probably, I would say for many years, the only  
 09:46AM 20 concrete septic tank product available in two or  
 21 three counties for some period of time.  
 22 When it was purchased, they wanted to continue  
 23 that type of use, given the fact that it is a very  
 24 small parcel of property. They had a batch plant  
 09:47AM 25 concrete operation ongoing, which is basically a  
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1 portable type of device with the tanks up in the  
 2 air. The product is made. And it is either formed  
 3 there or it's sold by the cubic yard to landscapers  
 4 or a truck type of operation.  
 09:47AM 5 About a month and a half after they began doing  
 6 this with the different type of equipment, they  
 7 received a – actually, a code enforcement officer  
 8 apparently drove by and told them that they would  
 9 probably need to check rezoning because they didn't  
 09:48AM 10 think a concrete plant in that particular area was  
 11 an allowed use. So the owner and his partners  
 12 checked, and sure enough – it was prior to my  
 13 time – wasn't allowed. Simply was not allowed in  
 14 that area even though it had been used for that type  
 09:48AM 15 of thing for some period of time.  
 16 So they set about to change the zoning to a  
 17 category that would allow that type of operation.  
 18 And under Criteria 1, consistency with the  
 19 Comprehensive Plan, Mr. Chairman, it talks about not  
 09:48AM 20 being consistent, but it would be for compatible  
 21 infill. The owners of the property feel – felt and  
 22 still feel what they are proposing is compatible  
 23 with the area. It is rail front, as the Board  
 24 knows. It has an operation north of it and south of  
 09:49AM 25 it that is highly nonresidential. The property has  
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1 – a portion of it is industrial now, ID-1, but they  
 2 simply could not put that use in place.  
 3 And it also says here under Criteria 2, Mr.  
 4 Chairman, moving on to that – and I read under  
 09:49AM 5 605.18, the uses for which this district is designed  
 6 to accommodate include general assembly warehousing  
 7 and distribution facilities; in addition, major  
 8 repair and service activities, as well as  
 9 manufacturing activities meeting performance  
 09:49AM 10 standards.  
 11 So we originally thought that – this is a  
 12 small operation. By the time you take the two acres  
 13 and take away the landscaping, the holding pond that  
 14 was designed for it and engineered, by the time you  
 09:50AM 15 take all that away it's going to be small operation.  
 16 And these portable type of concrete facilities  
 17 certainly meet the EPA and the Florida DEP  
 18 requirements on the thing that concrete plants  
 19 always have to fight, and that's called fugitive  
 09:50AM 20 dust emissions. They have baffles, they have fans,  
 21 they have a number of things to control fugitive  
 22 dust or dust that escapes out. So we felt like we  
 23 could meet all of that being – in many other areas  
 24 it already does meet those qualifications. Why  
 09:50AM 25 can't it meet it here. And by doing that then it  
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1 could be something that does not produce a noxious  
 2 use and it would then meet performance standards.  
 3 Under roadway access, moving along. One of the  
 4 other concerns that was presented here is that of  
 09:50AM 5 something like this being located on what is  
 6 essentially a residential street. Mr. Chairman,  
 7 Border Street might have some residences on the  
 8 westerly side of Border Street, but we would submit  
 9 that Border Street always has been and will continue  
 09:51AM 10 to be a shortcut underneath the viaduct at Mobile  
 11 Highway where Martines used to be, straight up and  
 12 connecting into Fairfield Drive. It is not a  
 13 classic residential street where people just simply  
 14 pull in, go a certain number of blocks and pull into  
 09:51AM 15 their homes.  
 16 On the right-hand side, almost exclusively all  
 17 the way up, it is either an ID-1 or 2 type of  
 18 activity, not necessarily being zoned for that. So  
 19 we think that roadway access in terms of some  
 09:51AM 20 concern about Border being designated as just a  
 21 local residential road is perhaps a misnomer.  
 22 Almost comparing that to the same thing as  
 23 Stumpfield Drive going through Marcus Pointe before  
 24 it gets back into the industrial area. There are  
 09:52AM 25 tractor trailer trucks that drive right through that  

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1 subdivision to get to the back, and that's a County  
 2 industrial park designed just that way. So we don't  
 3 think that what we are requesting here is certainly  
 4 going to have much more impact than a tractor  
 09:52AM 5 trailer truck pulling in front of quarter million  
 6 dollar home in the Marcus Pointe area.  
 7 And, Mr. Chairman, also under industrial use  
 8 criteria, I read under Number 4, it says, sites for  
 9 industrial uses shall be located in convenient areas  
 09:52AM 10 to the labor supply, raw materials and sources for  
 11 market areas. We think that being located in there  
 12 certainly would give rise to some economic  
 13 opportunity. And the owners are aware that it is in  
 14 a redevelopment area. As a matter of fact, Border  
 09:52AM 15 Street separates Englewood Redevelopment area from  
 16 yet another redevelopment area right across the  
 17 street. They also are aware that there are a number  
 18 of financial incentives involved in being in a  
 09:53AM 19 community redevelopment area, especially where there  
 20 may be some subsidy towards wages for a certain  
 21 period of time if you meet the criteria of hiring  
 22 people that are within that particular area. So  
 23 they're aware of that and will certainly take  
 24 advantage, if approved.  
 09:53AM 25 Under Criteria 5, the effect on the natural  

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1 environment. They have documentation that the type  
 2 of equipment that they have operating on the site,  
 3 which they removed when they found out it was not  
 4 zoned, that can meet that type of situation.  
 09:53AM 5 The development patterns that are in that area,  
 6 we have not observed any new type of residential  
 7 activities going on in there. It appears to us that  
 8 when something becomes available it becomes  
 9 converted over to a nonresidential use.  
 09:53AM 10 And, Mr. Chairman, with regard to comments from  
 11 the community redevelopment area, my only comment  
 12 perhaps would be in response to Item 2, which has a  
 13 percentage breakdown that says at the very end of  
 14 that paragraph, the majority of the industrial uses  
 09:54AM 15 are located along the railroad track west of  
 16 Hollywood Avenue. That's right where we are.  
 17 That's exactly where we are. So that's the only  
 18 response we would have probably for that.  
 19 I would also, in closing, Mr. Chairman,  
 09:54AM 20 indicate to you that as a roadmap of activity, if  
 21 you will, we know and this Board knows if we have a  
 22 particular type of use that we need to change the  
 23 adopted map, we have a procedure dealing with Staff  
 24 in terms of filling out the appropriate forms. We  
 09:55AM 25 know the roadmap on how to go before this body and  

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1 the County Commissioners and have things presented  
 2 for consideration for change. That's not the case  
 3 with the community redevelopment area process.  
 4 And I was just speaking Mr. Wilkins about that.  
 09:55AM 5 There is no procedure. There is no application to  
 6 make changes to that. If this Board reviewed and  
 7 approved that in 2009 and it went to the County  
 8 Commissioners, we don't know how to change it.  
 9 There's no process. There's no roadmap for that.  
 09:55AM 10 So we have a conundrum here. While we can deal with  
 11 one body, we can't necessarily openly deal with the  
 12 other, because to date, that's simply not been  
 13 considered and put into place. Mr. Wilkins may  
 14 certainly correct me on that, but that was my  
 09:55AM 15 understanding of our discussion.  
 16 So Mr. Chairman, we are requesting the ID-2  
 17 because of a specific use that the owner was using  
 18 the property for, shut it down, moved it off site.  
 19 Matter of fact, is in operation right now. I think  
 09:56AM 20 Mr. Campbell has it up in the good town of Century  
 21 right now, operating up there benefiting those  
 22 folks, but he wants to bring that back down and set  
 23 it up at that location.  
 24 The other problem that we have – and I'll  
 09:56AM 25 close with this – is ID-2 is very similar to what  

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1 this Board looked at over the past year or so as far  
 2 as the things that are allowed under C-1 – or  
 3 rather C-2, the bars, the nightclubs and how that  
 4 competes and generally gets a lot of neighborhoods  
 09:56AM 5 up in arms when they hear that type of thing is  
 6 coming in because it will allow that. Well, this  
 7 Board separated that out so that it now has its own  
 8 specific use. The problem we have with ID-2 is –  
 9 and this would be a complicated one, and I  
 09:56AM 10 acknowledge for the Staff – would be to identify  
 11 some of those things that would require ID-2  
 12 categories that could be compatible. We think we  
 13 have something here that meets all the rules and  
 14 regulations but it happens to be a concrete plant,  
 09:57AM 15 and for that name, it's simply shipped over to  
 16 something that is very difficult to accomplish in  
 17 these types of areas.  
 18 So Mr. Chairman, I will conclude my remarks.  
 19 Thank you.  
 09:57AM 20 MR. BRISKE: Board members, questions of Mr.  
 21 Page 4.  
 22 MR. TATE: I have a question.  
 23 MR. BRISKE: Mr. Tate.  
 24 MR. TATE: Mr. Page, you mentioned that this  
 09:57AM 25 was an ongoing use. You just mentioned that it's  
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1 since shut down and moved. And that's occurred  
 2 since code enforcement came; is that correct?  
 3 MR. PAGE: That's correct.  
 4 MR. TATE: Prior to code enforcement coming,  
 09:57AM 5 this was a – the septic tanks that were formed and  
 6 built there, that continued to be in operation? It  
 7 was the company that was sold or was that closed and  
 8 somebody else bought it and is doing the same thing?  
 9 I need to understand.  
 09:57AM 10 MR. PAGE: I think a fair assessment would be  
 11 to say that the Hinote plant shut down. Some period  
 12 of time passed. This owner got together with some  
 13 guys up in Cantonment that are in the concrete and  
 14 rock business. They decided to buy the property.  
 09:58AM 15 And I think it was closed down for more than –  
 16 perhaps more than a year.  
 17 MR. TATE: So it wasn't a continuing operation?  
 18 MR. PAGE: That's a fair statement, yes, sir.  
 19 MR. TATE: Thank you. That's all the questions  
 09:58AM 20 I have.  
 21 MR. BRISKE: Mr. Page, did you have any other  
 22 witnesses that you wanted to present?  
 23 MR. PAGE: No, sir.  
 24 MR. BRISKE: Any other questions from the  
 09:58AM 25 Board? Okay. Staff's findings, please.  
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1 MR. LEMOS: Chairman, Board members, I would  
 2 like to say, because this is in the Englewood  
 3 Redevelopment area, I would ask you to please  
 4 consider having the representative from the  
 09:58AM 5 redevelopment area after I go through my findings,  
 6 so they can present their findings.  
 7 Once again, this is R-5, ID-1, requesting ID-2,  
 8 General Industrial District, noncumulative.  
 9 From our findings, number one, the proposed  
 10 amendment is not consistent with the intent and  
 11 purpose of CPP Future Land use 1.3.1 Future Land Use  
 12 Categories, as stated above in the intent of the  
 13 Mixed Use Urban category. It does allow for intense  
 14 residential uses and nonresidential uses,  
 15 commercial, for compatible infill development.  
 16 Furthermore, the range of uses extends from  
 17 residential to light industrial. Staff concurs that  
 18 the cumulative nature of the ID-2 zoning category  
 19 does allow for light industrial which is  
 20 specifically mentioned in the Mixed Use Urban.  
 21 However, the allowable uses within the ID-2 zoning  
 22 category extend beyond light industrial. As a  
 23 matter of fact, the allowable uses of ID-2 include  
 24 heavy industrial land uses, highly intense  
 25 manufacturing and processing operations,  
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1 construction, heavy equipment operations, and other  
 2 equivalent concentrations of potential noxious uses.  
 3 With this understanding, Staff concludes that the  
 4 future land use designation of Mixed Use Urban is  
 5 not consistent with the proposed rezoning request of  
 6 ID-2.  
 7 The proposed amendment is also not consistent  
 8 with the intent and purpose of CPP Future Land Use  
 9 1.1.10 Locational Criteria further addressed with  
 10 the Land Development Code consistency.  
 11 Criterion 2. Under Criterion 2, the proposed  
 12 amendment is not consistent with the roadway access  
 13 requirements as stated in LDC 6.05.17.F of the Land  
 14 Development Code which states that access to the  
 15 parcel must be from a collector or arterial roadway.  
 16 Direct access to the property is provided by Border  
 17 Street, a local public two lane roadway. Should  
 18 this amendment be approved, the industrial  
 19 locational requirements set forth in LDC 7.20.07  
 20 will be reviewed during the site plan review  
 21 process. There are no natural systems or sensitive  
 22 lands that may be affected by this proposed request.  
 23 Under Criterion 3, the proposed amendment is  
 24 not compatible with the surrounding existing uses in  
 25 the area. Within the 500 foot radius impact area,  
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1 Staff observed properties with zoning districts  
 2 ID-1, C-2 and R-5. Cloverland Subdivision, Property  
 3 Book 3, Page 52 is within the radius. There are 21  
 4 single family residences, one mobile home park, six  
 5 mobile homes, seven vacant residential properties,  
 6 one church and four open storage properties and one  
 7 wholesale parcel.  
 8 Under Criterion 4, the proposed amendment does  
 9 have changed conditions that impact the rezoning  
 10 request by the applicant. This parcel is designated  
 11 as part of the Englewood Community Redevelopment  
 12 Area, under the Community Redevelopment Plan adopted  
 13 by the Board of County Commissioners on July 6, 2000  
 14 and updated March 19, 2009. It appears that the  
 15 proposed amendment, as stated, would not meet the  
 16 intent of the adopted plan. This issue will have to  
 17 be addressed by the Community Redevelopment Agency  
 18 staff.  
 19 Criterion 5, according to the National Wetland  
 20 Inventory, wetlands and hydric soils were not  
 21 indicated on the subject property. There are no  
 22 natural systems or sensitive lands that may be  
 23 affected by this proposed request. When applicable,  
 24 further review during the site plan review process  
 25 will be necessary to determine if there will be any  
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1 significant adverse impact on the natural  
 2 environment.  
 3 And Criterion 6, the proposed amendment will  
 4 not result in a logical and orderly development  
 5 pattern, as the allowed uses and intensities for the  
 6 ID-2 zoning are incompatible with the intent of the  
 7 Englewood Redevelopment Plan, which identify the  
 8 less intense industrial uses and specific standards  
 9 adopted by the County Commissioners for the  
 10 redevelopment area.  
 11 That concludes the findings.  
 12 MR. BRISKE: Board members, any questions for  
 13 the Findings-of-Fact?  
 14 Mr. Page, do you wish to cross-examine?  
 10:03AM 15 MR. PAGE: No, sir.  
 16 MR. BRISKE: Okay. Thank you. David, are you  
 17 going to be the one presenting? Please come  
 18 forward.  
 19 (WHEREUPON, the Mr. Forte was sworn).  
 10:03AM 20 MR. BRISKE: David, please state your name and  
 21 address and your position for the record?  
 22 MR. FORTE: David Forte, Urban Planner II, with  
 23 the Escambia County Community Redevelopment Agency.  
 24 Pleasure to see the Board again. I believe  
 10:03AM 25 there's only one Board member since the last time  
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1 I've been here, so Mr. Woodward, nice to meet you.  
 2 MR. WOODWARD: Thank you.  
 3 MR. FORTE: I would like to go through the CRA  
 4 comments, if that's okay, just to get them on the  
 10:03AM 5 record.  
 6 MR. BRISKE: Okay.  
 7 MR. FORTE: This is for 2006 Border Street,  
 8 Z-2012-09 in the Englewood Redevelopment District.  
 9 The rezoners request for the above mentioned  
 10:04AM 10 property is located in the Englewood Community  
 11 Redevelopment area. The plan which was originally  
 12 adopted by the Board of County Commissioners in July  
 13 of 2000 and updated in March of 2009 is intended to  
 14 accomplish several key objectives to help revitalize  
 10:04AM 15 and improve the Englewood Redevelopment District.  
 16 These key objectives include appearance, citizen  
 17 involvement, code compliance, infrastructure  
 18 improvements, residential and commercial  
 19 reinvestment, traffic commingling and circulation  
 10:04AM 20 and zoning and land use administration.  
 21 The zoning and land use objective is intended  
 22 to support and implement zoning policies that  
 23 protected residential neighborhoods and encourage  
 24 compatible commercial, industrial reinvestment.  
 10:04AM 25 MR. BRISKE: David, if I could ask you – this  
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1 is part of the record as part of the  
 2 Findings-of-Fact. So if you would just summarize  
 3 each of them instead of reading them verbatim, just  
 4 in the essence of time. So just summarize the  
 10:04AM 5 comments, because we have the verbatim – the  
 6 document is in the record.  
 7 MR. FORTE: Yes, sir. Will do.  
 8 MR. BRISKE: Thank you.  
 9 MR. FORTE: Comment Number 1, we state on Page  
 10:05AM 10 8, the redevelopment plan, major findings were as  
 11 follows: It talks about, and particularly Number 2,  
 12 a secondary – a second priority is reinvestment in  
 13 the four principal commercial corridors, Pace  
 14 Boulevard, West Street – W Street, E Street and  
 10:05AM 15 Fairfield Drive. The Border Street, Hollywood  
 16 Avenue railroad corridor affords a unique  
 17 opportunity for an urban, commerce or a light  
 18 industrial park.  
 19 One of the major findings in the ERP was – the  
 10:05AM 20 ERP, I'm sorry, the Englewood Redevelopment Plan –  
 21 was the potential opportunity for the urban commerce  
 22 or light industrial park.  
 23 The concern for the rezoning to the ID-2 zoning  
 24 district would allow more intense industrial uses  
 10:05AM 25 such as land use, rendering plants, slaughter  
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1 houses, junk yards, salvage yards and such.  
 2 Number 2, ERP on Page 17 touches on the  
 3 existing land uses for the Englewood Redevelopment  
 4 District. Mr. Page had talked about the percentages  
 10:06AM 5 earlier. That is correct, it does state though, the  
 6 CRA understands that the industrial uses are a  
 7 tremendous economic factor when properly planned and  
 8 managed. Industrial uses are in the vast minority  
 9 throughout the Englewood Redevelopment District and  
 10:06AM 10 definitely need proper promotion for the economic  
 11 viability of the area.  
 12 The CRA supports existing uses allowed under  
 13 this ID-1 zoning. However, the additional intensive  
 14 uses that in turn would be allowed under the IS-2  
 10:06AM 15 zoning district would become intrusive to the  
 16 surrounding residential areas.  
 17 Number 3, we talk about – the CRA talks about  
 18 the inconsistency with the Future Land Use, MU-U,  
 19 and we support Staff's findings. The current zoning  
 10:06AM 20 of ID-1 supports the intent of the MU-U, Future Land  
 21 Use. However, the proposed rezoning to ID-2 would  
 22 be in conflict with the MU-U category as ID-2 allows  
 23 for the uses I've stated earlier.  
 24 The applicant, in the CRA's position, would  
 10:07AM 25 need to apply for a future land use map amendment to  
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1 amend to MU-U to ID-1 prior to the rezoning request  
 2 for – to meet the plan that they are intending.  
 3 Number 4. I'll just state that the proposed  
 4 rezoning from ID-1 to ID-2 would create the first  
 10:07AM 5 and only ID-2 zoning property within the Englewood  
 6 Redevelopment District. The CRA feels the zoning  
 7 amendment would result in spot zoning, and as  
 8 mentioned above in Comment Number 3, the amendment  
 9 would be inconsistent with the future land use  
 10:07AM 10 category of MU-U. As the Border Street, Hollywood  
 11 Avenue corridor has the potential to become urban  
 12 commerce or light industrial park serviced by the  
 13 existing railroad, the CRA cannot support the  
 14 rezoning of the current ID-1 to ID-2. CRA  
 10:07AM 15 respectfully requests that the Board deny the  
 16 rezoning request.  
 17 I would like to ask one thing, if I can. I  
 18 believe Mr. Page was talking about, and Mr. Tate you  
 19 were asking about when the use was ended or stopped  
 10:08AM 20 and then reopened or done again. A nonconforming  
 21 use – and I think Horace can touch on this better  
 22 than I can – the nonconforming use, I believe you  
 23 have 365 days, one year to –  
 24 MR. JONES: Yes.  
 10:08AM 25 MR. FORTE: That you can, I guess, go back and  
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1 redo the use that's been – that's occurred on that  
 2 site. However, when you go over that 365 day limit  
 3 you have to go back and meet what the Land  
 4 Development Code or any codes of the County require.  
 10:08AM 5 So I would like to just state that.  
 6 MR. BRISKE: Okay.  
 7 MR. WOODWARD: Let me just ask you a question.  
 8 So you're saying this is not a grandfathered  
 9 situation?  
 10:08AM 10 MR. FORTE: Grandfathered in up to that 365  
 11 days. So it's a nonconforming –  
 12 MR. WOODWARD: If it was a nonconforming use  
 13 that predated the plan, wouldn't it be allowed to  
 14 continue as long as it didn't have the one year  
 10:09AM 15 interruption; is that correct, Horace?  
 16 MR. JONES: And that is –  
 17 MR. FORTE: Correct. It's the one year  
 18 interruption that –  
 19 MR. WOODWARD: And this was not used for over a  
 20 year?  
 21 MR. JONES: That's correct.  
 22 MR. WOODWARD: So the grandfathering is gone?  
 23 MR. JONES: Absolutely.  
 24 MR. BRISKE: David, Mr. Page indicated that  
 10:09AM 25 there is no mechanism in place for adjustments to be  
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1 made to your plan. Could you address that or maybe  
 2 someone else can address that?  
 3 MR. FORTE: I know Keith was – I think he was  
 4 saying Mr. Wilkins had a conversation. The only  
 10:09AM 5 thing I could say is these plans are – they go  
 6 through an extensive public participation process  
 7 where we meet with probably three or four workshops,  
 8 with all the residents in the areas. They are  
 9 brought before the Planning Board and the Board of  
 10:09AM 10 County Commissioners for adoption. We do our best  
 11 to try to every year update one of our plans. So  
 12 this year we're actually working on Brownsville.  
 13 Last year we did Barrancas. So about every five  
 14 years each plan will be updated. That's what I  
 10:10AM 15 could speak about.  
 16 MR. BRISKE: But there's no mechanism for  
 17 amendment. Mr. Wilkins?  
 18 Good morning, sir. Please be sworn in.  
 19 (WHEREUPON, Mr. Wilkins was sworn).  
 10:10AM 20 MR. BRISKE: Please state your name, address  
 21 and position for the record.  
 22 MR. WILKINS: Good morning. My name is Steve  
 23 Wilkins. I am Escambia County's Director of  
 24 Community and Environment, 221 Palafox Place.  
 10:10AM 25 I wasn't in the room when Mr. Page made the  
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1 comments, so I don't know exactly what was said.  
 2 However, our conversation prior was with regards to  
 3 the ability to amend plans. But a point to be made,  
 4 I believe, is that the CRA plans are just that, they  
 5 are plans. They are not in code. Therefore, there  
 6 is nothing necessarily to appeal or nothing to be  
 7 applied regulatorily in the sense of the Land  
 8 Development Code. And that was the discussion we  
 9 had with regards to amending a boundary of a CRA  
 10 area, because those areas are adopted by ordinance.  
 11 So to amend that you would have to amend an  
 12 ordinance.  
 13 But otherwise, as far as regulatory standards  
 14 go with the plans, they are plans and therefore,  
 15 appeals don't necessarily apply. And so that's the  
 16 context of hearing that secondhand. If you have any  
 17 questions I'll be glad to answer them.  
 18 MR. BRISKE: Mr. Page, do you have any  
 19 questions for these witnesses, either David or Mr.  
 20 Wilkins?  
 21 MR. PAGE: Mr. Chairman, my comment perhaps  
 22 would be more of an administrative one. You are  
 23 being asked to listen to a presentation today from  
 24 CRA for which a document exists that, as I indicated  
 25 earlier, can't be changed. I'm not necessarily  
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1 interested in a conversation on changing the  
 2 boundary of the CRA as much as I am the designated  
 3 land use recommendations that are made therein.  
 4 There's no mechanism for that.  
 5 As Mr. Wilkins indicated, too, it's not a part  
 6 of the code. This Board, set up under 163, is  
 7 responsible for all of the activities associated  
 8 with the Comprehensive Plan and the Land Development  
 9 Code, not the CRA as it's presently configured. So  
 10 it's difficult for me to understand why this Board  
 11 has to hear that presentation when you can't vote on  
 12 it, you can't change it, you can't do anything with  
 13 it, as we can't.  
 14 Keith and I talked about a better mechanism to  
 15 make that work better, where we have one planning  
 16 department that we know how to work. We have  
 17 another planning department, if you will, that's  
 18 doing things a little differently. We certainly  
 19 would like to see them work a little bit better than  
 20 they do now.  
 21 But as we sit here today, this Board has no  
 22 control over that CRA, as I see it and as I  
 23 understand the way it's been situated.  
 24 MR. TATE: Can I address the CRA issue?  
 25 MR. BRISKE: Yes, please.  
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1 MR. TATE: I think, Mr. Page, and also speaking  
 2 with our friends from the Community Redevelopment  
 3 Agency, both this Board and Staff have disagreed  
 4 with the findings of the plan in the past. And  
 5 while it's a tool, it's not the final decision that  
 6 we use in regards to any decision that this Board  
 7 makes or even the findings of Staff in regards to a  
 8 particular rezoning case.  
 9 MR. PAGE: Glad to hear that.  
 10 MR. TATE: Yes. So it's a tool, not a bottom  
 11 line for us.  
 12 MR. PAGE: Thank you.  
 13 MR. KERR: Mr. Chairman, if I may.  
 14 MR. BRISKE: Lloyd were you here –  
 15 MR. KERR: I'm sorry. No, I was late coming in  
 16 the room.  
 17 MR. BRISKE: We'll ask him to be sworn in,  
 18 please.  
 19 (WHEREUPON, Mr. Kerr was sworn).  
 20 MR. BRISKE: State your name and address and  
 21 your position, please.  
 22 MR. KERR: Lloyd Kerr. I'm the Director of  
 23 Development Services for Escambia County.  
 24 MR. BRISKE: Thank you.  
 25 MR. KERR: And I just want to remind the Board  
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1 that the overlay areas are a part of our Land  
 2 Development Code. So inasmuch as the zoning would  
 3 be – and any questions regarding the development  
 4 and the rezoning and subsequent development, would  
 5 be subject to those requirements that are already in  
 6 the Land Development Code. And many of the things  
 7 that are in the Land Development Code incorporate  
 8 the suggestion or recommendations that have come in  
 9 the past from earlier plans.  
 10 MR. BRISKE: Mr. Wilkins testified that the  
 11 code was an ordinance and therefore, I believe as an  
 12 ordinance – and Mr. West, you may correct us if  
 13 this is wrong – but as an ordinance it has a  
 14 bearing on the decision that the Board would make  
 15 even though it's not directly written in the Land  
 16 Development Code; is that correct?  
 17 MR. WEST: Yes, that would be correct. The  
 18 ordinance does create a boundary and establish those  
 19 redevelopment areas. That's my recollection of what  
 20 the ordinances say. And beyond that there's the  
 21 plan that is updated, as Mr. Wilkins said.  
 22 MR. BRISKE: Okay. Thank you. Questions.  
 23 MS. DAVIS: I have a question of Mr. West. I  
 24 notice that the parcel, the south side of the parcel  
 25 has a church adjacent to it. Now, changing this to  
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1 Industrial II, how would that affect – the bars,  
 2 for example, could not be open that close to a  
 3 church and there are various things that are  
 4 prohibited. How would that work?  
 10:16AM 5 MR. WEST: Just like you said, there are  
 6 restrictions on what can go next to churches,  
 7 specifically alcohol related.  
 8 MS. DAVIS: But we can still change it to  
 9 industrial.  
 10:16AM 10 MR. WEST: Again, as Mr. Tate mentioned  
 11 earlier, there are additional restrictions that  
 12 arise in different parts of the code, and that's one  
 13 of them.  
 14 MR. BRISKE: I noticed on this map – if we  
 10:16AM 15 could zoom in a little bit. It appears that those  
 16 are individual parcels that are within this red box;  
 17 is that correct? There's a portion of one of them  
 18 that kind of – little point of it that sticks out  
 19 past the – is that considered a parcel, and would  
 10:16AM 20 we have very split zoning on that parcel if this  
 21 went forward?  
 22 MS. CAIN: No, sir. Actually, this is now all  
 23 one parcel. The applicant has actually combined all  
 24 parcels so it's one property reference number.  
 10:17AM 25 MR. BRISKE: Of the – I believe it was maybe  
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1 the zoning map, the colored zoning map, maybe we can  
 2 see that.  
 3 MS. CAIN: It's still ID-1. Yes, at the top  
 4 portion of that, which is now all one parcel, is  
 10:17AM 5 ID-1.  
 6 MR. BRISKE: But look down at the lower  
 7 right-hand side of where the little blue square is.  
 8 Down a little bit more. It appears that a piece of  
 9 that was originally a parcel that was included.  
 10:17AM 10 MS. CAIN: I'm not sure that the lines really  
 11 match up. But they started out as three parcels and  
 12 the applicant chose to combine all three.  
 13 MR. BRISKE: Do you see what I'm talking about?  
 14 MR. LEMOS: That could be a result of the GIS,  
 10:17AM 15 the pixelation of the system, itself, on the  
 16 software and hardware we use with GIS. Sometimes  
 17 the lines just don't match up the way they're  
 18 supposed to be. I see what you're talking about on  
 19 that lower eastern corner.  
 10:17AM 20 MR. BRISKE: Just a little tiny piece there.  
 21 But it appears that that line is intended to cover  
 22 those parcels up there, which you're now saying are  
 23 all one parcel. They've been joined together.  
 24 MR. LEMOS: They are one property.  
 10:18AM 25 MR. BRISKE: Board members, additional  
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1 questions? We're going to go into the public  
 2 comment. We do have a speaker signed up on this  
 3 one, and then we'll come back and let Mr. Page cover  
 4 some more information.  
 10:18AM 5 Excuse me. For those members of the public who  
 6 wish to speak, please note that the Planning Board  
 7 bases our decisions only on the criteria and  
 8 exceptions described in Section 2.0802D of the Land  
 9 Development Code. During our deliberations, the  
 10:10AM 10 Planning Board does not consider general statements  
 11 of support or opposition. Accordingly, please limit  
 12 your testimony to the criteria and exceptions  
 13 described in Section 2.0802D.  
 14 Also, please note that only those individuals  
 09:11AM 15 who are here before the Planning Board today  
 16 speaking will be allowed to speak at the subsequent  
 17 Board of County Commissioners.  
 18 So far I do have one speaker signed up. Mr.  
 19 Ronald Stewart, please.  
 10:19AM 20 Good morning, sir. I'll ask that you be sworn  
 21 in and then after that we'll have you state your  
 22 name and address for the record.  
 23 (WHEREUPON, Mr. Stewart was sworn).  
 24 MR. BRISKE: Good morning, sir. Please state  
 10:19AM 25 your name and address for the record.  
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1 MR. STEWART: Good morning. My name is Ronald  
 2 Stewart. I live at 1321 Border Street.  
 3 I'm here just to say no again. The last time I  
 4 appeared before you was December 14th. And I  
 10:19AM 5 appeared before you and asked you to stop destroying  
 6 my neighborhood. There are people that live in that  
 7 neighborhood. I'm one of the victims that live  
 8 there now.  
 9 I will ask the Attorney General to open a  
 10:19AM 10 criminal investigation into the Board of County  
 11 Commissioners, the Board of Adjustment. You have  
 12 conspired and extorted through force and  
 13 intimidation to deprive my family of our right to  
 14 life, liberty and our property. You have tortured  
 10:20AM 15 us. You have harassed us, threatened us for the  
 16 last five years. You have destroyed and stolen the  
 17 value of our properties our – for your industrial  
 18 park infrastructure already built – it's  
 19 intimidation.  
 10:20AM 20 Already – the pits are done. The road is  
 21 paved. We've got street lights. None of them  
 22 happened before all this came about. There are  
 23 people – and I don't know how you people can sit  
 24 back there and do this – there are people, 60, 70,  
 10:20AM 25 80 years old. My next door neighbor is in a  
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1 wheelchair and his wife is blind. The pots dance  
 2 off their shelves. We have to listen to this crap  
 3 all day long. We are at war, because one  
 4 statement – wiped out 100 gold fish. I realize  
 10:20AM 5 they're just gold fish, but they're dead. My  
 6 aquariums had to be emptied because of your  
 7 decision.  
 8 You're going to kill somebody before it's over  
 9 with. I have called the Sheriff's Department and  
 10:21AM 10 told them because of the crap that that new machine  
 11 that you put out there – the guy was screaming at  
 12 three o'clock in the morning, he was going to kill  
 13 somebody. I, like a sorry human being, did not call  
 14 that night. I waited until the next morning when my  
 10:21AM 15 conscience caught up with me and then I called the  
 16 Sheriff and told him what had happened.  
 17 I don't know what you guys are doing. Y'all  
 18 are trying to run us all out of our homes. Nobody  
 19 in that neighborhood – Border Street is being  
 10:21AM 20 turned into a dump. The bottom end of it is nothing  
 21 but scrap yards, trash, and it just keeps getting  
 22 worse.  
 23 The cement company – you know, when I was a  
 24 child the cement company was working. That was the  
 10:22AM 25 last time I saw it working. I'm 54 years old now.  
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1 You know, enough. We're choking on this crap.  
 2 Every morning our cars are covered with this stuff.  
 3 Our homes are being shaken. Down there where this  
 4 cement company is has turned into a dump.  
 10:22AM 5 You know, Pensacola is too beautiful. I raised  
 6 my kids to welcome tourists here. And all you're  
 7 doing is destroying the damn thing. Please stop.  
 8 Thank you very much. Any questions?  
 9 MR. BRISKE: Any questions for Mr. Stewart?  
 10:22AM 10 MR. STEWART: I didn't think so.  
 11 MR. BRISKE: Mr. Page, do you wish to –  
 12 MR. PAGE: I have nothing further.  
 13 MR. BRISKE: Okay. Anyone else that wishes to  
 14 speak on this matter? Okay. I hereby close the  
 10:22AM 15 public comment portion of the hearing.  
 16 Mr. Page, I'll give you the opportunity for any  
 17 closing statements. You said you have none.  
 18 MR. PAGE: None.  
 19 MR. BRISKE: Members of the Board, discussion  
 10:23AM 20 or a motion?  
 21 MR. GOODLOE: Mr. Chairman, I have a motion.  
 22 MR. BRISKE: Yes, sir.  
 23 MR. GOODLOE: I recommended the denial of the  
 24 rezoning application to the Board of County  
 10:23AM 25 Commissioners and adopt the Findings-of-Fact  
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1 provided in the rezoning hearing package Z-2012-09.  
 2 MS. SINDEL: I second.  
 3 MS. SINDEL: A motion and a second.  
 4 Discussion. All those in favor, say aye.  
 08:35AM 5 (Board members vote.)  
 6 MR. BRISKE: Opposed?  
 7 Mr. Page, the request has been denied.  
 8 \*\*\*\*\*  
 9  
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1 CASE: Z-2012-11  
 2  
 3 APPLICANT: Carol J. Simpson. Agent for Mary J. Moye, John W.  
 Huelsbeck, Jr., Linda Aligood, Owner  
 4 ADDRESS: 11 Eden Lane  
 PROPERTY REFERENCE NO: 02-11-31-34 02-000-009  
 5 FUTURE LAND USE: MU (Urban Medium Density Residential) Urban  
 COMMISSIONER DISTRICT: 5  
 6 OVERLAY AREA: NA  
 REQUESTED REZONING:  
 7 FROM: V-4, Villages Multifamily Residential District  
 TO: VR-2, Villages Rural Residential District  
 8  
 9  
 10:23AM 10 MR. BRISKE: Like I stated at the beginning of  
 11 the meeting our next case, Z-2012-10 has a couple of  
 12 items that will have to be considered in the regular  
 13 Planning Board meeting, so we're going to move that  
 14 one to the end of the agenda. So we'll move forward  
 10:24AM 15 with Case Z-2012-11, which is 11 Eden Lane, V-4,  
 16 Villages Multifamily Residential District  
 17 to a VR-2, Villages Rural Residential District.  
 18 Members of the Board, once again I'll ask if  
 19 there's been any ex parte communication on this case  
 with the Applicant, the agents, attorneys, witnesses  
 20 or with any fellow Planning Board members or anyone  
 08:56AM 21 from the general public prior to this hearing. I'll  
 22 also ask that you disclose if you have visited the  
 23 subject property. And if you are a relative or a  
 24 business associate of the Applicant or the  
 08:56AM 25 TAYLOR REPORTING SERVICES, INCORPORATED

**Planning Board-Rezoning**

**5. B.**

**Meeting Date:** 05/14/2012

**CASE :** Z-2012-09

**APPLICANT:** Wiley C. "Buddy" Page,  
Agent for Rick Evans, Owner

**ADDRESS:** 2006 Border Street

**PROPERTY REFERENCE NO.:** 16-2S-30-2300-001-023

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

**COMMISSIONER DISTRICT:** 3

**OVERLAY AREA:** Englewood Redevelopment  
Area

**BCC MEETING DATE:** 06/28/2012

**Information**

**SUBMISSION DATA:**

**REQUESTED REZONING:**

**FROM: R-5, Urban Residential/Limited Office District, (cumulative) High Density  
ID-1, Light Industrial District (cumulative) (no residential uses allowed)**

**TO: ID-2, General Industrial District (noncumulative)**

**RELEVANT AUTHORITY:**

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

**CRITERION (1)**

**Consistent with the Comprehensive Plan.**

Whether the proposed amendment is consistent with the Comprehensive Plan.

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

**CPP FLU 1.3.1 Future Land Use Categories.** General descriptions, range of allowable uses and residential densities and non-residential intensities for all future land use categories in Escambia County. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended

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

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

## **FINDINGS**

The proposed amendment is **not consistent** with the intent and purpose of CPP FLU 1.3.1 Future Land Use Categories, as stated above in the intent of the Mixed-Use Urban category, it does allow for intense residential uses and non-residential uses (commercial) for compatible infill development. Furthermore, the range of uses extends from residential to light-industrial. Staff concurs that the cumulative nature of the ID-2 zoning category does allow for light industrial which is specifically mentioned in MU-U. However, the allowable uses within the ID-2 zoning category extend beyond light-industrial. As a matter of fact, the allowable uses of ID-2 include heavy industrial land uses, highly intense manufacturing and processing operations, construction/heavy equipment operations, and other equivalent concentrations of potential noxious uses. With this understanding, staff concludes that the future land use designation of MU-U is not consistent with the proposed rezoning request of ID-2. The proposed amendment is **not consistent** with the intent and purpose of CPP FLU 1.1.10 Locational Criteria further addressed with the Land Development Code consistency, Criterion 2.

## **CRITERION (2)**

### **Consistent with The Land Development Code.**

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

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

This district is intended to provide for high density urban residential uses and compatible professional office development, and designed to encourage the establishment and maintenance of a suitable higher density residential environment and low intensity services. These uses form a transition area between lower density residential and commercial development. Maximum density is 20 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-5, urban residential/limited office areas located in the Airport/Airfield Environs.

### **6.05.18. ID-1 Light Industrial District (cumulative) (no residential uses allowed).**

This district is intended primarily for research-oriented activities, light manufacturing and processing not involving the use of materials, processes or machinery likely to cause undesirable effects upon nearby industrial establishments of this type. The uses shall be within completely enclosed buildings wherever practical and provide a buffer between commercial districts and other higher intensive industrial uses. The uses which this district is designed to accommodate include general assembly, warehousing and distribution activities. In addition, major repair and service activities, as well as manufacturing activities meeting performance

standards are intended to be accommodated in this district. Finally, commercial trade and service activities not compatible with activities adapted to more restrictive districts, but which satisfy site plan criteria and performance criteria of this Code, should be accommodated in this district. Residential development is excluded from this district, both to protect residences from undesirable influences and to ensure the preservation of adequate areas for industrial development. Refer to the overlay districts within section LDC 6.07.00 for additional regulations imposed on individual parcels with ID-1 zoning located in the Scenic Highway Overlay District or C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District. All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (FLU 1.1.10) and in Article 7. Refer to Article 11 for uses, heights and densities allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

**6.05.19. ID-2 General Industrial District (noncumulative).**

This district is intended to accommodate industrial uses which cannot satisfy the highest level of performance standards. It is designed to accommodate manufacturing, processing, fabrication, and other activities which can only comply with minimal performance standards. No residential development is permitted in this district, thereby insuring adequate area for industrial activities. Community facilities and trade establishments that provide needed services to industrial development also may be accommodated in this district. All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (FLU 1.1.10) and in Article 7. Refer to Article 11 for uses allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

**B. Permitted uses.**

1. Manufacturing or industrial uses permitted in the ID-1 light industrial district.
2. Asphalt plants.
3. Concrete plants.
4. Iron works.
5. Landfills.
6. 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).
7. Paper mills.
8. Refineries.
9. Rendering plants and slaughter houses.
10. Steel mills.
11. Solid waste transfer stations, collection points, and/or processing facilities.
12. Public utility and service structures.
13. Junkyards, salvage yards, and waste tire processing facilities.
14. Other uses similar to those listed herein. Recommendations on other permitted uses shall be made by the planning board (LPA) and based on an application for such other use. Final determination shall be made by the BCC upon receipt of the planning board's (LPA's) recommendation.

**LDC 6.05.17.F. Roadway access.** Direct access must be provided from a collector or arterial roadway and such access may be provided by curb cuts on the collector or arterial roadway or a private or public commercial access road linking the use with the collector or arterial roadway provided that such private or public road does not traverse a predominately residential neighborhood or subdivision between the use and the collector or arterial roadway. No permit shall be issued or any proposed use which requires access through a residential neighborhood or subdivision.

**LDC 7.20.07. Industrial locational criteria (ID-CP, ID-1, ID-2).**

New industrial development must meet the following locational criteria:

1. Industrial uses shall be located so that the negative impacts of industrial land uses on the functions of natural systems shall, as a first priority, be avoided. When impacts are unavoidable, those impacts shall be minimized.
2. Sites for industrial development shall be accessible to essential public and private facilities and services at the levels of service adopted in the Comprehensive Plan.
3. New industrial uses in the MU-1, AA-13, and AA-15 categories may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories. Industrial and MU-6 categories allow all types of industrial uses.
4. Sites for industrial uses shall be located with convenient access to the labor supply, raw material sources and market areas.
5. New industrial uses shall be located on parcels of land large enough to adequately support the type of industrial development proposed and minimize any adverse impacts upon surrounding properties. Compatibility of land uses shall be ensured consistent with Comprehensive Plan Policy 7.A.3.8. (FLU 1.1.9)
6. These industrial locational criteria apply to those future land use categories where industrial development is permitted and does not provide or permit industrial land uses in those categories that do not provide for such uses.

**FINDINGS**

The proposed amendment is **not consistent** with the roadway access requirements as stated in LDC 6.05.17.F of the Land Development Code which states that access to the parcel must be from a collector or arterial roadway. Direct access to the property is provided by Border Street, a local public two lane roadway. Should this amendment be approved, the industrial locational requirements set forth in LDC 7.20.07 will be reviewed during the site plan review process. There are no natural systems or sensitive land that may be affected by this proposed request.

**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 properties with zoning districts ID-1, C-2 and R-5. Cloverland Subdivision, (PB3, PG52) is within the radius. There are 21 single family residences, one (1) mobile home park, six (6) mobile homes, seven (7) vacant residential properties, one (1) church, four (4) open storage properties and one (1) wholesale parcel.

**CRITERION (4)**

**Changed conditions.**

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

**FINDINGS**

The proposed amendment **does have** changed conditions that impact the rezoning request by

the applicant. This parcel is designated as part of the Englewood Community Redevelopment Area, under the Community Redevelopment Plan adopted by the Board of County Commissioners July 6, 2000 and updated March 19, 2009. It appears that the proposed amendment, as stated, would not meet the intent of the adopted plan. This issue will have to be addressed by the Community Redevelopment Agency staff.

**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 site plan review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

**CRITERION (6)**

**Development patterns.**

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

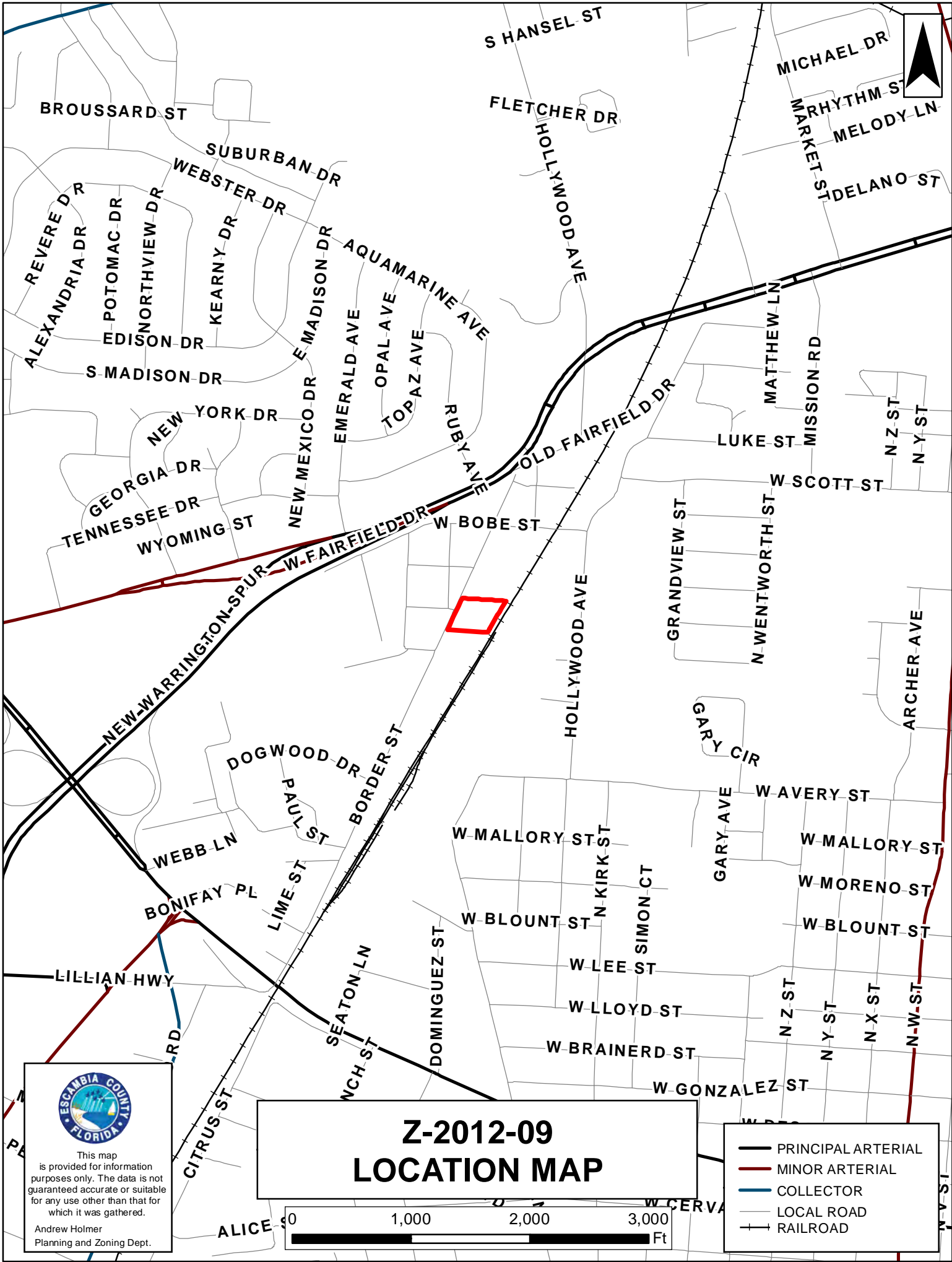
**FINDINGS**

The proposed amendment **would not** result in a logical and orderly development pattern, as the allowed uses and intensities for the ID-2 zoning are incompatible with the intent of the Englewood Redevelopment Plan, which identify the less intense industrial uses and specific standards adopted by the County Commissioners for the redevelopment area.

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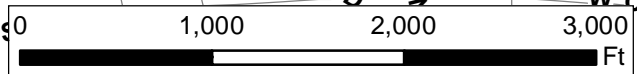
**Attachments**


Z-2012-09



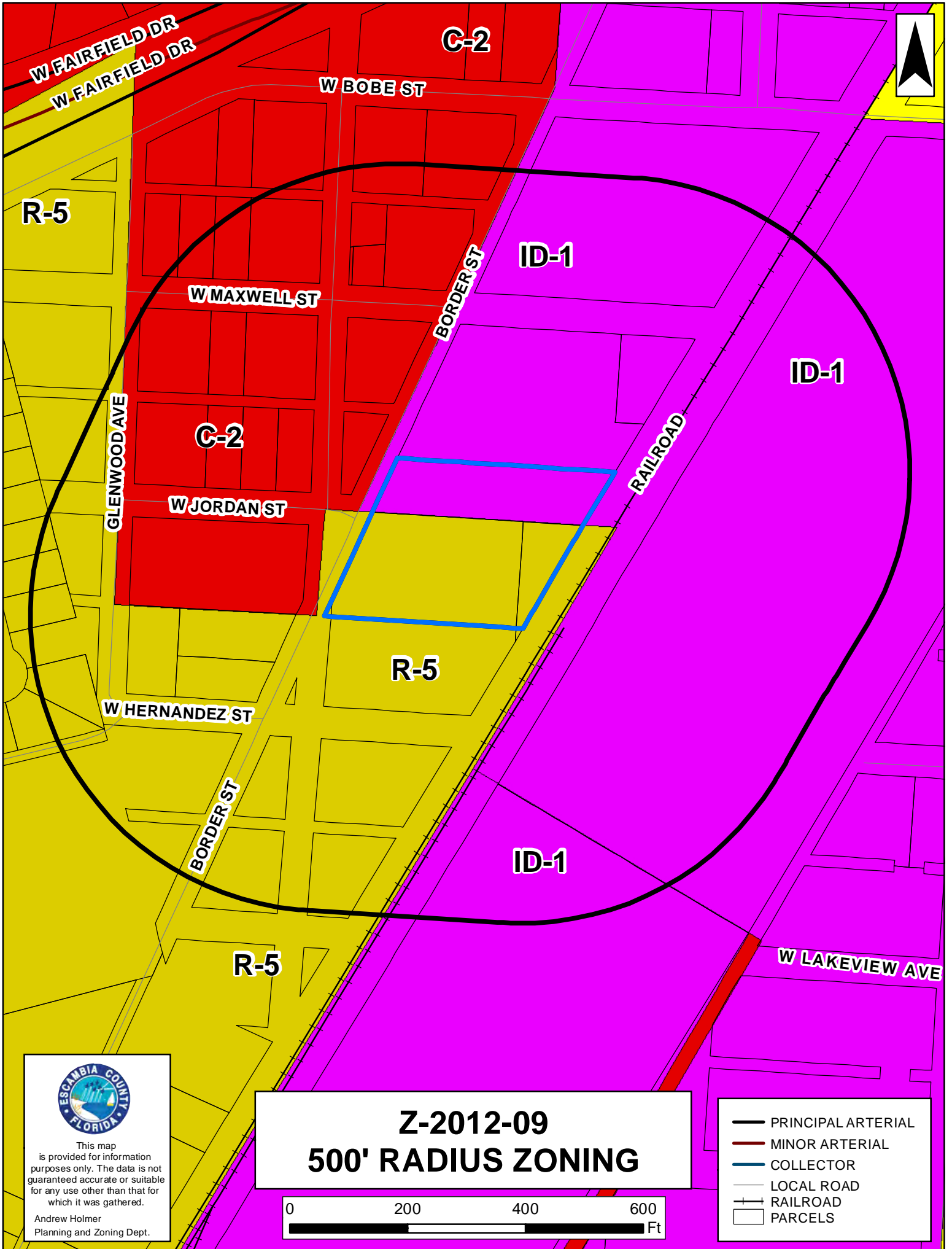
**Z-2012-09  
LOCATION MAP**


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



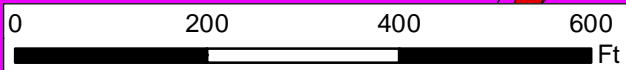
  
 This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.  
 Andrew Holmer  
 Planning and Zoning Dept.









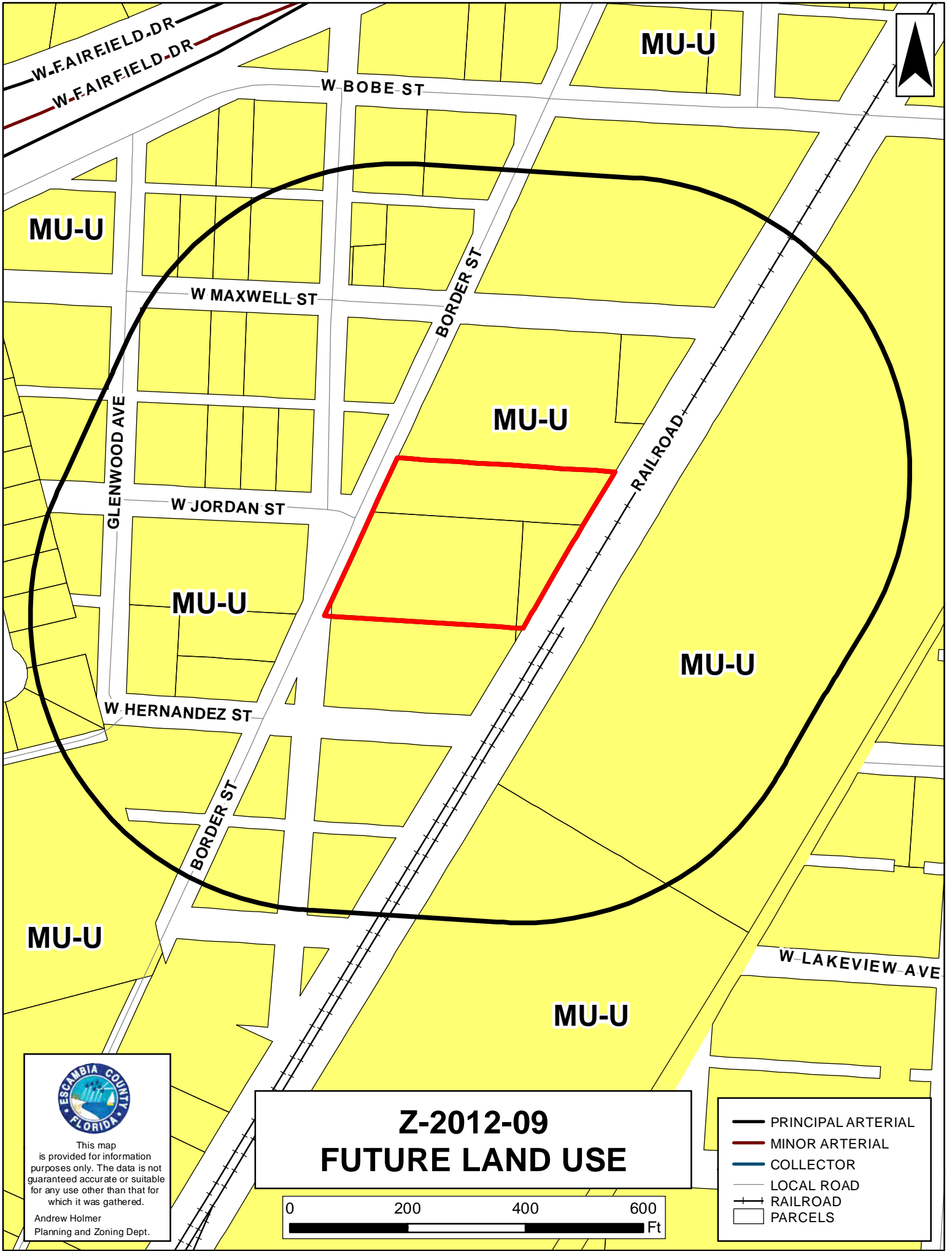


  
 This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.  
 Andrew Holmer  
 Planning and Zoning Dept.

**Z-2012-09**  
**500' RADIUS ZONING**



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



MU-U

MU-U

W MAXWELL ST

MU-U

W JORDAN ST

MU-U

MU-U

W HERNANDEZ ST

MU-U

MU-U

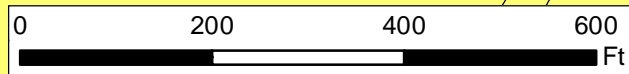
W LAKEVIEW AVE



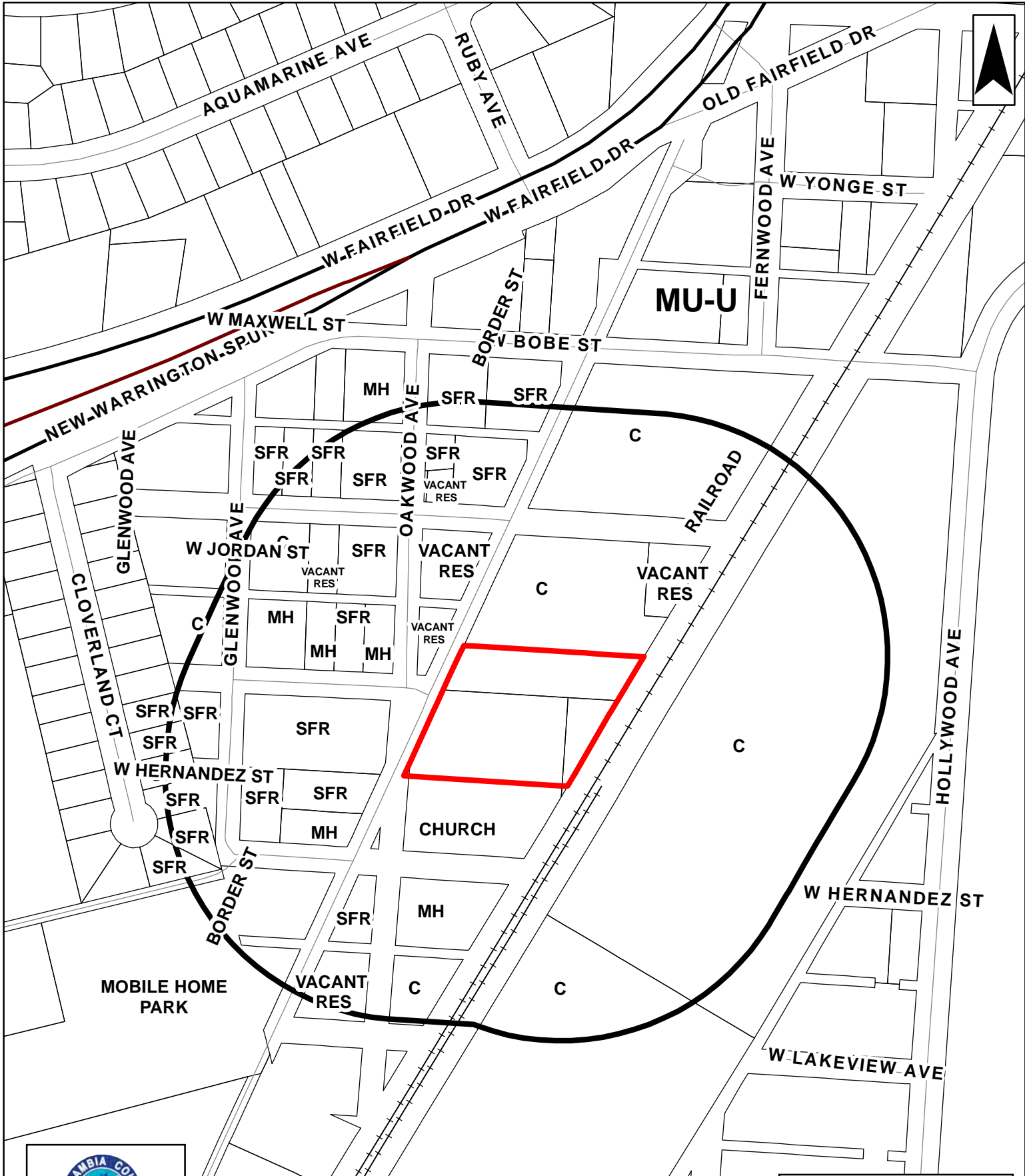
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.


Andrew Holmer  
Planning and Zoning Dept.

# Z-2012-09 FUTURE LAND USE

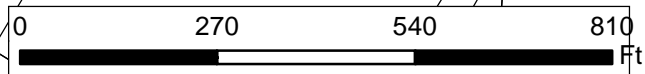









- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS



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

# Z-2012-09 ELU



-  Buffer\_of\_PARCELS\_3
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  RAILROAD
-  PARCELS



W MAXWELL ST

OAKWOOD AVE

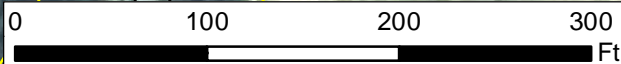
BORDER ST









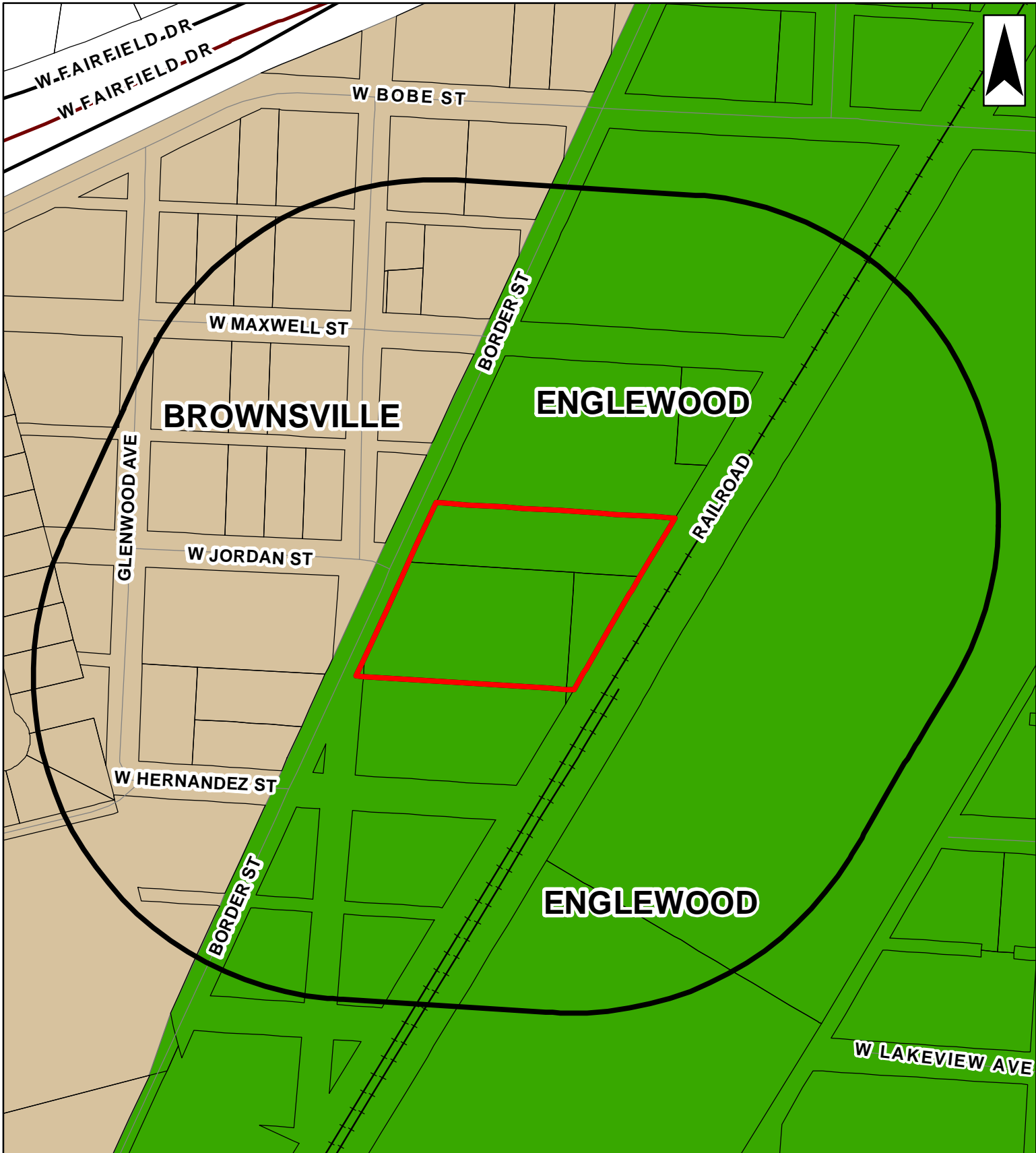

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Andrew Holmer  
Planning and Zoning Dept.

# Z-2012-09 AERIAL MAP



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










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

Andrew Holmer  
Planning and Zoning Dept.

# Z-2012-09 CRA MAP



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



# NOTICE OF PUBLIC HEARING REZONING

CASE NO.: **ZZ-2012-091-1**  
CURRENT ZONING: **R5/ID-1** PROPOSED ZONING: **ID-2**

## PLANNING BOARD

DATE: **8/13/12** TIME: **8:30 AM**

### LOCATION OF HEARING

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

## BOARD OF COUNTY COMMISSIONERS

DATE: **9/6/12** TIME: **5:45 PM**

### LOCATION OF HEARING

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

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL  
DEVELOPMENT SERVICES AT 595-3475 OR VISIT  
[WWW.MYESCAMBIA.COM](http://WWW.MYESCAMBIA.COM)

PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF ESCAMBIA COUNTY



LOOKING SOUTHWEST



LOOKING WEST





LOOKING NORTHEAST



LOOKIN EAST ON TO THE SITE



LOOKING NORTHEAST



LOOKING NORTHWEST



LOOKING SOUTHWEST



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

**The mission of the CRA is to enhance the quality of life within the County's Redevelopment Areas and Enterprise Zone by encouraging private sector reinvestment, promoting economic development and providing public sector enhancements.**

**INTEROFFICE MEMORANDUM**

**TO:** Planning Board

**FROM:** David Forte, Urban Planner II, Community Redevelopment Agency (CRA)

**THRU:** Eva A. Peterson, CRA Manager

**DATE:** Tuesday, May 2, 2012

**RE:** Rezoning, May 14, 2012 meeting – 2006 Border Street – Z-2012-09 –  
**Englewood Redevelopment District**

The rezoning request for the above mentioned property is located within the Englewood Community Redevelopment Area Plan (ERP). The plan, which was originally adopted by the Board of County Commissioners in July of 2000 and updated in March of 2009, is intended to accomplish several key objectives to help revitalize and improve the Englewood Redevelopment District. These key objectives include appearance, citizen involvement, code compliance, infrastructure improvements, residential and commercial reinvestment, traffic calming and circulation, and zoning and land use administration.

The Zoning and Land Use objective is intended to support and implement zoning policies that protect residential neighborhoods and encourage compatible commercial/industrial reinvestment.

**CRA Comments:**

- 1) The ERP states on page 8, “The Redevelopment Plan’s major findings were as follows: 1. Code enforcement combined with residential reinvestment assistance is considered a priority to improvement efforts in the Englewood Redevelopment Area. 2. A second priority is reinvestment in the four principal commercial corridors (Pace Boulevard, “W” Street, “E” Street, and Fairfield Drive). 3. The Border Street/Hollywood Avenue railroad corridor affords a unique opportunity for an urban commerce or light industrial park...”**

One of the major findings of the ERP was the potential opportunity for the Border Street/Hollywood Avenue railroad corridor to become an urban commerce or light

industrial park. Both park opportunities would support general commercial to light industrial type uses, in which the ID-1 zoning district states “*Intent and purpose.* This district is intended primarily for research-oriented activities, light manufacturing and processing not involving the use of materials, processes or machinery likely to cause undesirable effects upon nearby industrial establishments of this type. The uses shall be within completely enclosed buildings wherever practical and provide a buffer between commercial districts and other higher intensive industrial uses. The uses which this district is designed to accommodate include general assembly, warehousing and distribution activities. In addition, major repair and service activities, as well as manufacturing activities meeting performance standards are intended to be accommodated in this district. Finally, commercial trade and service activities not compatible with activities adapted to more restrictive districts, but which satisfy site plan criteria and performance criteria of this Code, should be accommodated in this district.”

The concern for a rezoning to the ID-2 zoning district would allow more intense industrial uses such as landfills, rendering plants and slaughter houses, junkyards, salvage yards, etc.

- 2) **The ERP on page 17 touches on the existing land uses for the Englewood Redevelopment District and states, “The Englewood Redevelopment Area is composed of 2,353 parcels across 883.2 acres, excluding roads and rights-of-way. Four primary land uses are represented: Residential (comprising approximately 39% of total land use), Institutional (approximately 28%), Commercial (approximately 16%), Vacant (approximately 13%), and Industrial (approximately 4%). A more detailed description of these land-use types follows below.” The ERP goes on to state on page 19, “Industrial and utilities are by far the smallest land use types in the Englewood Redevelopment Area. Together they account for less than 4% of total acreage and 74 of the area’s 2,353 parcels. The majority of the industrial uses are located along the railroad west of Hollywood Avenue.”**

The CRA understands that industrial uses are a tremendous economic factor when properly planned and managed as it generates jobs, increases property values which in turn increases the ad valorem tax base, and provides goods for consumers. Industrial uses are the vast minority throughout the Englewood Redevelopment District and definitely need proper promotion for the economic viability for the area. The CRA supports the existing uses allowed under the ID-1 zoning for the property; however, the additional intensive uses that, in turn, would be allowed under the ID-2 zoning district would become intrusive to the surrounding residential areas.

- 3) **The ERP on page 22 details the future land use categories located within the Englewood Redevelopment District; however, the Comprehensive Plan, which amended the future land use categories, has been updated through the Evaluation & Appraisal Report Based Amendments (EAR 2010) since the ERP has been updated (2008). The future land use category for the proposed site at the time of adoption of the EAR was Mixed Use-1, but the current future land use category for the site is Mixed Use-Urban (MU-U). FLU Policy 1.3.1 states “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.” And further the MU-U category states the range of**

**allowable uses are “Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic.”**

The current zoning of ID-1 supports the intent of the MU-U future land use category as it would allow for light industrial type uses; however, the proposed rezoning to ID-2 would be in conflict with the MU-U category as ID-2 allows for all types of industrial uses including intensive industrial. The applicant would need to apply for a future land use map amendment from MU-U to Industrial (I) prior to the rezoning request from ID-1 to ID-2. The ranges of allowable uses within the Industrial future land use category are “light to intensive industrial, ancillary retail and office, and no new residential development is allowed.” The rezoning amendment is inconsistent with the Comprehensive Plan as the amendment would be inconsistent with the MU-U future land use category.

- 4) **The ERP of page 26 details the land development regulations for the Englewood Redevelopment District. The plan states, “Three primary zoning categories are represented in the Englewood Redevelopment Area—residential, commercial, and industrial (Fig. 2.5). As with land use, the share of each zoning designation reflects the dominance of the corresponding land use, with residential occupying just over 60% of the total acreage, commercial occupying a little more than 31%, and industrial representing the remaining proportion. More specifically, these three zoning categories are divided among seven particular divisions, R-2, R-4, R-5, R-6.C-1, C-2 and ID-1.”**

The proposed rezoning from ID-1 to ID-2 would create the first and only ID-2 zoning properties within the Englewood Redevelopment District. The CRA feels the zoning amendment would result in spot zoning and, as mentioned above under comment #3, the amendment would be inconsistent with the MU-U future land use category.

As the Border Street/Hollywood Avenue corridor has the potential to become an urban commerce or light industrial park, serviced by the existing railroad, the CRA cannot support the rezoning of the current ID-1 zoning to the proposed ID-2 zoning for the reasons stated above. The CRA respectfully requests that the Board deny the rezoning request.

If you have any questions or concerns, please contact me at the following:

David Forte  
Work: 850.595.3595  
Cell: 850.554.8187  
Email: [dvforte@myescambia.com](mailto:dvforte@myescambia.com)



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

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

April 4, 2012  
VIA HAND DELIVERY

Ms. Allyson Cain  
Escambia County Planning Dept.  
3363 West Park Avenue  
Pensacola, Florida 32505

**RE: Parcel Number 16-2S-30-2300-001-023**  
**Location: Border Street and Jordan**  
**Rezoning to ID-2**

Dear Ms. Cain:

Please find our rezoning application attached which requests a change to the parcel referenced above that currently has split zoning of residential/industrial one to Industrial Two for the entire parcel. If approved, this will facilitate the continued use of the property as a concrete manufacturing operation.

Please advise if you have any questions or need anything further. Thank you.

Sincerely,

Wiley C."Buddy" Page



# 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: ID-1 & R-5 to: ID-2

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

Owner(s) Name: Evans Contracting, Inc. Phone: 968-1957

Address: 289 Nowak Road Cantonment, FL 32533 Email: evanscontracting@att.net

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

Property Address: 2006 Border Street Pensacola, Florida 32501

Property Reference Number(s)/Legal Description: 16-2S-30-2300-001-023 & 16-2S-30-2300-001-011 + 027

**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.

*Rick Evans*  
 Signature of Owner/Agent

Evans Contracting, Inc.  
 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 4<sup>th</sup> day of January 20 12,  
 by Kathleen E. Castellani Rick Evans

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

*Kathleen E. Castellani*  
 Signature of Notary  
 (notary seal must be affixed)

Katherine E Castellani  
 Printed Name of Notary

**FOR OFFICE USE ONLY**

Meeting Date(s): PB 5/14; BCC 6/28 Accepted/Verified by: A Con Date: 4/4/12

Fees Paid: \$ 1,750 Receipt #: 552580/552582 Permit #: PRZ 120400009

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

Revised 3-22-11





# Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2012-09

## CONCURRENCY DETERMINATION ACKNOWLEDGMENT

### For Rezoning Requests Only

Property Reference Number(s): 16-2S-30-2300-001-023 & 16-2S-30-2300-001-011 8027

Property Address: 2006 Border Street Pensacola, Florida 32501

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 4th DAY OF January, YEAR OF 2012.

  
Signature of Property Owner

Evans Contracting, Inc.  
Printed Name of Property Owner

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date



**Development Services Department** FOR OFFICE USE:  
Escambia County, Florida

CASE #: Z-2012-09

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

As owner of the property located at 2006 Border Street Pensacola, Florida 32501,  
Florida, property reference number(s) 16-2S-30-2300-001-023 & 16-2S-30-2300-001-011 + 027

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, Florida 32571 Phone: 850.232.9853

[Signature]  
Signature of Property Owner

Evans Contracting, Inc.  
Printed Name of Property Owner \_\_\_\_\_ Date \_\_\_\_\_

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

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

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 4th day of January 20 12,  
by Rick Evans

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

[Signature]  
Signature of Notary

Katherine E Castellani (Notary Seal)  
Printed Name of Notary



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

**2011 FOR PROFIT CORPORATION ANNUAL REPORT**

**FILED** REC'D APR 04 2012  
**Feb 07, 2011**  
**Secretary of State**

DOCUMENT# P99000036830

Entity Name: EVANS CONTRACTING, INC.

**Current Principal Place of Business:**

289 NOWAK RD.  
CANTONMENT, FL 32533

**New Principal Place of Business:**

**Current Mailing Address:**

289 NOWAK RD.  
CANTONMENT, FL 32533

**New Mailing Address:**

FEI Number: 59-3574220      FEI Number Applied For ( )      FEI Number Not Applicable ( )      Certificate of Status Desired ( )

**Name and Address of Current Registered Agent:**

EVANS, RICK  
289 NOWAK RD.  
CANTONMENT, FL 32533      US

**Name and Address of New Registered Agent:**

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

SIGNATURE:

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**OFFICERS AND DIRECTORS:**

Title: P  
Name: EVANS, RICK  
Address: 289 NOWAK RD  
City-St-Zip: CANTONMENT, FL 32533

Title: VP  
Name: EVANS, CONNIE  
Address: 289 NOWAK RD  
City-St-Zip: CANTONMENT, FL 32533

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RICK EVANS

PRES

02/07/2011

\_\_\_\_\_  
Electronic Signature of Signing Officer or Director

\_\_\_\_\_  
Date

REC'D APR 04 2012

Rec  
Doc 1120.00

RETURN TO:  
CITIZENS TITLE GROUP, INC.  
4300 BAYOU BLVD., SUITE 31  
PENSACOLA, FL 32503

### WARRANTY DEED (INDIVIDUAL)

This WARRANTY DEED, dated **January 10, 2007** by **Dennis R Hinote, a married man**, whose post office address is **7400 Hidden Valley Pensacola, FL 32526** hereinafter called the GRANTOR, to **Evans Contracting Inc, a Florida Corporation** whose post office address is **289 Nowak Road Cantonment, FL 32533** hereinafter called the GRANTEE: (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **Escambia** County, Florida, viz:

**SEE ATTACHED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF**

*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 member of the household of Grantor(s) reside thereon.*

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.


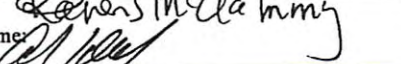
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

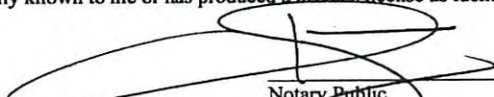
  
Witness  
Print Name: Karen McClammy  
  
Witness  
Print Name: Adrian F. Hammond, Jr.

  
Dennis R Hinote

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this **January 10, 2007** by **Dennis R Hinote, a married man** who is/are personally known to me or has produced a **driver's license** as identification.

(SEAL)

  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared by:  
Karen McClammy, an employee of  
Citizens Title Group, Inc.,  
4300 Bayou Boulevard, Suite 31  
Pensacola Florida 32503  
Incident to the issuance of a title insurance policy.  
File Number: 06-121903  
Parcel ID #: 162S30-2300-001-023

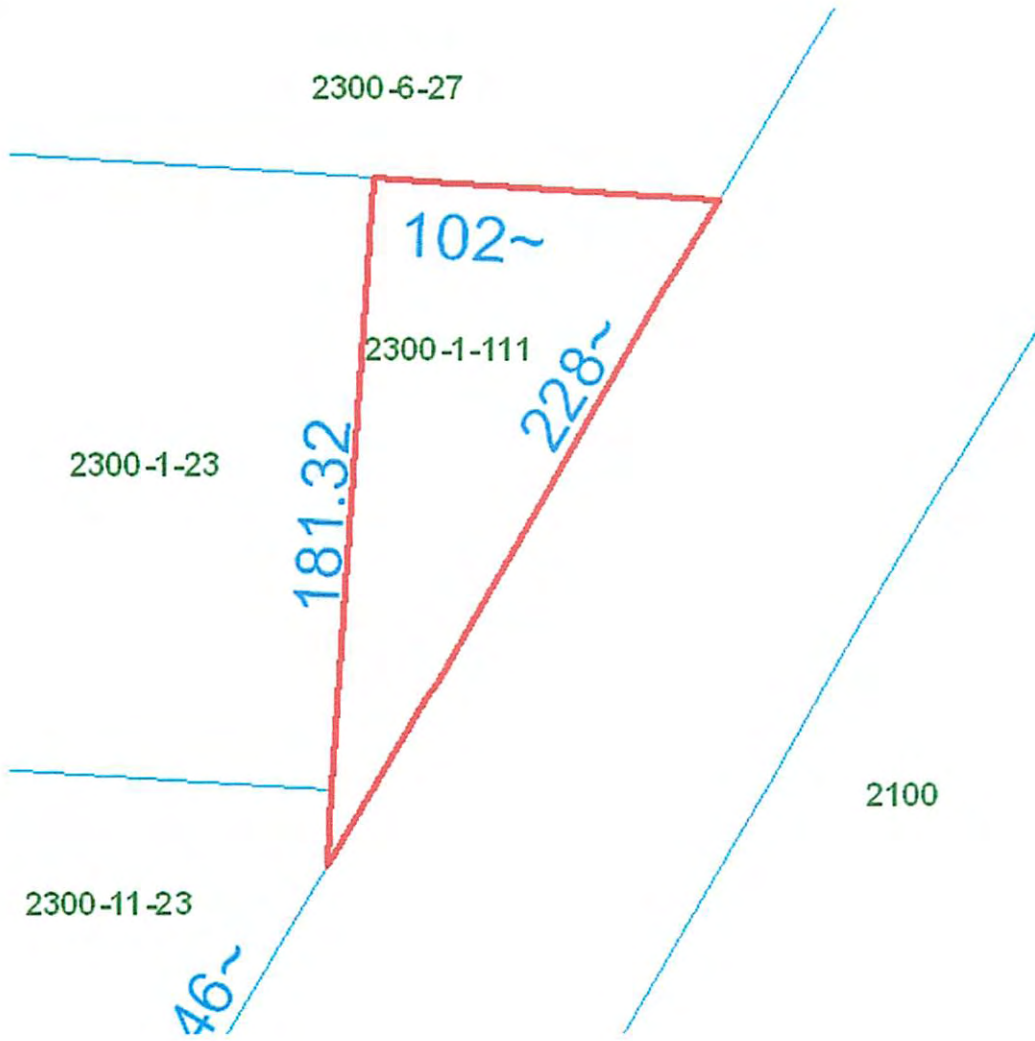


## Schedule A

THAT PORTION OF OAKCREST SUBDIVISION, AS RECORDED IN DEED BOOK 67 AT PAGE 28 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF EASTERLY RIGHT-OF-WAY LINE OF CITRUS STREET (BORDER STREET) AS DESCRIBED IN OFFICIAL RECORDS BOOK 240 AT PAGE 667 OF THE PUBLIC RECORDS OF SAID COUNTY AND THE SOUTHERN RIGHT-OF-WAY LINE OF MAXWELL STREET; THENCE S 22 DEGREES 15 MINUTES 00 SECONDS W ALONG THE EAST RIGHT-OF-WAY LINE OF CITRUS STREET FOR 251.13 FEET FOR THE BEGINNING; THENCE S 89 DEGREES 57 MINUTES 42 SECONDS E FOR 359.04 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE GULF FLORIDA AND ALABAMA RAILROAD; THENCE S 28 DEGREES 44 MINUTES 40 SECONDS W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 310.00 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF ALLEY RUNNING THROUGH BLOCK 23 OF SAID OAKCREST SUBDIVISION; THENCE NORTH 89 DEGREES 57 MINUTES 42 SECONDS WEST ALONG SAID SOUTH LINE FOR 321.17 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF CITRUS STREET; THENCE N 22 DEGREES 15 MINUTES 00 SECONDS E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 293.70 FEET TO THE POINT OF BEGINNING.





REC'D APR 04 2012

023

06-0266-000

Rec  
Doc 1120.00

RETURN TO:  
CITIZENS TITLE GROUP, INC.  
4300 BAYOU BLVD., SUITE 31  
PENSACOLA, FL 32503

**WARRANTY DEED  
(INDIVIDUAL)**

This WARRANTY DEED, dated **January 10, 2007** by **Dennis R Hinote, a married man**, whose post office address is **7400 Hidden Valley Pensacola, FL 32526** hereinafter called the GRANTOR, to **Evans Contracting Inc, a Florida Corporation** whose post office address is **289 Nowak Road Cantonment, FL 32533** hereinafter called the GRANTEE: (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **Escambia** County, Florida, viz:

**SEE ATTACHED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF**

*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 member of the household of Grantor(s) reside thereon.*

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

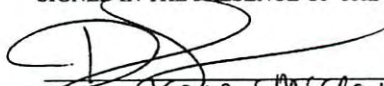
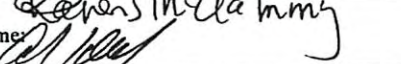
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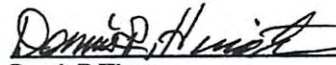
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IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

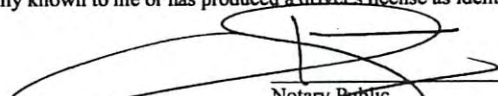
  
Witness  
Print Name: Karen McClammy  
  
Witness  
Print Name: Adrian F. Hammond, Jr.

  
Dennis R Hinote

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this **January 10, 2007** by **Dennis R Hinote, a married man** who is/are personally known to me or has produced a **driver's license** as identification.

(SEAL)

  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared by:  
Karen McClammy, an employee of  
Citizens Title Group, Inc.,  
4300 Bayou Boulevard, Suite 31  
Pensacola Florida 32503  
Incident to the issuance of a title insurance policy.  
File Number: 06-121903  
Parcel ID #: 162S30-2300-001-023



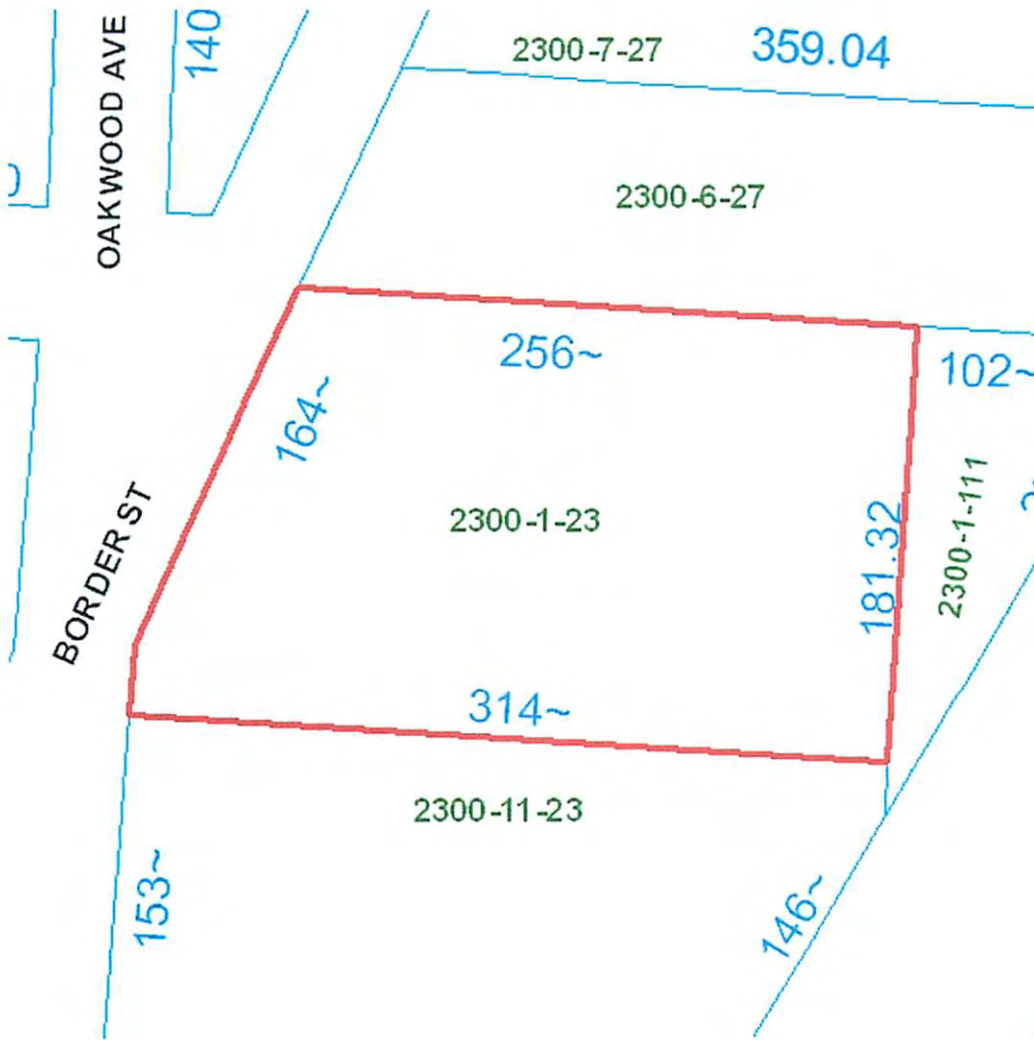
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Rec  
Doc 1120.00

RETURN TO:  
CITIZENS TITLE GROUP, INC.  
4300 BAYOU BLVD., SUITE 31  
PENSACOLA, FL 32503

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(INDIVIDUAL)**

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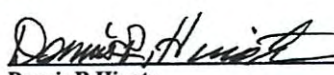
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SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

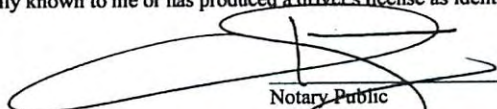
  
Witness Karen McClammy  
Print Name: Karen McClammy  
  
Witness Adrian F. Hammond, Jr.  
Print Name: Adrian F. Hammond, Jr.

  
Dennis R Hinote

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this **January 10, 2007** by **Dennis R Hinote, a married man** who is/are personally known to me or has produced a driver's license as identification.

(SEAL)

  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared by:  
Karen McClammy, an employee of  
Citizens Title Group, Inc.,  
4300 Bayou Boulevard, Suite 31  
Pensacola Florida 32503  
Incident to the issuance of a title insurance policy.  
File Number: 06-121903  
Parcel ID #: 162S30-2300-001-023



**LOCATIONAL CRITERIA**

**1. Does not abut a single-family residential zoning district (R-1, R-2, V-1, V2, V-2A or V-3);**

**RESPONSE:**

As shown on the area zoning map, the subject site is surrounded by ID-1,C-2 and R-5 zoning only.

**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;**

**RESPONSE:**

The site will comply with all required fencing and buffering requirements of the Land Development Code.

**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;**

**RESPONSE:**

The site plan will be submitted to the County for review to assure compliance with potential impacts on the surrounding neighborhood.

**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;**

**RESPONSE:**

According to County records, this lot was originally on the southeast corner of Border Street and Jordan Street. Jordan Street has since been vacated

**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.**

**RESPONSE:**

The attached proposed site plan shows existing ingress and egress to the site from Border Street.

**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.**

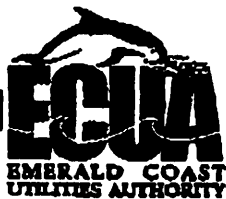
**RESPONSE:**

The area is under transition due in large part to the rail facilities to the east and other scattered industrial uses to the north and south east of the site.

**SUMMARY:**

The site meets all of the required criteria as identified above. As such, the site is consistent with minimum locational requirements contained at **7.20.06 General commercial and light manufacturing locational criteria (2)**.

REC'D APR 04 2012



P. O. Box 15311 • 9255 Sturdevant Street  
Pensacola, Florida 32514-0311  
ph: 850 476-5110 • fax: 850 494-7346

June 9, 2009

David Fitzpatrick, P.E., P.A.  
10250 North Palafox St  
Pensacola, FL 32534  
Fax 476-7708

Re: **Border Street Concrete Plant (2000 Border St.)**

Dear Mr. Fitzpatrick:

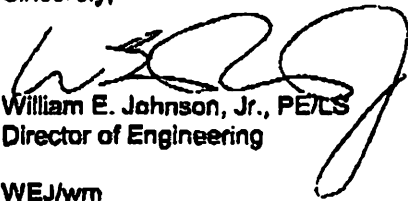
In response to your inquiry concerning availability of water and sewer services for the above referenced project, ECUA anticipates no problems in water supply or sewage treatment plant capacity. Our review indicates this project will not degrade ECUA's water and sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service as defined in the Escambia County Comprehensive Plan.

For the purpose of concurrency review, ECUA will guarantee the availability of water and sewer system capacity up to the requested demand and flow for a period not to exceed one year from the date of this letter. The administration of the Concurrency Review Process is the sole responsibility of Escambia County. This letter is provided to assist in that process.

Connection of the proposed project to ECUA's systems is the responsibility of the developer. Extensions to the ECUA potable water distribution and sewage collection systems to serve this project must be designed and constructed in accordance with ECUA's policies and procedures and all applicable permitting requirements. Wastewater capacity impact fees are due and payable prior to issuance of building permits. Water capacity impact fees are due prior to actual connection to the ECUA system.

ECUA also has the capacity to provide solid waste disposal service to this location.

Sincerely,

  
William E. Johnson, Jr., PE/LS  
Director of Engineering

WEJ/wm

cc: Evans Contracting, Inc. 289 Nowak Rd, Cantonment, FL 32533  
File

\\ecuaeng\engdata\tracking\concurrency-availability ltr from request for service form\concurrency availability ltr 2009\border st concrete plant fitzpatrick was.doc

Logan Fink  
District One

Lola Benson  
District Two

Elvin McCorvey  
District Three

Debo Peridna  
District Four

Larry Walker  
District Five

## Data and Analysis

### Location

This site is located at 2006 Border Street in west Pensacola in the Brownsville area. It is approximately ½ mile south of Fairfield Drive and adjacent to the CSX Railroad track along its easterly property line. Border Street is a short two-lane County maintained roadway extending from Cervantes Street on the south to Fairfield Drive on the north.

### Background

This site was previously owned by the Hinote Septic Tank Company from the mid-1960s until it was sold in 2007. During this period Hinote manufactured concrete septic tanks on site. This process involved the use of concrete batch making equipment, large forms and steel reinforcing rods. Hinote loaded the 500 or 1,000 gallon tanks on flatbed trucks using skid cranes for delivery to residential and commercial customers. In 1989 the County zoned the northern portion of the property ID-1, while the southerly portion was zoned R-5.

According to the Property Appraiser's records, in January 2007, Hinote sold to Evans Contracting, Inc. who leased the site to another concrete operation known as "A Perfect Mix" who operated on site for two years. By March 2009 the lease was assumed by AKON Concrete after the existing tenant closed and removed his equipment and the site. While gathering state air permits from the Florida Department of Environmental Protection, Alabama-based AKON learned that the property requires C-2 zoning and a change in the land use in order to legally operate in Escambia county, even though the property has a history of industrial-type activities prior to the adoption of zoning.

### Project Description

AKON consists of one storage tower containing the raw powdered product and a



second tower where it is mixed with aggregate and water for the final product. This is the same type equipment and process used by previous tenant, "A Perfect Mix". The process requires a storage area for sand and gravel which is located in the northeast portion of the site. Office space is contained in a construction-site type trailer and no permanent structure(s) is proposed.

### Area Spatial Analysis

Much of the area on and around Border Street was constructed in the late 1940s and early 1950s without benefit of any land use development control mechanisms. While heavy commercial and industrial uses are typically attracted to rail corridors, the presence of the CSX tracks has caused the area to support small lot residential uses with most being mobile homes in the area.

As shown on the attached maps, the site is comprised of three lots. The northern most lot (PN 2300-006-027) is zoned ID-1, while the two southerly lots (PN2300-001-023 and 2300-001-111) are both zoned R-5. All three lots are classified as MU-1 Mixed Use on the Future Land Use

Map. In order to continue the property as a concrete operation, the site will require a change in the land use from MU-1 to ID Industrial and a change in zoning from R-5 and C-1 to ID-2 status.

Property on the north side of site is owned by *Pav'r Construction, Inc.* and used as a waste container rental operation with outside storage along the common property line. This site is zoned ID-1. As stated

earlier, property to the east is owned by *CSX Railroad* which provides rail service south to the industrial area south of Navy Boulevard and west of Pace Boulevard containing Armstrong World and Arizona Chemical among others. Property south of the site is zoned R-5 and appears to be used for intensive outside storage activities. Across from the site, Escambia County owns property on the west side of Border Street and uses it as a storm water retention pond facility.

### Economic Redevelopment Areas

Border Street serves as a dividing line with property on the east side of the street being in the Englewood Redevelopment Area and land on the west side of Border Street being in the Brownsville Redevelopment Area.

The site has the distinction of being within one redevelopment area and across the street from yet another area designated for redevelopment. This designation may qualify the owners for certain economic incentives such as matching funds for façade/landscape improvements, sales tax rebates on capital equipment purchases and perhaps matching funds for qualified employee hourly wages. Generally, the designation of an area for economic development incentives indicates that the unit of local government is supportive of compatible change and/or expansion of an activity that leads to neighborhood and overall economic improvements.

### Analysis

This site is located in unincorporated Escambia County which adopted land use regulations in 1989. Prior to adopting zoning and development regulations, this area was substantially developed, largely based upon what ever the property owner wanted to do. As a result, the area contains a mixture of uses, from low intensity single family residential to high intensity commercial and industrial activities, many of which share a common property line.

Some thirty-five parcels of property are located within 500 feet of the site. This 500 foot circle is bisected by a rail road and Border Street, which is a well traveled local road way. Border Street appears to divide the land uses within the 500 circle surrounding the site. As observed in the field, there are seven properties located on the east side of Border Street within the circle and seven located on the west side. Of the seven east side properties, six are non-residential including a junk yard, a construction container rental operation, the AKON concrete facility, and a vacant commercial building. On the west side of Border Street, within the 500 foot circle, the seven uses include a mobile home park, vacant lots, a county stormwater pond,

and five single family homes. Clearly, then, existing land uses appear to be divided by Border Street with industrial and heavy commercial uses on the east side and residential uses on the west side of the street.

The existing AKON concrete operation backs up to the CSX Railroad and ID-1 Industrial zoning on the eastern side of the site. Zoning north of the site is ID-1 while a junk yard zoned R-5 was observed adjacent and south of the site. The county holding pond west of the site is zoned C-2 and R-5. This pattern shows that the site is surrounded by either non-residential uses and properties that are non-conforming with the adopted Escambia County Zoning Map. Moreover, C-2 zoning is designated for almost the entire residential areas on the west side of Border Street which allows many uses not generally compatible with residential land uses.

This area, then, contains a strong contrast between actual land uses and those uses allowed and prohibited by the Land Development Code. Again, the existing development pattern shows industrial and heavy commercial uses located on the East side of Border Street in the immediate area surrounding the site.

### **Potable Water**

Calculations for potable water demand are as follows:

$$\begin{aligned} 10 \text{ employees @ } 350\text{gpdpe} &= 3,500 \text{ gpd} \\ \text{Concrete production requirements} &= 10,000 \text{ gpd} \end{aligned}$$

From this we can fix the initial consumption of potable water to be approximately 13,500 gpd. The attached letter from the Emerald Coast Utility Authority (ECUA) affirms that sufficient potable water capacity is available to support the facility.

### **Sanitary Sewer**

According to the ECUA Engineering Department, the nearest service is located over

one mile away. As such, the existing septic tank located on site will continue to be utilized.

### **Recreation**

This Future Land Use Amendment anticipates that this existing operation will continue to have no impact on area recreation facilities because of its non-residential characteristics.

### **Traffic**

Border Street is classified as a local roadway by the Escambia County Engineering Department. The right-of-way varies in width from 66 feet along the northerly one third of its length about 30-40 feet on the majority of the balance to the south.

The attached spreadsheet is a print-out using the Florida Department of Transportation software known as "TIPS" (Traffic Internal capture and Passby Software). Using the Institute of Traffic Engineers land use code 110 (General Light Industrial) and 10 employees as the independent variable, some 61 strips will be generated from the site on a daily basis. The nature of concrete business dictates that the vast majority of trips will be made in the early hours (7:00am to 10:00am), thus avoiding any PM peak hour traffic situation.

As stated earlier, this site has been generating concrete related trips onto Border Street for well over 25 years. The current operator will continue operations with between 3 and 5 trucks meaning traffic impact should not change and the level of service for the roadway should not be affected.

### **DRAINAGE**

Stormwater will be directed to a holding pond located near the southwest corner of the site. Wash from the concrete trucks will be directed to a separate holding pond as shown on the attached site plan. The design of the ponds and other site improvements will be reviewed by county and state officials for regulatory

compliance. Additionally, a neighborhood stormwater retention pond has been constructed by Escambia County. directly across the street from the site.

**URBAN SPRAWL**

This is an existing land use located in an area that has historically exhibited heavy non-residential uses. This use is not urban sprawl as defined under Florida Administrative Code Rule 9J-5.003 (134).



**Development Services Department**  
Escambia County, Florida

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

16-2S-30-2300-001-023 & 111  
Property Reference Number

Buddy Page (Evans)  
Name

Border St & Jordan 32505  
Address

Owner  Agent

Referral Form Included? **Y / N**

**MAPS PREPARED**

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

**PROPERTY INFORMATION**

Current Zoning: R-5 Size of Property: \_\_\_\_\_ +/-  
 Future Land Use: MU-U Commissioner District: \_\_\_\_\_  
 Overlay/AIPD: none Subdivision: Oakerest  
 Redevelopment Area\*: Englewood CRA  
 \*For more info please contact the CRA at 595-3217 prior to application submittal.

**COMMENTS**

Desired Zoning: ID-1 ID-2  
 Is Locational Criteria applicable? yes If so, is a compatibility analysis required? yes

*located along local road*

4/15/10

*met to discuss properties 1/4/10*  
*Phonetic: There is an updated Redevelopment Plan for Englewood*  
*no conflict with MU-U FLU for request to ID-1*

- 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: Lynette Harris, Allyson Cain, Drew Holmer, Horace Jones Date: \_\_\_\_\_

Applicant/Agent Name & Signature: Buddy Page

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.

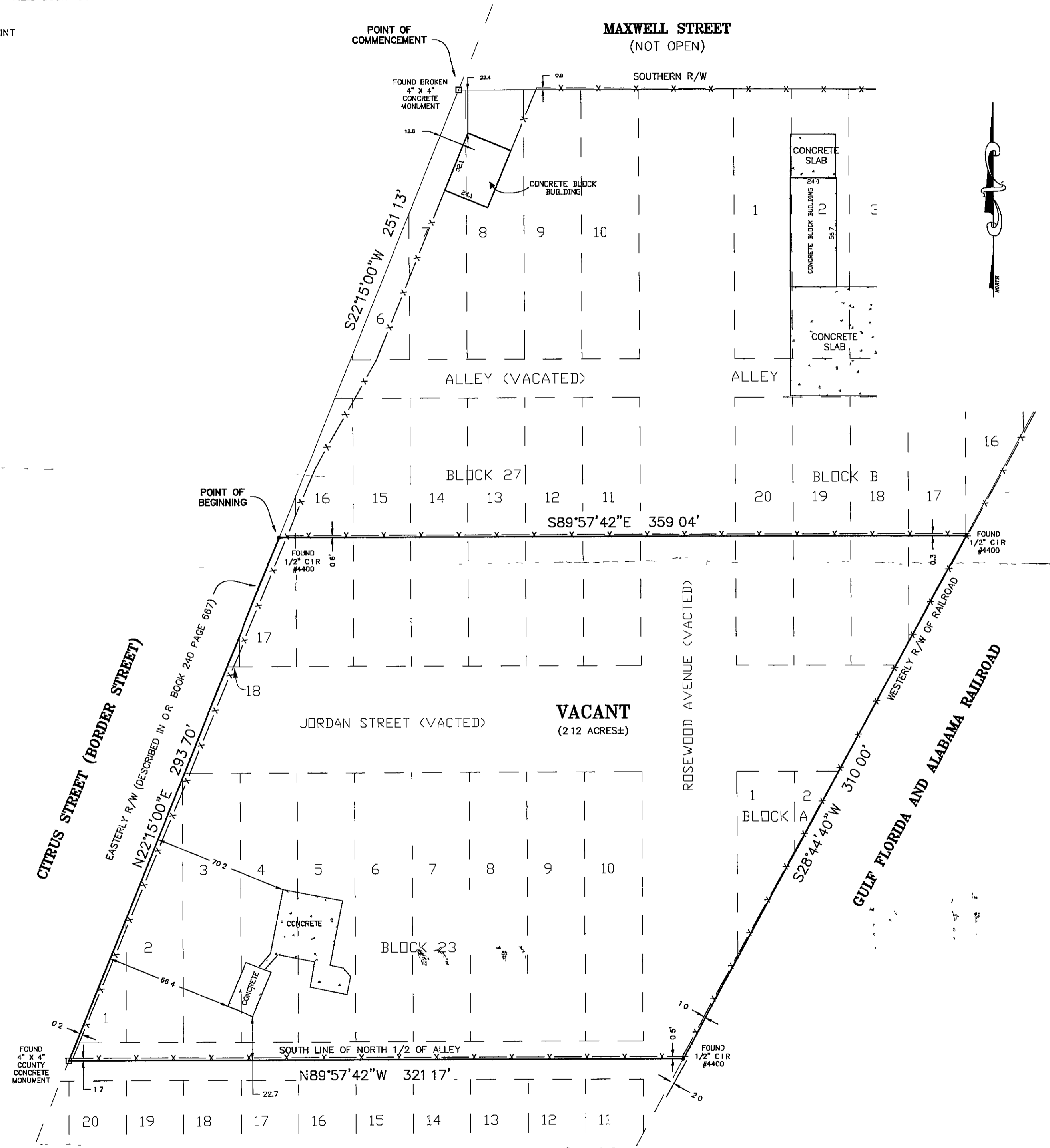
\*MEASUREMENTS MADE TO UNITED STATES STANDARDS\*

**LEGEND.**  
 B S L ~ BUILDING SETBACK LINE  
 P C ~ POINT OF CURVATURE  
 P T ~ POINT OF TANGENCY  
 P C P ~ PERMANENT CONTROL POINT  
 R ~ RADIUS  
 L ~ LENGTH OF ARC  
 C ~ CHORD DISTANCE  
 C B ~ CHORD BEARING  
 R/W ~ RIGHT-OF-WAY  
 C I R ~ CAPPED IRON ROD  
 D ~ DEED  
 A ~ ACTUAL  
 CHAINLINK FENCE ~ —X—  
 WOOD FENCE ~ —○—

# BOUNDARY SURVEY



**GARY F. BYRD, LLC**  
 Professional Surveying & Mapping  
 800 Byrd Lane  
 Pensacola, Florida 32526  
 Phone (850) 485-1675 Fax (850) 941-4986  
 554-6734



**LAND DESCRIPTION**

THAT PORTION OF OAKCREST SUBDIVISION AS RECORDED IN DEED BOOK 67 AT PAGE 28 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS COMMENCE AT THE POINT OF INTERSECTION OF EASTERLY RIGHT-OF-WAY LINE OF CITRUS STREET (BORDER STREET) AS DESCRIBED IN OFFICIAL RECORD BOOK 240 AT PAGE 667 OF THE PUBLIC RECORDS OF SAID COUNTY AND THE SOUTHERN RIGHT-OF-WAY LINE OF MAXWELL STREET, THENCE S 22°15'00" W ALONG THE EAST RIGHT-OF-WAY LINE OF CITRUS STREET FOR 251.13 FEET TO THE BEGINNING, THENCE S 89°57'42" E FOR 359.04 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE GULF FLORIDA AND ALABAMA RAILROAD THENCE S 28°44'40" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 310.00 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF ALLEY RUNNING THROUGH BLOCK 23 OF SAID OAKCREST SUBDIVISION, THENCE N 89°57'42" W ALONG SAID SOUTH LINE FOR 321.17 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF CITRUS STREET, THENCE N 22°15'00" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 293.70 FEET TO THE POINT OF BEGINNING

SOURCE OF INFORMATION DESCRIPTION AS FURNISHED BY CLIENT ALL BEARINGS AND/OR ANGLES AND DISTANCES ARE PLAT EXCEPT AS NOTED

THERE MAY BE ADDITIONAL RESTRICTIONS, EASEMENTS AND/OR RIGHT-OF-WAYS THAT WERE NOT FURNISHED TO THIS FIRM THAT MAY BE FOUND IN THE PUBLIC RECORDS OF SAID COUNTY FOOTINGS FOUNDATIONS OR ANY OTHER SUBSURFACE STRUCTURES NOT LOCATED

NO TITLE WORK PERFORMED BY THIS FIRM

I HEREBY CERTIFY TO CITIZENS TITLE GROUP INC EVANS CONTRACTING INC DENNIS R HINOTE WESTCOR LAND INSURANCE COMPANY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUTES

DRAWING RELEASE DATE: 01-08-07  
 SCALE 1" = 40'  
 SHEET 1 OF 1

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

*Gary F. Byrd*  
 GARY F. BYRD  
 FLORIDA LAND SURVEYOR #4400

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL EMBOSSED SEAL OF A FLORIDA SURVEYOR

JOB NO. & DRAWING NO: FL06-11-024



**Development Services Department**

**Building Inspections Division**

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

**RECEIPT**

Receipt No. : **552580**

Date Issued. : 04/04/2012

Cashier ID : GELAWREN

Application No. : PRZ120400009

Project Name : Z-2012-09

**PAYMENT INFO**

Method of Payment	Reference Document	Amount Paid	Comment
<b>Check</b>	10309	\$1,750.00	App ID : PRZ120400009
		<b>\$1,750.00</b>	<b>Total Check</b>

Received From : EVANS CONTRACTION INC

Total Receipt Amount : **\$1,750.00**

Change Due : \$0.00

**APPLICATION INFO**

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ120400009	645718	1,750.00	\$0.00	0 BORDER ST & JORDAN , PENSACOLA, FL, 32505
PRZ120400009	645719	70.00	\$0.00	0 BORDER ST & JORDAN , PENSACOLA, FL, 32505

<b>Total Amount :</b>	<b>1,820.00</b>	\$0.00	Balance Due on this/these Application(s) as of 4/5/2012
-----------------------	-----------------	--------	---





**Development Services Department**

**Building Inspections Division**

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

**RECEIPT**

Receipt No. : **552582**

Date Issued. : 04/04/2012

Cashier ID : GELAWREN

Application No. : PRZ120400009

Project Name : Z-2012-09

**PAYMENT INFO**

Method of Payment	Reference Document	Amount Paid	Comment
<b>Cash</b>		\$70.00	App ID : PRZ120400009
		<b>\$70.00</b>	<b>Total Cash</b>

Received From : BUDDY PAGE

Total Receipt Amount : **\$70.00**

Change Due : \$0.00

**APPLICATION INFO**

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ120400009	645718	1,750.00	\$0.00	0 BORDER ST & JORDAN , PENSACOLA, FL, 32505
PRZ120400009	645719	70.00	\$0.00	0 BORDER ST & JORDAN , PENSACOLA, FL, 32505

<b>Total Amount :</b>	<b>1,820.00</b>	\$0.00	Balance Due on this/these Application(s) as of 4/5/2012
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OREN INTERNATIONAL INC  
1995 HOLLYWOOD AVE  
PENSACOLA FL 32505

EVANS CONTRACTING INC  
289 NOWAK RD  
CANTONMENT FL 32533

D & S OF PENSACOLA INC  
4419 CEDARBROOK CIR  
PENSACOLA FL 32526

PAV'R CONSTRUCTION INC  
501 E GREGORY ST # 3  
PENSACOLA FL 32502

BODIE DANIEL P & GERMAINE R  
2004 GLENWOOD AVE  
PENSACOLA FL 32505

SILCOX ROBERT H  
3800 W MAXWELL ST  
PENSACOLA FL 32505

ONGMAN GLORIA J  
22880 POPLAR RD  
ROBERTSDALE AL 36567

TERRY JOHN G  
3816 W MAXWELL ST  
PENSACOLA FL 32505

GIBBES TIMOTHY & DEBORAH  
12 CLOVERLAND CT  
PENSACOLA FL 32505

HENDRIX JAMES E  
C/O WANDA HENDRIX WHITE  
205 HUNTERS HILL LN  
MOLINO FL 32577

BANK OF AMERICA  
C/O ROBERTSON ANSCHUTZ  
3010 N MILITARY STE 300  
BOCA RATON FL 33431

WILSON STEVE H  
817 NORTH 48TH AVE  
PENSACOLA FL 32506

RHODES EARL J & CHARLENE E  
1800 1/2 BORDER ST  
PENSACOLA FL 32505

MULLINS CHARLIE & GLADYS E  
1800 N BORDER ST  
PENSACOLA FL 32505

MARTIN LUCINDA  
4415 DEAUVILLE WAY  
PENSACOLA FL 32503

BODIE STEVE R  
1375 LA PAZ  
PENSACOLA FL 32506

PENSACOLA HABITAT FOR  
HUMANITY INC  
PO BOX 13204  
PENSACOLA FL 32591

PENSACOLA HABITAT FOR  
HUMANITY  
1060 GUILLEMARD ST  
PENSACOLA FL 32501

JAHNKE JOSHUA J  
59 LINCOLN ST  
HUDSON MA 01749

DOWNEY JOSEPH M  
16 CLOVERLAND CT  
PENSACOLA FL 32508

SOUTHERN STAR AUTO GROUP LLC  
2201 GLENWOOD AVE  
PENSACOLA FL 32505

SCHAFFER REAL ESTATE HOLDINGS  
LLC  
1632 SUNSET POINTE  
DESTIN FL 32541

FOLMAR DARRYL D  
2101 OAKWOOD AVE  
PENSACOLA FL 32505

ANGELOS AUTO PARTS INC  
42 SANDALWOOD ST  
PENSACOLA FL 32505

WILLIS SABRINA LYNN  
2123 NORTH T ST  
PENSACOLA FL 32505

AARON LILLIAN SHAW LIFE EST  
3820 W JORDAN ST  
PENSACOLA FL 32505

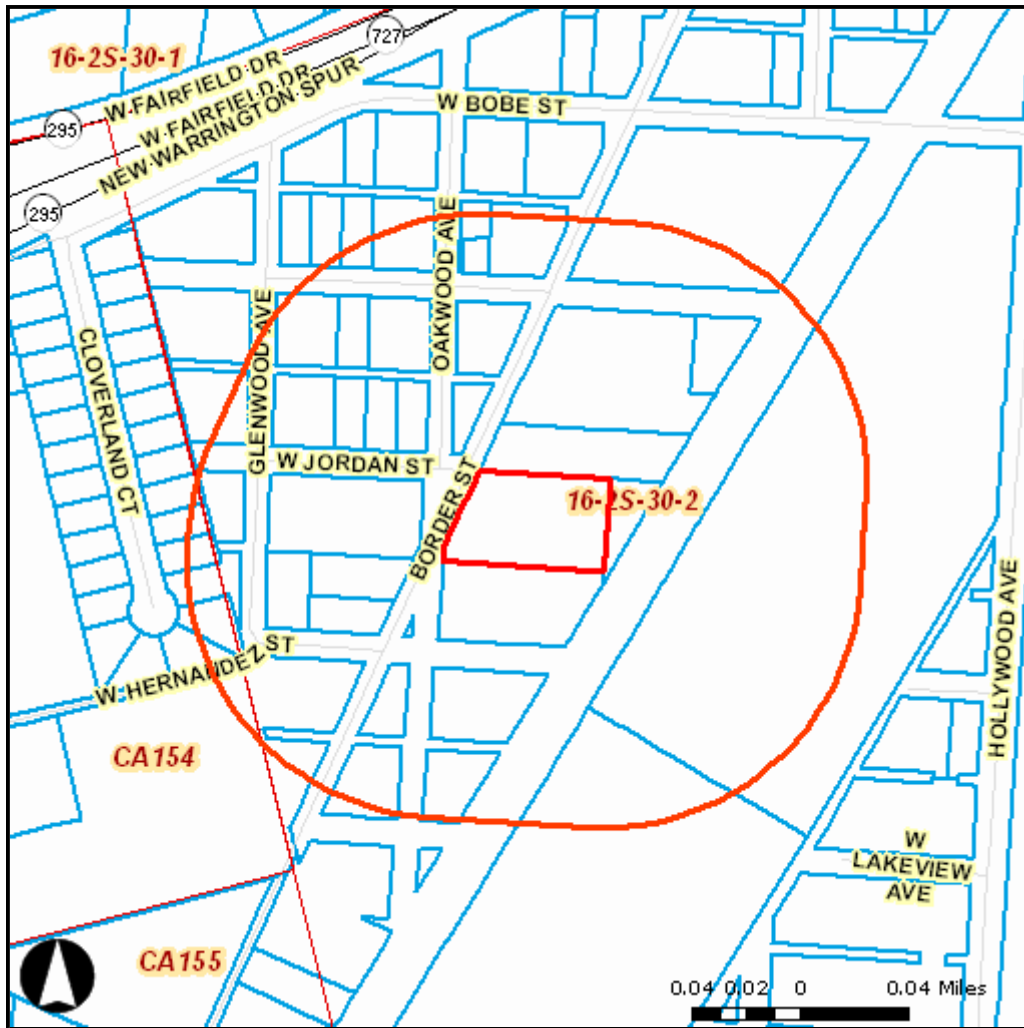
HENDRICKS JAMES GAWEN  
8411 KAUSE RD  
PENSACOLA FL 32506

BROWN JAMES &  
2208 OAKWOOD AVD  
PENSACOLA FL 32505

HARBORTH HARVEY & BARBARA A  
14 CLOVERLAND CT  
PENSACOLA FL 32505

FOLKER TIMOTHY W & ROSEMARY  
711 MEADOWVIEW LN  
PENSACOLA FL 32504

# ECPA Map



Map Grid



Major Roads

- City Road
- 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

Meeting Date: 5-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: 08 + 09

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

[X] In Favor [ ] Against

\*Name: BUDDY PAGE

\*Address: 5337 Hamilton Ln \*City, State, Zip: PACE

Email Address: budpage1@mchs1.com Phone: 232-9853

Please indicate if you:

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

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

All items with an asterisk \* are required.

Chamber Rules

- 1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 5-14-12

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2012-09 OR

Agenda Item Number/Description:

In Favor Against

\*Name: Ronald L Stewart

\*Address: 1321 Borders \*City, State, Zip: Pensacola, FL 32505

Email Address: Phone: 457-3716

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 and granted uniform time to speak (normally 3 - 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
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7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

**Z-2012-17**

41

1 going in the right direction. We're just going to  
 2 make you jump through a lot of hoops, but you are on  
 3 the right track.  
 4 MR. SCHNEIDER: Thank you.  
 5 MR. BRISKE: Sir, did you have anything else  
 6 you wanted to present to the Board?  
 7 MR. SCHNEIDER: No, sir.  
 8 MR. BRISKE: Thank you. The Chair will  
 9 entertain a motion on this.  
 09:33 10 (Motion by Mr. Goodloe.)  
 11 MR. GOODLOE: Mr. Chairman, I move that we  
 12 recommend approval of the zoning application to the  
 13 Board of County Commissioners and adopt the  
 14 Findings-of-Fact provided in the rezoning hearing  
 15 package listed as Z-2012-12 and it's contingent upon  
 16 a Florida land use amendment that would change it  
 17 from Recreational to Agricultural.  
 18 MS. SINDEL: Second.  
 19 MR. GOODLOE: And it will be done by the Board  
 09:34 20 of County Commissioners, as well.  
 21 MR. BRISKE: We have a motion and a second.  
 22 Any further discussion? All those in favor, say  
 23 aye.  
 24 (Board members vote.)  
 25 MR. BRISKE: Opposed?  
 TAYLOR REPORTING SERVICES, INCORPORATED

42

1 (None.)  
 2 MR. BRISKE: All right. Mr. Woodward is out of  
 3 the room at this time and he recused himself.  
 4 (The motion passed with Mr. Woodward recused.)  
 5 MR. BRISKE: All right. The recommendation is  
 6 to approve so as we said you'll go through these  
 7 steps and I guess we'll see you back in a month or  
 8 so.  
 9 (Conclusion of Z-2012-12.)  
 09:34 10 All right. Let's go ahead and take about a  
 11 five-minute break. We'll come back into session at  
 12 20 minutes till, please, 20 minutes till 10:00.  
 13 (Break taken, after which the proceedings  
 14 continued. Transcript continues on Page 43.)  
 15 \* \* \*  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 TAYLOR REPORTING SERVICES, INCORPORATED

43

1 \* \* \*  
 2 CASE NO: Z-2012-17  
 Location: 3840 Navy Boulevard  
 3 Parcel: 38-2S-30-1000-003-004  
 From: R-2, Single-Family District (Cumulative),  
 4 Low-Medium Density (7 du/acre)  
 To: C-1, Retail Commercial District (Cumulative)  
 5 (25 du/acre)  
 FLU Category: MU-U  
 6 BCC District: 2  
 Overlay Area: C-3, Warrington Overlay  
 7 Requested by: Stephanie Lowry, Agent  
 for Team Player Properties, LLC  
 8  
 9 MR. BRISKE: All right we're going to call back  
 09:45 10 to order the August 13, 2012 quasi-judicial rezoning  
 11 hearing. We have all our members back from the  
 12 break, so we'll maintain our quorum here.  
 13 At this point we're going to move on to our  
 14 next case, which is Case Z-2012-17, 3840 Navy  
 15 Boulevard, from R-2, Single-Family District, to a  
 16 C-1, Retail Commercial District. It will be  
 17 presented today by Stephanie Lowry, Agent for Team  
 18 Player Properties, LLC.  
 19 Members of the Board, has there been any  
 09:46 20 ex parte communication between you, the Applicant,  
 21 the Applicant's agents, attorneys or witnesses, with  
 22 any fellow Planning Board members or anyone from the  
 23 general public? Also I would ask that you disclose  
 24 if you have visited the subject property and  
 25 disclose if you are a relative or business associate  
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 of the Applicant or the Applicant's agents.  
 2 Starting with Mr. Stitt.  
 3 MR. STITT: Thank you, Mr. Chairman. I have  
 4 driven by the site, but other than that, no.  
 5 MS. HIGHTOWER: No, to all the above.  
 6 MR. BRISKE: Mr. Goodloe.  
 7 MR. GOODLOE: No, to ex parte, but I am  
 8 familiar with the property.  
 9 MR. WOODWARD: No to all the above except it's  
 09:46 10 in my neighborhood, so I know where it is.  
 11 MR. BRISKE: The Chairman, no to all the above  
 12 except I know Ms. Lowry from other community events.  
 13 No impact on this case.  
 14 MR. BRISKE: Mr. Tate.  
 15 MR. TATE: No to all the above.  
 16 MS. DAVIS: No to all of the above.  
 17 MR. WINGATE: No. None to all the above.  
 18 MS. SINDEL: No ex parte, but I did visit the  
 19 site.  
 09:47 20 MR. BRISKE: All right. Staff members, was  
 21 notice of hearing sent to all interested parties?  
 22 MS. CAIN: Yes, it was.  
 23 MR. BRISKE: And was it also posted on the  
 24 subject property?  
 25 MS. CAIN: Yes, it was.  
 TAYLOR REPORTING SERVICES, INCORPORATED

**ESCAMBIA COUNTY PLANNING BOARD REZONING HEARINGS - AUGUST 13, 2012**

**45**

1 MR. BRISKE: Ms. Lowry, if there's no objection  
 2 we'll have the staff present the photographs and the  
 3 maps. Okay.  
 4 (Presentation of Maps and Photographs.)  
 5 MR. FISHER: John Fisher, Urban Planner. This  
 6 is Case Z-2012-17. This is the location and  
 7 wetlands map. This is the 500-foot zoning map. You  
 8 can see where it's zoned R-2. This is the Future  
 9 Land Use with Future Land Use of MU-U, Mixed-Use  
 09:47 10 Urban. The existing land use map. This is the  
 11 aerial map. This is the CRA map where it's located  
 12 in the Warrington CRA overlay. This is our public  
 13 hearing sign.  
 14 This is looking south onto the subject  
 15 property. This is looking southwest onto the  
 16 subject property. Looking west along Shadow Lawn  
 17 Lane. Looking northeast across the subject  
 18 property -- northwest. I'm sorry. Looking south on  
 19 the east side of the subject property. Looking  
 09:48 20 northeast along Shadow Lawn Lane. Looking south on  
 21 the west side of the subject property. Looking  
 22 southeast onto the subject property. This is  
 23 looking south onto the subject property. Looking  
 24 north from Navy onto the subject property located  
 25 behind the building. This is looking north from  
 TAYLOR REPORTING SERVICES, INCORPORATED

**46**

1 Navy. The subject property is located behind the  
 2 building. This is looking north from Navy also.  
 3 The subject property is located behind the building.  
 4 This is the 500-foot mailing list. And these are  
 5 the 500 mailing list.  
 6 MR. BRISKE: Okay. Drew, I don't know if you  
 7 mentioned your name and position when you started.  
 8 MR. FISHER: John.  
 9 MR. BRISKE: I'm sorry, John. John Fisher not  
 09:49 10 Drew Holmer. I'm sorry. Yes, if you would state  
 11 your name and position for the record, please.  
 12 MR. FISHER: Urban Planner John Fisher.  
 13 MR. BRISKE: Thank you. Are there any  
 14 questions about the photography and the maps? Okay.  
 15 All right.  
 16 Stephanie, if you would, come forward, please.  
 17 We'll ask our court reporter to swear you in,  
 18 please.  
 19 (Stephanie Lowry sworn.)  
 09:49 20 MR. BRISKE: If you would please state your  
 21 full name and address for the record.  
 22 MS. LOWRY: Stephanie Lowry, 2525 Pleasant  
 23 Valley Drive, Cantonment, Florida, 32533.  
 24 MR. BRISKE: And have you received a copy of  
 25 the rezoning hearing package with the staff's  
 TAYLOR REPORTING SERVICES, INCORPORATED

**47**

1 findings?  
 2 MS. LOWRY: Yes, I did.  
 3 MR. BRISKE: And do you understand that you  
 4 have the burden of proving with substantial and  
 5 competent evidence that the proposed rezoning is  
 6 consistent with the Comprehensive Plan, furthers the  
 7 goals, objectives and policies of the Comprehensive  
 8 Plan and is not in conflict with any portion of the  
 9 County's Land Development Code?  
 09:50 10 MS. LOWRY: Yes.  
 11 MR. BRISKE: Please proceed.  
 12 (Presentation by Ms. Lowry, previously sworn.)  
 13 MS. LOWRY: I'm in total agreement with the  
 14 staff's findings. Originally we are going to  
 15 request C-2, but they were not going to be in favor  
 16 of it and neither was the CRA, but after meeting  
 17 with them and CRA, they were supportive of the C-1.  
 18 The pictures that you see of the property you  
 19 can tell it's a total mess. We purchased it as -- I  
 09:50 20 don't know if it was a foreclosure, but they were in  
 21 and they were out, so we're in the process of  
 22 cleaning it up. You can see all that outside  
 23 storage, I would call it, that they had is all being  
 24 cleaned up and that part actually is zoned R-2, but  
 25 it's been used as part of the Redish Canvas  
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1 property.  
 2 Next door you will see that there's Hertz  
 3 Rental, which is only C-1 on the front but R-2 in  
 4 the back but it's completely used for storing all of  
 5 their large equipment and C-1, C-2 uses.  
 6 So with that in mind and all the commercial  
 7 development in the area, I see it's compatible with  
 8 the Land Development Code and being mixed use and  
 9 commercial would be compatible with the  
 09:51 10 Comprehensive Plan. And the overlay district, I  
 11 talked to them and they were in support of the C-1.  
 12 I guess -- I think I've covered it all. It's a  
 13 logical and orderly development pattern being right  
 14 there in a commercial area and no adverse  
 15 environmental impacts.  
 16 MR. BRISKE: Any questions of the Applicant's  
 17 agent?  
 18 MR. WOODWARD: Yes, ma'am. Is this property  
 19 owned by the same people that owned the Redish  
 09:52 20 property?  
 21 MS. LOWRY: Well, we purchased all of it.  
 22 MR. WOODWARD: In other words, you own all of  
 23 them?  
 24 MS. LOWRY: Correct.  
 25 MR. WOODWARD: So you're trying to make it a  
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**ESCAMBIA COUNTY PLANNING BOARD REZONING HEARINGS - AUGUST 13, 2012**

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1 consistent use?  
 2 MS. LOWRY: Correct.  
 3 MR. BRISKE: Any other questions? All right.  
 4 We'll let the staff give a presentation and then you  
 5 can come back up if you have more to add.  
 6 MS. LOWRY: Okay.  
 7 MR. BRISKE: John, not Drew. I'm sorry.  
 8 (Presentation by John Fisher, previously  
 9 sworn.)  
 09:52 10 MR. FISHER: John Fisher, Urban Planner. This  
 11 is zoning Case 2012-17, from a R-2, Single-Family  
 12 District, to C-1, Retail Commercial District.  
 13 Under Criterion (1), consistent with the  
 14 Comprehensive Plan. Findings: The proposed  
 15 amendment to C-1 is consistent with the intent and  
 16 purpose of the Future Land Use category of Mixed Use  
 17 Urban as stated in FLU 1.3.1 because the Future Land  
 18 Use category is intended for an intense mix of  
 19 residential and nonresidential uses. The proposed  
 09:53 20 amendment is consistent with the intent of FLU 1.5.3  
 21 promoting the efficient use of existing public  
 22 roads, utilities and services infrastructure;  
 23 notably to encourage redevelopment of underutilized  
 24 property. Buffering requirements between the  
 25 subject parcel and the adjoining neighbor will be  
 TAYLOR REPORTING SERVICES, INCORPORATED

**50**

1 addressed at the time of the site plan review  
 2 process.  
 3 Criterion (2), consistent with the Land  
 4 Development Code.  
 5 The proposed amendment is consistent with the  
 6 intent and purpose of the Land Development Code.  
 7 However, staff has observed outside storage on the  
 8 property. Outside storage is not allowed in C-1  
 9 zoning. The parcel is located in the C-3 Overlay  
 09:53 10 Warrington Commercial District. The Applicant must  
 11 comply with all requirements of Section 6.07.01.  
 12 See CRA memo. When applicable, further site plan  
 13 review will be needed to ensure buffering  
 14 requirements and all performance standards have been  
 15 met should this request be granted.  
 16 Criterion (3), compatible with surrounding  
 17 uses. Findings: The proposed amendment is  
 18 compatible with the surrounding and existing uses in  
 19 the area. Within the 500-foot radius impact area,  
 09:54 20 staff observed properties with zoning districts R-2,  
 21 C-1 and C-2. There are 34 residential properties  
 22 and 15 commercial properties.  
 23 Criterion (4), changed conditions. Staff found  
 24 no changed conditions that would impact the  
 25 amendment or the property. Staff found case  
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 Z-2011-19, 3910 West Navy Boulevard rezoning case  
 2 was for C-1 to C-2 and was approved by the Planning  
 3 Board on December 12, 2011, but denied by the BCC on  
 4 January 5th, 2012.  
 5 Criterion (5), effect on the natural  
 6 environment. According to the National Wetland  
 7 Inventory, wetlands and hydric soils were not  
 8 indicated on the subject property. When applicable  
 9 further review during the site plan review process  
 09:55 10 will be necessary to determine if there would be any  
 11 significant adverse impact on the natural  
 12 environment.  
 13 Criterion (6), Development Patterns. The  
 14 proposed amendment would result in a logical and  
 15 orderly development pattern. The property is  
 16 located with connection to an existing business that  
 17 is looking to expand. The surrounding properties  
 18 are already commercial with the exception of one  
 19 residential connection to the west. However, the  
 09:55 20 property must comply with C-1 regulations, no  
 21 outside storage.  
 22 That concludes the staff's findings.  
 23 MR. BRISKE: Board members, any questions of  
 24 staff?  
 25 Ms. Lowry, do you have any questions of staff?  
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 MS. LOWRY: No.  
 2 MR. BRISKE: David, do you have a presentation  
 3 you want to make? State your name and address and  
 4 your position for the record, please.  
 5 MR. FORTE: David Forte, CRA. Do I need to get  
 6 sworn in?  
 7 MR. BRISKE: Yes.  
 8 (David Forte sworn.)  
 9 MR. FORTE: Good morning, Board. I just wanted  
 09:56 10 to say that we support the rezoning application and  
 11 we hope that you move forward with the staff's  
 12 Findings-of-Fact, as well.  
 13 MR. BRISKE: Any questions of the CRA  
 14 Department? Thank you.  
 15 Ms. Lowry, any closing statements?  
 16 MS. LOWRY: I know that the issue of the  
 17 outside storage that's currently on the property or  
 18 was on the property is being addressed. All of  
 19 those frames for the awnings were just left behind  
 09:56 20 by the previous occupant, so it's just taking a long  
 21 time because it was -- it's a big mess over there.  
 22 It is being worked out.  
 23 MR. BRISKE: Okay. I don't think we have  
 24 anyone from the public signed up to speak. Is there  
 25 anyone here that wishes to speak on this matter?  
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1 Then we'll close the public comment section.  
 2 The Chair will entertain a motion from the  
 3 Board.  
 4 MS. DAVIS: I have a motion.  
 5 (Motion by Ms. Davis.)  
 6 MS. DAVIS: I move to recommend approval of the  
 7 rezoning application 2012-17 to the Board of County  
 8 Commissioners and adopt Findings-of-Fact presented  
 9 by the staff.  
 09:57 10 MR. WINGATE: I second.  
 11 MR. BRISKE: A motion and a second.  
 12 Discussion? All those in favor, say aye.  
 13 (Board members vote.)  
 14 MR. BRISKE: Opposed?  
 15 (None.)  
 16 MR. BRISKE: It passes unanimously. Thank you.  
 17 (The motion passed unanimously.)  
 18 MR. BRISKE: All right. If there are no  
 19 matters for the quasi-judicial hearing, rezoning  
 09:57 20 hearing, then we will be in adjournment.  
 21 (The quasi-judicial proceedings concluded at  
 22 10:00 a.m.)  
 23  
 24  
 25

TAYLOR REPORTING SERVICES, INCORPORATED

1 CERTIFICATE OF REPORTER  
 2  
 3 STATE OF FLORIDA  
 4 COUNTY OF ESCAMBIA  
 5  
 6 I, LINDA V. CROWE, Court Reporter and Notary  
 7 Public at Large in and for the State of Florida, hereby  
 8 certify that the foregoing Pages 2 through 53 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 14th day of August 2012.  
 18  
 19  
 20 \_\_\_\_\_  
 LINDA V. CROWE, COURT REPORTER  
 Notary Public - State of Florida  
 My Commission No.: DD 848081  
 My Commission Expires: 02-05-2013  
 21  
 22  
 23  
 24  
 25

TAYLOR REPORTING SERVICES, INCORPORATED

**Planning Board-Rezoning**

**5. C.**

**Meeting Date:** 08/13/2012

**CASE :** Z-2012-17

**APPLICANT:** Stephanie Lowry, Agent for  
Team Player Properties LLC

**ADDRESS:** 3840 Navy Blvd

**PROPERTY REF. NO.:** 38-2S-30-1000-003-004

**FUTURE LAND USE:** MU-U

**DISTRICT:** 2

**OVERLAY AREA:** C-3, Warrington Overlay

**BCC MEETING DATE:** 09/06/2012

**Information**

**SUBMISSION DATA:**

**REQUESTED REZONING:**

**FROM: R-2, Single-Family District (Cumulative), Low-Medium Density (7 du/acre)**

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

**RELEVANT AUTHORITY:**

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

**CRITERION (1)**

**Consistent with the Comprehensive Plan.**

Whether the proposed amendment is consistent with the Comprehensive Plan.

**Comprehensive Plan 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)

**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 districts categories (with the exception of residential development)

**CPP FLU 1.1.9 Buffering.** In the LDC, Escambia County shall ensure the compatibility of adjacent land uses by requiring buffers designed to protect lower intensity uses from more intensive uses, such as residential from commercial.

## **FINDINGS**

The proposed amendment to C-1 **is consistent** with the intent and purpose of the Future Land Use category Mixed-Use Urban as stated in CPP FLU 1.3.1. because the future land use category is intended for an intense mix of residential and nonresidential uses. The proposed amendment is consistent with the intent of CPP FLU 1.5.3 promoting the efficient use of existing public roads, utilities and services infrastructure; notably to encourage redevelopment of underutilized property. Buffering requirements between the subject parcel and the adjoining neighborhood will be addressed at the time of the site plan review process.

## **CRITERION (2)**

### **Consistent with The Land Development Code.**

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

**6.05.07. 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.

**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.

Permitted Uses:

Any use permitted in the R-6 district.

2. Places of worship, educational institutions or facilities.

3. Personal service establishments such as, but not limited to, banks, beauty parlors, medical and dental clinics, restaurants including on-premises consumption of alcohol, financial institutions, professional and other offices, parking garages and lots, laundry and dry cleaning pickup stations, self-service coin-operated laundry and dry cleaning establishments, shoe repair, tailoring, watch and clock repair, locksmiths and data processing.

4. Retail business including, but not limited to: drug, package, hardware stores, book, stationery, china and luggage shops, newsstands, florists, photographic supplies and studios, wearing apparel shops, paint and wallpaper; accessory storage for retail uses.

5. Restaurants. Drive-in or drive-thru restaurants provided that the boundaries of the tract of land on which they are located are in excess of 200 feet from any R-1 or R-2 districts unless

- separated from such district by a three lane road (or larger) or a minimum 60-foot right-of-way.
6. Automobile repair shops for ignition, fuel, brake and suspension systems or similar uses.
  7. Automobile service stations including minor auto repairs.
  8. Automobile washing facility.
  9. Hotels and motels.
  10. Off-premises signs, billboards and other sign structures erected, located and maintained as provided for in article 8 of this Code.
  11. Grocery, produce, meat and convenience stores, including the incidental sale of gasoline.
  12. Health and fitness clubs.
  13. Hospitals.
  14. Printing, bookbinding, lithography and publishing companies.
  15. Interior decorating, home furnishing, and furniture stores.
  16. Music conservatory, dancing schools and art studios.
  17. Music, radio and television shops.
  18. Mortuary and funeral homes.
  19. Dry cleaning establishments provided that equipment used emits no smoke or escaping steam and uses nonflammable synthetic cleaning agents (perchloroethylene, trichloroethylene, etc.)
  20. Indoor movie theaters.
  21. Enclosed animal hospitals and veterinary clinics.
  22. Campgrounds.
  23. Secondhand stores and used clothing deposit box when such boxes are operated (placed) by charitable organizations.
  24. Wholesale warehousing (if less than 10,000 square feet).
  25. Mini-warehouses. No ancillary truck rental service or facility allowed without conditional use approval.
  26. Bowling alleys, skating rinks and billiard parlors providing such activities and facilities are enclosed within a soundproof building.
  27. Recreational and commercial marinas.
  28. Garden shops or nurseries displaying plants, shrubs, trees, etc., outdoors adjacent to the garden shop or nursery.
  29. Antique shops, pawn shops.
  30. Commercial communication towers 150 feet or less in height.
  31. Arcade amusement centers and bingo facilities.
  32. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).

**6.07.01. C-3(OL) Warrington commercial overlay district.** This special performance district is intended to provide an enhanced level of protection for land uses in those commercial corridors which (1) are located within the Warrington Redevelopment Area, and (2) provide primary access (gateways) to the two major military installations. This is an overlay district and the regulations herein expand upon the existing C-1 and/or C-2 zoning district regulations otherwise imposed on individual parcels within the commercial corridor.

B. Applicability. This overlay district applies to all C-1 or C-2 zoned properties indicated on the zoning map as C-3OL. A generalized map of the C-4(OL) District is depicted in Figure 1; however, it is not the official zoning map and should be used only for preliminary determination of the application of the overlay zone.

C. Relationship to underlying zoning. All of the use listings and site design requirements of the underlying C-1 and C-2 commercial districts shall continue to apply. This C-3(OL) district adds one prohibited use and adds to the list of uses that shall require conditional use review and

approval by the board of adjustment. The conditional use review shall require a finding of fact on both those performance standards listed in section 2.05.03 of this Code and the additional performance standards listed in F., G., and H. below.

D. Prohibited uses. Portable food vendors.

E. Use requiring special conditional use review. 1. Convenience stores. 2. Retail sale of alcohol for off-premises consumption. 3. Bars and nightclubs. 4. Tattoo parlors. 5. Pawn shops and check cashing services. 6. Commercial amusement arcades, including billiard parlors and game machine arcades. 7. Automotive uses (including car sales, automobile rental agencies, car washes, auto repair facilities, tire sales, etc.). 8. Truck, utility trailer, and RV rental service or facility.

F. Performance standards.

1. Building and sign design. The choice of building materials, colors and building signage shall be compatible with the intent of this district and shall not have an adverse visual impact on surrounding properties of the two nearby Navy installations.

2. Color and materials. Colors shall be compatible with the general pattern existing on the commercial corridors within the Warrington area.

## **FINDINGS**

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. However, staff has observed outside storage on the property. Outside storage is not allowed in C-1 Zoning.

The parcel is located in the C-3 (OL) Warrington Commercial Overlay District, the applicant must comply with all requirements of section 6.07.01. See CRA memo.

When applicable, further site plan review will be needed to ensure the buffering requirements and other performance standards have been met, should this request be granted.

## **CRITERION (3)**

### **Compatible with surrounding uses.**

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

## **FINDINGS**

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts R-2, C-1 and C-2. There are 34 residential properties and 15 commercial properties.

## **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). For informational purposes staff found case Z-2011-19 located at 3910 W Navy Blvd. The rezoning case was for C-1 to C-2 and was approved by the Planning Board on December 12, 2011 but

denied by the BCC on January 5, 2012.

**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 site plan review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

**CRITERION (6)**

**Development patterns.**

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

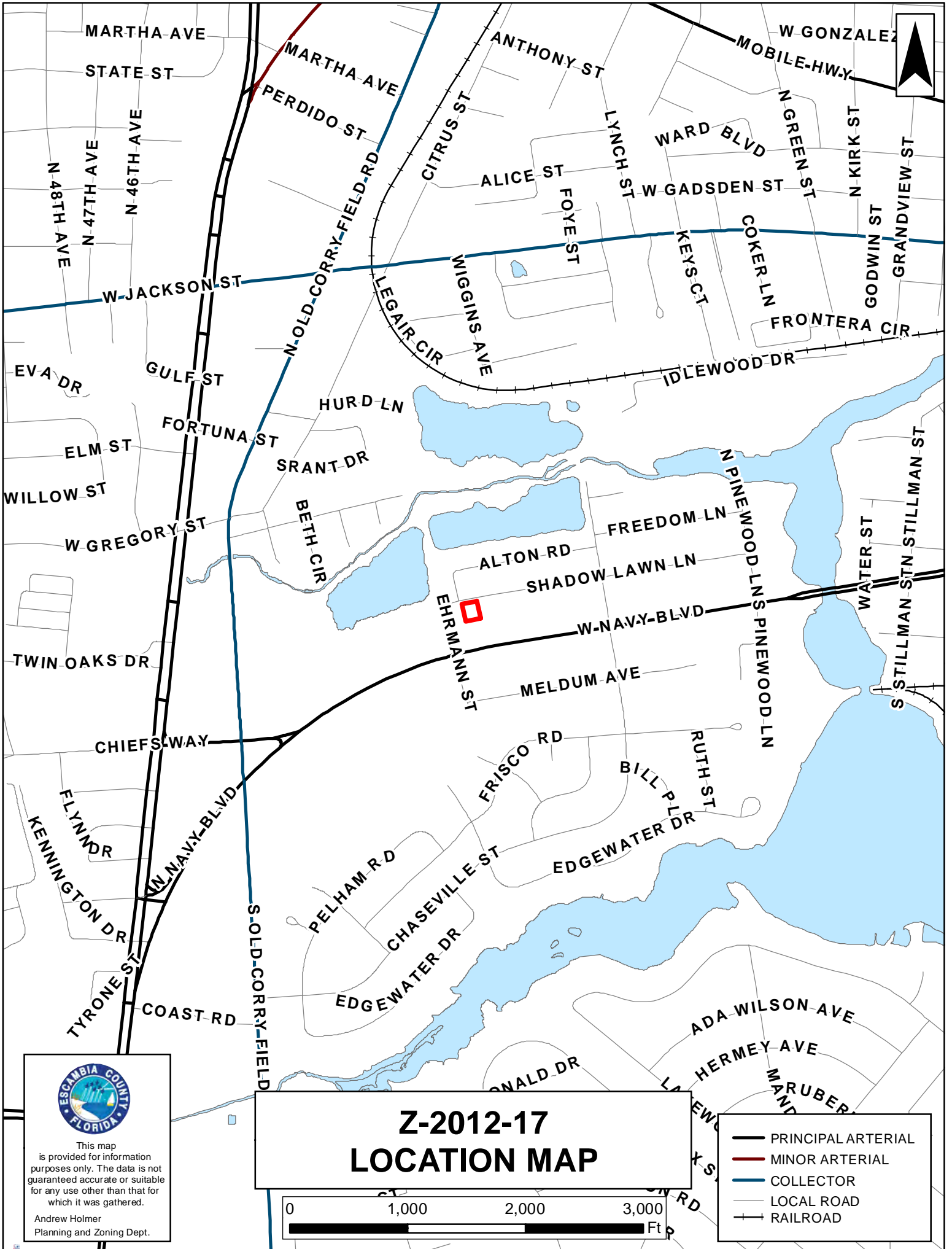
**FINDINGS**


The proposed amendment **would result** in a logical and orderly development pattern. The property is located with connection to an existing business that is looking to expand. The surrounding properties are already commercial with the exception of one residential connection to the west. However, property must comply with C-1 regulations and have no outside storage.

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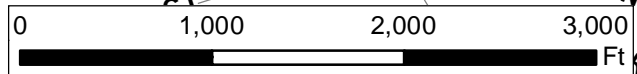
**Attachments**

Z-2012-17



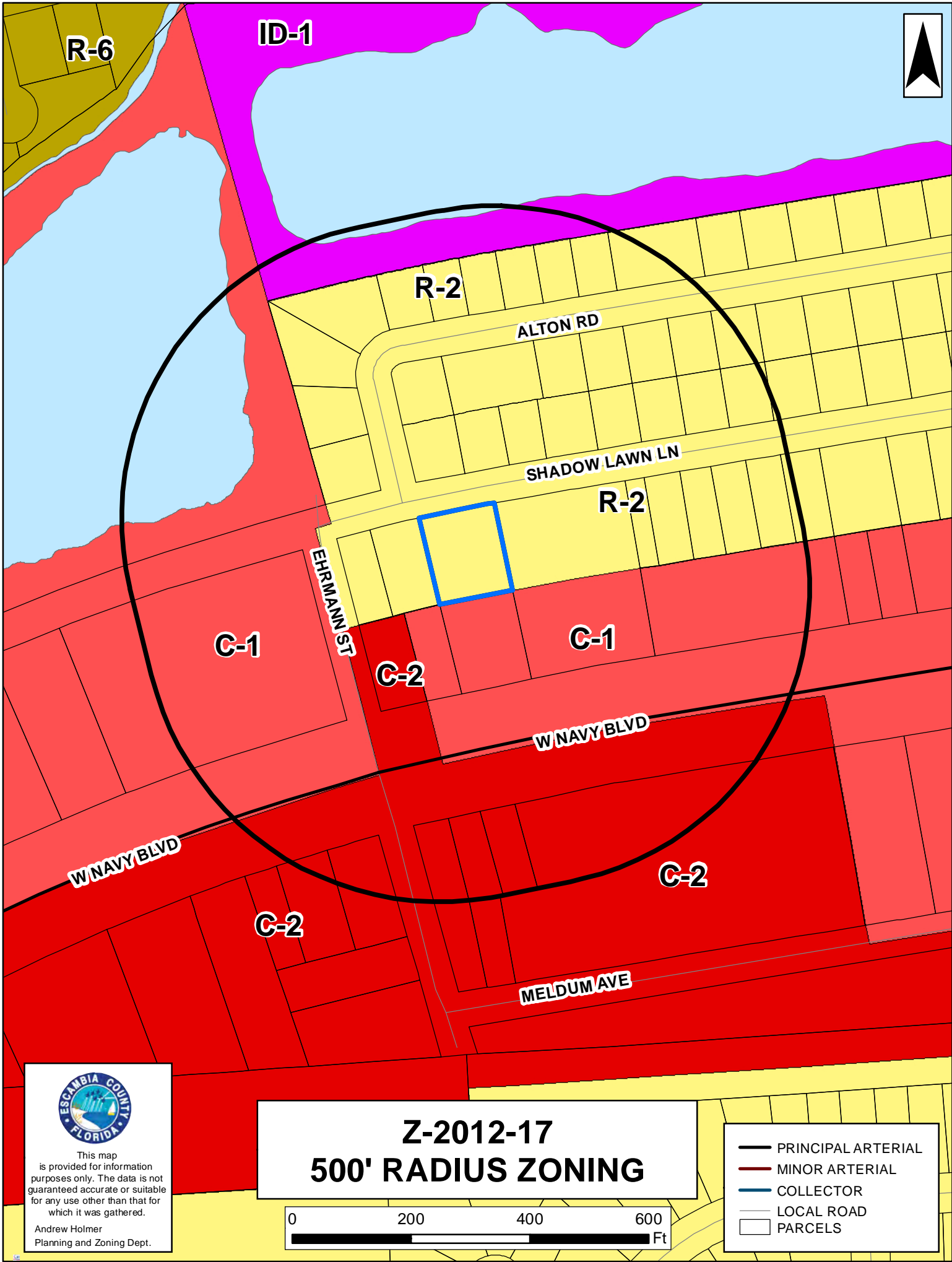
  
 This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.  
 Andrew Holmer  
 Planning and Zoning Dept.

# Z-2012-17 LOCATION MAP



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





R-6

ID-1

R-2

ALTON RD

SHADOW LAWN LN

R-2

EHRMANN ST

C-1

C-2

C-1

W NAVY BLVD

W NAVY BLVD

C-2

C-2

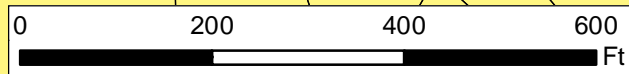
MELDUM AVE



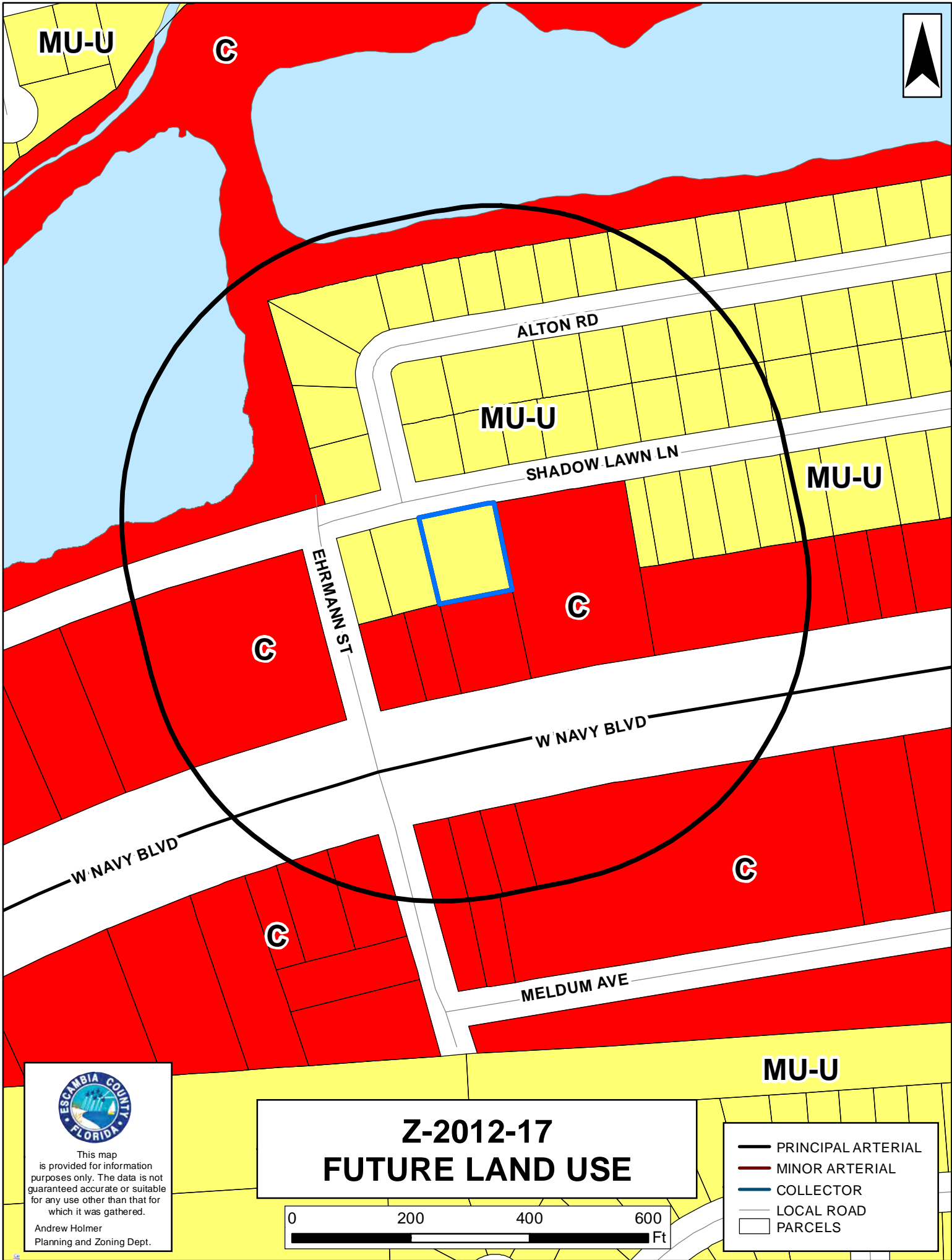
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.

# Z-2012-17 500' RADIUS ZONING



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



MU-U

G

MU-U

MU-U

EHRMANN ST

ALTON RD

SHADOW LAWN LN

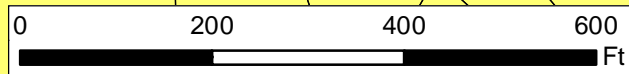
W NAVY BLVD

W NAVY BLVD

MELDUM AVE

MU-U

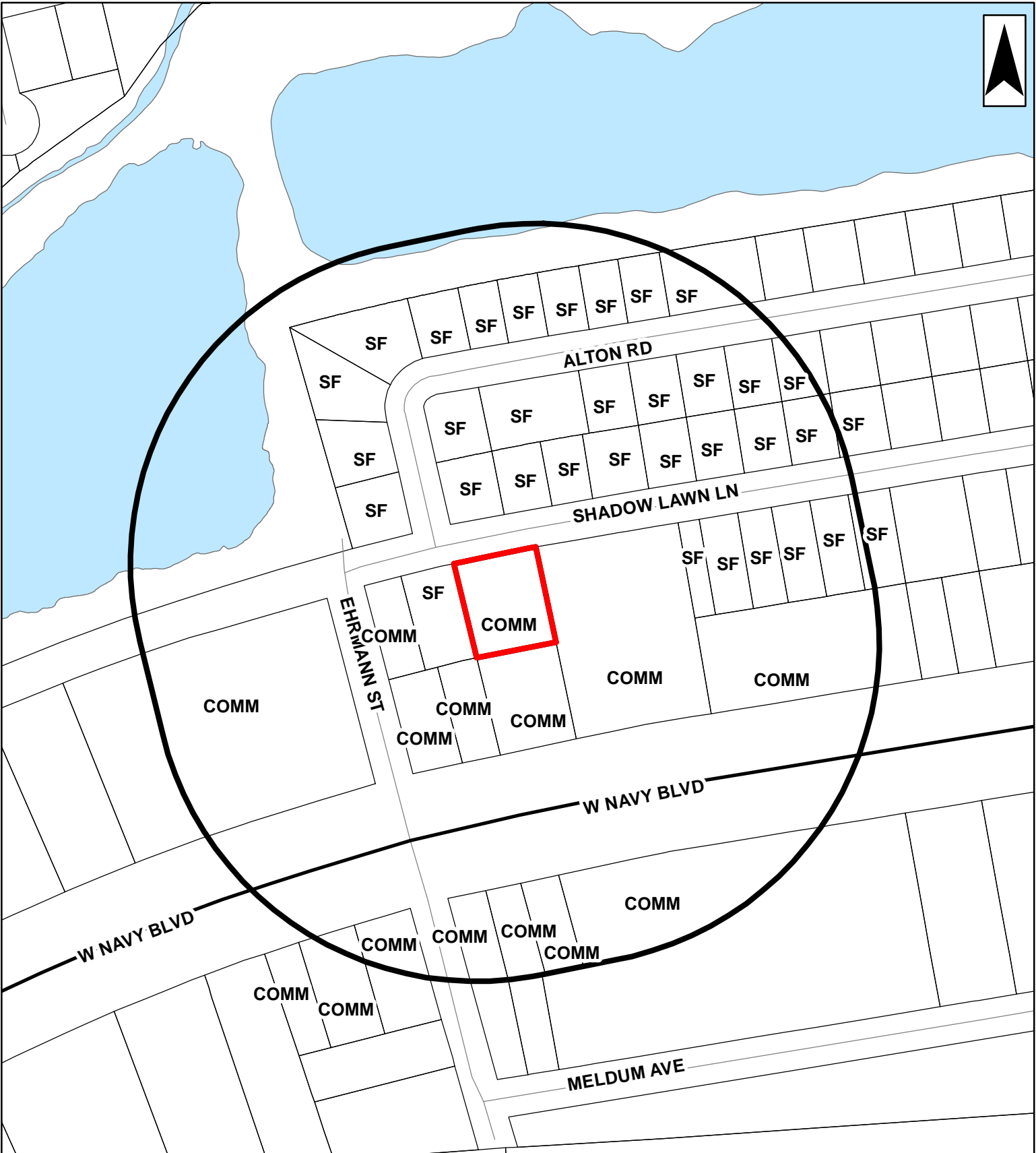
**Z-2012-17  
FUTURE LAND USE**



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

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

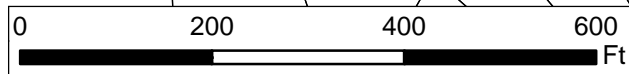
Andrew Holmer  
Planning and Zoning Dept.



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Andrew Holmer  
Planning and Zoning Dept.

# Z-2012-17 EXISTING LAND USE



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



ALTON RD

SHADOW LAWN LN



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

Andrew Holmer  
Planning and Zoning Dept.

# Z-2012-17 AERIAL MAP




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



**WARRINGTON CRA**

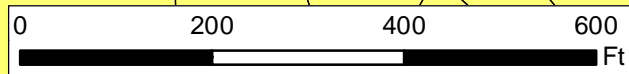
**WARRINGTON CRA**













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Andrew Holmer  
Planning and Zoning Dept.

**Z-2012-17  
CRA MAP**



-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  PARCELS
-  BARRANCAS
-  BROWNSVILLE
-  ENGLEWOOD
-  PALAFOX
-  WARRINGTON



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

**The mission of the CRA is to enhance the quality of life within the County's Redevelopment Areas and Enterprise Zone by encouraging private sector reinvestment, promoting economic development and providing public sector enhancements.**

**INTEROFFICE MEMORANDUM**

**TO:** Planning Board  
**FROM:** David Forte, Urban Planner II, Community Redevelopment Agency (CRA)  
**THRU:** Eva A. Peterson, CRA Manager  
**DATE:** Tuesday, July 31, 2012  
**RE:** Rezoning, August 13, 2012 meeting – 3840 Navy Blvd. – Z-2012-17 – **Warrington Redevelopment District**

The Warrington Community Redevelopment Area Plan (WRP), originally adopted by the Board of County Commissioners in December of 1995, is intended to accomplish several key objectives to help revitalize and improve the Warrington Redevelopment District. The Zoning and Land Use objective is intended to support and implement zoning policies that protect residential neighborhoods and encourage compatible commercial/industrial reinvestment. The WRP states that the “retention of the predominantly C-1 Commercial zoning along the arterial highways is particularly important.”

Navy Boulevard is a major arterial corridor and serves as the primary gateway to Pensacola NAS. Understanding the importance of the corridor, the Board of County Commissioners adopted the Navy Boulevard Design Guidelines Manual on May 17, 2012. Also, the CRA is currently undergoing a Corridor Management Plan for the entire corridor from the Bayou Chico Bridge to the east to NAS to the south of the subject site totaling approximately 3.3 miles. The corridor is a vibrant roadway with vital commercial components that anchor the economic viability of the community as well as supports the residential surrounding the corridor. The proposal does not appear to conflict with the Design Guidelines Manual or the Corridor Management Plan.

The CRA is in support of the proposed application and respectfully requests that the Board approve the rezoning request.



# NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2012-17  
CURRENT ZONING: R-2 PROPOSED ZONING: C-1

## PLANNING BOARD

DATE: 8/13/12 TIME: 8:30 am

### LOCATION OF HEARING

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

## BOARD OF COUNTY COMMISSIONERS

DATE: 9/6/12 TIME: 5:45 pm

### LOCATION OF HEARING

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

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL  
DEVELOPMENT SERVICES AT 595-3475 OR VISIT  
[WWW.MYESCAMBIA.COM](http://WWW.MYESCAMBIA.COM)

PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF ESCAMBIA COUNTY



**Looking South onto the subject property.**





**Looking Southwest onto the subject property.**



**Looking West along Shadow Lawn lane..**



**Looking Northwest across from the subject property.**



**Looking South on the east side of the subject property.**



**Looking Northeast along Shadow Lawn Lane.**



**Looking South on the West Side of the subject property.**



**Looking Southeast onto the subject property.**



Looking South onto Subject property





**Looking North from Navy - subject parcel located behind the building.**



**Looking North from Navy - the subject parcel located behind the building**



**Looking North from Navy - subject parcel located behind the building**



# 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-2/4 to: C-2NAC-1

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

Owner(s) Name: TEAM PLAYER PROPERTIES LLC Phone: 477-6804

Address: 5050 DIXIE ST, SUITE B Email: \_\_\_\_\_

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

Property Address: 3840, Navy Blvd,

Property Reference Number(s)/Legal Description: 38-25-30-1000-003-004,

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.

Signature of Owner/Agent: [Signature] Printed Name Owner/Agent: GARY LOWRY Date: 07-02-2012

Signature of Owner: \_\_\_\_\_ Printed Name of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2<sup>ND</sup> day of JULY 20 12 by GARY LOWRY, PRESIDENT, TEAMPLAYER PROPERTIES, LLC

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

Signature of Notary: [Signature] Printed Name of Notary: CLAYR LOCKE

(notary seal must be affixed)



**FOR OFFICE USE ONLY**

Meeting Date(s): Aug. 13, 2012 Accepted/Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

Fees Paid: \$ 1050.00 Receipt #: \_\_\_\_\_ Permit #: PRZ 1207 00017

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



Development Services Department  
Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2012-17

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 38-25-30-1000-003-004

Property Address: 3840 Navy Blvd

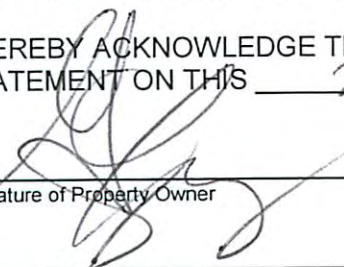
I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed 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 2ND DAY OF July, YEAR OF 2012.

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

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

Grady Lowmy  
 \_\_\_\_\_  
 Printed Name of Property Owner

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

07-02-2012  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



Development Services Department  
Escambia County, Florida

FOR OFFICE USE:  
CASE #: Z-2012-17

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

As owner of the property located at 3840 1/2 Navy Blvd  
Florida, property reference number(s) 38-25-30-1000-003-004

I hereby designate Stephanie Lowry 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 2 day of July the year of, 2012, 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: Stephanie Lowry Email: stephanie@lowrycompany.co  
Address: 5050 Dixie Dr, Suite B Phone: 477-6804

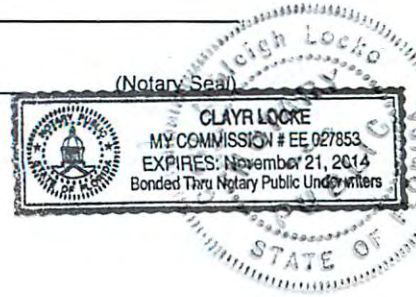
<u>[Signature]</u> Signature of Property Owner	<u>Gary Lowry</u> Printed Name of Property Owner	<u>07-02-2012</u> Date
_____ Signature of Property Owner	_____ Printed Name of Property Owner	_____ Date

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2<sup>ND</sup> day of JULY 20 12,  
by GARY LOWRY, PRESIDENT, TEAM PLAYER PROPERTIES, LLC

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

[Signature]  
Signature of Notary  
CLAYR LOCKE  
Printed Name of Notary



**2012 LIMITED LIABILITY COMPANY ANNUAL REPORT**

**FILED**  
**Apr 11, 2012** REC'D JUL 03 2012  
**Secretary of State**

**DOCUMENT# L09000086472**

**Entity Name:** TEAM PLAYER PROPERTIES LLC

**Current Principal Place of Business:**

5650 DIXIE STREET  
SUITE B  
PENSACOLA, FL 32503

**New Principal Place of Business:**

**Current Mailing Address:**

5650 DIXIE STREET  
SUITE B  
PENSACOLA, FL 32503

**New Mailing Address:**

**FEI Number:** 27-2267751      **FEI Number Applied For ( )**      **FEI Number Not Applicable ( )**      **Certificate of Status Desired ( )**

**Name and Address of Current Registered Agent:**

LOWRY, GARY W  
5650 DIXIE STREET  
SUITE B  
PENSACOLA, FL FL US

**Name and Address of New Registered Agent:**

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

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**MANAGING MEMBERS/MANAGERS:**

**Title:** MGR  
**Name:** LOWRY, GARY  
**Address:** 5650 DIXIE STREET, SUITE B  
**City-St-Zip:** PENSACOLA, FL 32503 US

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

**SIGNATURE:** GARY LOWRY

MR.

04/11/2012

\_\_\_\_\_  
Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

**SPECIAL WARRANTY DEED**

THE STATE OF FLORIDA           §  
  §           **KNOW ALL MEN BY THESE PRESENTS**  
COUNTY OF ESCAMBIA           §

THAT, UPS CAPITAL BUSINESS CREDIT, a Connecticut state-chartered bank ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by TEAM PLAYER PROPERTIES, LLC (the "Grantee"), with an address of 5658 Dixie Street, Pensacola, FL 32503, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, the real property more particularly described on Exhibit "A" attached hereto, together with all rights, appurtenants, and improvements located thereon (the "Property").

This conveyance is being made by Grantor and accepted by Grantee subject to those certain title exceptions set forth in Exhibit "B" attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's heirs, executors, administrators, legal representatives, successors, and assigns forever; and subject to the exceptions set forth on the attached Exhibit "B", Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, legal representatives, successors, and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's heirs, executors, administrators, legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through, or under Grantor, but not otherwise.

(Signature Page Follows)



EXECUTED to be effective 6/20, 2012.

WITNESSES:

GRANTOR:

UPS CAPITAL BUSINESS CREDIT  
a Connecticut state-chartered bank

[Signature]  
W. U. A. Platosz  
[Signature]  
Brian P. Rice

By: [Signature]  
Name: V JAMES SCICHTER  
Title: SPECIAL ASSETS MANAGER

THE STATE OF CT §  
  §  
COUNTY OF Hartford §      Windsor

This instrument was acknowledged before me on this 17<sup>th</sup> day of June, 2012 by V JAMES SCICHTER as Special Assets Manager of UPS CAPITAL BUSINESS CREDIT, a Connecticut state-chartered bank, on behalf of said entity.

[Signature]  
Notary Public, State of CT

My Commission Expires:  
3/31/16

(Print/Type Name of Notary)

**JOANNA AVERSA**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAR. 31, 2016

We hereby certify that this is a true and exact copy of the original instrument.  
BENCHMARK TITLE, LLC

By: [Signature]

EXHIBIT "A"

## THE PROPERTY

Lots 3, 4, 39, 40, and 41, Westerly Heights, according to the map or plat thereof as recorded in Plat Book 2, Page 14, of the Public Records of Escambia County, Florida.

AND

**THAT PORTION OF LOT 1, BLOCK 4, WESTERLY HEIGHTS, AS RECORDED IN PLAT BOOK 2, AT PAGE 14 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT A 4" X 4" CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF LOT 2, BLOCK 4 OF SAID WESTERLY HEIGHTS; THENCE GO SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT 2 AND LOT 1, BLOCK 4, AND ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 4069.83 FEET (DELTA ANGLE - 01 DEGREES 20' 27", CHORD DISTANCE - 95.24 FEET, CHORD BEARING - S 75 DEGREES 28' 55" W) FOR AN ARC DISTANCE OF 95.24 FEET TO A CAPPED IRON ROD STAMPED "TRS 5939", AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 4, AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4069.83 FEET (DELTA ANGLE - 80 DEGREES 44' 08", CHORD DISTANCE - 52.25 FEET, CHORD BEARING - S 74 DEGREES 27' 01" W) FOR AN ARC DISTANCE OF 52.25 FEET TO A CAPPED IRON ROD STAMPED "TRS 5939" ON THE EASTERLY RIGHT OF WAY LINE OF ERDMANN STREET (60' R/W), SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 4; THENCE GO N 16 DEGREES 29' 00" W ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 150.00 FEET TO A CAPPED IRON ROD STAMPED "TRS 5939" TO THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SHADOWLAWN LANE (60' R/W), SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 4; THENCE GO NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 4219.33 FEET (DELTA ANGLE - 00 DEGREES 47' 36", CHORD DISTANCE - 56.43 FEET, CHORD BEARING - N 74 DEGREES 27' 01" E) FOR AN ARC DISTANCE OF 56.43 FEET TO A CAPPED IRON ROD STAMPED "TRS 5939"; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE GO S 14 DEGREES 07' 27" E A DISTANCE OF 150.02 FEET TO THE POINT OF BEGINNING.**

**EXHIBIT "B"****PERMITTED EXCEPTIONS**

Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

Standby fees, taxes and assessments by any taxing authority for the year 2012, and subsequent years.

Rights or claims of parties in possession.

All visible and apparent easements on or across the property, the existence of which are not shown of record.

Any portion of the subject property lying within the boundaries of any road or roadway, public or private.

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

Oil, gas, and other minerals of every kind and character, in, on, and under the property herein described.

The right to use the surface estate for ingress and egress and/or any other right or privilege incident to the ownership of the mineral estate.

Provisions of the Plat of Westerly Heights, recorded in Plat Book 2, Page 14 of the Public Records of Escambia County, Florida.

P:\Real Estate\JJP12\UPS.Saleof 3840W.NavyBlvd.Pensacola.FL.0048\Deed.001

**RE: Rezoning Properties located at 3840 Navy Blvd from R-2 to C-1****Property Reference Nos: 38-2S-30-1000-003-004****Owners: Team Player Properties, LLC**

Requesting a zoning change from R-2 to C-1

- *Consistency with the Comprehensive Plan*

The proposed amendment to C-1 is consistent with the Future Land Use of C (Commercial) and MU-U (Urban Use). This FLU is intended for an intense mix of residential and nonresidential uses. It allows Retail and services, light industrial uses, as well as residential uses. The properties were currently used as commercial businesses with outside storage.

- *Consistency with the Land Development Code*

The proposed amendment is consistent with the Land Development Code. The previous use of these properties includes a canvas company with outside storage of unused materials and inoperable vehicles. The proposed zoning of C-1 allows the commercial uses consistent with surrounding areas.

The amendment is consistent with the locational criteria since the properties are located along an arterial roadway approximately ¼ of a mile from the intersection with Chiefs Way. The properties are also located directly across the street from numerous C-2 zoned properties. Access to properties would be from Navy Boulevard.

- *Compatibility with Surrounding Uses*

The uses permitted in the C-1 zoning category would be compatible with the surrounding uses in the area. The surrounding uses include Hertz Equipment Rental (adjacent), Antiques and More Flea Market, Arco Starting and Charging, Paisano's Restaurant, vacant commercial properties, Plastic Arts Signs, and other commercial properties.

As previously noted, the properties were previously developed as Reddish Canvas & Awning. Uses included the manufacturing and assembly of canvas awnings and metal frames. Historical resources from a Phase I ESA that was conducted in May 2012 indicate the property has been developed with commercial uses since 1949.

- *Changed Conditions*

The proposed rezoning would not have an adverse impact on the surrounding area. The rezoning would allow the properties to be used as intended and enhance the area. Plans for the property include site cleanup and improvements.

- *Effect on Natural Environment*

The proposed amendment would not have an adverse impact on the environment.

- *Development Patterns*

The proposed amendment would result in a logical and orderly development pattern. As mentioned previously, there are C-2 zoned properties located across Navy Boulevard and at the corner of Navy Boulevard and Shadow Lane. The property was previously developed with a commercial uses. Additionally, Hertz Equipment Rental, which is a C-2 use with outside storage, is located adjacent to the subject property.



# Development Services Department

Escambia County, Florida

## PLANNING BOARD REZONING PRE-APPLICATION SUMMARY FORM

~~38-25-30-1000-040-004~~  
~~38-25-30-1000-041-004~~  
~~38-25-30-1000-061-004~~

Property Reference Number  
38-25-30-1000-003-004

Address Navy Blvd

Name Stephanie Lowery

Owner  Agent

Referral Form Included? **Y**  **N**

### MAPS PREPARED

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

### PROPERTY INFORMATION

Current Zoning: C-1 R-2 Size of Property: .44 +/-  
 Future Land Use: MU-U Commissioner District: 2  
 Overlay/AIPD: \_\_\_\_\_ Subdivision: Westerly Heights  
 Redevelopment Area\*: Warrington

\*For more info please contact the CRA at 595-3217 prior to application submittal.

### COMMENTS

Desired Zoning: C-2 C-1

Is Locational Criteria applicable? Yes If so, is a compatibility analysis required? \_\_\_\_\_

4 Parcels are within Warrington Commercial overlay see  
1-02-11 Rezone from R-2/C-1 to C-2NA  
Applicant now rezoning only one parcel + requests C-1  
Zoning (38-25-30-1000-003-004)

[Signature] 7/3/12  
[Signature]

- 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: 3/30/12

Applicant/Agent Name & Signature: [Signature]

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development, development plans, and/or outcome of any process.

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

(Revised 03/29/2011)

stephanie@lowrycompany.co



# Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2012-17

## APPLICATION ATTACHMENTS CHECKLIST

- 1. For BOA, original letter of request, typed or written in blue ink & **must** include the reason for the request and address all criteria for the request as outlined in LDC Article 2.05 (dated, signed & notarized – notarization is only necessary if an agent will be used).
- 2. Application/Owner Certification Form - Notarized Original (page 1) (signatures of ALL legal owners or authorized agent are required)
- 3. Concurrency Determination Acknowledgment form - Original (if applicable) (page 2)
- 4. Affidavit of Owner & Limited Power of Attorney form - Notarized Original (if applicable) (page 3) (signatures of ALL legal owners are required)
- 5. Legal Proof of Ownership (e.g. copy of Tax Notice or Warranty Deed). Include Corporation/LLC documentation or a copy of Contract for Sale if applicable.
- 6. Legal Description of Property Street Address / Property Reference Number *Boundary survey*
- 7. a. Rezoning: Boundary Survey of subject property to include total acreage, all easements, and signed & sealed by a surveyor registered in the state of Florida. *each parcel.*  
 BOA: Site Plan drawn to scale.
- 8. For Rezoning requests: If the subject parcel does not meet the roadway requirements of Locational Criteria (Comprehensive Plan 7.A.4.13 & LDC 7.20.00.), a compatibility analysis to request a waiver or an exemption to the roadway requirements will need to be submitted as part of the application.
- 9. Pre-Application Summary Form, Referral Form, Zoning Verification Request Form and/or copy of citation from Code Enforcement Department if applicable.
- 10. Application fees. (See Instructions page for amounts) Payment cannot be accepted after 3:00pm.

*Please note: Forms with signatures dated more than sixty (60) days prior to application submittal will not be accepted as complete.*

Please make the following three appointments with the Coordinator.

- Appointment for pre-application meeting:
- Appointment to turn in application: 7/3/12 2:00
- Appointment to receive findings-of-fact: \_\_\_\_\_

*1050 plus -  
1750.00 (2)  
70.00 third  
(2) 1050.00 truck*

Area behind former Reddish Canvas Building









Surrounding Commercial Uses



Hertz Equipment Rental





**Arco - Marine electric motor repair**



**Commercial business located across Navy Blvd**



**Commercial properties located along Navy Blvd extending to intersection with Chiefs Way**



# BOUNDARY & IMPROVEMENTS SURVEY

A PORTION OF SECTIONS 37, 38 & 52, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY

GARY LOWRY

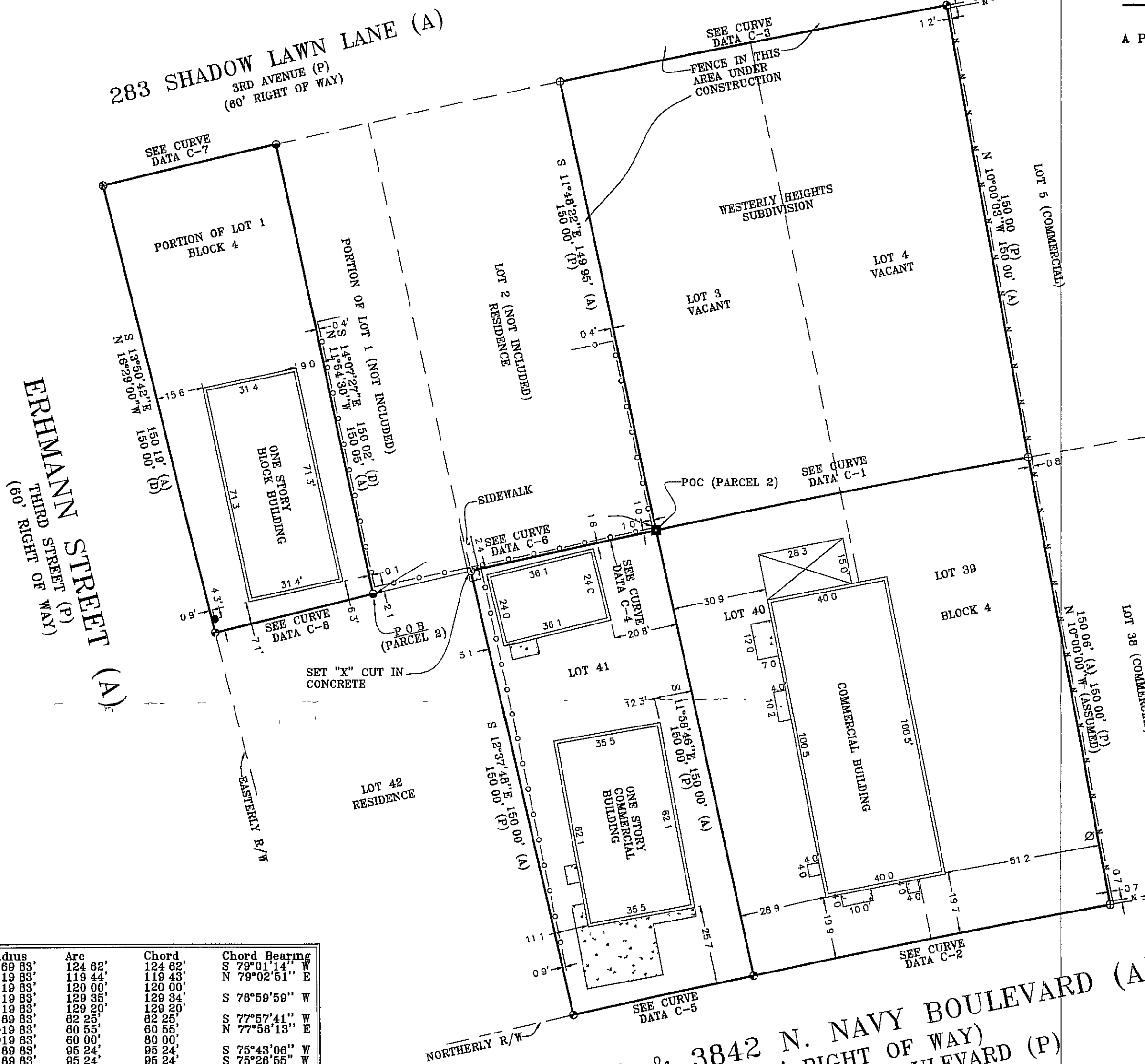
THE PURPOSE OF THIS SURVEY IS FOR A TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE THIS MAP IS CERTIFIED AS MEETING THE FLORIDA MINIMUM TECHNICAL STANDARDS TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S), AND COMPANIES

GARY LOWRY  
TEAM PLAYERS PROPERTIES, LLC  
FIRST AMERICAN TITLE INSURANCE COMPANY  
AFFILIATED TITLE OF MARION COUNTY, LTD

### Description (Per information found in O.R. Book 6752, page 736)

**(Parcel One)**  
Lots 3, 4, 39, 40, and 41, Block 4, Westerly Heights, a subdivision of a portion of Section 38, Township 2 South, Range 30 West, according to the map or plat thereof as recorded in Plat Book 2, Page 14, of the Public Records of Escambia County Florida Together with the following described parcel

**(Parcel Two)**  
THAT PORTION OF LOT 1, BLOCK 4, WESTERLY HEIGHTS, AS RECORDED IN PLAT BOOK 2, AT PAGE 14, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS COMMENCE AT A 4" X 4" CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF LOT 2, BLOCK 4, OF SAID WESTERLY HEIGHTS, THENCE GO SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT 2 AND LOT 1, BLOCK 4, AND ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 4069.83 FEET (DELTA ANGLE = 01 DEGREES 20' 27", CHORD DISTANCE = 95.24 FEET, CHORD BEARING = S 75 DEGREES 28' 55" W) FOR AN ARC DISTANCE OF 95.24 FEET TO A CAPPED IRON ROD STAMPED "TRS" 5939, AND THE POINT OF BEGINNING, THENCE CONTINUE ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 4, AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4069.83 FEET (DELTA ANGLE = 00 DEGREES 44' 08", CHORD DISTANCE = 52.25 FEET, CHORD BEARING = S 74 DEGREES 27' 01" W) FOR AN ARC DISTANCE OF 52.25 FEET TO A CAPPED IRON ROD STAMPED "TRS 5939" ON THE EASTERLY RIGHT OF WAY LINE OF ERHMANN STREET (60' R/W), SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 4, THENCE GO N 16 DEGREES 29' 00" W ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 150.00 FEET TO A CAPPED IRON ROD STAMPED "TRS 5939", TO THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SHADOW LAWN LANE (60' R/W), SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 4, THENCE GO NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 4219.83 FEET (DELTA ANGLE = 00 DEGREES 47' 36", CHORD DISTANCE = 58.43 FEET, CHORD BEARING = N 74 DEGREES 27' 01" E) FOR AN ARC DISTANCE OF 58.43 FEET TO A CAPPED IRON ROD STAMPED "TRS 5939", THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE GO S 14 DEGREES 07' 27" E, A DISTANCE OF 150.02 FEET TO THE POINT OF BEGINNING



Curve	Delta Angle	Radius	Arc	Chord	Chord Bearing
1 (A)	2°00'00"	3569.83'	124.82'	124.82'	S 79°01'14" W
2 (A)	1°50'23"	3719.83'	118.44'	118.44'	N 79°02'51" E
3 (P)	1°45'23"	3719.83'	120.00'	120.00'	S 76°58'59" W
3 (P)	1°45'15"	4219.83'	129.34'	129.34'	S 76°58'59" W
4 (A)	0°52'35"	4089.83'	62.25'	60.55'	S 77°57'41" W
5 (A)	0°53'08"	3919.83'	60.55'	60.55'	N 77°56'13" E
5 (P)	0°52'37"	3919.83'	60.00'	60.00'	S 77°57'41" W
6 (A)	1°20'27"	4089.83'	95.24'	95.24'	75°43'06" W
6 (D)	0°36'21"	4089.83'	95.24'	95.24'	75°28'55" W
7 (A)	0°47'36"	4219.83'	58.43'	58.43'	78°39'16" W
7 (D)	0°47'36"	4219.83'	58.43'	58.43'	74°27'01" E
8 (A)	0°45'03"	4069.83'	53.34'	53.34'	N 76°27'26" E
8 (D)	0°44'08"	4089.83'	52.25'	52.25'	N 74°27'01" W

3840 & 3842 N. NAVY BOULEVARD (A)  
(200' RIGHT OF WAY)  
ADMIRAL MURRAY BOULEVARD (P)

DRAWN BY CHIP EVANS

SOURCE OF INFORMATION Field Evidence, Recorded Plat

TYPE SURVEY Boundary & Improvements BASIS OF BEARING HELD THE EAST LINE OF LOTS 4 & 39 AS N 10°00'00"W

**Surveyors Notes**  
1 No Title Search of the Public Records has been performed by this firm and lands shown hereon were not abstracted by this firm for ownership, easements, or right-of-ways The parcel shown hereon may be subject to setbacks, easements, zoning, and restrictions that may be found in the Public Records of said County  
2 Measurements shown were made to United States standards The accuracy of measurements shown meet the standards required in the appropriate land area  
3 All bearings and/or angles and distances are Deed and Actual unless otherwise noted Deed = (D), Actual Field Measurement = (A), Plat = (P)  
4 Underground portions of foundations, footings, or other underground structures were not located unless otherwise noted  
5 Fence locations as shown are exaggerated and are not to scale for clarity purposes

**LEGEND**

° Degree	R/W Right of Way	⊙ LAMP POST
' Feet or Minutes	PRM Permanent reference monument	⊕ Iron Pipe Found
" Inches or Seconds	R Radius	⊖ Capped Iron rod-set #8832
N North	RP Radius Point	⊕ Nail & disk found
S South	LA Length of Arc	⊖ Nail & disk set # 8832
E East	CB Chord and Chord Bearing	⊕ Concrete Monument found
W West	CH Existing Spot Elevation	⊖ Utility Pole ⊕ Meter
PCP Permanent Control Point	BSL Building Setback Line	—E—E—E Utility wires overhead
PRC Point of Reverse curve	(D) Deed	— Concrete or Pavement
PC Point of Curvature	(A) Actual field measurement	N—N—N Chain link fence
PT Point of Tangency	(P) Plat	— Wooden fence
POC Point of Commencement	1/2" Iron rod-Found	G—G—G Buried Gas Line
POB Point of Beginning	⊕ Capped Iron rod-Found #6783	⊖ BC—BC—BC Buried Cable
	⊕ Capped Iron rod-Found ILLLEGIBLE	⊖ Covered area
	⊕ Capped Iron rod-Found TRS	⊖ (porch, airport, etc)
		< > Denotes Spot Elevations

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THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR PART, OR TO BE USED FOR ANY OTHER PURPOSE THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY, OR FIRM NOT LISTED ON THIS DRAWING WITHOUT THE PRIOR WRITTEN CONSENT OF COPYRIGHT OWNER



**Lands End Surveying, Inc.**  
8192 SIX PENCE DRIVE, PENSACOLA, FLORIDA 32514  
Telephone 850-433-8545 FAX 850-433-8282  
Florida Licensed Business #6832  
LANDSENDSURVEYING.COM

REVISIONS	FIELD BOOK	DATE
RESURVEY	254/48-50	4-3-2012

SCALE 1" = 30'  
FIELD DATE 4-3-2012  
ORDER NO 148-2005  
FIELD BOOK 175/49,187/36-38

**SURVEYORS CERTIFICATE**  
I HEREBY STATE THAT I HAVE RECENTLY SURVEYED OR THAT A SURVEY OF THE ABOVE PROPERTY WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE ABOVE-GROUND SURVEY AND SUBSEQUENT MAP AS SHOWN ARE TO BE TRUE, ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND MAP MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO RULE 17 050 THRU 17 052 AND ALSO STATUTE 472 027 OF THE FLORIDA STATUTES

*Larry E Stegall* APRIL 3, 2012 LARRY E STEGALL, P L S  
PROFESSIONAL LAND SURVEYOR NO 447 STATE OF FLORIDA DATE LARRY@LANDSENDSURVEYING.COM

**NOT VALID**  
WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



**Development Services Department**

**Building Inspections Division**

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

**RECEIPT**

Receipt No. : **558728**

Date Issued. : 07/09/2012

Cashier ID : KLHARPER

Application No. : PRZ120700017

Project Name : Z-2012-17

**PAYMENT INFO**

Method of Payment	Reference Document	Amount Paid	Comment
<b>Check</b>	1048	\$1,050.00	App ID : PRZ120700017
		<b>\$1,050.00</b>	<b>Total Check</b>

Received From : TEAM PLAYERS PROPERTIES

Total Receipt Amount : **\$1,050.00**

Change Due : \$0.00

**APPLICATION INFO**

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ120700017	651375	1,050.00	\$0.00	3840 NAVY BLVD, PENSACOLA, FL, 32507

<b>Total Amount :</b>	<b>1,050.00</b>	<b>\$0.00</b>	Balance Due on this/these Application(s) as of 7/11/2012
-----------------------	-----------------	---------------	--

STAFFORD JESSE J & EVA MAE  
212 SHADOW LAWN LN  
PENSACOLA FL 32507

BIBB OSCAR L  
281 SHADOWLAWN AVE  
PENSACOLA FL 32507

LANDERS JAMES J TRUST  
1505 W GARDEN ST  
PENSACOLA FL 32501

NAVARRO PEDRO  
3931 W NAVY BLVD  
PENSACOLA FL 325071256

SCHIRTZINGER PAUL M & MARGARET  
215 ALTON RD  
PENSACOLA FL 325071201

MARTIN BRANDI DANN  
219 ALTON RD  
PENSACOLA FL 32507

COLLIER LISA A  
220 ALTON RD  
PENSACOLA FL 32507

HOY ELLA M  
227 ALTON RD  
PENSACOLA FL 32507

MARKS BONNIE MARIE  
229 ALTON RD  
PENSACOLA FL 32507

BYRNE NIKKI D  
230 ALTON RD  
PENSACOLA FL 32507

UPS CAPITAL BUSINESS CREDIT  
425 DAY HILL RD PO BOX 400  
WINDSOR CT 06095

MILLER RONALD L TRUSTEE  
3921 NAVY BLVD  
PENSACOLA FL 32507

SUNSHINE & GULF INVESTMENT CO  
2109 AUGUSTA AVE  
PENSACOLA FL 32507

STRICKLAND R C  
124 MASSACHUSETTS AVE  
PENSACOLA FL 325054328

GINN SHARON LEE  
1025 BREMAN AVE  
PENSACOLA FL 32507

JACKSON YAMANDA  
222 ALTON RD #A  
PENSACOLA FL 32506

HUDSON DAVID L & DELOIS  
223 ALTON RD  
PENSACOLA FL 32507

BLOUNT TAMARA K  
224 ALTON RD  
PENSACOLA FL 32507

EZ DOES IT LLC  
514 N BAYLEN ST  
PENSACOLA FL 325013904

WILLOUGHBY ROGER L & JULIETA G  
226 SHADOW LAWN LN  
PENSACOLA FL 32507

FREEMAN JERRY D  
8294 HWY 209  
HOT SPRINGS NC 28743

HERTZ EQUIPMENT RENTAL CORP  
225 BRAE BLVD PARK  
RIDGE NJ 07656

FOSTER BILLY D & PAULINE W  
7896 BAY MEADOWS DR  
PENSACOLA FL 32507

T & A INVESTMENT PROPERTIES LLC  
3920 W NAVY BLVD  
PENSACOLA FL 32507

GILLIS CHARLES D & LOIS E  
212 ALTON RD  
PENSACOLA FL 32507

HUYNH BAU  
221 ALTON RD  
PENSACOLA FL 32507

OLDS GLORIA DENISE  
222 ALTON RD # B  
PENSACOLA FL 32507

PERFETTI JOSEPH  
68 N DONELSON ST  
PENSACOLA FL 32502

BROWNLEE SHIRLEY JEAN  
4680 SETTLES RD  
MOLINO FL 32577

ADKINSON RONALD S  
232 ALTON RD  
PENSACOLA FL 32507



WEYBURN CHESTER W & CATHERINE M  
224 SHADOWLAWN LN  
PENSACOLA FL 32507

WALLACE NATHAN J  
5209 CARTIER RD  
PENSACOLA FL 32507

HAAG WILLIAM R & PATRICIA  
6024 KINGSWOOD DR  
MILTON FL 32570

PORTUGAL ROGELIO  
6419 BELLVIEW PINES PL  
PENSACOLA FL 32526

BLANTON SANDY  
4400 BAYOU BLVD STE 49B  
PENSACOLA FL 32503

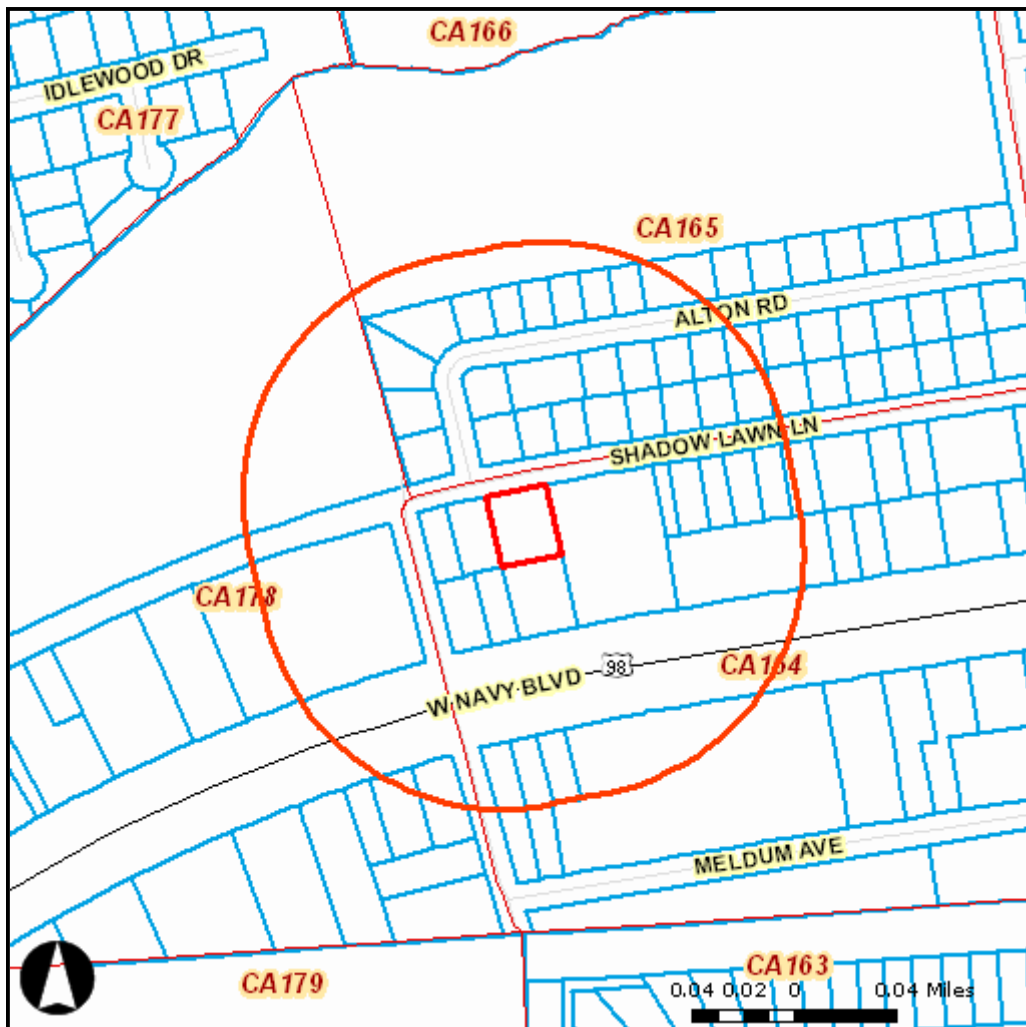
WALKER CEOLA  
218 SHADOW LAWN  
PENSACOLA FL 32507

BELMORE LAWRENCE E & LAVERA  
2940 BRECKENRIDGE RD  
PENSACOLA FL 32526

VICE CHRISTINA MARIA  
214 SHADOWLAWN LN  
PENSACOLA FL 32507

STAFFORD JESSE J & EVA MAE  
212 SHADOW LAWN LN  
PENSACOLA FL 32507

# ECPA Map



Map Grid



Major Roads

- City Road
- 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-2012-17

OR

Agenda Item Number/Description:

[X] In Favor [ ] Against

\*Name: Stephanie Lowry

\*Address: 2525 Pleasant Valley Dr City, State, Zip: Cantonment, FL 32533

Email Address: stephanie@lowrycompany.co Phone: 477-6804

Please indicate if you:

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

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

All items with an asterisk \* are required.

Chamber Rules

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



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

**AI-3142**

**Growth Management Report 9. 2.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 09/06/2012

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

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

**Organization:** Development Services

---

**RECOMMENDATION:**

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on August 13, 2012 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

**BACKGROUND:**

Rezoning case Z-2012-17 was heard by the Planning Board on August 13, 2012. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases. The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

**BUDGETARY IMPACT:**

No budgetary impacts are expected as a result of the recommended Board action.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

**PERSONNEL:**

No additional personnel are anticipated for the implementation of this recommended Board action.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

**IMPLEMENTATION/COORDINATION:**

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This Ordinance is coordinated with the County Attorney's Office, the Development Services Department and interested citizens. The Development Services Department will ensure proper advertisement.

---

**Attachments**

Draft Ordinance

**ORDINANCE NUMBER 2012-\_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

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

**Section 1. Purpose and Intent.**

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended as follows.

<b>Case No.:</b>	<b>Z-2012-17</b>
Address:	3840 Navy Blvd
Property Reference No.:	38-2S-30-1000-003-004
Property Size:	.44 (+/-) acres
From:	R-2, Single-Family District (Cumulative), Low-Medium Density
To:	C-1, Retail Commercial District (cumulative)
FLU Category:	MU-U, Mixed Urban

**Section 2. Severability.**

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

**Section 3. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2010); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 4. Effective Date.**

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

**DONE AND ENACTED** by the Board of County Commissioners of

Escambia County Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Wilson B. Robertson, 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-2838**

**Growth Management Report 9. 3.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 09/06/2012

**Issue:** 5:46 p.m. - A Public Hearing - Comprehensive Plan Text Amendment - House Bill 503

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

**Organization:** Development Services

---

**RECOMMENDATION:**

5:46 p.m. Recommendation Concerning the Review of an Ordinance amending the Comprehensive Plan 2030

That the Board of County Commissioners (BCC) review and approve for transmittal an Ordinance amending the Comprehensive Plan 2030 consistent with Chapter 2012-205, Laws Of Florida; removing references from the Comprehensive Plan 2030 requiring an applicant to obtain a permit or approval from any State or Federal agency as a condition of processing a development permit under certain conditions. At the August 13, 2012 Planning Board meeting, the Board recommended approval to the BCC.

**BACKGROUND:**

Chapter 2012-205, Laws of Florida, became effective 1 July 2012, it requires amendments to the Comprehensive Plan 2030, mandating that the local governments do not require any permits from state or federal agencies prior to issuing a permit or a development order.

**BUDGETARY IMPACT:**

No budgetary impact is anticipated by the adoption of this Ordinance.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Ordinance was review and approved by Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

**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 Comprehensive Plan 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 Review

Draft Ordinance

Relevant Portions of Comp Plan

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: COMPLAN (HB503)

Date: 7/2/2012

Date requested back by: 7/5/2012

Requested by: JC Lemos

Phone Number: 595-3467



(LEGAL USE ONLY)

Legal Review by 

Date Received: 7/2/12

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

*Include minor revisions.*

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ORDINANCE NO. 2012-\_\_\_\_\_

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), AMENDING THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030 CONSISTENT WITH CHAPTER 2012-205, LAWS OF FLORIDA; REMOVING REFERENCES FROM THE COMPREHENSIVE PLAN REQUIRING AN APPLICANT TO OBTAIN A PERMIT OR APPROVAL FROM ANY STATE OR FEDERAL AGENCY AS A CONDITION OF PROCESSING A DEVELOPMENT PERMIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Escambia County Board of County Commissioners adopted the Escambia County Comprehensive Plan: 2030 (Comprehensive Plan) on January 20, 2011; and

**WHEREAS**, Chapter 2012-205, Laws of Florida, which took effect on July 1, 2012, significantly revised the laws governing issuance of development permits; and

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida, finds that it is appropriate to amend its Comprehensive Plan consistent with Chapter 2012-205, Laws of Florida;

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

**Section 1. Purpose.**

The purpose of this ordinance is to amend the Escambia County Comprehensive Plan: 2030 consistent with Chapter 2012-205, Laws of Florida, removing references from the Comprehensive Plan requiring an applicant to obtain a permit or approval from any state or federal agency as a condition of processing a development permit.

**Section 2. Comprehensive Plan Amendment.**

The Escambia County Comprehensive Plan: 2030 is amended as shown in the attached Exhibit A (additions are underlined and deletions are ~~struck through~~).

**Section 3. Severability.**

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

1  
2 **Section 4. Inclusion in the code.**  
3

4 The Board of County Commissioners intends that the provisions of this ordinance  
5 will be codified as required by Section 125.68, Florida Statutes, and that the sections of  
6 this ordinance may be renumbered or relettered and the word "ordinance" may be  
7 changed to "section," "article," or such other appropriate word of phrase in order to  
8 accomplish its intentions.  
9

10 **Section 5. Effective date.**  
11

12 Pursuant to Section 163.3184(3)(c)4, Florida Statutes, this ordinance shall not  
13 become effective until 31 days after the Department of Economic Opportunity notifies  
14 Escambia County that the plan amendment package is complete. If timely challenged,  
15 this ordinance shall not become effective until the Department of Economic Opportunity  
16 or the Administration Commission enters a final order determining the ordinance to be in  
17 compliance.  
18

19 DONE AND ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.  
20

21 BOARD OF COUNTY COMMISSIONERS  
22 ESCAMBIA COUNTY, FLORIDA  
23

24  
25 By: \_\_\_\_\_  
26 Wilson B. Robertson, Chairman

26 ATTEST: Ernie Lee Magaha  
27 Clerk of the Circuit Court  
28

29 By: \_\_\_\_\_ Date Executed: \_\_\_\_\_  
30 Deputy Clerk  
31

32 (SEAL)  
33

34 ENACTED:  
35

36 FILED WITH THE DEPARTMENT OF STATE:  
37

38 EFFECTIVE DATE:  
39

40  
41 ATTACHMENTS: Relevant Portions of the Escambia County Comprehensive Plan: 2030

1 | ~~CON 1.1.9 **Endangered Species.** Escambia County shall not approve a development~~  
2 | ~~permit if construction pursuant to the permit would threaten the life or habitat of any~~  
3 | ~~state of federal listed species unless an Incidental Take permit or other approval has~~  
4 | ~~been granted from those state and/or federal agencies having jurisdiction over the~~  
5 | ~~resource.~~

6 |  
7 | ~~CON 1.1.109 **Public Land Acquisition.** Escambia County shall develop and maintain a~~  
8 | ~~list of recommended areas for public acquisition. Such areas will include, but not be~~  
9 | ~~limited to, habitat for protected species and parcels that would further the establishment~~  
10 | ~~of connected greenways.~~

11 |  
12 | ~~CON 1.1.140 **Public Land Restoration and Enhancement.** Escambia County shall~~  
13 | ~~continually work to restore and/or enhance degraded natural areas within publicly~~  
14 | ~~owned lands. Restoration or enhancement may include such activities as removal of~~  
15 | ~~nonnative vegetation, reforestation, shoreline or dune restoration, or restoration of~~  
16 | ~~natural hydrology.~~

17 |  
18 |  
19 | ~~CON 1.2.1 **State and Federal Regulation.** Escambia County shall, through LDC~~  
20 | ~~provisions, require any development with emissions that may degrade air quality to~~  
21 | ~~comply with all applicable federal and state regulations regarding emission control. ~~New~~~~  
22 | ~~development with the potential to emit air pollutants will be required to obtain the~~  
23 | ~~necessary permits from FDEP and/or the U.S. Environmental Protection Agency (EPA)~~  
24 | ~~prior to emission of any regulated quantities of pollutants.~~

25 |  
26 |  
27 | ~~CON 1.3.7 **Wetland Development Provisions.** Development in wetlands shall not be~~  
28 | ~~allowed unless sufficient uplands do not exist to avoid a taking. In this case,~~  
29 | ~~development in wetlands shall be restricted to allow residential density use at a~~  
30 | ~~maximum of one unit per five acres or to the density established by the future land use~~  
31 | ~~map containing the parcel, whichever is more restrictive, or one unit per lot of record if~~  
32 | ~~less than five acres in size. (For this policy, lots of record do not include contiguous~~  
33 | ~~multiple lots under single ownership.)~~

34 |  
35 | ~~a. Prior to construction in wetlands, all necessary permits must have been~~  
36 | ~~issued by the FDEP, and/or NFWFMD, as required by the agency or~~  
37 | ~~agencies having jurisdiction, and delivered to the County.~~

38 |  
39 | ~~b<sub>a</sub>. With the exception of water-dependent uses, commercial and~~  
40 | ~~industrial land uses will not be located in wetlands that have a high degree~~  
41 | ~~of hydrological or biological significance, including the following types of~~  
42 | ~~wetlands:~~

- 43 |  
44 |           1. Wetlands that are contiguous to Class II or Outstanding Florida  
45 |           Waters;  
46 |           2. Wetlands located in the FEMA Special Flood Hazard Areas;

1 3. Wetlands that have a high degree of biodiversity (three or more  
2 focal species) or habitat value based on maps prepared by the  
3 Florida Fish and Wildlife Conservation Commission or Florida  
4 Natural Areas Inventory (see attached maps adopted as part of the  
5 comprehensive plan), unless a site survey demonstrates that there  
6 are no listed plant or animal species on the site. The Escambia  
7 County Biodiversity Hot Spots Map and the Escambia County  
8 Critical Habitat Map are attached to this Ordinance as Exhibits O  
9 and P, respectively.

10  
11  
12 | ~~COA 2.3.3 **State and Federal Permits.** No new construction seaward of the CCCL will  
13 be allowed until the applicant for such construction has obtained all necessary permits  
14 and approvals from state or federal regulatory agencies.~~

15  
16 | **COA 2.3.43 Beach and Shoreline Regulations.** Escambia County shall protect beach  
17 and shoreline systems. These regulating provisions shall be reviewed annually for the  
18 Comprehensive Plan Implementation Annual Report and updated as necessary to  
19 address concerns and issues including, but not limited to, the following:

- 20  
21 a. "White Sand" regulations;  
22 b. Shoreline protection zone;  
23 c. CCCL-related regulations;  
24 d. Dune replenishment, enhancement and re-vegetation programs; and  
25 e. Wetland and environmentally sensitive area regulations.

26  
27 | **COA 2.3.54 Beach Nourishment Assistance.** Escambia County shall continue its  
28 practice of cooperating with, and encouraging, the U.S. Army Corps of Engineers  
29 (ACOE) and the Florida Department of Environmental Protection (FDEP) to nourish  
30 public beaches using white sand made available by maintenance dredging of Pensacola  
31 Pass, the bays, bayous and/or sound, or other water bodies within or near Escambia  
32 County.

33  
34 | **COA 2.3.65 Beach Hardening Restrictions.** No hardening (seawalls, break waters,  
35 revetments, etc.) of gulf beaches shall be allowed unless such hardening has been  
36 determined to have an overriding public purpose. Such determination, by necessity, will  
37 be made cooperatively between all regulatory agencies having authority over the gulf  
38 beaches.

39  
40 | **COA 2.3.76 State and Federal Funds.** Through the LMS, Escambia County shall jointly  
41 seek state or federal funding, for the development and establishment of a "Dune  
42 Restoration and Protection Program" that will be applicable to all County-owned  
43 shoreline areas.

44  
45 | **COA 2.3.87 Conservation and Recreation Future Land Use.** Escambia County shall  
46 implement provisions applicable to the designated Recreation (REC) and Conservation

1 (CON) future land use areas on Santa Rosa Island and Perdido Key that provide for  
2 public use and recreation while maintaining the important natural features, functions,  
3 and habitats of the areas. The provisions shall minimize the impacts of development on  
4 sensitive natural systems and will include:

- 5
- 6 a. Prevention of motor vehicle traffic on beaches and dune areas,  
7 excluding publicly authorized vehicles;
- 8 b. Prevention of destruction of native vegetation from beach pedestrian  
9 traffic by providing boardwalks and dune walkover structures;
- 10 c. Improvement of parking at high-use beach sites;
- 11 d. Placement of secure bicycle racks at beach sites to encourage bicycle  
12 transportation;
- 13 e. The preparation and implementation of techniques needed to protect  
14 established or identified nesting bird colonies, including restrictions on  
15 public access to such nesting areas; and
- 16 f. Limitations on public access or the provision of alternate routes in  
17 environmentally sensitive beach dune areas (i.e., dunes undergoing  
18 restabilization).
- 19



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

**AI-2839**

**Growth Management Report 9. 4.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 09/06/2012

**Issue:** 5:47 p.m. - A Public Hearing - Land Development Code Amendment - House Bill 503

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

**Organization:** Development Services

---

**RECOMMENDATION:**

5:47 p.m. Recommendation Concerning an Ordinance amending the Escambia County Land Development Code

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Escambia County Land Development Code (LDC), Consistent With Chapter 2012-205, Laws Of Florida; Amending Articles, 2, 4, 7, And 12 of the Land Development Code; Removing references from the LDC requiring an applicant to obtain a permit or approval from any State or Federal Agency as a condition of processing a development permit. At the August 13, 2012 Planning Board meeting, the Board reviewed and recommended approval to the BCC.

**BACKGROUND:**

Chapter 2012-205, Laws of Florida, became effective 1 July 2012, it requires amendments to the Comprehensive Plan 2030, mandating that the local governments do not require any permits from state or federal agencies prior to issuing a permit or a development order.

**BUDGETARY IMPACT:**

No budgetary impact is anticipated by the adoption of this Ordinance.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The attached Ordinance has been reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

**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.

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### **Attachments**

Signed Legal Review

Draft Ordinance

Ordinance clean copy

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: LDC (HB503)

Date: 7/2/2012

Date requested back by: 7/5/2012

Requested by: JC Lemos

Phone Number: 595-3467



(LEGAL USE ONLY)

Legal Review by *[Signature]*

Date Received: 7/2/12

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

*I made minor revisions. J*

ORDINANCE NO. 2012-\_\_\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), AMENDING THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY FLORIDA CONSISTENT WITH CHAPTER 2012-205, LAWS OF FLORIDA; AMENDING ARTICLES, 2, 4, 7, and 12 OF THE LAND DEVELOPMENT CODE (LDC); REMOVING REFERENCES FROM THE LDC REQUIRING AN APPLICANT TO OBTAIN A PERMIT OR APPROVAL FROM ANY STATE OR FEDERAL AGENCY AS A CONDITION OF PROCESSING A DEVELOPMENT PERMIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Escambia County Board of County Commissioners adopted the Escambia County Land Development Code (LDC) on February 23, 1996; and

**WHEREAS**, Chapter 2012-205, Laws of Florida, which took effect on July 1, 2012, significantly revised the laws governing issuance of development permits; and

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida, finds that it is appropriate to amend its Land Development Code consistent with Chapter 2012-205, Laws of Florida;

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

**Section 1. Purpose.**

The purpose of this ordinance is to amend the Escambia County Land Development Code consistent with Chapter 2012-205, Laws of Florida, removing references from the LDC requiring an applicant to obtain a permit or approval from any state or federal agency as a condition of processing a development permit.

**Section 2. Land Development Code Amendment.**

The Escambia County Land Development Code is amended as shown in the attached Exhibit A (additions are underlined and deletions are ~~struck through~~).

**Section 3. Severability.**

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

1  
2 **Section 4. Inclusion in the code.**  
3

4 The Board of County Commissioners intends that the provisions of this ordinance  
5 will be codified as required by F.S. § 125.68 (2011); and that the sections of this  
6 ordinance may be renumbered or re-lettered and the word "ordinance" may be changed  
7 to "section," "article," or such other appropriate word of phrase in order to accomplish its  
8 intentions.  
9

10 **Section 5. Effective date.**  
11

12 This Ordinance shall become effective upon filing with the Department of State.  
13

14  
15 DONE AND ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2012.  
16

17 BOARD OF COUNTY COMMISSIONERS  
18 ESCAMBIA COUNTY, FLORIDA  
19

20  
21 By: \_\_\_\_\_

22 ATTEST: Ernie Lee Magaha  
23 Clerk of the Circuit Court  
24

Wilson B. Robertson, Chairman

25 By: \_\_\_\_\_ Date Executed: \_\_\_\_\_  
26 Deputy Clerk

27  
28 (SEAL)  
29

30 ENACTED:

31  
32 FILED WITH THE DEPARTMENT OF STATE:  
33

34 EFFECTIVE DATE:  
35

36  
37 ATTACHMENTS: Articles 2, 4, 7 and 12, Escambia County Land Development Code

1 2.02.02. *Issuance of permits.* The county administrator, or his designee, is hereby authorized to issue  
2 permits for development when such development conforms to the requirements of this Code. However,  
3 anytime this Code or other duly adopted regulations require approvals by local boards, agencies, or  
4 organizations prior to county approval, including but not limited to the Santa Rosa Island Authority, the  
5 LPA, the BOA or the BCC, such approvals shall be evidenced to the county in advance of the issuance of  
6 the requested permit. This section shall not be interpreted as prohibiting conditional approvals of  
7 preliminary subdivision plats, site plans, master plans or other similar plans or proposals requiring state  
8 or federal permits. ~~However, no development activity may commence in areas regulated by state and~~  
9 ~~federal agencies unless all required state and federal permits have been obtained and copies provided~~  
10 ~~to the county administrator or his/her designee. At the applicant's risk, when permits are acquired by~~  
11 ~~default, they are considered to be obtained. However, nothing in this section shall relieve the developer~~  
12 ~~of the obligation to present the county with a copy of the final state and federal permits when they are~~  
13 ~~eventually received or required.~~ However, for any development permit application filed with the  
14 county, the county may not require as a condition of processing or issuing a development permit that an  
15 applicant obtain a permit or approval from any state or federal agency unless the agency has issued a  
16 final agency action that denies the federal or state permit before the county action on the local  
17 development permit. Issuance of a development permit by the county does not in any way create any  
18 rights in the part of the applicant to obtain a permit from a state or federal agency and does not create  
19 any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite  
20 approvals or fulfill the obligations imposed by the state or federal agency or undertakes actions that  
21 result in a violation of state or federal law.

22 2.13.02. *Development plan review.* For all development plans requiring review and approval through  
23 the development review committee as prescribed in article 4, the procedures and requirements of this  
24 subsection shall be followed. The level of final approving authority and extent of required public notice  
25 may vary among development plan types according to plan complexity, impact upon adjoining property  
26 or public systems, or other factors affecting sufficiency of review or public participation. Where the  
27 procedures of this subsection may differ with provisions of article 4, these procedures shall govern.

28 A. *Application.* All requests for review and approval of development plans through the DRC  
29 shall be submitted in application, together with the prescribed application forms, documents,  
30 and fees, to the planning and zoning department (the department) according to its established  
31 submittal checklists, procedures, and schedules. If the department determines through an initial  
32 completeness review that the application submittal does not contain the prescribed items, or  
33 review fees are not paid, the application shall not be accepted. Accepted submittals shall be  
34 distributed to reviewing departments for subsequent staff evaluation, and the department shall  
35 establish an application submittal deadline as the basis for timely completion of such  
36 evaluation.

37 1. *Plan requirements.* Clarity of presentation and documentation of compliance with  
38 the requirements of the Code and Comprehensive Plan shall be the principal  
39 requirement of development plans.

40 a. *Content and format.* A development plan shall accurately and legibly  
41 provide the information required by the provisions of the Code as applicable to  
42 the plan type, and according to the formats established by the reviewing  
43 departments for such plans.

44 b. *Certification.* All required engineering designs shall be prepared by a  
45 professional engineer licensed in the State of Florida pursuant to F.S. chs. 471  
46 and 472, as amended. Additionally, such designs shall require an appropriate  
47 seal and signature on the subject plans.

48 2. *Application forms and authorizations.* Development plan review application  
49 submittals shall utilize the forms prescribed by the department and include proof of  
50 current site ownership. A developer other than the current owner shall provide proof of  
51 owner authorization through an executed sales agreement or similar documentation.  
52 Additionally, if a person other than the developer executes the plan review application,  
53 a written power of attorney or agent's affidavit authorizing that person to sign the  
54 application shall be attached. Copies of plan application forms and application submittal  
55 checklists shall be available directly from the department or via the Internet through  
56 links at the Escambia County home page.

57 3. *Application fees.* Fees in amounts specified by the board of county commissioners  
58 shall be required for development plan review and shall be provided by the applicant at  
59 the time of application submittal. A schedule of such fees shall be maintained in the  
60 department.

61 4. *Effective period of application.* A development plan application shall be valid for a  
62 period of one year from the initial date of submittal to the county. An application shall  
63 automatically expire and become null and void if, within the effective period, the  
64 applicant has not submitted to the department a final plan resolving any remaining  
65 review issues, or a written request for a final determination on the application.  
66 However, upon written request and documentation by an applicant that resolution of  
67 identified review issues is continuing in good faith, the department may, in writing,  
68 grant one 6-month extension to an application's effective period. These provisions shall  
69 apply to all pending applications, regardless of the date of submittal.

70 5. *Reapplication.* If the final determination of a development plan application  
71 submittal is denial, or the application has expired, and if the applicant chooses to  
72 proceed with development review, a new application shall be submitted for review and  
73 approval subject to the Code and Comprehensive Plan provisions, fees, and schedules in  
74 effect at the time of the new application.

75 B. *Public notification.* Specific public notification requirements may vary by development plan  
76 type as prescribed in article 4, but meetings of the DRC shall be noticed in advance through legal  
77 advertisements published in a local newspaper of general circulation. Meeting agendas shall be

78 available from the department and through the Internet on the Escambia County home page at  
79 least two days prior to the meetings. Development plans requiring a subsequent review and  
80 final determination by the planning board and/or the BCC shall provide public notification  
81 consistent with the established procedures for such review.

82 C. *Plan review criteria.* The principle issues considered during development plan review and  
83 approval are outlined herein. However, applicability varies among plan types, and to avoid  
84 potential plan resubmittal and additional review fees, applicants shall refer to the specific  
85 requirements and standards within the Code and Comprehensive Plan and substantially resolve  
86 issues identified therein before plan application is made. If uncertainty exists, the applicant shall  
87 seek clarification from appropriate county staff through individual contact or a scheduled  
88 preapplication conference with technical plan reviewers. In applying the provisions of the Code,  
89 said provisions shall be considered minimum provisions.

90 1. *Location and land use.* The provisions of the established zoning districts, future land  
91 use categories, and special overlays or zones shall collectively be the principal guide in  
92 determining the conformance of a proposed use within a specific site. These provisions  
93 include, but are not limited to, intent and purpose of a district, category, overlay and/or  
94 zone; residential density and/or intensity of nonresidential development; permitted,  
95 prohibited, and conditional uses; and minimum lot area and/or width, minimum yards,  
96 maximum impervious cover, and other site and building requirements. Primary  
97 references include articles 6, 7, 11, 12, and 13 of the Code and chapter 7 of the  
98 Comprehensive Plan.

99 2. *Concurrency and provision of adequate public services.* Stormwater drainage,  
100 sanitary sewer, potable water, mass transit, solid waste, recreation and open space, and  
101 traffic have established level of service (LOS) standards that shall be maintained  
102 concurrently with a development's impacts on those systems, facilities, and services. In  
103 addition to improvements necessary to maintain LOS standards, fire protection and  
104 other infrastructure needs shall be addressed. Primary references include articles 5 and  
105 7 of the Code.

106 3. *Streets, access, internal circulation, and parking.* Streets, driveways, and areas for  
107 the internal circulation and parking of vehicles shall be located, designed, and controlled  
108 so as to provide for safe and convenient access from adjoining streets and  
109 accommodation of on site needs. Among factors to be considered are the character and  
110 location of existing and proposed streets, driveways, and drive aisles; the number, size,  
111 arrangement, and accessibility of parking stalls, loading areas, and pedestrian accesses;  
112 and the means of access to buildings for fire-fighting apparatus and other emergency  
113 vehicles. Primary references include articles 4 and 7 of the Code.

114 4. *Stormwater management.* On-site facilities shall be provided to limit stormwater  
115 run-off volumes, rates, and timing from proposed development to that which would

116 have been expected from the development site under natural or predeveloped  
117 conditions for critical duration design storms. The site drainage plan shall include  
118 practical means of reducing the amount of pollution generated by the project to a level  
119 compatible with current Florida water quality standards. The plan shall also document  
120 maintenance of drainage facilities. All stormwater management plans shall be designed,  
121 signed, and sealed by a Florida licensed professional engineer and approved by the  
122 county engineer. Additionally, construction in flood prone areas shall comply with  
123 county flood hazard prevention regulations. Primary references include articles 7 and 10  
124 of the Code.

125 5. *Landscaping, open space, off-site impacts, and signs.* Landscaping shall be addressed  
126 as applicable so as to utilize existing trees and other vegetation, limit stormwater run-  
127 off, prevent erosion, buffer between certain adjoining uses, and for other purposes  
128 established by the Code. Open space shall be provided so as to allow adequate light and  
129 air, facilitate surface water drainage and aquifer recharge, provide sufficient separation  
130 between buildings, uses, and site boundaries, and for other purposes established by the  
131 Code. In addition to landscaping and open space, structural screening or enclosure of  
132 materials and/or activities may be required to limit off-site impacts. Typical sign  
133 limitations include height, area, location, and quantity. Primary references include  
134 articles 7 and 8 of the Code.

135 6. *Wetland, aquifer, and other environmental impacts.* Adverse impacts to wetlands  
136 and other environmentally sensitive lands shall be avoided or otherwise minimized, and  
137 shall be mitigated when avoidance cannot be achieved through development  
138 modifications. The presence on site of facilities or materials that may endanger the sand  
139 and gravel aquifer or impair public potable water supply wells are limited or prohibited,  
140 and shall be addressed as applicable. For sites on Santa Rosa Island or Perdido Key, the  
141 prohibition of importation, transfer, and use of materials discoloring to barrier island  
142 white sands shall be addressed. Primary references include articles 7 and 12 of the Code  
143 and chapter 11 of the Comprehensive Plan.

144 7. *Other reviews, approvals and determinations.* Various uses, conditions, or  
145 characteristics of proposed development may require documentation of other approvals  
146 or determinations. As prescribed in article 4, a development plan may require a  
147 preapplication conference with technical review staff and/or master plan review and  
148 approval through the DRC. Additional nonDRC county administrative approvals, as  
149 described within this article, may also be required; including, but not limited to,  
150 variance, conditional use, rezoning, and Comprehensive Plan amendment. ~~Other~~  
151 ~~noncounty approvals may include, but are not limited to, stormwater discharge,~~  
152 ~~wetland fill, and access to state rights-of-way.~~

153



1 4.02.05. *Preliminary plat and construction plans.*

2 A. *Application procedure.* The applicant shall file with the department a written application for  
3 approval of the preliminary plat and construction plans, together with three copies of the  
4 preliminary plat and construction plans and other information indicated on the preliminary plat and  
5 construction plans approval checklist package available through the planning and zoning  
6 department.

7 1. *Department.* Within 30 working days of receipt of a preliminary plat and construction  
8 plans submittal, the planning and zoning department shall determine whether the preliminary  
9 plat and construction plans submittal is complete and inform the applicant in writing of any  
10 deficiencies. The applicant may submit an amended preliminary plat and construction plans  
11 submittal within six months without payment of an additional fee. If more than six months  
12 have elapsed the applicant must thereafter initiate a new application and pay a new fee.

13 2. *Division manager, development services.* The division manager, development services shall  
14 review the preliminary plat and construction plans submittal and shall transmit the division  
15 manager, development services' recommended approval, conditional approval, or disapproval  
16 to the DRC within 30 working days of the determination that the submittal is complete. The  
17 applicant shall have the option of appealing the decision of the division manager, development  
18 services pursuant to the provisions of section 2.04.00 of this Code.

19 3. *Development review committee (DRC).* The department shall then transmit a copy of the  
20 preliminary plat and construction plans submittal to the DRC. The DRC shall review the plat,  
21 including the construction plans, and recommendation of the division manager, development  
22 services within ten working days. The DRC shall determine whether the submittal warrants  
23 approval, conditional approval or denial and in the case of an approval or conditional approval  
24 shall issue a development order for the preliminary plat and construction plans.

25 B. *Submission requirements.* The submission requirements for preliminary plats and construction  
26 plans shall be as set forth separately, below. The preliminary plat shall include the information  
27 listed in this subsection. The preliminary plat shall be signed and sealed by a State of Florida  
28 licensed professional engineer. Notes should be used whenever possible on the preliminary plat to  
29 explain, verify or identify additional information that is important to the understanding of the site  
30 and the plan for development. All property being subdivided shall have the appropriate zoning and  
31 future land use map designation for the land uses and densities being proposed.

32 As a minimum, the preliminary plat package shall include:

33 1. A vicinity map of the area at a minimum scale of 400 feet to the inch, showing all adjacent  
34 existing subdivisions (including names and recording data), the tract lines of acreage parcels of  
35 land, all street and alley lines immediately adjoining the proposed subdivision, and between it  
36 and the nearest highway or thoroughfare, public facilities, and jurisdictional boundary lines.

- 37 2. A minimum horizontal scale of 100 feet to the inch.
- 38 3. The name of the proposed subdivision.
- 39 4. A legal description of the property, referenced to the section, township and range, as  
40 applicable. If in a land grant, the preliminary plat will so state. The initial point in the  
41 description shall be tied to the nearest government corner or other recorded and well-  
42 established corner. Section lines and 40-acre section lines occurring in the platted land shall be  
43 indicated by lines drawn upon the preliminary plat, with appropriate notes.
- 44 5. A survey, signed and sealed by a registered land surveyor, accurate in scale of the property  
45 to be subdivided. Recording or survey discrepancies of adjoining or referenced tracts shall be  
46 shown in detail.
- 47 6. The future land use map designation; zoning and development characteristics surrounding  
48 the site.
- 49 7. The existing zoning of the site, the proposed minimum lot size, the proposed residential,  
50 commercial and industrial land use type(s) and the residential density.
- 51 8. The names of all abutting subdivisions and the location of adjoining platted lots and parcel  
52 lines within 100 feet of the subdivision (if unplatted, so state).
- 53 9. The existing utility and surface water management system, easements and improvements,  
54 including buildings located on the tract.
- 55 10. The lot design, including:
- 56 a. Total number of lots and/or blocks.
- 57 b. Lots, drawn to scale, and typical lot dimensions.
- 58 c. Tracts for multifamily development.
- 59 d. Setbacks from streets and highways.
- 60 11. Approximate phasing of the project, if applicable.
- 61 12. The location of all sites for multifamily, commercial, industrial, utility, institutional or  
62 recreational uses and other public, semi-public and private uses exclusive of single-family  
63 residential lots.
- 64 13. Physical/environmental conditions, including:
- 65 a. Existing contours at one-foot intervals or as required by county engineer referenced to  
66 NGVD datum.

67 b. Identification of on-site soils using the USDA Soil Classification System. A licensed  
68 professional engineer or professional geologist shall determine the anticipated wet  
69 season water table.

70 c. The location, depth and extent of all soils defined as unsuitable or nonrated for  
71 development where development is proposed to encroach into areas containing such  
72 soils.

73 d. Identification of all protected threatened and endangered species habitat and  
74 environmentally sensitive lands governed by state, local, and/or federal regulations; state,  
75 local, and federal wetland jurisdictional boundaries including date of wetland delineation;  
76 all identified conservation areas which are to be retained and noted as a "conservation  
77 easement."

78 e. One hundred-year flood elevation data for all developments as indicated on the flood  
79 insurance rate map (FIRM), dated August 19, 1987, or latest revision, prepared by the  
80 Federal Emergency Management Agency unless a naturally running watercourse is  
81 located within the development and the watercourse is used for stormwater storage or is  
82 otherwise diverted or dammed, then the calculated 100-year flood elevations must be  
83 indicated on the plan.

84 f. Protected and/or preserved trees for those projects required to identify such trees.

85 14. Existing and required (proposed) improvements including the following:

86 a. Name, location and right-of-way width of all existing streets noting roadway surface  
87 (paved, clay, shell, etc.), rights-of-way and platted streets within 500 feet of the proposed  
88 entrance(s) of the proposed subdivision.

89 b. Proposed streets, including:

90 i. Name or temporary designation and right-of-way width;

91 ii. Where applicable, typical design cross section indicating pavement type, width,  
92 surface water management features, sewers and water main location and  
93 sidewalk/bikeways or other labor intensive facilities. Separate cross sections for all  
94 entrance roads featuring medians, with a note explaining maintenance and  
95 ownership responsibility;

96 c. Note explaining any proposed vacation of rights-of-way.

97 15. Proposed method and source of water supply and wastewater disposal. The developer  
98 shall show the points of connection to the existing systems.

99 16. The stormwater management plan with a schematic diagram of the proposed stormwater  
100 collection system, method of pollution/erosion control and stormwater retention/detention

101 with preliminary calculations as to pond sizing if ponds are preferred or required. The  
102 direction of flow for all surface drainage and existing storm sewers on or abutting the tract.  
103 Stormwater retention/detention areas so designated on the plat and proposed ownership.  
104 ~~Runoff and sedimentation shall be controlled in accordance with the provisions of this Code,~~  
105 ~~and other applicable county, state and federal laws, rules or regulations. Additionally, all~~  
106 ~~stormwater management plans shall meet the following adopted level of service standards:~~

- 107 a. Retention of the first half-inch of runoff; and
- 108 b. Postdevelopment runoff shall not exceed the predevelopment runoff rate for a 25-  
109 year storm of critical duration, up to and including an event with a 24-hour duration.
- 110 ~~c. Design, performance, applicability and other standards shall be consistent with the~~  
111 ~~provisions of F.A.C. ch. 17-25, as amended, and F.A.C. 17-3.02, as amended, and as~~  
112 ~~required by section 7.15.00 of this Code.~~

113 17. Proposed shoreline vegetation alteration shall be indicated.

114 18. Location, width, purpose and maintenance responsibilities for all proposed easements,  
115 facilities, or rights-of-way other than for streets.

116 19. Compliance with the comprehensive plan and other relevant provisions of this Code.

117 20. Copies of any proposed covenants and restrictions relevant to the preliminary plat for a  
118 subdivision, including the following:

- 119 a. Deed restrictions.
- 120 b. Operation and maintenance responsibilities for stormwater/drainage facilities,  
121 including any required dedications.
- 122 c. Maintenance responsibilities for conservation easements or environmentally sensitive  
123 areas.
- 124 d. Maintenance responsibilities for any private streets or infrastructure.
- 125 e. Property owner association documents, by whatever name called.
- 126 f. Any other documentation or information necessary for a complete understanding of  
127 the provisions, terms or conditions (expressed or implied) on the preliminary plat.

128 21. A list and description of all variances from this article and this Code granted by the BOA  
129 for the subdivision.

130 22. All plats for lands which contain coastal properties as defined herein shall be submitted  
131 with a certified boundary survey showing the mean high water line as defined by F.S. ch. 177,  
132 pt. II, "Coastal Mapping" and be prepared by a licensed professional surveyor or mapper. The

133 survey procedure used to determine the mean high water line must be approved by the  
134 department of environmental protection, bureau of surveying and mapping.

135 C. *Effective period of preliminary plat and construction plans approval.* The preliminary plat and  
136 construction plans shall be effective for a period of two years from the date that the preliminary  
137 plat is approved by the county, at the end of which time the applicant must have submitted a final  
138 plat for approval. If the final plat is not submitted for approval within the two-year period, the  
139 preliminary plat and construction plans approval shall be null and void, and the applicant shall be  
140 required to resubmit a new preliminary plat and construction plans for review subject to the then  
141 existing land development regulations. However, an applicant may request a one-time 12-month  
142 extension from the director of planning and zoning. The director may grant the extension if good  
143 cause is shown for needing the additional time. Good cause could include the size or scale of the  
144 project or circumstances beyond the applicant's control such as an act of God or labor shortage.

145

146 4.02.06. *Construction plans.* The plans shall be reviewed by the division manager, development services  
147 and approved/disapproved within 30 working days. Construction plans shall be prepared for required  
148 improvements with the following minimum requirements:

149 A. Horizontal control of the subdivision with radii of curves, lengths of tangents, and central angles  
150 of streets.

151 B. A minimum of two benchmarks shall be shown on the plans, not more than 1,500 feet apart.  
152 Benchmarks shall not be required at closer intervals than 600 feet. Plans shall indicate the location,  
153 elevation and description of all benchmarks to include section, township, and range reference with  
154 departures and distances to location.

155 C. Plans and profiles of each proposed street, including private streets, at a horizontal scale of 50  
156 feet or less to the inch, and vertical scale of five feet or less to the inch, with tentative grades  
157 indicated; including plans and profiles of proposed sanitary sewers, also stormwater sewers if  
158 required, or use of grassed swales with grades and sizes indicated.

159 D. A complete grading and erosion control plan shall be submitted to the division manager,  
160 development services as part of the construction plans. The plan shall indicate the proposed  
161 direction of flow of the area within the subdivision not a part of the infrastructure. This can be  
162 accomplished with flow directional arrows. This information shall be included on the site plans  
163 associated with the building permit application for lots within the respective subdivision. Minimum  
164 finished habitable floor elevation (excluding basements) shall be eight inches above the finished  
165 grade of the lot. If no sod is installed, elevation shall be ten inches above the finished grade of the  
166 lot. Finished grade shall be sloped from the foundation 2 1/2 inches within ten feet or less including  
167 sidewalks, patios and driveways and then sloped, at a minimum one-sixteenth inch per foot to a  
168 positive outfall. A positive outfall for a lot within a subdivision approved since April 1973 shall be  
169 defined as the drainage system filed and approved by Escambia County. A positive outfall for all

170 other lots or parcels shall be to an existing county or state drainage system. Treated stormwater  
171 may be discharged into surface water bodies; however, channeling untreated runoff directly into  
172 water bodies or functioning wetlands is prohibited.

173 E. A plan showing the location and typical cross sections of street pavements including concrete  
174 curbing, sidewalks, bikeways, utility and drainage easements, rights-of-way, manholes, and catch  
175 basins; the location, size and invert elevations of existing and proposed wastewater sewers and  
176 storm sewers and the location and size of existing and proposed water, gas, and other underground  
177 utilities or structures mains.

178 F. All technical specifications and requirements described in article 7 of this Code, including a  
179 stormwater management plan and all relevant technical construction specifications contained  
180 within the county specifications manual as approved and periodically updated by the division  
181 manager, development services. Drainage calculations and plans shall be based on the level of  
182 service requirements established within this Code and the comprehensive plan. The plans shall  
183 include all necessary calculations and documentation demonstrating the adequacy of the existing  
184 and proposed facilities. The division manager, development services shall require that the design of  
185 drainage construction for major channels or under arterial and collector roads be predicated upon,  
186 and designed to control stormwater from, at least a 100-year storm event. The facilities shall be  
187 designed for a 25-year storm event (See section 7.15.00). Compliance with rules and regulations of  
188 state and federal regulatory agencies, including, but not limited to the Florida Department of  
189 Environmental Protection, Florida Department of Transportation, United States Environmental  
190 Protection Agency and the U.S. Corps of Engineers is the responsibility of the developer and/or his  
191 licensed professional engineer, ~~and proof of such compliance must be submitted prior to the~~  
192 ~~approval of the construction plans.~~

193 G. All construction plans and supporting documents submitted to the division manager,  
194 development services for review and approval shall bear the date, seal and signature of the  
195 engineer-of-record responsible for the design.

1 **7.08.00. Marine/estuarine/riverine setback.**

2 A. *Intent.* Escambia County recognizes the importance of wetlands and areas of water-land interface  
3 in maintaining a healthy environment. The integrity of these sensitive areas will be protected by  
4 requiring shorelines to be retained in their natural state along the banks of all marine, estuarine,  
5 and riverine systems to the extent possible. This section is established to attain the following  
6 objectives:

- 7 1. Prevent and/or reduce erosion;
- 8 2. Trap the sediment in overland runoff;
- 9 3. Protect indigenous wetlands and estuarine flora, fauna, and habitat; and
- 10 4. Retain and enhance physical and visual aesthetics of riverine and estuarine systems.

11 B. *Construction setback standards.* With the exception of bulkheads, gazebos, docks, walkways,  
12 piers, and boathouses, in areas containing marine, estuarine, or riverine systems there shall be no  
13 new construction between mean sea level (M.S.L.) established by the National Geodetic Vertical  
14 Datum of 1929 and an elevation of plus (+) 1.5 feet, or within a minimum of 30 feet from the  
15 mean or ordinary high tide, whichever is greater. These restrictions apply to all the  
16 unincorporated areas of Escambia County under the jurisdiction of the BCC which front on or are  
17 contiguous to the waters of Escambia Bay, Pensacola Bay, Perdido Bay, Big Lagoon, Old River,  
18 Bayou Grande, Bayou Chico, Santa Rosa Sound and including all rivers and waterways within the  
19 unincorporated areas of the county. ~~All applicable federal and state permits shall be obtained  
20 prior to issuance of a land use certificate and the issuance of said permits shall be deemed full  
21 satisfaction of the terms of this section provided such permit addresses all relevant items in this  
22 section.~~

23 C. *Exceptions.* The following exceptions to the marine/estuarine/riverine setback (MERS) line are  
24 provided:

25 ~~1. *Landward wetlands.* If the possibility exists that significant wetlands extend landward of the  
26 MERS line, as determined from either a department of the Interior Wetlands Inventory map or  
27 a copy of the most current Federal Emergency Management Agency Floodway Flood Boundary  
28 and Floodway Map, the applicant will be required to provide the county with documentation  
29 showing approval from the Florida Department of Environmental Protection (DEP) and/or  
30 Army Corps of Engineers before a land use certificate is issued.~~

31 ~~2. *Waterward exception.* If the applicant requests siting of a structure or conducting an activity  
32 prohibited by this article waterward of the MERS line by no more than 15 feet and no  
33 wetlands or highly eroding lands are present between the MERS line and the water's edge, as  
34 determined by a wetlands inventory map or a copy of the most current Federal Emergency  
35 Management Agency Floodway Flood Boundary and Floodway Map or an on-site inspection,  
36 the applicant will be required to provide the county with documentation showing approval  
37 from the Florida Department of Environmental Protection (DEP)/Army Corps of Engineers  
38 before a land use certificate is issued.~~

39 D. *Shoreline protection.* The use of natural means, i.e., vegetation and beach renourishment, shall be  
40 used to stabilize erosion prone areas and shall be designed and implemented in accordance with  
41 sound environmental and engineering practice. Natural erosion control methods create a buffer

42 zone providing for a greater chance of natural recovery, the normal progress of natural processes,  
43 and the entrapment of sediment laden waters.

44 1. *Vegetation.* The vegetation used in erosion control methods shall be those indigenous to the  
45 region.

46 2. *Grading.* Site grading, excavating or other activities which significantly disturb the property  
47 shall be allowed waterward of the MERS line only if it is consistent with the intent of this  
48 Code.

49 3. *Structure location.* Applicants are encouraged to place all structures, except those which are  
50 water dependent, as far landward of the MERS line as practical.

51 E. *Seawalls.* Rigid shore protection structures shall not be permitted waterward of the mean high  
52 water line except as herein authorized. The use of rigid shore protection structures may cause  
53 significant environmental impacts. These impacts can result in increased overland runoff, loss of  
54 valuable topsoil, increased water turbidity, loss of wildlife habitat, and the loss of the natural  
55 amenity associated with shoreline areas.

56 F. *Repair.* The repair of an existing functional shore protection structure shall be exempted from the  
57 setback of this article. Prior to the repair of any shore protection structure, the property owner  
58 must notify the county of the intended work, the extent of the work contemplated, notify all  
59 appropriate state and federal agencies, and meet all state and federal regulations.

60 G. *Beach access.* Beach accesses shall be maintained to the greatest extent practical.

61 H. *Emergencies.*

62 1. This article shall not be construed to prevent the doing of any act necessary to prevent  
63 material harm to or the destruction of real or personal property as a result of a present  
64 emergency (as defined by F.A.C. ch. 16B-33), under those circumstances the necessity of  
65 obtaining a permit is impractical and would cause undue hardship in the protection of life and  
66 property.

67 2. A report of any such emergency action shall be made to the director or division manager,  
68 development services by the owner or person in control of the property upon which  
69 emergency action was taken as soon as practicable, but no more than ten calendar days  
70 following such action. Remedial action may be required by the director or division manager,  
71 development services to assure lands are put back to the status quo subject to appeal to BCC  
72 in the event of a dispute.

73 (Ord. No. 2007-60, § 4, 10-4-2007)

74 **Cross references:** Waterways, pt. I, ch. 102.

75

## 76 **7.09.00. Mobile homes.**

77 A. *Mobile homes on individual lots.* When a mobile home is permitted for residential use in any  
78 district, such mobile home shall meet all minimum requirements for a single-family residence in  
79 said district. A mobile home shall not be stored or parked on any public street or alley within any  
80 residential district. NOTE: Except for emergency situations, as determined by the SIRA or BCC,  
81 mobile homes are not permitted anywhere on Pensacola Beach or Perdido Key.



- 82 B. *Mobile home as guest residence.* A guest residence of not more than one per dwelling unit (d.u.)  
83 per lot may be authorized as a conditional use in the districts within which mobile homes are  
84 allowed as guest residences (i.e., R-3) provided that the following criteria are met:
- 85 1. *Principal residence.* The applicant must reside in the principal residence on the lot, parcel,  
86 tract, where the mobile home(s) as guests residences are requested;
  - 87 2. *Minimum lot size.* The lot, parcel or tract must contain at least two acres in order for two  
88 mobile homes to be utilized as guests residences; otherwise, only one mobile home will be  
89 allowed as a guest residence. NOTE: No more than two mobile homes may be used for guest  
90 residences regardless of the size of the parcel in excess of two acres;
  - 91 3. *Facade.* The mobile home(s) must be of a similar or simulated exterior finish material that is in  
92 general keeping with the principal residence and the neighborhood;
  - 93 4. *Installation.* The mobile home(s) must be completely skirted, tied down and meet all other  
94 building, safety and sanitary code requirements of the county;
  - 95 5. *Setbacks.* The mobile home(s) must meet all other zoning setbacks and requirements;
  - 96 6. *Site plan.* The applicant must submit a scaled site plan showing conformance with this section;  
97 and
  - 98 7. *Other uses.* Under no circumstances will the applicant be allowed to utilize the mobile home  
99 for any use other than a guest residence.
- 100 C. *Mobile home parks.* A mobile home park shall have a minimum of five mobile home spaces. No  
101 space may be occupied until five spaces are completed and ready for occupancy. In addition to  
102 compliance with applicable state statutes and administrative rules for mobile home parks, the  
103 following standards shall apply to all mobile home parks:
- 104 ~~1. *State permits.* All necessary State of Florida permits, certificates and approvals for~~  
105 ~~development and operation of a proposed mobile home park shall be obtained prior to a~~  
106 ~~request for a land use certificate for that development.~~
  - 107 21. *Site plan.* An application for a land use certificate to develop a mobile home park shall be  
108 accompanied by a site plan drawn to scale, prepared by a registered land surveyor or  
109 professional engineer showing:
    - 110 a. Location and legal description of the proposed mobile home park, name and address of  
111 owner and owners of adjacent tracts;
    - 112 b. Motor vehicle entry and exits, internal traffic circulation patterns and off-street parking;
    - 113 c. Location and size of all mobile home spaces, tenant storage facilities, improvements,  
114 drainage structures, and facilities proposed for construction;
    - 115 d. Location and details of perimeter walls, fences, hedges and landscaping;
    - 116 e. The mobile home(s) must be completely skirted, tied down and meet all other building,  
117 safety and sanitary code requirements of the county; and
    - 118 f. That the proposed mobile home park complies with other site plan requirements (see  
119 article 4).
- 120 D. *Mobile home subdivisions.* The proposed mobile home subdivision shall comply with all  
121 regulations pertaining to site and building requirements for the district containing the proposed

122 subdivision, except minimum lot area, if sewerred, may be 4,000 square feet. Mobile home  
123 subdivisions shall comply with the current subdivision regulations.

124 (Ord. No. 97-51, § 1, 10-2-1997; Ord. No. 2001-52, § 2, 9-20-2001)

125 **7.13.00. Wetlands and environmentally sensitive lands.**

126 **7.13.01. Findings and purpose.** The Escambia County Board of County Commissioners (hereinafter  
127 "board") finds that wetlands and environmentally sensitive lands are indispensable and fragile resources  
128 that provide many public benefits including maintenance of surface and groundwater quality through  
129 nutrient cycling and sediment trapping, as well as flood and stormwater runoff control through  
130 temporary water storage, slow release, and groundwater recharge. In addition, wetlands and  
131 environmentally sensitive lands provide open space; passive outdoor recreation, education, and  
132 scientific study opportunities; critical wildlife habitat for fish, amphibians, reptiles, migratory waterfowl,  
133 and rare, threatened or endangered animal and plant species; and pollution treatment by serving as  
134 biological and chemical oxidation basins.

135 A considerable number of these important natural resources in Escambia County have been lost or  
136 impaired by draining, dredging, filling, excavating, building, pollution, and other acts. Preservation of the  
137 remaining Escambia County wetlands and environmentally sensitive lands in a natural condition shall be  
138 and is necessary to maintain hydrological, economic, recreational, and aesthetic natural resource values  
139 for existing and future residents of Escambia County. Therefore, the board desires to achieve a long-  
140 term goal of net gain of wetlands and environmentally sensitive lands to be accomplished through  
141 review of degraded or destroyed wetlands and environmentally sensitive lands in Escambia County, and  
142 through cooperative work with landowners, using incentives and agreements to restore and purchase  
143 wetlands and environmentally sensitive lands.

144 To achieve these goals, it is therefore necessary for the board to ensure maximum protection for  
145 wetlands and environmentally sensitive lands by discouraging development activities that may adversely  
146 affect wetlands and environmentally sensitive lands, while encouraging development activities which  
147 avoid and minimize adverse impacts to wetlands and environmentally sensitive lands.

148 The purpose of this section is to promote wetland and environmentally sensitive land protection, while  
149 taking into account varying ecological, economic development, recreational, and aesthetic values.  
150 Activities that may damage wetlands or environmentally sensitive lands should be located on upland  
151 sites to the greatest degree practicable as determined through a permitting process. The objective of  
152 this ordinance is to protect wetlands and environmentally sensitive lands from alterations that will  
153 adversely impact or reduce their primary functions for water quality improvement, floodplain and  
154 erosion control, groundwater recharge, educational and aesthetic nature, and wildlife habitat, especially  
155 for species listed as threatened, endangered, or of special concern by local, state or federal agencies.  
156 Provided that when insufficient uplands exist for construction of one single-family dwelling unit on a lot  
157 of record less than five acres in size, applications for a building permit shall be exempt from the wetland  
158 review and permitting requirements of this ordinance, provided the total area of dredging or filling in  
159 wetlands for the residence and associated residential improvements shall not exceed 4,000 square feet,  
160 and the total area of clearing in wetlands (including the dredging and filling for the residence and  
161 associated residential improvements) shall not exceed 6,000 square feet on the contiguous property  
162 owned by the applicant. The board of county commissioners may also exempt utilities when necessary.

163 **7.13.02. Identification of wetlands and environmentally sensitive lands threatened and endangered**  
164 **species habitat.** The applicant for development approval shall utilize the National Wetlands Inventory  
165 Map and the Escambia County Soils Survey, FF&WCC-LANDSAT Imagery, the Escambia County

166 Geographic Information System, or other reliable information, to determine if the site has potential for  
167 containing wetlands or threatened and endangered species habitat. If the potential exists, a site specific  
168 survey shall be conducted, and such survey will include in the delineation all such wetlands and  
169 threatened and endangered species habitat on the subject parcel. All site-specific surveys shall be  
170 conducted and completed by the applicant, and approved by the division manager, development  
171 services in accordance with the State of Florida wetland delineation method as set forth in F.S. §  
172 373.042 and F.A.C. § 62-340.300. Such determination shall be used to determine the buildable area of  
173 the parcel or lot. No development permit may be issued without acceptable mitigation if the permitted  
174 activities would threaten the life or habitat of any threatened or endangered species listed by state,  
175 local, or federal agencies.

176 **7.13.03. Protection standards.** As a minimum, the following performance standards apply to the  
177 protection of wetlands and threatened and endangered species. These performance standards shall be  
178 achieved through a review and permitting process. ~~No detrimental activities that may cause negative  
179 impacts to natural resources shall occur in wetlands or threatened and endangered species habitat until  
180 all required federal, state, and local permits have been issued. Where United States Army Corps of  
181 Engineers Nationwide Permits (NWP) 14 and 39 are applicable, Escambia County will accept the permit  
182 as being issued after verification that the 45-day response period has elapsed, as long as the applicant  
183 can provide documentation that a complete application was filed with the Army Corps of Engineers. A  
184 complete application is one that provides all the information required under federal law, including a  
185 preconstruction notification. Additional protection standards may be promulgated and/or imposed by  
186 state or federal regulatory agencies, the director, and/or the board, in the event that it is determined  
187 that an additional standard(s) is appropriate and required to protect the functions of the wetlands or  
188 sensitive environmental resources:-~~

- 189 A. Untreated runoff channeled directly into water bodies or wetlands is prohibited.
- 190 B. Development and construction techniques shall be compatible with the soil conditions that are  
191 specific to the site. If deemed necessary, the director shall require soil borings and tests  
192 conducted by a licensed testing facility.
- 193 C. The natural functions of wetlands and threatened and endangered species habitat shall be  
194 protected. If a person proposes to impact wetlands or threatened and endangered species  
195 habitat, then he or she shall deliver to the county an application which will provide written  
196 documentation to demonstrate that impacts to wetlands and threatened and endangered species  
197 habitat have been avoided to the maximum extent possible. If impacts are unavoidable, the  
198 applicant shall demonstrate that impacts to wetlands and threatened and endangered species  
199 habitat have been minimized to the maximum extent possible. If the applicant has demonstrated  
200 adequate minimization of unavoidable impacts, then, and only then, the applicant may submit a  
201 mitigation plan for review and consideration. Development in wetlands shall not be allowed  
202 unless sufficient uplands do not exist to avoid a taking. In this case, development shall be  
203 restricted to allow residential density use at a maximum density of one unit per five acres, or to  
204 the density established by the future land use map containing the parcel, whichever is more  
205 restrictive, or one unit per lot of record as of February 8, 1996, if the lot of record is less than five  
206 acres in size. Lots of record do not include contiguous multiple lots under single ownership.
- 207 Mitigation will be allowed only when avoidance of any adverse degradation of the function of  
208 wetlands, or threatened and endangered species habitat, during development can not be

209 achieved through modifications to the proposed development such as clustering, vertical  
210 development and the like. Mitigation procedures are required in any case where development  
211 degrades estuaries, wetlands, bayous, harbors, rivers, surface waters, submerged aquatic  
212 vegetation, and threatened and endangered species habitat. Degradation means any  
213 modifications, alterations, or effects on waters, wetlands, surface areas, species composition, or  
214 usefulness for human or natural uses which are or may potentially be harmful or injurious to  
215 human health, welfare, safety or property, to biological productivity, species diversity, or  
216 ecosystem stability which unreasonably interferes with the functions and values of natural  
217 resources on the property, including outdoor recreation. Degradation shall also include secondary  
218 or cumulative impacts to off-site wetlands and threatened and endangered species habitat in the  
219 watershed. The minimum 30-foot buffer requirement (section 7.13.03.N) will satisfy the county's  
220 secondary impact concerns.

221 Mitigation usually consists of measures which compensate for, or enhance, the aspects of the  
222 project that do not otherwise meet permitting criteria or to compensate for unavoidable natural  
223 resource losses. It may include purchase, creation, restoration, and/or enhancement of wetlands,  
224 performing works or modification that causes a net improvement in water quality or aquatic  
225 habitat, or enhancement of the hydrology of wetland areas which have been altered, impounded  
226 or drained. Before considering mitigation, all reasonable measures must first be taken to avoid  
227 and minimize the adverse impacts to natural resources which otherwise rendered the project  
228 unpermissible. Compensatory mitigation, by which wetlands and threatened and endangered  
229 species habitat are purchased, created, enhanced and/or restored to compensate for the loss of  
230 such lands, should be of the same type, or should replace the same functions and values, as that  
231 destroyed or degraded.

232 ~~The applicant for development approval shall submit to the county copies of any applicable local,~~  
233 ~~state and federal applications, permits, authorizations, letters of exemption, or statements prior~~  
234 ~~to review by the county if activities conducted pursuant to such county issued permit would~~  
235 ~~impact any natural resource requiring mitigation under this section. The county's mitigation~~  
236 ~~provisions and standards are primary.~~

237 The county shall establish a system for mitigation banking or an in-lieu fee program, to be  
238 accepted by the USACOE and the FDEP, whereby the applicant may financially contribute to a fund  
239 to purchase or restore wetlands and environmentally sensitive lands. (Ord. No. 97-51, Section 1,  
240 10-2-1997)

241 D. The mitigation plan submitted to the county shall provide details of the applicant's creation,  
242 restoration, enhancement, and/or preservation intentions to compensate for the unavoidable  
243 impacts to wetlands and threatened and endangered species habitat. The mitigation plan shall  
244 include provisions for the replacement of the predominant functional values of the lost wetlands  
245 and threatened and endangered species habitat. Wetland mitigation plans shall be based on the  
246 Uniform Mitigation Assessment Method in F.S. 373.414(18), as amended, and Fla. Admin. Code ch.  
247 62-345, as amended.

248 The mitigation plan shall comply with all federal, state, and local laws and regulations. On a case  
249 by case basis, the county may require additional mitigation beyond what the USACOE and FDEP  
250 require. The mitigation plan will specify the criteria by which success will be measured, the  
251 maintenance requirements as specified in section 4.03.04, and it will include a five-year  
252 monitoring plan, or provide adequate assurances, such as bonding, to assess and document these  
253 success criteria. All mitigation activities shall be completed, or adequate assurances provided,  
254 such as bonding, before issuance of a land disturbance permit, before construction plan approval,

255 or before issuance of a building permit. Where there is no practical opportunity for on site  
256 mitigation, or when the use of in-lieu fee mitigation is environmentally preferable to on site  
257 mitigation, the county will consider a cash in-lieu fee payment to the Escambia County  
258 Environmental Lands Trust Fund (ECELTF) to satisfy the requirement for the county's mitigation, if  
259 the applicant requests this mitigation option.

260 E. Option for cash payment in lieu of mitigation. The cash in-lieu fee payment shall be based on an  
261 assessment of the area(s) to be impacted. The amount of the in-lieu fee payment shall be based  
262 on the following criteria:

- 263 1. Reasonable cost estimate of all funds needed to compensate for the impacts to wetlands or  
264 threatened and endangered species habitat, including land acquisition and initial physical and  
265 biological improvements. Funds collected should ensure the replacement of functions and  
266 values of impacted areas, consistent with applicable regulations and permit conditions. The  
267 replacement mitigation property purchased by the county should be of the same or better  
268 wetland type and quality, or of the same or better threatened and endangered species habitat  
269 type and quality, as the impacted site.
- 270 2. The amount of fee in-lieu of mitigation shall be based on a certified property appraiser's  
271 compilation and analysis of sales data of sites containing a minimum of 70 percent wetlands in  
272 the same watershed (Perdido Bay or Escambia Bay). The appraisal shall be updated every  
273 three years by Escambia County.

274 The impacted wetland will be rated, prioritized, and placed into one of three categories  
275 according to its quality: high quality, medium quality, or low quality based on results of a  
276 habitat assessment through the Uniform Mitigation Assessment Method F.S. § 373.414(18), as  
277 amended, and Fla. Admin. Code ch. 62-345, as amended. This assessment will score the  
278 wetland from 0--10, 0 being a low quality wetland and 10 being a high quality wetland. If a  
279 wetland is rated an 8--10, then it will be rated high quality. If it is rated a 5--7, it will be rated  
280 medium quality. If it is rated 0--4, it will result in a wetland being rated low quality. However,  
281 presence of threatened or endangered species habitat will automatically rate a wetland as  
282 high quality. Medium quality wetlands will be valued at 75 percent of the value of a high  
283 quality wetland in the area, and low quality wetlands will be valued at 50 percent of the value  
284 of a high quality wetland in the area. The applicant has final determination of use and  
285 acceptance of the in-lieu fee for low priority wetlands only.

- 286 3. Pensacola Beach and Perdido Key shall be omitted from the in-lieu fee mitigation option  
287 except for impacts to the Perdido Key Beach Mouse and/or associated habitats.

288 [4. Reserved.]

- 289 5. Authority; purpose; scope. Ordinance No. 2006-2 is enacted under authority of Article VII,  
290 Section 1(f) of the Constitution of the State of Florida and F.S. ch. 125 for the purpose of  
291 providing a mechanism for imposition and collection of a recurring annual assessment for  
292 those properties involved in mitigation for Perdido Key Beach Mouse habitat impacts.

293 a. *Short title.* This subsection shall be known as "The Perdido Key Beach Mouse Special  
294 Assessment Ordinance," and may be cited as such.

295 b. *Legislative findings.*

- 296 (1) Approximately 240 acres of private property on Perdido Key on which are located  
297 primary, secondary and scrub dunes have been identified as habitat for the Perdido  
298 Key Beach Mouse.
- 299 (2) Those wishing to commence new development within said 240 acres of Perdido Key  
300 Beach Mouse habitat must comply with federal, state and county permitting that  
301 includes the option of mitigation for impacts to Perdido Key Beach Mouse habitat.
- 302 (3) Those electing to provide in-lieu fee mitigation for impacts to Perdido Key Beach  
303 Mouse habitat will be assessed an annual assessment per unit.
- 304 (4) Those properties responsible for these annual assessments derive a special benefit  
305 from the improvements and services provided for by the annual assessments in that  
306 they benefit from the conservation and natural resource protection.
- 307 (5) The assessment is fairly and reasonably apportioned among the properties in the  
308 PKBM habitat area and is based upon the extent of the impact on the habitat.
- 309 c. *Imposition.* For those new developments or redevelopments on Perdido Key in the  
310 approximate 240 acres identified as Perdido Key Beach Mouse (PKBM) habitat that have  
311 elected mitigation for habitat impacts shall hereby be assessed an annual, recurring  
312 special assessment per unit on the subject site. The amount assessed shall be \$201.00 per  
313 new unit as a recurring annual assessment. For purposes of this subsection, "unit" shall  
314 mean dwelling unit as defined in Part III, article 3, section 3.00.01 of this Code.  
315 Additionally, for purposes of this subsection, "unit" shall also mean any commercial or  
316 lodging establishment. In those instances where a commercial establishment has  
317 definable delineations of separate ownership, each such division of separate ownership  
318 shall be considered a unit.
- 319 d. *Procedure for assessment.* Upon issuance of a certificate of occupancy for any unit subject  
320 to this assessment, the neighborhood and environmental services department shall report  
321 the subject parcel identification number(s) to the Escambia County Office of Management  
322 and Budget to process for collections.
- 323 e. *Method of collection.* Collection shall be by the uniform method of collection provided for  
324 by F.S. § 197.3632.
- 325 f. *Duration.* Recurring annual collections shall continue until such time as this subsection is  
326 repealed by the board of county commissioners.
- 327 g. *Appeal.* Any property owner assessed this special assessment in error may appeal in  
328 writing to the Escambia County Office of Management and Budget.
- 329 F. For those lands identified by the applicant for preservation status, appropriate deed restrictions  
330 and/or conservation easements shall be placed on said lands and recorded in the public records of  
331 Escambia County. Proof of the recorded deed restriction and/or conservation easement shall be  
332 provided to the director before approval of, or as a condition of, the land disturbing permit,  
333 development order, or final plat. For conditional approvals, the deed restriction and/or  
334 conservation easement shall be recorded within ten days of the conditional approval, and prior to  
335 any land disturbing activities.
- 336 G. The ECELTF is hereby created for use in acquiring, restoring, enhancing, managing, and/or  
337 monitoring wetlands and threatened and endangered species habitat in Escambia County. The  
338 finance director is hereby authorized and directed to establish the ECELTF and to receive and

339 disburse monies in accordance with the provisions of this ordinance. The ECELTF shall receive  
340 monies from the following sources:

- 341 1. All revenues collected pursuant to sections 7.13.03.E and 7.13.06.B.
- 342 2. All monies accepted by Escambia County in the form of grants, allocations, donations,  
343 contributions, or appropriations for the acquisition, restoration, enhancement, management,  
344 mapping, and/or monitoring of wetlands and threatened and endangered species habitat.
- 345 3. All interest generated from the deposit or investment of these monies.

346 H. The ECELTF shall be maintained in trust by the finance director solely for the purposes set forth  
347 herein, in a separate and segregated fund of the county that shall not be commingled with other  
348 county funds until disbursed for an authorized purpose pursuant to this section. Disbursements  
349 from the ECELTF shall only be made for the following purposes:

- 350 1. Acquisition, including by eminent domain, restoration, enhancement, management, mapping,  
351 and/or monitoring of wetlands, threatened and endangered species habitat, and conservation  
352 easements within Escambia County.
- 353 2. All costs associated with each such acquisition including, but not limited to, appraisals, surveys,  
354 title search work, real property taxes, documentary stamps, surtax fees, and other transaction  
355 costs.
- 356 3. Costs of administering the activities enumerated in this section.

357 I. Disbursements from the ECELTF for the acquisition of eligible properties shall require approval by  
358 the board after a public hearing on the proposed acquisition. A notice of the time and place of said  
359 public hearing shall be published in a newspaper of general circulation in Escambia County a  
360 minimum of seven days prior to the public hearing. Said notice shall include the location and a  
361 brief statement of the reason for the proposed acquisition.

362 J. Applications for a wetlands or threatened and endangered species habitat permit under this  
363 ordinance shall be accompanied by a nonrefundable administrative application fee in an amount  
364 specified from time to time by the board of county commissioners.

365 K. ~~As part of the application review process, the applicant shall deliver to the county all state and~~  
366 ~~federal environmental applications, permits, or letters of exemption.~~ County approvals under this  
367 section shall not relieve a person of the need to obtain a permit from the FDEP, the USACOE, the  
368 NFWFMD, or other state and federal agencies, if required. Issuance of a permit by the FDEP, the  
369 USACOE, the NFWFMD, or other state and federal agencies shall not relieve a person of the need  
370 to obtain county approval under this ordinance. The county ~~shall~~ may coordinate and develop  
371 memorandums of agreement with state and federal regulatory agencies to avoid redundancy and  
372 duplication of effort to the maximum extent possible.

373 L. Development within the 100-year floodplain and floodprone areas shall be governed by article 10  
374 or the SRIA Flood Plain Management Regulations contained in article 13, section 13.20.00.

375 M. Stormwater detention and retention shall meet the requirements of the Escambia County  
376 Stormwater Management Provisions (see section 7.15.00), and where such areas are located near  
377 an estuary or estuarine system, wetlands, or other surface water body, shall be designed so that  
378 the shorelines are sinuous rather than straight, so that water/land interfaces are curvilinear and  
379 maximize space for growth of littoral vegetation.

- 380 N. Buffers shall be provided consistent with policy 7.A.5.7. in the Escambia County Comprehensive  
381 Plan. Buffers shall be created between developments and environmentally sensitive lands,  
382 including wetlands. The purpose of the buffer is to protect wetlands and environmentally sensitive  
383 lands from the activities and impacts of development. Buffer standards apply as follows:
- 384 1. Buffers shall function to provide protection to wetlands and environmentally sensitive lands  
385 from intrusive activities and negative impacts of development such as trespass, pets, visual  
386 impacts, vehicles, noise, lights, and stormwater. The negative impacts of the uses upon each  
387 other shall be minimized, or preferably, eliminated by the buffer such that the long-term  
388 existence and viability of the wetlands and environmentally sensitive lands, including wildlife  
389 populations, are not threatened by such impacts and activities. In other words, incompatibility  
390 between the uses is eliminated or minimized and the uses may be considered compatible,  
391 which means a condition in which land uses or conditions can co-exist in relative proximity to  
392 each other in a stable fashion over time such that no use or condition is unduly negatively  
393 impacted directly or indirectly by another use or condition.
  - 394 2. The buffer shall be a natural barrier, or a landscaped natural barrier utilizing native vegetation,  
395 with a minimum width of 30 feet, and it may be supplemented with fencing or other  
396 manmade barriers, so long as the function of the buffer and the intent of this policy is fulfilled.  
397 Buffers shall apply to environmentally sensitive lands and those wetlands meeting the  
398 definition of wetlands as promulgated by the Florida Department of Environmental Protection  
399 in rule 62-340.200 (19) and in accordance with the State of Florida delineation methods as set  
400 forth in F.S. § 373.042 and F.A.C. § 62-340.300. Buffers may include those lands between the  
401 wetland boundaries defined by the FDEP and the USACOE.
  - 402 3. Development within the required buffer area is considered a secondary impact to wetlands  
403 and environmentally sensitive lands. On a case by case basis, unavoidable and minimized  
404 impacts to the buffer may be allowed. In this case, acceptable on-site mitigation for the  
405 impact shall be required.
  - 406 4. Wet and dry pond discharge structures and associated appurtenances such as rip-rap, bubble-  
407 up structures, energy dissipaters, outfall swales, etc. are allowed to intrude into the buffer  
408 provided the outfall from the pond provides for overland sheet flow utilizing energy  
409 dissipaters or other best management practices to prevent channelized flow and erosion of  
410 sediment into the adjacent wetland.
  - 411 5. To provide economic value to the property owner, the buffer zone area that is not included  
412 within platted lots may be used in the calculation of preservation mitigation acreage.
  - 413 6. The director of neighborhood and environmental services department, or designee, may grant,  
414 under special conditions outlined in the procedural manual for implementation of Wetland  
415 Ordinance No. 2001-40, an administrative variance for required buffer, not to exceed 200  
416 square feet or ten percent of the total buffer located on the lot, whichever is more restrictive.
- 417 O. Resource extraction in wetlands and threatened and endangered species habitat which can not be  
418 restored following the extraction activity shall be prohibited.
- 419 P. Utility companies. Utility company activities that provide service to one single family dwelling unit,  
420 or take place within established, utilized easements or previously utilized public road/utility rights  
421 of way, are exempt from the provisions of this ordinance. However, such activities conducted in a  
422 wetland or other environmentally sensitive land outside of the parameters of an established,  
423 utilized easement or previously utilized public road/utility right of way are subject to review under



424 this ordinance. For the purpose of this section pertaining to utility company activities,  
425 "established, utilized easements or previously utilized public road/utility rights of way" shall be  
426 defined as those existing and containing a utility line prior to the effective date of this ordinance,  
427 or those otherwise approved by the county.

428 Q. Silvicultural operations, on land classified as bona fide agricultural land for ad valorem taxation  
429 purposes pursuant to F.S. § 193.461, shall be exempt from the requirements of this ordinance if  
430 the silvicultural operations are in compliance with the rules of the Northwest Florida Water  
431 Management District and the Silviculture Best Management Practices, Florida Department of  
432 Agriculture and Consumer Services, 2000.

433 However, for any development permit application filed with the county, the county may not require as  
434 a condition of processing or issuing a development permit that an applicant obtain a permit or  
435 approval from any state or federal agency unless the agency has issued a final agency action that  
436 denies the federal or state permit before the county action on the local development permit. Issuance  
437 of a development permit by the county does not in any way create any rights in the part of the  
438 applicant to obtain a permit from a state or federal agency and does not create any liability on the  
439 part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill  
440 the obligations imposed by the state or federal agency or undertakes actions that result in a violation  
441 of state or federal law.

442

443 **7.15.14. Enforcement.**

444 A. The county administrator or his duly authorized representative shall be the enforcing officer. If the  
445 enforcing officer determines that a project is not being carried out in accordance with the  
446 permitted approved plan or if any project subject to this section is being carried out without a  
447 permit, he is authorized to:

448 1. Issue written notice to the applicant specifying the nature and location of the alleged  
449 noncompliance; with a description of the remedial actions necessary to bring the project into  
450 compliance within three working days. Upon request, if weather or other mitigating  
451 circumstances prevent timely compliance, the division manager, development services may  
452 extend this three-day compliance period.

453 2. If remedial action is not completed within the compliance period, the enforcement officer shall  
454 issue a stop work order directing the applicant to cease and desist all of any portion of the  
455 work which violates the provisions of this section. The applicant shall then bring the project  
456 into compliance or be subject to immediate revocation of this permit and to penalties set  
457 forth in section 7.15.15.

458 B. Any order issued pursuant to subparagraphs 1. or 2. above shall become final unless the person or  
459 persons named therein requests, in writing, an appeal hearing before the BOA no later than 14  
460 days excluding Sundays and holidays, after the date the stop work order is served. Failure to act in  
461 accordance with the order after receipt of written notice shall be grounds for revocations of the  
462 permit.

463 **7.15.15. Penalties.** Any person who shall violate any of the provisions of this section or amendments  
464 thereto or who shall fail, neglect or refuse to comply with any order or notice in pursuance and by  
465 authority of this section shall be guilty of a misdemeanor of the second degree and shall be subject to

466 punishment as provided by law. For purposes of this section, a separate offense shall be deemed  
467 committed for each day a violation of this section exists; said time commencing at the time of notifying  
468 the offender of the violation.

469 ~~7.15.16. Higher standards. Where any section, subsection, sentence, clause or phrase, or this section is~~  
470 ~~in conflict with any section, subsection, sentence, clause or phrase of any other state or federal rules,~~  
471 ~~regulations or laws, the regulation, ordinance, rule or law requiring the higher standard shall prevail.~~  
472 ~~Applicants must apply for all permits required by state or federal rules, regulations or law concurrent~~  
473 ~~with applying for permits required by this section.~~

474 (Ord. No. 97-51, § 1, 10-2-1997; Ord. No. 98-53, § 1, 12-3-1998; Ord. No. 2002-54, § 6, 12-12-2002; Ord.  
475 No. 2003-9, § 3, 3-20-2003; Ord. No. 2007-60, § 4, 10-4-2007)

476

#### 477 **7.18.00. Commercial communication towers.**

478 A commercial communication tower is a structure which supports communications equipment (not  
479 including amateur radio operations, VHF marine, or other similar operators.) Communication antennas  
480 are designated to transmit and/or receive communications as authorized by the Federal  
481 Communications Commission (FCC), not including amateur radio operators licensed by same; said  
482 antennas are usually located on communication towers.

483 A. *Antennas.* A commercial communication antenna may be located on an existing nonresidential  
484 structure, without conditional use approval, provided the commercial communication tower or  
485 antenna does not extend more than 50 feet above the existing structure and the building and new  
486 antenna together do not exceed the district height allowed.

487 B. *Collocation.* It is important to provide service required by the market while limiting unnecessary  
488 commercial communication towers. Therefore, approvals for all new towers will be conditioned  
489 on the applicant providing for collocation.

490 1. If the commercial communication tower is 150 feet or lower, collocation shall be provided for  
491 at least one other communication provider; if greater than 150 feet, collocation shall be  
492 provided for two or more additional providers.

493 2. If the applicant is not collocating on the proposed commercial communication tower of  
494 another provider, evidence must be submitted that reasonable efforts to collocate have been  
495 made.

496 C. *Environmentally sensitive land.* Commercial communication towers are allowed on wetlands and  
497 on lands containing endangered species or historical sites, provided the applicant can  
498 demonstrate to the satisfaction of the development review committee that a permit (e.g., a  
499 ~~wetlands dredge and fill permit~~) will be issued by the appropriate state or federal agencies with  
500 jurisdiction, that there will be no adverse impact to endangered species or historical sites, and  
501 that a variance is otherwise appropriate under the standards specified in section 7.18.00N.

502 D. *Setback from residential zoning.* No commercial communication tower shall be located closer than  
503 the height of the tower to a residential zoning district line. In addition, all commercial  
504 communication towers which exceed 150 feet in height (in districts where commercial  
505 communications towers are allowed), and/or are located within 500 feet of a residential area, are  
506 considered conditional uses and shall be reviewed by the board of adjustment pursuant to  
507 sections 2.05.03 and 7.18.00.

- 508 E. *Lighting.* Ground or security lighting for commercial communication towers shall be designed so as  
509 to be shielded from being directly visible from nearby residences.
- 510 F. *Color.* Commercial communication towers not requiring FAA painting/markings shall have either a  
511 galvanized finish or be painted gray or black.
- 512 G. *Failure.* Commercial communication towers shall be designed and constructed to meet TIA/EIA  
513 222 standards (latest revision) to ensure that the structural failure of the tower will not create a  
514 safety hazard.
- 515 H. *Security.* A minimum six-foot fence or wall shall be required around all commercial  
516 communication tower sites, access shall be through a locked gate, and an appropriate anticlimbing  
517 device shall be installed on the tower. Fences in residential districts may not exceed a height of six  
518 feet; in commercial districts the maximum height is eight feet.
- 519 I. *Screening.* Landscaping and buffering shall be addressed through article [sections] 2.05.03C.5.,  
520 7.01.05, and 7.01.06.
- 521 J. *Emissions.* No location for placement, construction or modification of a commercial  
522 communication tower or communication antenna shall be regulated on the basis of the  
523 environmental effects of radio frequency emissions to the extent that commercial communication  
524 towers and antennas comply with the FCC regulations concerning such emissions.
- 525 K. *Abandonment.* Any commercial communication tower whose use has been discontinued for a  
526 period of 12 months shall be deemed to be abandoned. The owner/operator of the tower shall  
527 have 180 days to reactivate the use of the tower, transfer the tower to another owner/operator,  
528 or dismantle and remove the tower.
- 529 L. *Preexisting towers.* Pre-existing towers shall be allowed to continue their usage. Routine  
530 maintenance shall be permitted. Additional antennas and other communication devices may be  
531 co-located on preexisting towers, if the towers are structurally designed to accommodate them  
532 and the new combined height does not exceed district height allowed. If a preexisting tower is a  
533 legal nonconforming use, it can be replaced with a new tower of equal or lesser height. The  
534 replacement tower can be located on the site of the preexisting tower or on an alternative site on  
535 the existing parcel: provided however, that if the replacement tower is to be placed on an  
536 alternative site it must meet the performance standards specified in this article. If the tower is  
537 nonconforming with regard to height, the requirements of article 11 shall apply.
- 538 M. *Airport/airfield zoning.* Any tower located within an area subject to article 11 of this Code  
539 (Airport/Airfield Environs) shall be subject to administrative review to determine its elevation  
540 above the runway elevation, its distance from the runway and approach zones, and height  
541 limitations unique to the Airport/Airfield Environs.
- 542 N. *Variances.* A deviation from the requirements of this section may be granted only upon a finding  
543 by the board of adjustment that, in addition to the criteria in section 2.05.02, the following  
544 standard is met:
- 545 All other reasonable siting alternatives have been explored and the deviation is necessary due to  
546 extenuating factors such as: location of existing uses, trees, structures or other features on or  
547 adjacent to the property, or compatibility with existing contiguous uses or with the general  
548 character of the area.

549 O. *Application requirements.* In addition to the site plan requirements of article 4, part II, an  
550 applicant for development permit shall submit the following documents for use in assessing  
551 conformance with these performance criteria:

- 552 1. A geotechnical exploration report.
- 553 2. An FCC/NEPA environmental compliance checklist.
- 554 3. Compliance with FCC, FAA, and county emergency management services requirements.
- 555 4. Coverage maps for this tower.
- 556 5. Collocation information.

557 Note: Items 3 through 5 shall also be submitted for BOA review of conditional use applications. The  
558 applicant shall submit a site plan to the BOA sufficient for a review of items 3 through 5 and the  
559 conditional use criteria.

560 (Ord. No. 97-59, § 2, 12-4-1997; Ord. No. 98-42, § 3, 9-9-1998; Ord. No. 98-53, § 1, 12-3-1998; Ord. No.  
561 2000-8, § 2, 3-2-2000; Ord. No. 2006-30, § 2, 4-6-2006)

562

563

564

565

1 12.09.02. *Permit requirements.* Prior to issuing a resource extraction permit for a proposed resource  
2 extraction activity, the county engineer shall be assured that the following conditions have been met:

3 ~~A. Any required federal or state permits have been obtained by the applicant.~~ Existing and future  
4 resource extraction activities and lands used for such activities and any reclamation of any such  
5 lands shall be subject to all relevant rules and regulations including those established by F.A.C. chs.  
6 16, 17, 18, and 39, the U.S. Clean Water Act, F.S. § 372.072, F.S. ch. 373, pt. IV, F.S. ch. 378, pt. IV,  
7 and F.S. ch. 403, local permit and development review requirements per the Escambia County Code  
8 of Ordinances, Part I, Chapter 42, Article VIII, and the Land Development Code, Article 7), among  
9 others. Before any existing resource extraction activity is permitted to expand and prior to  
10 approving any new resource extraction activities located within or adversely impacting  
11 environmentally sensitive areas, the application for expansion or establishment of a new extraction  
12 activity must be accompanied by a reclamation plan which meets all state environmental resource  
13 permit (ERP) requirements and reclamation standards required by F.A.C. ch. 62C-39, as well as  
14 comprehensive plan policies 11.A.1.5, 11.B.3.3 and 11.B.3.9 for the area once the extraction activity  
15 has been completed.

16 B. The resource extraction activity will not degrade or impact adjacent natural, cultural or historic  
17 resources including environmentally sensitive lands, wetlands, white sands as protected pursuant to  
18 section 12.05.00 et seq. of this article, and others.

19 C. That the resource extraction activity is to be conducted more than 500 feet from any potable  
20 public water well or well field. The applicant for resource extraction must present information  
21 satisfactory to the CE wherein the locations of potable water wells or well fields are identified.

22 D. That the proposed resource extraction activity is compatible with adjacent land uses.

23  
24 12.09.04. *Activities exempt.* The following activities are exempt from the regulations of this section:

25 A. Routine agriculture.

26 B. Routine silviculture.

27 C. Incidental excavation conducted pursuant to valid permits issued by Escambia County for  
28 construction or development activities.

29 D. Emergency activities necessary to protect lives and property.

30 However, for any development permit application filed with the county after July 1, 2012, the county  
31 may not require as a condition of processing or issuing a development permit that an applicant obtain a  
32 permit or approval from any state or federal agency unless the agency has issued a final agency action  
33 that denies the federal or state permit before the county action on the local development permit.  
34 Issuance of a development permit by the county does not in any way create any rights in the part of the  
35 applicant to obtain a permit from a state or federal agency and does not create any liability on the part  
36 of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the

37 obligations imposed by the state or federal agency or undertakes actions that result in a violation of  
38 state or federal law.

39 (Ord. No. 97-51, § 1, 10-2-1997; Ord. No. 2005-23, § 7, 7-7-2005)

40 ~~**12.13.00. Natural resources protection.**~~

41 ~~The protection of valuable natural resources is an important function of government. Prior to the review~~  
42 ~~by the county of any application for development which adversely impacts an important natural~~  
43 ~~resource defined by a local, state or federal agency, the applicant shall submit to the county appropriate~~  
44 ~~local, state and federal applications, permits, or letters of exemption.~~

45 ~~(Ord. No. 97-51, § 1, 10-2-1997; Ord. No. 2001-40, § 3, 8-2-2001; Ord. No. 2003-9, § 4, 3-20-2003)~~

46

47 **12.143.00. Disaster mitigation.**

48 To minimize the effects of natural disasters in the coastal area, the county shall:

49 A. Comply with building code requirements of F.S. § 161.55 and section 12.04.00 of this Code.

50 B. Participate in the National Flood Insurance Program in conformance with the Federal Disaster  
51 Relief Act of 1974.

52 C. Determine the feasibility of eliminating, relocating or structurally modifying public infrastructure  
53 which has suffered natural disaster damage and to implement appropriate cost-effective measures  
54 to mitigate future damage.

55 D. Maintain the same capacity of any public infrastructure that is relocated, modified, or replaced,  
56 unless the capacity is expanded as part of an approved post disaster hazard mitigation plan in  
57 accordance with PL 93-288.

58

59 **12.154.00. Air quality.**

60 *12.154.01. Purpose.* The purpose of this section is to continually protect the quality of air in Escambia  
61 County by regulating, or requiring compliance with the regulations governing land uses and/or activities  
62 which have, or may have point source emissions (also, see article 7).

63 ~~*12.15.02. Permits required.* Any development or land use activity including, but not limited to, industrial~~  
64 ~~and manufacturing activities, incineration and other activities which create or discharge emissions into~~  
65 ~~the air shall be required to obtain all requisite state and/or federal permits for such activity. To obtain a~~  
66 ~~burn permit the applicant must call the Florida Department of Forestry, Munson, Florida, (904) 957-~~  
67 ~~4590, either prior to the scheduled burn or the actual day of the proposed burn. No land development~~  
68 ~~or activity permit shall be issued by Escambia County to any applicant whose proposed or existing~~  
69 ~~activity discharges point source emissions into the air until the applicant has obtained the permits~~

70 herein required. Development activities approved by appropriate state or federal regulatory agencies  
71 shall be deemed to comply with the county's air quality provisions and standards.

72 *12.154.032. Continuing obligation.* All existing and future activities discharging emissions into the air  
73 have a continuing obligation to obtain and abide by all state and federal permits regarding treatment of  
74 emissions. In the event information comes available to any county official, such official shall notify the  
75 department. The inspections department shall immediately notify the operator of the facility and the  
76 owner of the real property, if not the operator, containing the facility, which is believed to be degrading  
77 air quality within the county and notify the appropriate regulatory agency of the alleged violation.

78

79 **12.165.00. Environmentally sensitive lands.**

80 Certain properties and lands within Escambia County provide important environmental and aesthetic  
81 functions and values and are, therefore, environmentally sensitive. It is the intent of this Code that  
82 degradation and development of environmentally sensitive lands, as defined by a local, federal or state  
83 agency, shall be avoided to the maximum extent possible. ~~Submittal of the applicable state and federal~~  
84 ~~environmentally sensitive land applications, permits, or letters of exemption shall be required prior to~~  
85 ~~final county approval of an application to impact environmentally sensitive lands.~~

86 *12.165.01. Protection required of environmentally sensitive lands.* All land use certificate/development  
87 permit applications are reviewed to determine if the subject property is an environmentally sensitive  
88 land, as defined. Pursuant to section 4.06.03.G., the CE or director may require additional information  
89 regarding protection of any of the resources listed in sections 12.13.00, 12.16.00 or 3.00.00 above. ~~The~~  
90 ~~CE or the director shall require applicants to obtain certifications from appropriate regulatory agencies,~~  
91 ~~recognized scientific experts, or other similar documentation such as natural resources quality testing~~  
92 ~~results, prior to approving site plans impacting environmentally sensitive lands.~~ The county engineer or  
93 director may require a buffer (section 7.13.03.N) to protect the quality of environmentally sensitive  
94 lands and minimize adverse impacts. Nothing in this section shall preclude the county from obtaining  
95 independent verification of documentation.

96 (Ord. No. 97-51, § 1, 10-2-1997; Ord. No. 2001-40, § 3, 8-2-2001; Ord. No. 2003-9, § 4, 3-20-2003)

97

98 **12.176.00. Bay protection interlocal agreement.**

99 Any development project which is located in the CHHA or exceeds the DRI threshold (in the Pensacola  
100 Bay watershed) shall be reviewed to determine if it exceeds the DRI thresholds specified in the 1995  
101 Interlocal Agreement on Pensacola Bay Protection. If a threshold is exceeded, the Cities of Pensacola  
102 and Gulf Breeze, plus Santa Rosa County shall be afforded an opportunity to comment on the project.  
103 This interlocal agreement is included as an appendix to this Code.

104 (Ord. No. 97-51, § 1, 10-2-1997)

105

ORDINANCE NO. 2012-\_\_\_\_\_

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), AMENDING THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY FLORIDA CONSISTENT WITH CHAPTER 2012-205, LAWS OF FLORIDA; AMENDING ARTICLES, 2, 4, 7, and 12 OF THE LAND DEVELOPMENT CODE (LDC); REMOVING REFERENCES FROM THE LDC REQUIRING AN APPLICANT TO OBTAIN A PERMIT OR APPROVAL FROM ANY STATE OR FEDERAL AGENCY AS A CONDITION OF PROCESSING A DEVELOPMENT PERMIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Escambia County Board of County Commissioners adopted the Escambia County Land Development Code (LDC) on February 23, 1996; and

**WHEREAS**, Chapter 2012-205, Laws of Florida, which took effect on July 1, 2012, significantly revised the laws governing issuance of development permits; and

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida, finds that it is appropriate to amend its Land Development Code consistent with Chapter 2012-205, Laws of Florida;

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

**Section 1. Purpose.**

The purpose of this ordinance is to amend the Escambia County Land Development Code consistent with Chapter 2012-205, Laws of Florida, removing references from the LDC requiring an applicant to obtain a permit or approval from any state or federal agency as a condition of processing a development permit.

**Section 2. Land Development Code Amendment.**

The Escambia County Land Development Code is amended as shown in the attached Exhibit A (additions are underlined and deletions are ~~struck through~~).

**Section 3. Severability.**

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



**Section 4. Inclusion in the code.**

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by F.S. § 125.68 (2011); and that the sections 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 its intentions.

**Section 5. Effective date.**

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

DONE AND ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2012.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Wilson B. Robertson, Chairman

By: \_\_\_\_\_ Date Executed: \_\_\_\_\_  
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

ATTACHMENTS: Articles 2, 4, 7 and 12, Escambia County Land Development Code

1 2.02.02. *Issuance of permits.* The county administrator, or his designee, is hereby authorized to issue  
2 permits for development when such development conforms to the requirements of this Code. However,  
3 anytime this Code or other duly adopted regulations require approvals by local boards, agencies, or  
4 organizations prior to county approval, including but not limited to the Santa Rosa Island Authority, the  
5 LPA, the BOA or the BCC, such approvals shall be evidenced to the county in advance of the issuance of  
6 the requested permit. This section shall not be interpreted as prohibiting conditional approvals of  
7 preliminary subdivision plats, site plans, master plans or other similar plans or proposals requiring state  
8 or federal permits. ~~However, no development activity may commence in areas regulated by state and~~  
9 ~~federal agencies unless all required state and federal permits have been obtained and copies provided~~  
10 ~~to the county administrator or his/her designee. At the applicant's risk, when permits are acquired by~~  
11 ~~default, they are considered to be obtained. However, nothing in this section shall relieve the developer~~  
12 ~~of the obligation to present the county with a copy of the final state and federal permits when they are~~  
13 ~~eventually received or required.~~ However, for any development permit application filed with the  
14 county, the county may not require as a condition of processing or issuing a development permit that an  
15 applicant obtain a permit or approval from any state or federal agency unless the agency has issued a  
16 final agency action that denies the federal or state permit before the county action on the local  
17 development permit. Issuance of a development permit by the county does not in any way create any  
18 rights in the part of the applicant to obtain a permit from a state or federal agency and does not create  
19 any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite  
20 approvals or fulfill the obligations imposed by the state or federal agency or undertakes actions that  
21 result in a violation of state or federal law.

22 2.13.02. *Development plan review.* For all development plans requiring review and approval through  
23 the development review committee as prescribed in article 4, the procedures and requirements of this  
24 subsection shall be followed. The level of final approving authority and extent of required public notice  
25 may vary among development plan types according to plan complexity, impact upon adjoining property  
26 or public systems, or other factors affecting sufficiency of review or public participation. Where the  
27 procedures of this subsection may differ with provisions of article 4, these procedures shall govern.

28 A. *Application.* All requests for review and approval of development plans through the DRC  
29 shall be submitted in application, together with the prescribed application forms, documents,  
30 and fees, to the planning and zoning department (the department) according to its established  
31 submittal checklists, procedures, and schedules. If the department determines through an initial  
32 completeness review that the application submittal does not contain the prescribed items, or  
33 review fees are not paid, the application shall not be accepted. Accepted submittals shall be  
34 distributed to reviewing departments for subsequent staff evaluation, and the department shall  
35 establish an application submittal deadline as the basis for timely completion of such  
36 evaluation.

37 1. *Plan requirements.* Clarity of presentation and documentation of compliance with  
38 the requirements of the Code and Comprehensive Plan shall be the principal  
39 requirement of development plans.

40 a. *Content and format.* A development plan shall accurately and legibly  
41 provide the information required by the provisions of the Code as applicable to  
42 the plan type, and according to the formats established by the reviewing  
43 departments for such plans.

44 b. *Certification.* All required engineering designs shall be prepared by a  
45 professional engineer licensed in the State of Florida pursuant to F.S. chs. 471  
46 and 472, as amended. Additionally, such designs shall require an appropriate  
47 seal and signature on the subject plans.

48 2. *Application forms and authorizations.* Development plan review application  
49 submittals shall utilize the forms prescribed by the department and include proof of  
50 current site ownership. A developer other than the current owner shall provide proof of  
51 owner authorization through an executed sales agreement or similar documentation.  
52 Additionally, if a person other than the developer executes the plan review application,  
53 a written power of attorney or agent's affidavit authorizing that person to sign the  
54 application shall be attached. Copies of plan application forms and application submittal  
55 checklists shall be available directly from the department or via the Internet through  
56 links at the Escambia County home page.

57 3. *Application fees.* Fees in amounts specified by the board of county commissioners  
58 shall be required for development plan review and shall be provided by the applicant at  
59 the time of application submittal. A schedule of such fees shall be maintained in the  
60 department.

61 4. *Effective period of application.* A development plan application shall be valid for a  
62 period of one year from the initial date of submittal to the county. An application shall  
63 automatically expire and become null and void if, within the effective period, the  
64 applicant has not submitted to the department a final plan resolving any remaining  
65 review issues, or a written request for a final determination on the application.  
66 However, upon written request and documentation by an applicant that resolution of  
67 identified review issues is continuing in good faith, the department may, in writing,  
68 grant one 6-month extension to an application's effective period. These provisions shall  
69 apply to all pending applications, regardless of the date of submittal.

70 5. *Reapplication.* If the final determination of a development plan application  
71 submittal is denial, or the application has expired, and if the applicant chooses to  
72 proceed with development review, a new application shall be submitted for review and  
73 approval subject to the Code and Comprehensive Plan provisions, fees, and schedules in  
74 effect at the time of the new application.

75 B. *Public notification.* Specific public notification requirements may vary by development plan  
76 type as prescribed in article 4, but meetings of the DRC shall be noticed in advance through legal  
77 advertisements published in a local newspaper of general circulation. Meeting agendas shall be

78 available from the department and through the Internet on the Escambia County home page at  
79 least two days prior to the meetings. Development plans requiring a subsequent review and  
80 final determination by the planning board and/or the BCC shall provide public notification  
81 consistent with the established procedures for such review.

82 C. *Plan review criteria.* The principle issues considered during development plan review and  
83 approval are outlined herein. However, applicability varies among plan types, and to avoid  
84 potential plan resubmittal and additional review fees, applicants shall refer to the specific  
85 requirements and standards within the Code and Comprehensive Plan and substantially resolve  
86 issues identified therein before plan application is made. If uncertainty exists, the applicant shall  
87 seek clarification from appropriate county staff through individual contact or a scheduled  
88 preapplication conference with technical plan reviewers. In applying the provisions of the Code,  
89 said provisions shall be considered minimum provisions.

90 1. *Location and land use.* The provisions of the established zoning districts, future land  
91 use categories, and special overlays or zones shall collectively be the principal guide in  
92 determining the conformance of a proposed use within a specific site. These provisions  
93 include, but are not limited to, intent and purpose of a district, category, overlay and/or  
94 zone; residential density and/or intensity of nonresidential development; permitted,  
95 prohibited, and conditional uses; and minimum lot area and/or width, minimum yards,  
96 maximum impervious cover, and other site and building requirements. Primary  
97 references include articles 6, 7, 11, 12, and 13 of the Code and chapter 7 of the  
98 Comprehensive Plan.

99 2. *Concurrency and provision of adequate public services.* Stormwater drainage,  
100 sanitary sewer, potable water, mass transit, solid waste, recreation and open space, and  
101 traffic have established level of service (LOS) standards that shall be maintained  
102 concurrently with a development's impacts on those systems, facilities, and services. In  
103 addition to improvements necessary to maintain LOS standards, fire protection and  
104 other infrastructure needs shall be addressed. Primary references include articles 5 and  
105 7 of the Code.

106 3. *Streets, access, internal circulation, and parking.* Streets, driveways, and areas for  
107 the internal circulation and parking of vehicles shall be located, designed, and controlled  
108 so as to provide for safe and convenient access from adjoining streets and  
109 accommodation of on site needs. Among factors to be considered are the character and  
110 location of existing and proposed streets, driveways, and drive aisles; the number, size,  
111 arrangement, and accessibility of parking stalls, loading areas, and pedestrian accesses;  
112 and the means of access to buildings for fire-fighting apparatus and other emergency  
113 vehicles. Primary references include articles 4 and 7 of the Code.

114 4. *Stormwater management.* On-site facilities shall be provided to limit stormwater  
115 run-off volumes, rates, and timing from proposed development to that which would

116 have been expected from the development site under natural or predeveloped  
117 conditions for critical duration design storms. The site drainage plan shall include  
118 practical means of reducing the amount of pollution generated by the project to a level  
119 compatible with current Florida water quality standards. The plan shall also document  
120 maintenance of drainage facilities. All stormwater management plans shall be designed,  
121 signed, and sealed by a Florida licensed professional engineer and approved by the  
122 county engineer. Additionally, construction in flood prone areas shall comply with  
123 county flood hazard prevention regulations. Primary references include articles 7 and 10  
124 of the Code.

125 5. *Landscaping, open space, off-site impacts, and signs.* Landscaping shall be addressed  
126 as applicable so as to utilize existing trees and other vegetation, limit stormwater run-  
127 off, prevent erosion, buffer between certain adjoining uses, and for other purposes  
128 established by the Code. Open space shall be provided so as to allow adequate light and  
129 air, facilitate surface water drainage and aquifer recharge, provide sufficient separation  
130 between buildings, uses, and site boundaries, and for other purposes established by the  
131 Code. In addition to landscaping and open space, structural screening or enclosure of  
132 materials and/or activities may be required to limit off-site impacts. Typical sign  
133 limitations include height, area, location, and quantity. Primary references include  
134 articles 7 and 8 of the Code.

135 6. *Wetland, aquifer, and other environmental impacts.* Adverse impacts to wetlands  
136 and other environmentally sensitive lands shall be avoided or otherwise minimized, and  
137 shall be mitigated when avoidance cannot be achieved through development  
138 modifications. The presence on site of facilities or materials that may endanger the sand  
139 and gravel aquifer or impair public potable water supply wells are limited or prohibited,  
140 and shall be addressed as applicable. For sites on Santa Rosa Island or Perdido Key, the  
141 prohibition of importation, transfer, and use of materials discoloring to barrier island  
142 white sands shall be addressed. Primary references include articles 7 and 12 of the Code  
143 and chapter 11 of the Comprehensive Plan.

144 7. *Other reviews, approvals and determinations.* Various uses, conditions, or  
145 characteristics of proposed development may require documentation of other approvals  
146 or determinations. As prescribed in article 4, a development plan may require a  
147 preapplication conference with technical review staff and/or master plan review and  
148 approval through the DRC. Additional nonDRC county administrative approvals, as  
149 described within this article, may also be required; including, but not limited to,  
150 variance, conditional use, rezoning, and Comprehensive Plan amendment. ~~Other~~  
151 ~~noncounty approvals may include, but are not limited to, stormwater discharge,~~  
152 ~~wetland fill, and access to state rights-of-way.~~

153

1 4.02.05. *Preliminary plat and construction plans.*

2 A. *Application procedure.* The applicant shall file with the department a written application for  
3 approval of the preliminary plat and construction plans, together with three copies of the  
4 preliminary plat and construction plans and other information indicated on the preliminary plat and  
5 construction plans approval checklist package available through the planning and zoning  
6 department.

7 1. *Department.* Within 30 working days of receipt of a preliminary plat and construction  
8 plans submittal, the planning and zoning department shall determine whether the preliminary  
9 plat and construction plans submittal is complete and inform the applicant in writing of any  
10 deficiencies. The applicant may submit an amended preliminary plat and construction plans  
11 submittal within six months without payment of an additional fee. If more than six months  
12 have elapsed the applicant must thereafter initiate a new application and pay a new fee.

13 2. *Division manager, development services.* The division manager, development services shall  
14 review the preliminary plat and construction plans submittal and shall transmit the division  
15 manager, development services' recommended approval, conditional approval, or disapproval  
16 to the DRC within 30 working days of the determination that the submittal is complete. The  
17 applicant shall have the option of appealing the decision of the division manager, development  
18 services pursuant to the provisions of section 2.04.00 of this Code.

19 3. *Development review committee (DRC).* The department shall then transmit a copy of the  
20 preliminary plat and construction plans submittal to the DRC. The DRC shall review the plat,  
21 including the construction plans, and recommendation of the division manager, development  
22 services within ten working days. The DRC shall determine whether the submittal warrants  
23 approval, conditional approval or denial and in the case of an approval or conditional approval  
24 shall issue a development order for the preliminary plat and construction plans.

25 B. *Submission requirements.* The submission requirements for preliminary plats and construction  
26 plans shall be as set forth separately, below. The preliminary plat shall include the information  
27 listed in this subsection. The preliminary plat shall be signed and sealed by a State of Florida  
28 licensed professional engineer. Notes should be used whenever possible on the preliminary plat to  
29 explain, verify or identify additional information that is important to the understanding of the site  
30 and the plan for development. All property being subdivided shall have the appropriate zoning and  
31 future land use map designation for the land uses and densities being proposed.

32 As a minimum, the preliminary plat package shall include:

33 1. A vicinity map of the area at a minimum scale of 400 feet to the inch, showing all adjacent  
34 existing subdivisions (including names and recording data), the tract lines of acreage parcels of  
35 land, all street and alley lines immediately adjoining the proposed subdivision, and between it  
36 and the nearest highway or thoroughfare, public facilities, and jurisdictional boundary lines.

- 37 2. A minimum horizontal scale of 100 feet to the inch.
- 38 3. The name of the proposed subdivision.
- 39 4. A legal description of the property, referenced to the section, township and range, as  
40 applicable. If in a land grant, the preliminary plat will so state. The initial point in the  
41 description shall be tied to the nearest government corner or other recorded and well-  
42 established corner. Section lines and 40-acre section lines occurring in the platted land shall be  
43 indicated by lines drawn upon the preliminary plat, with appropriate notes.
- 44 5. A survey, signed and sealed by a registered land surveyor, accurate in scale of the property  
45 to be subdivided. Recording or survey discrepancies of adjoining or referenced tracts shall be  
46 shown in detail.
- 47 6. The future land use map designation; zoning and development characteristics surrounding  
48 the site.
- 49 7. The existing zoning of the site, the proposed minimum lot size, the proposed residential,  
50 commercial and industrial land use type(s) and the residential density.
- 51 8. The names of all abutting subdivisions and the location of adjoining platted lots and parcel  
52 lines within 100 feet of the subdivision (if unplatted, so state).
- 53 9. The existing utility and surface water management system, easements and improvements,  
54 including buildings located on the tract.
- 55 10. The lot design, including:
- 56 a. Total number of lots and/or blocks.
- 57 b. Lots, drawn to scale, and typical lot dimensions.
- 58 c. Tracts for multifamily development.
- 59 d. Setbacks from streets and highways.
- 60 11. Approximate phasing of the project, if applicable.
- 61 12. The location of all sites for multifamily, commercial, industrial, utility, institutional or  
62 recreational uses and other public, semi-public and private uses exclusive of single-family  
63 residential lots.
- 64 13. Physical/environmental conditions, including:
- 65 a. Existing contours at one-foot intervals or as required by county engineer referenced to  
66 NGVD datum.

67 b. Identification of on-site soils using the USDA Soil Classification System. A licensed  
68 professional engineer or professional geologist shall determine the anticipated wet  
69 season water table.

70 c. The location, depth and extent of all soils defined as unsuitable or nonrated for  
71 development where development is proposed to encroach into areas containing such  
72 soils.

73 d. Identification of all protected threatened and endangered species habitat and  
74 environmentally sensitive lands governed by state, local, and/or federal regulations; state,  
75 local, and federal wetland jurisdictional boundaries including date of wetland delineation;  
76 all identified conservation areas which are to be retained and noted as a "conservation  
77 easement."

78 e. One hundred-year flood elevation data for all developments as indicated on the flood  
79 insurance rate map (FIRM), dated August 19, 1987, or latest revision, prepared by the  
80 Federal Emergency Management Agency unless a naturally running watercourse is  
81 located within the development and the watercourse is used for stormwater storage or is  
82 otherwise diverted or dammed, then the calculated 100-year flood elevations must be  
83 indicated on the plan.

84 f. Protected and/or preserved trees for those projects required to identify such trees.

85 14. Existing and required (proposed) improvements including the following:

86 a. Name, location and right-of-way width of all existing streets noting roadway surface  
87 (paved, clay, shell, etc.), rights-of-way and platted streets within 500 feet of the proposed  
88 entrance(s) of the proposed subdivision.

89 b. Proposed streets, including:

90 i. Name or temporary designation and right-of-way width;

91 ii. Where applicable, typical design cross section indicating pavement type, width,  
92 surface water management features, sewers and water main location and  
93 sidewalk/bikeways or other labor intensive facilities. Separate cross sections for all  
94 entrance roads featuring medians, with a note explaining maintenance and  
95 ownership responsibility;

96 c. Note explaining any proposed vacation of rights-of-way.

97 15. Proposed method and source of water supply and wastewater disposal. The developer  
98 shall show the points of connection to the existing systems.

99 16. The stormwater management plan with a schematic diagram of the proposed stormwater  
100 collection system, method of pollution/erosion control and stormwater retention/detention



101 with preliminary calculations as to pond sizing if ponds are preferred or required. The  
102 direction of flow for all surface drainage and existing storm sewers on or abutting the tract.  
103 Stormwater retention/detention areas so designated on the plat and proposed ownership.  
104 ~~Runoff and sedimentation shall be controlled in accordance with the provisions of this Code,~~  
105 ~~and other applicable county, state and federal laws, rules or regulations. Additionally, all~~  
106 ~~stormwater management plans shall meet the following adopted level of service standards:~~

- 107 a. Retention of the first half-inch of runoff; and
- 108 b. Postdevelopment runoff shall not exceed the predevelopment runoff rate for a 25-  
109 year storm of critical duration, up to and including an event with a 24-hour duration.
- 110 ~~c. Design, performance, applicability and other standards shall be consistent with the~~  
111 ~~provisions of F.A.C. ch. 17-25, as amended, and F.A.C. 17-3.02, as amended, and as~~  
112 ~~required by section 7.15.00 of this Code.~~

113 17. Proposed shoreline vegetation alteration shall be indicated.

114 18. Location, width, purpose and maintenance responsibilities for all proposed easements,  
115 facilities, or rights-of-way other than for streets.

116 19. Compliance with the comprehensive plan and other relevant provisions of this Code.

117 20. Copies of any proposed covenants and restrictions relevant to the preliminary plat for a  
118 subdivision, including the following:

- 119 a. Deed restrictions.
- 120 b. Operation and maintenance responsibilities for stormwater/drainage facilities,  
121 including any required dedications.
- 122 c. Maintenance responsibilities for conservation easements or environmentally sensitive  
123 areas.
- 124 d. Maintenance responsibilities for any private streets or infrastructure.
- 125 e. Property owner association documents, by whatever name called.
- 126 f. Any other documentation or information necessary for a complete understanding of  
127 the provisions, terms or conditions (expressed or implied) on the preliminary plat.

128 21. A list and description of all variances from this article and this Code granted by the BOA  
129 for the subdivision.

130 22. All plats for lands which contain coastal properties as defined herein shall be submitted  
131 with a certified boundary survey showing the mean high water line as defined by F.S. ch. 177,  
132 pt. II, "Coastal Mapping" and be prepared by a licensed professional surveyor or mapper. The

133 survey procedure used to determine the mean high water line must be approved by the  
134 department of environmental protection, bureau of surveying and mapping.

135 C. *Effective period of preliminary plat and construction plans approval.* The preliminary plat and  
136 construction plans shall be effective for a period of two years from the date that the preliminary  
137 plat is approved by the county, at the end of which time the applicant must have submitted a final  
138 plat for approval. If the final plat is not submitted for approval within the two-year period, the  
139 preliminary plat and construction plans approval shall be null and void, and the applicant shall be  
140 required to resubmit a new preliminary plat and construction plans for review subject to the then  
141 existing land development regulations. However, an applicant may request a one-time 12-month  
142 extension from the director of planning and zoning. The director may grant the extension if good  
143 cause is shown for needing the additional time. Good cause could include the size or scale of the  
144 project or circumstances beyond the applicant's control such as an act of God or labor shortage.

145

146 4.02.06. *Construction plans.* The plans shall be reviewed by the division manager, development services  
147 and approved/disapproved within 30 working days. Construction plans shall be prepared for required  
148 improvements with the following minimum requirements:

149 A. Horizontal control of the subdivision with radii of curves, lengths of tangents, and central angles  
150 of streets.

151 B. A minimum of two benchmarks shall be shown on the plans, not more than 1,500 feet apart.  
152 Benchmarks shall not be required at closer intervals than 600 feet. Plans shall indicate the location,  
153 elevation and description of all benchmarks to include section, township, and range reference with  
154 departures and distances to location.

155 C. Plans and profiles of each proposed street, including private streets, at a horizontal scale of 50  
156 feet or less to the inch, and vertical scale of five feet or less to the inch, with tentative grades  
157 indicated; including plans and profiles of proposed sanitary sewers, also stormwater sewers if  
158 required, or use of grassed swales with grades and sizes indicated.

159 D. A complete grading and erosion control plan shall be submitted to the division manager,  
160 development services as part of the construction plans. The plan shall indicate the proposed  
161 direction of flow of the area within the subdivision not a part of the infrastructure. This can be  
162 accomplished with flow directional arrows. This information shall be included on the site plans  
163 associated with the building permit application for lots within the respective subdivision. Minimum  
164 finished habitable floor elevation (excluding basements) shall be eight inches above the finished  
165 grade of the lot. If no sod is installed, elevation shall be ten inches above the finished grade of the  
166 lot. Finished grade shall be sloped from the foundation 2 1/2 inches within ten feet or less including  
167 sidewalks, patios and driveways and then sloped, at a minimum one-sixteenth inch per foot to a  
168 positive outfall. A positive outfall for a lot within a subdivision approved since April 1973 shall be  
169 defined as the drainage system filed and approved by Escambia County. A positive outfall for all

170 other lots or parcels shall be to an existing county or state drainage system. Treated stormwater  
171 may be discharged into surface water bodies; however, channeling untreated runoff directly into  
172 water bodies or functioning wetlands is prohibited.

173 E. A plan showing the location and typical cross sections of street pavements including concrete  
174 curbing, sidewalks, bikeways, utility and drainage easements, rights-of-way, manholes, and catch  
175 basins; the location, size and invert elevations of existing and proposed wastewater sewers and  
176 storm sewers and the location and size of existing and proposed water, gas, and other underground  
177 utilities or structures mains.

178 F. All technical specifications and requirements described in article 7 of this Code, including a  
179 stormwater management plan and all relevant technical construction specifications contained  
180 within the county specifications manual as approved and periodically updated by the division  
181 manager, development services. Drainage calculations and plans shall be based on the level of  
182 service requirements established within this Code and the comprehensive plan. The plans shall  
183 include all necessary calculations and documentation demonstrating the adequacy of the existing  
184 and proposed facilities. The division manager, development services shall require that the design of  
185 drainage construction for major channels or under arterial and collector roads be predicated upon,  
186 and designed to control stormwater from, at least a 100-year storm event. The facilities shall be  
187 designed for a 25-year storm event (See section 7.15.00). Compliance with rules and regulations of  
188 state and federal regulatory agencies, including, but not limited to the Florida Department of  
189 Environmental Protection, Florida Department of Transportation, United States Environmental  
190 Protection Agency and the U.S. Corps of Engineers is the responsibility of the developer and/or his  
191 licensed professional engineer, ~~and proof of such compliance must be submitted prior to the~~  
192 ~~approval of the construction plans.~~

193 G. All construction plans and supporting documents submitted to the division manager,  
194 development services for review and approval shall bear the date, seal and signature of the  
195 engineer-of-record responsible for the design.

1 **7.08.00. Marine/estuarine/riverine setback.**

2 A. *Intent.* Escambia County recognizes the importance of wetlands and areas of water-land interface  
3 in maintaining a healthy environment. The integrity of these sensitive areas will be protected by  
4 requiring shorelines to be retained in their natural state along the banks of all marine, estuarine,  
5 and riverine systems to the extent possible. This section is established to attain the following  
6 objectives:

- 7 1. Prevent and/or reduce erosion;  
8 2. Trap the sediment in overland runoff;  
9 3. Protect indigenous wetlands and estuarine flora, fauna, and habitat; and  
10 4. Retain and enhance physical and visual aesthetics of riverine and estuarine systems.

11 B. *Construction setback standards.* With the exception of bulkheads, gazebos, docks, walkways,  
12 piers, and boathouses, in areas containing marine, estuarine, or riverine systems there shall be no  
13 new construction between mean sea level (M.S.L.) established by the National Geodetic Vertical  
14 Datum of 1929 and an elevation of plus (+) 1.5 feet, or within a minimum of 30 feet from the  
15 mean or ordinary high tide, whichever is greater. These restrictions apply to all the  
16 unincorporated areas of Escambia County under the jurisdiction of the BCC which front on or are  
17 contiguous to the waters of Escambia Bay, Pensacola Bay, Perdido Bay, Big Lagoon, Old River,  
18 Bayou Grande, Bayou Chico, Santa Rosa Sound and including all rivers and waterways within the  
19 unincorporated areas of the county. ~~All applicable federal and state permits shall be obtained  
20 prior to issuance of a land use certificate and the issuance of said permits shall be deemed full  
21 satisfaction of the terms of this section provided such permit addresses all relevant items in this  
22 section.~~

23 C. *Exceptions.* The following exceptions to the marine/estuarine/riverine setback (MERS) line are  
24 provided:

25 ~~1. *Landward wetlands.* If the possibility exists that significant wetlands extend landward of the  
26 MERS line, as determined from either a department of the Interior Wetlands Inventory map or  
27 a copy of the most current Federal Emergency Management Agency Floodway Flood Boundary  
28 and Floodway Map, the applicant will be required to provide the county with documentation  
29 showing approval from the Florida Department of Environmental Protection (DEP) and/or  
30 Army Corps of Engineers before a land use certificate is issued.~~

31 ~~2. *Waterward exception.* If the applicant requests siting of a structure or conducting an activity  
32 prohibited by this article waterward of the MERS line by no more than 15 feet and no  
33 wetlands or highly eroding lands are present between the MERS line and the water's edge, as  
34 determined by a wetlands inventory map or a copy of the most current Federal Emergency  
35 Management Agency Floodway Flood Boundary and Floodway Map or an on-site inspection,  
36 the applicant will be required to provide the county with documentation showing approval  
37 from the Florida Department of Environmental Protection (DEP)/Army Corps of Engineers  
38 before a land use certificate is issued.~~

39 D. *Shoreline protection.* The use of natural means, i.e., vegetation and beach renourishment, shall be  
40 used to stabilize erosion prone areas and shall be designed and implemented in accordance with  
41 sound environmental and engineering practice. Natural erosion control methods create a buffer

42 zone providing for a greater chance of natural recovery, the normal progress of natural processes,  
43 and the entrapment of sediment laden waters.

44 1. *Vegetation.* The vegetation used in erosion control methods shall be those indigenous to the  
45 region.

46 2. *Grading.* Site grading, excavating or other activities which significantly disturb the property  
47 shall be allowed waterward of the MERS line only if it is consistent with the intent of this  
48 Code.

49 3. *Structure location.* Applicants are encouraged to place all structures, except those which are  
50 water dependent, as far landward of the MERS line as practical.

51 E. *Seawalls.* Rigid shore protection structures shall not be permitted waterward of the mean high  
52 water line except as herein authorized. The use of rigid shore protection structures may cause  
53 significant environmental impacts. These impacts can result in increased overland runoff, loss of  
54 valuable topsoil, increased water turbidity, loss of wildlife habitat, and the loss of the natural  
55 amenity associated with shoreline areas.

56 F. *Repair.* The repair of an existing functional shore protection structure shall be exempted from the  
57 setback of this article. Prior to the repair of any shore protection structure, the property owner  
58 must notify the county of the intended work, the extent of the work contemplated, notify all  
59 appropriate state and federal agencies, and meet all state and federal regulations.

60 G. *Beach access.* Beach accesses shall be maintained to the greatest extent practical.

61 H. *Emergencies.*

62 1. This article shall not be construed to prevent the doing of any act necessary to prevent  
63 material harm to or the destruction of real or personal property as a result of a present  
64 emergency (as defined by F.A.C. ch. 16B-33), under those circumstances the necessity of  
65 obtaining a permit is impractical and would cause undue hardship in the protection of life and  
66 property.

67 2. A report of any such emergency action shall be made to the director or division manager,  
68 development services by the owner or person in control of the property upon which  
69 emergency action was taken as soon as practicable, but no more than ten calendar days  
70 following such action. Remedial action may be required by the director or division manager,  
71 development services to assure lands are put back to the status quo subject to appeal to BCC  
72 in the event of a dispute.

73 (Ord. No. 2007-60, § 4, 10-4-2007)

74 **Cross references:** Waterways, pt. I, ch. 102.

75

## 76 **7.09.00. Mobile homes.**

77 A. *Mobile homes on individual lots.* When a mobile home is permitted for residential use in any  
78 district, such mobile home shall meet all minimum requirements for a single-family residence in  
79 said district. A mobile home shall not be stored or parked on any public street or alley within any  
80 residential district. NOTE: Except for emergency situations, as determined by the SIRA or BCC,  
81 mobile homes are not permitted anywhere on Pensacola Beach or Perdido Key.

82 B. *Mobile home as guest residence.* A guest residence of not more than one per dwelling unit (d.u.)  
83 per lot may be authorized as a conditional use in the districts within which mobile homes are  
84 allowed as guest residences (i.e., R-3) provided that the following criteria are met:

- 85 1. *Principal residence.* The applicant must reside in the principal residence on the lot, parcel,  
86 tract, where the mobile home(s) as guests residences are requested;
- 87 2. *Minimum lot size.* The lot, parcel or tract must contain at least two acres in order for two  
88 mobile homes to be utilized as guests residences; otherwise, only one mobile home will be  
89 allowed as a guest residence. NOTE: No more than two mobile homes may be used for guest  
90 residences regardless of the size of the parcel in excess of two acres;
- 91 3. *Facade.* The mobile home(s) must be of a similar or simulated exterior finish material that is in  
92 general keeping with the principal residence and the neighborhood;
- 93 4. *Installation.* The mobile home(s) must be completely skirted, tied down and meet all other  
94 building, safety and sanitary code requirements of the county;
- 95 5. *Setbacks.* The mobile home(s) must meet all other zoning setbacks and requirements;
- 96 6. *Site plan.* The applicant must submit a scaled site plan showing conformance with this section;  
97 and
- 98 7. *Other uses.* Under no circumstances will the applicant be allowed to utilize the mobile home  
99 for any use other than a guest residence.

100 C. *Mobile home parks.* A mobile home park shall have a minimum of five mobile home spaces. No  
101 space may be occupied until five spaces are completed and ready for occupancy. In addition to  
102 compliance with applicable state statutes and administrative rules for mobile home parks, the  
103 following standards shall apply to all mobile home parks:

- 104 ~~1. *State permits.* All necessary State of Florida permits, certificates and approvals for~~  
105 ~~development and operation of a proposed mobile home park shall be obtained prior to a~~  
106 ~~request for a land use certificate for that development.~~
- 107 21. *Site plan.* An application for a land use certificate to develop a mobile home park shall be  
108 accompanied by a site plan drawn to scale, prepared by a registered land surveyor or  
109 professional engineer showing:
  - 110 a. Location and legal description of the proposed mobile home park, name and address of  
111 owner and owners of adjacent tracts;
  - 112 b. Motor vehicle entry and exits, internal traffic circulation patterns and off-street parking;
  - 113 c. Location and size of all mobile home spaces, tenant storage facilities, improvements,  
114 drainage structures, and facilities proposed for construction;
  - 115 d. Location and details of perimeter walls, fences, hedges and landscaping;
  - 116 e. The mobile home(s) must be completely skirted, tied down and meet all other building,  
117 safety and sanitary code requirements of the county; and
  - 118 f. That the proposed mobile home park complies with other site plan requirements (see  
119 article 4).

120 D. *Mobile home subdivisions.* The proposed mobile home subdivision shall comply with all  
121 regulations pertaining to site and building requirements for the district containing the proposed

122 subdivision, except minimum lot area, if sewerred, may be 4,000 square feet. Mobile home  
123 subdivisions shall comply with the current subdivision regulations.

124 (Ord. No. 97-51, § 1, 10-2-1997; Ord. No. 2001-52, § 2, 9-20-2001)

125 **7.13.00. Wetlands and environmentally sensitive lands.**

126 **7.13.01. Findings and purpose.** The Escambia County Board of County Commissioners (hereinafter  
127 "board") finds that wetlands and environmentally sensitive lands are indispensable and fragile resources  
128 that provide many public benefits including maintenance of surface and groundwater quality through  
129 nutrient cycling and sediment trapping, as well as flood and stormwater runoff control through  
130 temporary water storage, slow release, and groundwater recharge. In addition, wetlands and  
131 environmentally sensitive lands provide open space; passive outdoor recreation, education, and  
132 scientific study opportunities; critical wildlife habitat for fish, amphibians, reptiles, migratory waterfowl,  
133 and rare, threatened or endangered animal and plant species; and pollution treatment by serving as  
134 biological and chemical oxidation basins.

135 A considerable number of these important natural resources in Escambia County have been lost or  
136 impaired by draining, dredging, filling, excavating, building, pollution, and other acts. Preservation of the  
137 remaining Escambia County wetlands and environmentally sensitive lands in a natural condition shall be  
138 and is necessary to maintain hydrological, economic, recreational, and aesthetic natural resource values  
139 for existing and future residents of Escambia County. Therefore, the board desires to achieve a long-  
140 term goal of net gain of wetlands and environmentally sensitive lands to be accomplished through  
141 review of degraded or destroyed wetlands and environmentally sensitive lands in Escambia County, and  
142 through cooperative work with landowners, using incentives and agreements to restore and purchase  
143 wetlands and environmentally sensitive lands.

144 To achieve these goals, it is therefore necessary for the board to ensure maximum protection for  
145 wetlands and environmentally sensitive lands by discouraging development activities that may adversely  
146 affect wetlands and environmentally sensitive lands, while encouraging development activities which  
147 avoid and minimize adverse impacts to wetlands and environmentally sensitive lands.

148 The purpose of this section is to promote wetland and environmentally sensitive land protection, while  
149 taking into account varying ecological, economic development, recreational, and aesthetic values.  
150 Activities that may damage wetlands or environmentally sensitive lands should be located on upland  
151 sites to the greatest degree practicable as determined through a permitting process. The objective of  
152 this ordinance is to protect wetlands and environmentally sensitive lands from alterations that will  
153 adversely impact or reduce their primary functions for water quality improvement, floodplain and  
154 erosion control, groundwater recharge, educational and aesthetic nature, and wildlife habitat, especially  
155 for species listed as threatened, endangered, or of special concern by local, state or federal agencies.  
156 Provided that when insufficient uplands exist for construction of one single-family dwelling unit on a lot  
157 of record less than five acres in size, applications for a building permit shall be exempt from the wetland  
158 review and permitting requirements of this ordinance, provided the total area of dredging or filling in  
159 wetlands for the residence and associated residential improvements shall not exceed 4,000 square feet,  
160 and the total area of clearing in wetlands (including the dredging and filling for the residence and  
161 associated residential improvements) shall not exceed 6,000 square feet on the contiguous property  
162 owned by the applicant. The board of county commissioners may also exempt utilities when necessary.

163 **7.13.02. Identification of wetlands and environmentally sensitive lands threatened and endangered**  
164 **species habitat.** The applicant for development approval shall utilize the National Wetlands Inventory  
165 Map and the Escambia County Soils Survey, FF&WCC-LANDSAT Imagery, the Escambia County

166 Geographic Information System, or other reliable information, to determine if the site has potential for  
167 containing wetlands or threatened and endangered species habitat. If the potential exists, a site specific  
168 survey shall be conducted, and such survey will include in the delineation all such wetlands and  
169 threatened and endangered species habitat on the subject parcel. All site-specific surveys shall be  
170 conducted and completed by the applicant, and approved by the division manager, development  
171 services in accordance with the State of Florida wetland delineation method as set forth in F.S. §  
172 373.042 and F.A.C. § 62-340.300. Such determination shall be used to determine the buildable area of  
173 the parcel or lot. No development permit may be issued without acceptable mitigation if the permitted  
174 activities would threaten the life or habitat of any threatened or endangered species listed by state,  
175 local, or federal agencies.

176 **7.13.03. Protection standards.** As a minimum, the following performance standards apply to the  
177 protection of wetlands and threatened and endangered species. These performance standards shall be  
178 achieved through a review and permitting process. ~~No detrimental activities that may cause negative  
179 impacts to natural resources shall occur in wetlands or threatened and endangered species habitat until  
180 all required federal, state, and local permits have been issued. Where United States Army Corps of  
181 Engineers Nationwide Permits (NWP) 14 and 39 are applicable, Escambia County will accept the permit  
182 as being issued after verification that the 45-day response period has elapsed, as long as the applicant  
183 can provide documentation that a complete application was filed with the Army Corps of Engineers. A  
184 complete application is one that provides all the information required under federal law, including a  
185 preconstruction notification. Additional protection standards may be promulgated and/or imposed by  
186 state or federal regulatory agencies, the director, and/or the board, in the event that it is determined  
187 that an additional standard(s) is appropriate and required to protect the functions of the wetlands or  
188 sensitive environmental resources:-~~

- 189 A. Untreated runoff channeled directly into water bodies or wetlands is prohibited.
- 190 B. Development and construction techniques shall be compatible with the soil conditions that are  
191 specific to the site. If deemed necessary, the director shall require soil borings and tests  
192 conducted by a licensed testing facility.
- 193 C. The natural functions of wetlands and threatened and endangered species habitat shall be  
194 protected. If a person proposes to impact wetlands or threatened and endangered species  
195 habitat, then he or she shall deliver to the county an application which will provide written  
196 documentation to demonstrate that impacts to wetlands and threatened and endangered species  
197 habitat have been avoided to the maximum extent possible. If impacts are unavoidable, the  
198 applicant shall demonstrate that impacts to wetlands and threatened and endangered species  
199 habitat have been minimized to the maximum extent possible. If the applicant has demonstrated  
200 adequate minimization of unavoidable impacts, then, and only then, the applicant may submit a  
201 mitigation plan for review and consideration. Development in wetlands shall not be allowed  
202 unless sufficient uplands do not exist to avoid a taking. In this case, development shall be  
203 restricted to allow residential density use at a maximum density of one unit per five acres, or to  
204 the density established by the future land use map containing the parcel, whichever is more  
205 restrictive, or one unit per lot of record as of February 8, 1996, if the lot of record is less than five  
206 acres in size. Lots of record do not include contiguous multiple lots under single ownership.
- 207 Mitigation will be allowed only when avoidance of any adverse degradation of the function of  
208 wetlands, or threatened and endangered species habitat, during development can not be



209 achieved through modifications to the proposed development such as clustering, vertical  
210 development and the like. Mitigation procedures are required in any case where development  
211 degrades estuaries, wetlands, bayous, harbors, rivers, surface waters, submerged aquatic  
212 vegetation, and threatened and endangered species habitat. Degradation means any  
213 modifications, alterations, or effects on waters, wetlands, surface areas, species composition, or  
214 usefulness for human or natural uses which are or may potentially be harmful or injurious to  
215 human health, welfare, safety or property, to biological productivity, species diversity, or  
216 ecosystem stability which unreasonably interferes with the functions and values of natural  
217 resources on the property, including outdoor recreation. Degradation shall also include secondary  
218 or cumulative impacts to off-site wetlands and threatened and endangered species habitat in the  
219 watershed. The minimum 30-foot buffer requirement (section 7.13.03.N) will satisfy the county's  
220 secondary impact concerns.

221 Mitigation usually consists of measures which compensate for, or enhance, the aspects of the  
222 project that do not otherwise meet permitting criteria or to compensate for unavoidable natural  
223 resource losses. It may include purchase, creation, restoration, and/or enhancement of wetlands,  
224 performing works or modification that causes a net improvement in water quality or aquatic  
225 habitat, or enhancement of the hydrology of wetland areas which have been altered, impounded  
226 or drained. Before considering mitigation, all reasonable measures must first be taken to avoid  
227 and minimize the adverse impacts to natural resources which otherwise rendered the project  
228 unpermissible. Compensatory mitigation, by which wetlands and threatened and endangered  
229 species habitat are purchased, created, enhanced and/or restored to compensate for the loss of  
230 such lands, should be of the same type, or should replace the same functions and values, as that  
231 destroyed or degraded.

232 ~~The applicant for development approval shall submit to the county copies of any applicable local,~~  
233 ~~state and federal applications, permits, authorizations, letters of exemption, or statements prior~~  
234 ~~to review by the county if activities conducted pursuant to such county issued permit would~~  
235 ~~impact any natural resource requiring mitigation under this section. The county's mitigation~~  
236 ~~provisions and standards are primary.~~

237 The county shall establish a system for mitigation banking or an in-lieu fee program, to be  
238 accepted by the USACOE and the FDEP, whereby the applicant may financially contribute to a fund  
239 to purchase or restore wetlands and environmentally sensitive lands. (Ord. No. 97-51, Section 1,  
240 10-2-1997)

241 D. The mitigation plan submitted to the county shall provide details of the applicant's creation,  
242 restoration, enhancement, and/or preservation intentions to compensate for the unavoidable  
243 impacts to wetlands and threatened and endangered species habitat. The mitigation plan shall  
244 include provisions for the replacement of the predominant functional values of the lost wetlands  
245 and threatened and endangered species habitat. Wetland mitigation plans shall be based on the  
246 Uniform Mitigation Assessment Method in F.S. 373.414(18), as amended, and Fla. Admin. Code ch.  
247 62-345, as amended.

248 The mitigation plan shall comply with all federal, state, and local laws and regulations. On a case  
249 by case basis, the county may require additional mitigation beyond what the USACOE and FDEP  
250 require. The mitigation plan will specify the criteria by which success will be measured, the  
251 maintenance requirements as specified in section 4.03.04, and it will include a five-year  
252 monitoring plan, or provide adequate assurances, such as bonding, to assess and document these  
253 success criteria. All mitigation activities shall be completed, or adequate assurances provided,  
254 such as bonding, before issuance of a land disturbance permit, before construction plan approval,

255 or before issuance of a building permit. Where there is no practical opportunity for on site  
256 mitigation, or when the use of in-lieu fee mitigation is environmentally preferable to on site  
257 mitigation, the county will consider a cash in-lieu fee payment to the Escambia County  
258 Environmental Lands Trust Fund (ECELTF) to satisfy the requirement for the county's mitigation, if  
259 the applicant requests this mitigation option.

260 E. Option for cash payment in lieu of mitigation. The cash in-lieu fee payment shall be based on an  
261 assessment of the area(s) to be impacted. The amount of the in-lieu fee payment shall be based  
262 on the following criteria:

- 263 1. Reasonable cost estimate of all funds needed to compensate for the impacts to wetlands or  
264 threatened and endangered species habitat, including land acquisition and initial physical and  
265 biological improvements. Funds collected should ensure the replacement of functions and  
266 values of impacted areas, consistent with applicable regulations and permit conditions. The  
267 replacement mitigation property purchased by the county should be of the same or better  
268 wetland type and quality, or of the same or better threatened and endangered species habitat  
269 type and quality, as the impacted site.
- 270 2. The amount of fee in-lieu of mitigation shall be based on a certified property appraiser's  
271 compilation and analysis of sales data of sites containing a minimum of 70 percent wetlands in  
272 the same watershed (Perdido Bay or Escambia Bay). The appraisal shall be updated every  
273 three years by Escambia County.

274 The impacted wetland will be rated, prioritized, and placed into one of three categories  
275 according to its quality: high quality, medium quality, or low quality based on results of a  
276 habitat assessment through the Uniform Mitigation Assessment Method F.S. § 373.414(18), as  
277 amended, and Fla. Admin. Code ch. 62-345, as amended. This assessment will score the  
278 wetland from 0--10, 0 being a low quality wetland and 10 being a high quality wetland. If a  
279 wetland is rated an 8--10, then it will be rated high quality. If it is rated a 5--7, it will be rated  
280 medium quality. If it is rated 0--4, it will result in a wetland being rated low quality. However,  
281 presence of threatened or endangered species habitat will automatically rate a wetland as  
282 high quality. Medium quality wetlands will be valued at 75 percent of the value of a high  
283 quality wetland in the area, and low quality wetlands will be valued at 50 percent of the value  
284 of a high quality wetland in the area. The applicant has final determination of use and  
285 acceptance of the in-lieu fee for low priority wetlands only.

- 286 3. Pensacola Beach and Perdido Key shall be omitted from the in-lieu fee mitigation option  
287 except for impacts to the Perdido Key Beach Mouse and/or associated habitats.

288 [4. Reserved.]

- 289 5. Authority; purpose; scope. Ordinance No. 2006-2 is enacted under authority of Article VII,  
290 Section 1(f) of the Constitution of the State of Florida and F.S. ch. 125 for the purpose of  
291 providing a mechanism for imposition and collection of a recurring annual assessment for  
292 those properties involved in mitigation for Perdido Key Beach Mouse habitat impacts.

293 a. *Short title.* This subsection shall be known as "The Perdido Key Beach Mouse Special  
294 Assessment Ordinance," and may be cited as such.

295 b. *Legislative findings.*

- 296 (1) Approximately 240 acres of private property on Perdido Key on which are located  
297 primary, secondary and scrub dunes have been identified as habitat for the Perdido  
298 Key Beach Mouse.
- 299 (2) Those wishing to commence new development within said 240 acres of Perdido Key  
300 Beach Mouse habitat must comply with federal, state and county permitting that  
301 includes the option of mitigation for impacts to Perdido Key Beach Mouse habitat.
- 302 (3) Those electing to provide in-lieu fee mitigation for impacts to Perdido Key Beach  
303 Mouse habitat will be assessed an annual assessment per unit.
- 304 (4) Those properties responsible for these annual assessments derive a special benefit  
305 from the improvements and services provided for by the annual assessments in that  
306 they benefit from the conservation and natural resource protection.
- 307 (5) The assessment is fairly and reasonably apportioned among the properties in the  
308 PKBM habitat area and is based upon the extent of the impact on the habitat.
- 309 c. *Imposition.* For those new developments or redevelopments on Perdido Key in the  
310 approximate 240 acres identified as Perdido Key Beach Mouse (PKBM) habitat that have  
311 elected mitigation for habitat impacts shall hereby be assessed an annual, recurring  
312 special assessment per unit on the subject site. The amount assessed shall be \$201.00 per  
313 new unit as a recurring annual assessment. For purposes of this subsection, "unit" shall  
314 mean dwelling unit as defined in Part III, article 3, section 3.00.01 of this Code.  
315 Additionally, for purposes of this subsection, "unit" shall also mean any commercial or  
316 lodging establishment. In those instances where a commercial establishment has  
317 definable delineations of separate ownership, each such division of separate ownership  
318 shall be considered a unit.
- 319 d. *Procedure for assessment.* Upon issuance of a certificate of occupancy for any unit subject  
320 to this assessment, the neighborhood and environmental services department shall report  
321 the subject parcel identification number(s) to the Escambia County Office of Management  
322 and Budget to process for collections.
- 323 e. *Method of collection.* Collection shall be by the uniform method of collection provided for  
324 by F.S. § 197.3632.
- 325 f. *Duration.* Recurring annual collections shall continue until such time as this subsection is  
326 repealed by the board of county commissioners.
- 327 g. *Appeal.* Any property owner assessed this special assessment in error may appeal in  
328 writing to the Escambia County Office of Management and Budget.
- 329 F. For those lands identified by the applicant for preservation status, appropriate deed restrictions  
330 and/or conservation easements shall be placed on said lands and recorded in the public records of  
331 Escambia County. Proof of the recorded deed restriction and/or conservation easement shall be  
332 provided to the director before approval of, or as a condition of, the land disturbing permit,  
333 development order, or final plat. For conditional approvals, the deed restriction and/or  
334 conservation easement shall be recorded within ten days of the conditional approval, and prior to  
335 any land disturbing activities.
- 336 G. The ECELTF is hereby created for use in acquiring, restoring, enhancing, managing, and/or  
337 monitoring wetlands and threatened and endangered species habitat in Escambia County. The  
338 finance director is hereby authorized and directed to establish the ECELTF and to receive and

339 disburse monies in accordance with the provisions of this ordinance. The ECELTF shall receive  
340 monies from the following sources:

- 341 1. All revenues collected pursuant to sections 7.13.03.E and 7.13.06.B.
- 342 2. All monies accepted by Escambia County in the form of grants, allocations, donations,  
343 contributions, or appropriations for the acquisition, restoration, enhancement, management,  
344 mapping, and/or monitoring of wetlands and threatened and endangered species habitat.
- 345 3. All interest generated from the deposit or investment of these monies.

346 H. The ECELTF shall be maintained in trust by the finance director solely for the purposes set forth  
347 herein, in a separate and segregated fund of the county that shall not be commingled with other  
348 county funds until disbursed for an authorized purpose pursuant to this section. Disbursements  
349 from the ECELTF shall only be made for the following purposes:

- 350 1. Acquisition, including by eminent domain, restoration, enhancement, management, mapping,  
351 and/or monitoring of wetlands, threatened and endangered species habitat, and conservation  
352 easements within Escambia County.
- 353 2. All costs associated with each such acquisition including, but not limited to, appraisals, surveys,  
354 title search work, real property taxes, documentary stamps, surtax fees, and other transaction  
355 costs.
- 356 3. Costs of administering the activities enumerated in this section.

357 I. Disbursements from the ECELTF for the acquisition of eligible properties shall require approval by  
358 the board after a public hearing on the proposed acquisition. A notice of the time and place of said  
359 public hearing shall be published in a newspaper of general circulation in Escambia County a  
360 minimum of seven days prior to the public hearing. Said notice shall include the location and a  
361 brief statement of the reason for the proposed acquisition.

362 J. Applications for a wetlands or threatened and endangered species habitat permit under this  
363 ordinance shall be accompanied by a nonrefundable administrative application fee in an amount  
364 specified from time to time by the board of county commissioners.

365 K. ~~As part of the application review process, the applicant shall deliver to the county all state and~~  
366 ~~federal environmental applications, permits, or letters of exemption.~~ County approvals under this  
367 section shall not relieve a person of the need to obtain a permit from the FDEP, the USACOE, the  
368 NFWFMD, or other state and federal agencies, if required. Issuance of a permit by the FDEP, the  
369 USACOE, the NFWFMD, or other state and federal agencies shall not relieve a person of the need  
370 to obtain county approval under this ordinance. The county ~~shall~~ may coordinate and develop  
371 memorandums of agreement with state and federal regulatory agencies to avoid redundancy and  
372 duplication of effort to the maximum extent possible.

373 L. Development within the 100-year floodplain and floodprone areas shall be governed by article 10  
374 or the SRIA Flood Plain Management Regulations contained in article 13, section 13.20.00.

375 M. Stormwater detention and retention shall meet the requirements of the Escambia County  
376 Stormwater Management Provisions (see section 7.15.00), and where such areas are located near  
377 an estuary or estuarine system, wetlands, or other surface water body, shall be designed so that  
378 the shorelines are sinuous rather than straight, so that water/land interfaces are curvilinear and  
379 maximize space for growth of littoral vegetation.

- 380 N. Buffers shall be provided consistent with policy 7.A.5.7. in the Escambia County Comprehensive  
381 Plan. Buffers shall be created between developments and environmentally sensitive lands,  
382 including wetlands. The purpose of the buffer is to protect wetlands and environmentally sensitive  
383 lands from the activities and impacts of development. Buffer standards apply as follows:
- 384 1. Buffers shall function to provide protection to wetlands and environmentally sensitive lands  
385 from intrusive activities and negative impacts of development such as trespass, pets, visual  
386 impacts, vehicles, noise, lights, and stormwater. The negative impacts of the uses upon each  
387 other shall be minimized, or preferably, eliminated by the buffer such that the long-term  
388 existence and viability of the wetlands and environmentally sensitive lands, including wildlife  
389 populations, are not threatened by such impacts and activities. In other words, incompatibility  
390 between the uses is eliminated or minimized and the uses may be considered compatible,  
391 which means a condition in which land uses or conditions can co-exist in relative proximity to  
392 each other in a stable fashion over time such that no use or condition is unduly negatively  
393 impacted directly or indirectly by another use or condition.
  - 394 2. The buffer shall be a natural barrier, or a landscaped natural barrier utilizing native vegetation,  
395 with a minimum width of 30 feet, and it may be supplemented with fencing or other  
396 manmade barriers, so long as the function of the buffer and the intent of this policy is fulfilled.  
397 Buffers shall apply to environmentally sensitive lands and those wetlands meeting the  
398 definition of wetlands as promulgated by the Florida Department of Environmental Protection  
399 in rule 62-340.200 (19) and in accordance with the State of Florida delineation methods as set  
400 forth in F.S. § 373.042 and F.A.C. § 62-340.300. Buffers may include those lands between the  
401 wetland boundaries defined by the FDEP and the USACOE.
  - 402 3. Development within the required buffer area is considered a secondary impact to wetlands  
403 and environmentally sensitive lands. On a case by case basis, unavoidable and minimized  
404 impacts to the buffer may be allowed. In this case, acceptable on-site mitigation for the  
405 impact shall be required.
  - 406 4. Wet and dry pond discharge structures and associated appurtenances such as rip-rap, bubble-  
407 up structures, energy dissipaters, outfall swales, etc. are allowed to intrude into the buffer  
408 provided the outfall from the pond provides for overland sheet flow utilizing energy  
409 dissipaters or other best management practices to prevent channelized flow and erosion of  
410 sediment into the adjacent wetland.
  - 411 5. To provide economic value to the property owner, the buffer zone area that is not included  
412 within platted lots may be used in the calculation of preservation mitigation acreage.
  - 413 6. The director of neighborhood and environmental services department, or designee, may grant,  
414 under special conditions outlined in the procedural manual for implementation of Wetland  
415 Ordinance No. 2001-40, an administrative variance for required buffer, not to exceed 200  
416 square feet or ten percent of the total buffer located on the lot, whichever is more restrictive.
- 417 O. Resource extraction in wetlands and threatened and endangered species habitat which can not be  
418 restored following the extraction activity shall be prohibited.
- 419 P. Utility companies. Utility company activities that provide service to one single family dwelling unit,  
420 or take place within established, utilized easements or previously utilized public road/utility rights  
421 of way, are exempt from the provisions of this ordinance. However, such activities conducted in a  
422 wetland or other environmentally sensitive land outside of the parameters of an established,  
423 utilized easement or previously utilized public road/utility right of way are subject to review under

424 this ordinance. For the purpose of this section pertaining to utility company activities,  
425 "established, utilized easements or previously utilized public road/utility rights of way" shall be  
426 defined as those existing and containing a utility line prior to the effective date of this ordinance,  
427 or those otherwise approved by the county.

428 Q. Silvicultural operations, on land classified as bona fide agricultural land for ad valorem taxation  
429 purposes pursuant to F.S. § 193.461, shall be exempt from the requirements of this ordinance if  
430 the silvicultural operations are in compliance with the rules of the Northwest Florida Water  
431 Management District and the Silviculture Best Management Practices, Florida Department of  
432 Agriculture and Consumer Services, 2000.

433 However, for any development permit application filed with the county, the county may not require as  
434 a condition of processing or issuing a development permit that an applicant obtain a permit or  
435 approval from any state or federal agency unless the agency has issued a final agency action that  
436 denies the federal or state permit before the county action on the local development permit. Issuance  
437 of a development permit by the county does not in any way create any rights in the part of the  
438 applicant to obtain a permit from a state or federal agency and does not create any liability on the  
439 part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill  
440 the obligations imposed by the state or federal agency or undertakes actions that result in a violation  
441 of state or federal law.

442

443 **7.15.14. Enforcement.**

444 A. The county administrator or his duly authorized representative shall be the enforcing officer. If the  
445 enforcing officer determines that a project is not being carried out in accordance with the  
446 permitted approved plan or if any project subject to this section is being carried out without a  
447 permit, he is authorized to:

448 1. Issue written notice to the applicant specifying the nature and location of the alleged  
449 noncompliance; with a description of the remedial actions necessary to bring the project into  
450 compliance within three working days. Upon request, if weather or other mitigating  
451 circumstances prevent timely compliance, the division manager, development services may  
452 extend this three-day compliance period.

453 2. If remedial action is not completed within the compliance period, the enforcement officer shall  
454 issue a stop work order directing the applicant to cease and desist all of any portion of the  
455 work which violates the provisions of this section. The applicant shall then bring the project  
456 into compliance or be subject to immediate revocation of this permit and to penalties set  
457 forth in section 7.15.15.

458 B. Any order issued pursuant to subparagraphs 1. or 2. above shall become final unless the person or  
459 persons named therein requests, in writing, an appeal hearing before the BOA no later than 14  
460 days excluding Sundays and holidays, after the date the stop work order is served. Failure to act in  
461 accordance with the order after receipt of written notice shall be grounds for revocations of the  
462 permit.

463 **7.15.15. Penalties.** Any person who shall violate any of the provisions of this section or amendments  
464 thereto or who shall fail, neglect or refuse to comply with any order or notice in pursuance and by  
465 authority of this section shall be guilty of a misdemeanor of the second degree and shall be subject to

466 punishment as provided by law. For purposes of this section, a separate offense shall be deemed  
467 committed for each day a violation of this section exists; said time commencing at the time of notifying  
468 the offender of the violation.

469 ~~7.15.16. Higher standards. Where any section, subsection, sentence, clause or phrase, or this section is~~  
470 ~~in conflict with any section, subsection, sentence, clause or phrase of any other state or federal rules,~~  
471 ~~regulations or laws, the regulation, ordinance, rule or law requiring the higher standard shall prevail.~~  
472 ~~Applicants must apply for all permits required by state or federal rules, regulations or law concurrent~~  
473 ~~with applying for permits required by this section.~~

474 (Ord. No. 97-51, § 1, 10-2-1997; Ord. No. 98-53, § 1, 12-3-1998; Ord. No. 2002-54, § 6, 12-12-2002; Ord.  
475 No. 2003-9, § 3, 3-20-2003; Ord. No. 2007-60, § 4, 10-4-2007)

476

#### 477 **7.18.00. Commercial communication towers.**

478 A commercial communication tower is a structure which supports communications equipment (not  
479 including amateur radio operations, VHF marine, or other similar operators.) Communication antennas  
480 are designated to transmit and/or receive communications as authorized by the Federal  
481 Communications Commission (FCC), not including amateur radio operators licensed by same; said  
482 antennas are usually located on communication towers.

483 A. *Antennas.* A commercial communication antenna may be located on an existing nonresidential  
484 structure, without conditional use approval, provided the commercial communication tower or  
485 antenna does not extend more than 50 feet above the existing structure and the building and new  
486 antenna together do not exceed the district height allowed.

487 B. *Collocation.* It is important to provide service required by the market while limiting unnecessary  
488 commercial communication towers. Therefore, approvals for all new towers will be conditioned  
489 on the applicant providing for collocation.

490 1. If the commercial communication tower is 150 feet or lower, collocation shall be provided for  
491 at least one other communication provider; if greater than 150 feet, collocation shall be  
492 provided for two or more additional providers.

493 2. If the applicant is not collocating on the proposed commercial communication tower of  
494 another provider, evidence must be submitted that reasonable efforts to collocate have been  
495 made.

496 C. *Environmentally sensitive land.* Commercial communication towers are allowed on wetlands and  
497 on lands containing endangered species or historical sites, provided the applicant can  
498 demonstrate to the satisfaction of the development review committee that a permit (e.g., a  
499 ~~wetlands dredge and fill permit~~) will be issued by the appropriate state or federal agencies with  
500 jurisdiction, that there will be no adverse impact to endangered species or historical sites, and  
501 that a variance is otherwise appropriate under the standards specified in section 7.18.00N.

502 D. *Setback from residential zoning.* No commercial communication tower shall be located closer than  
503 the height of the tower to a residential zoning district line. In addition, all commercial  
504 communication towers which exceed 150 feet in height (in districts where commercial  
505 communications towers are allowed), and/or are located within 500 feet of a residential area, are  
506 considered conditional uses and shall be reviewed by the board of adjustment pursuant to  
507 sections 2.05.03 and 7.18.00.

- 508 E. *Lighting.* Ground or security lighting for commercial communication towers shall be designed so as  
509 to be shielded from being directly visible from nearby residences.
- 510 F. *Color.* Commercial communication towers not requiring FAA painting/markings shall have either a  
511 galvanized finish or be painted gray or black.
- 512 G. *Failure.* Commercial communication towers shall be designed and constructed to meet TIA/EIA  
513 222 standards (latest revision) to ensure that the structural failure of the tower will not create a  
514 safety hazard.
- 515 H. *Security.* A minimum six-foot fence or wall shall be required around all commercial  
516 communication tower sites, access shall be through a locked gate, and an appropriate anticlimbing  
517 device shall be installed on the tower. Fences in residential districts may not exceed a height of six  
518 feet; in commercial districts the maximum height is eight feet.
- 519 I. *Screening.* Landscaping and buffering shall be addressed through article [sections] 2.05.03C.5.,  
520 7.01.05, and 7.01.06.
- 521 J. *Emissions.* No location for placement, construction or modification of a commercial  
522 communication tower or communication antenna shall be regulated on the basis of the  
523 environmental effects of radio frequency emissions to the extent that commercial communication  
524 towers and antennas comply with the FCC regulations concerning such emissions.
- 525 K. *Abandonment.* Any commercial communication tower whose use has been discontinued for a  
526 period of 12 months shall be deemed to be abandoned. The owner/operator of the tower shall  
527 have 180 days to reactivate the use of the tower, transfer the tower to another owner/operator,  
528 or dismantle and remove the tower.
- 529 L. *Preexisting towers.* Pre-existing towers shall be allowed to continue their usage. Routine  
530 maintenance shall be permitted. Additional antennas and other communication devices may be  
531 co-located on preexisting towers, if the towers are structurally designed to accommodate them  
532 and the new combined height does not exceed district height allowed. If a preexisting tower is a  
533 legal nonconforming use, it can be replaced with a new tower of equal or lesser height. The  
534 replacement tower can be located on the site of the preexisting tower or on an alternative site on  
535 the existing parcel: provided however, that if the replacement tower is to be placed on an  
536 alternative site it must meet the performance standards specified in this article. If the tower is  
537 nonconforming with regard to height, the requirements of article 11 shall apply.
- 538 M. *Airport/airfield zoning.* Any tower located within an area subject to article 11 of this Code  
539 (Airport/Airfield Environs) shall be subject to administrative review to determine its elevation  
540 above the runway elevation, its distance from the runway and approach zones, and height  
541 limitations unique to the Airport/Airfield Environs.
- 542 N. *Variances.* A deviation from the requirements of this section may be granted only upon a finding  
543 by the board of adjustment that, in addition to the criteria in section 2.05.02, the following  
544 standard is met:
- 545 All other reasonable siting alternatives have been explored and the deviation is necessary due to  
546 extenuating factors such as: location of existing uses, trees, structures or other features on or  
547 adjacent to the property, or compatibility with existing contiguous uses or with the general  
548 character of the area.



549 O. *Application requirements.* In addition to the site plan requirements of article 4, part II, an  
550 applicant for development permit shall submit the following documents for use in assessing  
551 conformance with these performance criteria:

- 552 1. A geotechnical exploration report.
- 553 2. An FCC/NEPA environmental compliance checklist.
- 554 3. Compliance with FCC, FAA, and county emergency management services requirements.
- 555 4. Coverage maps for this tower.
- 556 5. Collocation information.

557 Note: Items 3 through 5 shall also be submitted for BOA review of conditional use applications. The  
558 applicant shall submit a site plan to the BOA sufficient for a review of items 3 through 5 and the  
559 conditional use criteria.

560 (Ord. No. 97-59, § 2, 12-4-1997; Ord. No. 98-42, § 3, 9-9-1998; Ord. No. 98-53, § 1, 12-3-1998; Ord. No.  
561 2000-8, § 2, 3-2-2000; Ord. No. 2006-30, § 2, 4-6-2006)

562

563

564

565

1 12.09.02. *Permit requirements.* Prior to issuing a resource extraction permit for a proposed resource  
2 extraction activity, the county engineer shall be assured that the following conditions have been met:

3 ~~A. Any required federal or state permits have been obtained by the applicant.~~ Existing and future  
4 resource extraction activities and lands used for such activities and any reclamation of any such  
5 lands shall be subject to all relevant rules and regulations including those established by F.A.C. chs.  
6 16, 17, 18, and 39, the U.S. Clean Water Act, F.S. § 372.072, F.S. ch. 373, pt. IV, F.S. ch. 378, pt. IV,  
7 and F.S. ch. 403, local permit and development review requirements per the Escambia County Code  
8 of Ordinances, Part I, Chapter 42, Article VIII, and the Land Development Code, Article 7), among  
9 others. Before any existing resource extraction activity is permitted to expand and prior to  
10 approving any new resource extraction activities located within or adversely impacting  
11 environmentally sensitive areas, the application for expansion or establishment of a new extraction  
12 activity must be accompanied by a reclamation plan which meets all state environmental resource  
13 permit (ERP) requirements and reclamation standards required by F.A.C. ch. 62C-39, as well as  
14 comprehensive plan policies 11.A.1.5, 11.B.3.3 and 11.B.3.9 for the area once the extraction activity  
15 has been completed.

16 B. The resource extraction activity will not degrade or impact adjacent natural, cultural or historic  
17 resources including environmentally sensitive lands, wetlands, white sands as protected pursuant to  
18 section 12.05.00 et seq. of this article, and others.

19 C. That the resource extraction activity is to be conducted more than 500 feet from any potable  
20 public water well or well field. The applicant for resource extraction must present information  
21 satisfactory to the CE wherein the locations of potable water wells or well fields are identified.

22 D. That the proposed resource extraction activity is compatible with adjacent land uses.

23  
24 12.09.04. *Activities exempt.* The following activities are exempt from the regulations of this section:

25 A. Routine agriculture.

26 B. Routine silviculture.

27 C. Incidental excavation conducted pursuant to valid permits issued by Escambia County for  
28 construction or development activities.

29 D. Emergency activities necessary to protect lives and property.

30 However, for any development permit application filed with the county after July 1, 2012, the county  
31 may not require as a condition of processing or issuing a development permit that an applicant obtain a  
32 permit or approval from any state or federal agency unless the agency has issued a final agency action  
33 that denies the federal or state permit before the county action on the local development permit.  
34 Issuance of a development permit by the county does not in any way create any rights in the part of the  
35 applicant to obtain a permit from a state or federal agency and does not create any liability on the part  
36 of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the

37 obligations imposed by the state or federal agency or undertakes actions that result in a violation of  
38 state or federal law.

39 (Ord. No. 97-51, § 1, 10-2-1997; Ord. No. 2005-23, § 7, 7-7-2005)

40 ~~**12.13.00. Natural resources protection.**~~

41 ~~The protection of valuable natural resources is an important function of government. Prior to the review~~  
42 ~~by the county of any application for development which adversely impacts an important natural~~  
43 ~~resource defined by a local, state or federal agency, the applicant shall submit to the county appropriate~~  
44 ~~local, state and federal applications, permits, or letters of exemption.~~

45 ~~(Ord. No. 97-51, § 1, 10-2-1997; Ord. No. 2001-40, § 3, 8-2-2001; Ord. No. 2003-9, § 4, 3-20-2003)~~

46

47 **12.143.00. Disaster mitigation.**

48 To minimize the effects of natural disasters in the coastal area, the county shall:

49 A. Comply with building code requirements of F.S. § 161.55 and section 12.04.00 of this Code.

50 B. Participate in the National Flood Insurance Program in conformance with the Federal Disaster  
51 Relief Act of 1974.

52 C. Determine the feasibility of eliminating, relocating or structurally modifying public infrastructure  
53 which has suffered natural disaster damage and to implement appropriate cost-effective measures  
54 to mitigate future damage.

55 D. Maintain the same capacity of any public infrastructure that is relocated, modified, or replaced,  
56 unless the capacity is expanded as part of an approved post disaster hazard mitigation plan in  
57 accordance with PL 93-288.

58

59 **12.154.00. Air quality.**

60 *12.154.01. Purpose.* The purpose of this section is to continually protect the quality of air in Escambia  
61 County by regulating, or requiring compliance with the regulations governing land uses and/or activities  
62 which have, or may have point source emissions (also, see article 7).

63 ~~*12.15.02. Permits required.* Any development or land use activity including, but not limited to, industrial~~  
64 ~~and manufacturing activities, incineration and other activities which create or discharge emissions into~~  
65 ~~the air shall be required to obtain all requisite state and/or federal permits for such activity. To obtain a~~  
66 ~~burn permit the applicant must call the Florida Department of Forestry, Munson, Florida, (904) 957-~~  
67 ~~4590, either prior to the scheduled burn or the actual day of the proposed burn. No land development~~  
68 ~~or activity permit shall be issued by Escambia County to any applicant whose proposed or existing~~  
69 ~~activity discharges point source emissions into the air until the applicant has obtained the permits~~

70 herein required. Development activities approved by appropriate state or federal regulatory agencies  
71 shall be deemed to comply with the county's air quality provisions and standards.

72 *12.154.032. Continuing obligation.* All existing and future activities discharging emissions into the air  
73 have a continuing obligation to obtain and abide by all state and federal permits regarding treatment of  
74 emissions. In the event information comes available to any county official, such official shall notify the  
75 department. The inspections department shall immediately notify the operator of the facility and the  
76 owner of the real property, if not the operator, containing the facility, which is believed to be degrading  
77 air quality within the county and notify the appropriate regulatory agency of the alleged violation.

78

79 **12.165.00. Environmentally sensitive lands.**

80 Certain properties and lands within Escambia County provide important environmental and aesthetic  
81 functions and values and are, therefore, environmentally sensitive. It is the intent of this Code that  
82 degradation and development of environmentally sensitive lands, as defined by a local, federal or state  
83 agency, shall be avoided to the maximum extent possible. ~~Submittal of the applicable state and federal~~  
84 ~~environmentally sensitive land applications, permits, or letters of exemption shall be required prior to~~  
85 ~~final county approval of an application to impact environmentally sensitive lands.~~

86 *12.165.01. Protection required of environmentally sensitive lands.* All land use certificate/development  
87 permit applications are reviewed to determine if the subject property is an environmentally sensitive  
88 land, as defined. Pursuant to section 4.06.03.G., the CE or director may require additional information  
89 regarding protection of any of the resources listed in sections 12.13.00, 12.16.00 or 3.00.00 above. ~~The~~  
90 ~~CE or the director shall require applicants to obtain certifications from appropriate regulatory agencies,~~  
91 ~~recognized scientific experts, or other similar documentation such as natural resources quality testing~~  
92 ~~results, prior to approving site plans impacting environmentally sensitive lands.~~ The county engineer or  
93 director may require a buffer (section 7.13.03.N) to protect the quality of environmentally sensitive  
94 lands and minimize adverse impacts. Nothing in this section shall preclude the county from obtaining  
95 independent verification of documentation.

96 (Ord. No. 97-51, § 1, 10-2-1997; Ord. No. 2001-40, § 3, 8-2-2001; Ord. No. 2003-9, § 4, 3-20-2003)

97

98 **12.176.00. Bay protection interlocal agreement.**

99 Any development project which is located in the CHHA or exceeds the DRI threshold (in the Pensacola  
100 Bay watershed) shall be reviewed to determine if it exceeds the DRI thresholds specified in the 1995  
101 Interlocal Agreement on Pensacola Bay Protection. If a threshold is exceeded, the Cities of Pensacola  
102 and Gulf Breeze, plus Santa Rosa County shall be afforded an opportunity to comment on the project.  
103 This interlocal agreement is included as an appendix to this Code.

104 (Ord. No. 97-51, § 1, 10-2-1997)

105



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

**AI-3128**

**Growth Management Report 9. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 09/06/2012

**Issue:** Schedule of Public Hearings

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

**Organization:** Development Services

---

**RECOMMENDATION:**

**Recommendation Concerning the Scheduling of Public Hearings**

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

**Thursday, October 4, 2012**

A. 5:45 p.m. - A Public Hearing to amend the official zoning map to include the following Rezoning Case to be heard by the Planning Board on September 10, 2012:

**1. Case No.: Z-2012-18**

Address: 1011 Perdido Rd

Property Reference No.: 09-1N-31-1000-331-003

Reference No.:

Property Size: 1(+/-) acres

From: VR-1, Village Rural Residential ( 1 du/4 acres)

To: VR-2, Village Rural Residential ( 1 du/.75 acre)

FLU Category: MU-S, Mixed Use Suburban

Commissioner District 5

District

Requested by: David Crowder, Owner

**2. Case No.: Z-2012-19**

Address: 5603 N W St

Property Reference No.: 44-1S-30-1105-000-001

Reference No.:

Property Size: 1.1 (+/-) acres

From: ID-1, Light Industrial District (cumulative) (no residential uses allowed) and R-6, Neighborhood Commercial and Residential District(cumulative) High Density

To: ID-1, Light Industrial District (cumulative) (no residential uses allowed)

FLU Category: C, Commercial

Commissioner 3  
District:  
Requested by: Larry Richardson, Agent for Gerald W. Adcox, Owner

**3. Case No.: Z-2012-20**

Address: 120 Cummings Road, 100 Oleander St, 107 Oleander St,  
111 Oleander St, 115 Oleander St  
Property Reference No.: 35-1S-309-000-000-015, 35-1S-309-002-003-005,  
35-1S-309-002-006-005,  
35-1S-309-002-009-005, 35-1S-309-002-004-005,  
35-1S-309-000-000-015  
Property Size: 3.77(+/-) acres  
From: R-2, Single Family District (cumulative), Low-Medium Density (7 du/acre)  
To: R-4, Multiple-Family District, (cumulative), Medium-High Density (18 du/acre)  
FLU Category: MU-U, Mixed Use Urban  
Commissioner 3  
District:  
Requested by: Jessie W. Rigby, Agent for Pensacola Christian College

**4. Case No: Z-2012-21**

Address: 4100 Fairfield Dr  
Property Reference No.: 15-2S-30-6200-090-005  
Property Size: .33(+/-) acres  
From: R,2, Residential District (cumulative)/C-1, Commercial District  
To: C-1, Commercial District  
FLU Category: C, Commercial  
Commissioner 2  
District:  
Requested by: Oanh Tran, Agent for Raymond Ayers, Owner

B. 5:46 p.m. - A Public Hearing - LDC Ordinance - Administrative Appeals

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

**AI-3060**

**County Administrator's Report 9. 1.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/06/2012

**Issue:** Accept Public Right-of-Way Easement from The Board of Public Instruction of Escambia County, Florida

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Acceptance of a Public Right-of-Way Easement from The Board of Public Instruction of Escambia County, Florida – Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a Public Right-of-Way Easement on Scott Street, from The Board of Public Instruction of Escambia County, Florida, a/k/a The School Board of Escambia County, Florida:

- A. Authorize staff to negotiate and resolve any matters related to, or associated with, the acceptance of the Public Right-of-Way Easement on Scott Street from The Board of Public Instruction of Escambia County, Florida, a/k/a The School Board of Escambia County, Florida, and to gather information and conduct inspections as needed to allow the Board's acceptance of the Easement;
- B. Authorize payment of documentary stamps because the property is being acquired for governmental use, which is for road right-of-way, and the County benefits from the acquisition of this property because it will facilitate the construction of sidewalks for the safety of the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize the Chairman or Vice Chairman to accept the Public Right-of-Way Easement as of the day of delivery of the Public Right-of-Way Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

The Board of Public Instruction of Escambia County, Florida, a/k/a The School Board of Escambia County, owns property on Scott Street (Goulding School). Escambia County has plans to construct sidewalks along Scott Street, between North "L" Street and North "H" Street. The School Board is willing to grant a Public Right-of-Way Easement to the County to facilitate the sidewalk construction project. Board approval is required for acceptance of the Easement.

**BACKGROUND:**

The Board of Public Instruction of Escambia County, Florida, a/k/a The School Board of Escambia County, owns property on Scott Street (Goulding School). Escambia County has plans to construct sidewalks along Scott Street between North "L" Street and North "H" Street. The School Board is willing to grant a Public Right-of-Way Easement to the County to facilitate the sidewalk construction project. Board approval is required for acceptance of the easement.

**BUDGETARY IMPACT:**

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by Escambia County Clerk's Office.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Public Right-of-Way Easement was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on July 25, 2012.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Upon Board approval to accept the easement, County Staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, Staff will proceed with the acquisition, by donation, of this easement. Staff has been in contact with The Board of Public Instruction of Escambia County, Florida.

---

**Attachments**

Public Right-of-Way Easement

Parcel Information

Aerial Map



This document was prepared by:  
Wayne Manning  
Escambia County, Public Works Department  
3363 West Park Place  
Pensacola, FL 32505

A Portion of Parcel 17-2S-30-5009-000-005

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**PUBLIC RIGHT-OF-WAY EASEMENT**

THIS DEDICATION OF PUBLIC RIGHT-OF-WAY EASEMENT is made this 27<sup>th</sup> day of March 2012, by and between **THE BOARD OF PUBLIC INSTRUCTION OF ESCAMBIA COUNTY, FLORIDA, a/k/a THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA**, whose mailing address is 75 North Pace Blvd., Pensacola, Florida, 32505 as (Grantor) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida and more particularly described in the attached Exhibit A (the Property); and

WHEREAS, Grantor proposes to dedicate a public right-of-way easement over and across the Property;

NOW, THEREFORE, Grantor hereby dedicates to the public an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing the right-of-way and associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.

APPROVED  
ESCAMBIA COUNTY SCHOOL BOARD  
MAR 27 2012  
MALCOLM THOMAS, SUPERINTENDENT  
VERIFIED BY RECORDING SECRETARY

gnj

MAR / 2 2012

Signed, sealed and delivered  
in the presence of:

APPROVED  
ESCAMBIA COUNTY SCHOOL BOARD  
MAR 27 2012  
MALCOLM THOMAS, SUPERINTENDENT  
VERIFIED BY RECORDING SECRETARY

GRANTOR:

[Signature]  
GENERAL COUNSEL  
ESCAMBIA COUNTY SCHOOL BOARD

The Board of Public Instruction of  
Escambia County, Florida

Witness Holley M Dewees  
Print Name Holley M Dewees

By: Bill Slayton  
Bill Slayton  
Print or Type Name  
Title: Chairman

Witness Arianda Barberan  
Print Name Arianda Barberan

Attest: Malcolm Thomas  
Malcolm Thomas, Superintendent

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March,  
2012, by Bill Slayton as Chairman of the Board of Public Instruction  
of Escambia County a/k/a The School Board of Escambia County. He/She  is personally  
known to me, or  has produced current \_\_\_\_\_ as identification.



Terri Hahn  
Signature of Notary Public  
Terri Hahn  
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Dedication of Public Right-of-Way Easement is accepted by Escambia County,  
Florida on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, as authorized by the Board of County  
Commissioners of Escambia County, Florida at its meeting held on \_\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

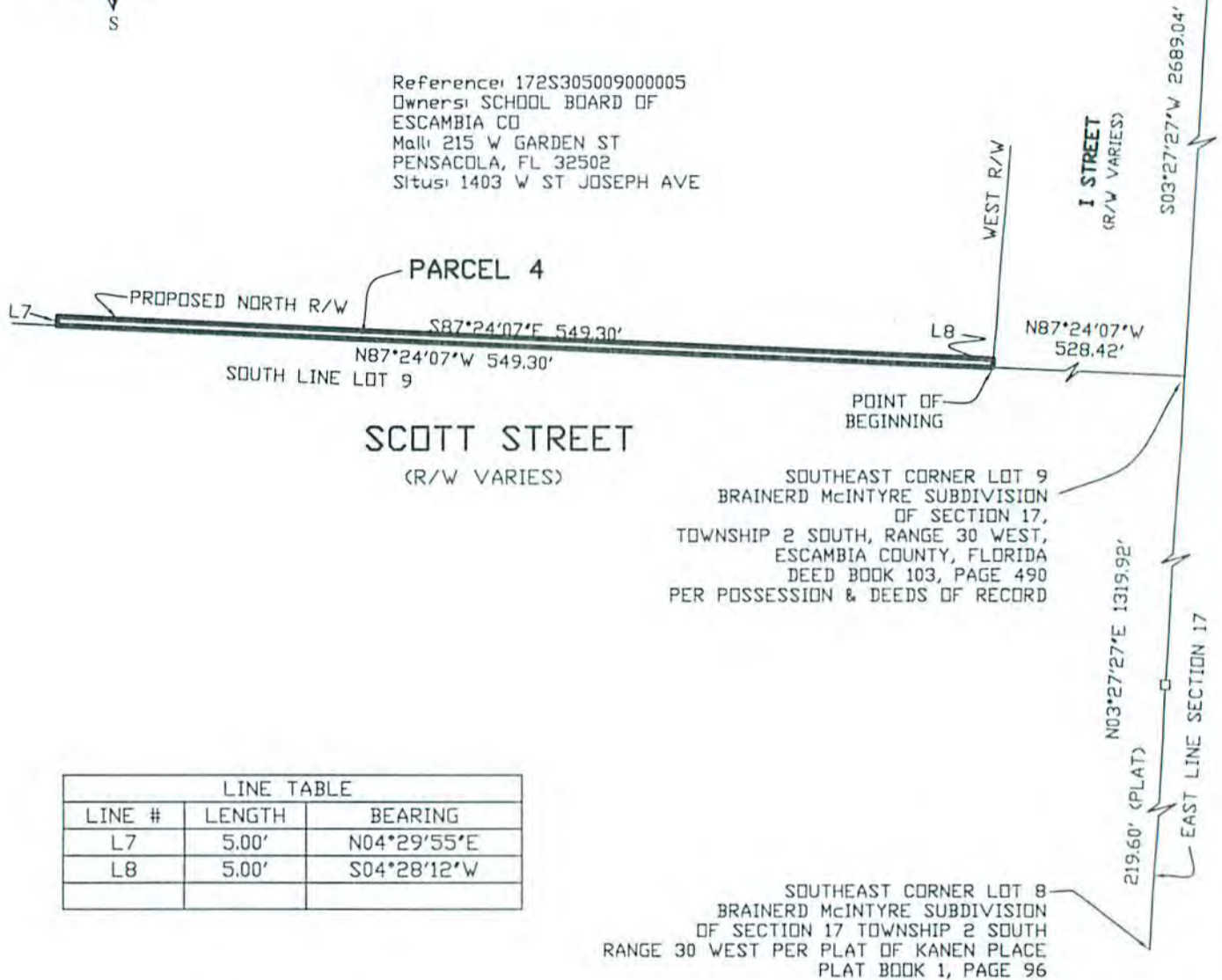
This document approved  
and legal sufficiency.  
By [Signature]  
Title Asst. County Attorney  
Date July 25, 2012

**'EXHIBIT A'**  
**SKETCH OF LEGAL DESCRIPTION**  
**THIS IS NOT A BOUNDARY SURVEY**



POINT OF COMMENCEMENT  
 NORTHEAST CORNER SECTION 17  
 TOWNSHIP 2 SOUTH, RANGE 30 WEST,  
 ESCAMBIA COUNTY, FLORIDA  
 PER CERTIFIED CORNER RECORD 067806

Reference: 172S305009000005  
 Owners: SCHOOL BOARD OF  
 ESCAMBIA CO  
 Mail: 215 W GARDEN ST  
 PENSACOLA, FL 32502  
 Situs: 1403 W ST JOSEPH AVE



**SCOTT STREET**  
 (R/W VARIES)

LINE TABLE		
LINE #	LENGTH	BEARING
L7	5.00'	N04°29'55"E
L8	5.00'	S04°28'12"W

SOUTHEAST CORNER LOT 8  
 BRAINERD McINTYRE SUBDIVISION  
 OF SECTION 17 TOWNSHIP 2 SOUTH  
 RANGE 30 WEST PER PLAT OF KANEN PLACE  
 PLAT BOOK 1, PAGE 96

DESCRIPTION AS PREPARED BY THE UNDERSIGNED AT CLIENT'S REQUEST:

PARCEL 4  
 COMMENCE AT A HALF INCH IRON ROD AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTH 03 DEGREES 27 MINUTES 27 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 2689.04 FEET TO THE SOUTHEAST CORNER OF LOT 9, OF THE BRAINERD McINTYRE SUBDIVISION OF SAID SECTION 17 AS PER PLAT RECORDED IN DEED BOOK 103, AT PAGE 490 OF THE PUBLIC RECORDS OF SAID COUNTY ACCORDING TO POSSESSION, DEEDS OF RECORD AND SURVEYS BY OTHERS; THENCE RUN NORTH 87 DEGREES 24 MINUTES 07 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 528.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87 DEGREES 24 MINUTES 07 SECONDS WEST, A DISTANCE OF 549.30 FEET; THENCE RUN NORTH 04 DEGREES 29 MINUTES 55 SECONDS EAST, A DISTANCE OF 5.00 FEET; THENCE RUN SOUTH 87 DEGREES 24 MINUTES 07 SECONDS EAST, A DISTANCE OF 549.30 FEET; THENCE RUN SOUTH 04 DEGREES 28 MINUTES 12 SECONDS WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING..

**NOTES:**

- THE DESCRIPTION SHOWN IS BASED ON A SPECIFIC PURPOSE SURVEY PREPARED BY THIS FIRM FOR THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PROJECT NUMBER 110014.S000, DATED 5/17/11.
- THE CERTIFICATE OF AUTHORIZATION NUMBER FOR JEHLE-HALSTEAD, INC IS L.B. 7483.
- THE HORIZONTAL COMPONENTS (BEARINGS AND DISTANCES) SHOWN ON THIS SKETCH ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83 DATUM. THE VALUES SHOWN ARE GRID VALUES. DISTANCES ARE BASED ON THE U.S. STANDARD FOOT. THE HORIZONTAL CONTROL MONUMENTS USED ARE ESCAMBIA COUNTY GPS NETWORK MONUMENTS ESC 4099 & ESC 4100. NATIONAL GEODETIC SURVEY DATA SHEETS FOR THE CONTROL MONUMENTS WERE OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION LABINS WEB SITE.

NOTE UNLESS STATED OTHERWISE: NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE; THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP; UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

**jhi jehle-halstead, inc.**  
 Civil Engineering and Surveying

5414 Highway 90 • Pace, Florida 32571  
 (850) 994-9503 • Fax (850) 994-9504  
 www.jehle-halstead.com  
 Certificate of Authorization No. 00004869  
 Surveying License Number LB7483

**SURVEYOR'S CERTIFICATION:**

I CERTIFY THAT THE SURVEY SHOWN HEREDON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

*Stephen Barry Ruffan* 1/25/12  
 STEPHEN BARRY RUFFAN DATE  
 PROFESSIONAL LAND SURVEYOR, LICENSE NO. 4208

PROJECT: SCOTT STREET R/W ACQUISITION  
 COUNTY: ESCAMBIA JOB NO. 110014.S000 DATE: 1/23/12  
 TYPE: LEGAL DESCRIPTION SKETCH BY: SGR  
 FIELD BK/PAGE: TC16 / 45 FIELD DATE: 5/14/11  
 REVISIONS: \_\_\_\_\_ DATE: \_\_\_\_\_  
 SCALE: SCALE 1" = 100' SHEET 1 OF 1

[Back](#)

**Source: Escambia County Property Appraiser**

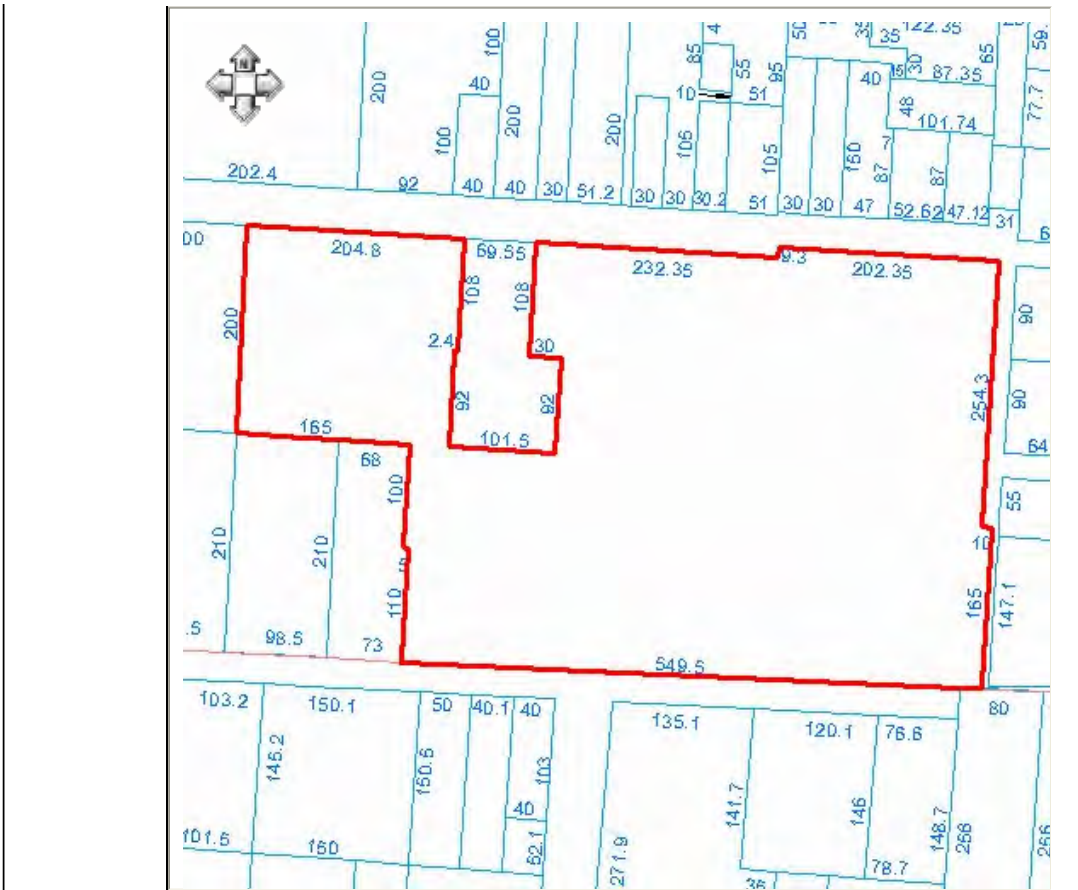
[Restore Full Page Version](#)

<p><b>General Information</b></p> <p><b>Reference:</b> 172S305009000005  <b>Account:</b> 062339000  <b>Owners:</b> SCHOOL BOARD OF ESCAMBIA CO          SCHOOL GOULDING  <b>Mail:</b> 75 N PACE BLVD          PENSACOLA, FL 32505  <b>Situs:</b> 1403 W ST JOSEPH AVE 32501  <b>Use Code:</b> PUBLIC SCHOOL  <b>Taxing Authority:</b> COUNTY MSTU  <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a>          Tax Inquiry link courtesy of Janet Holley,          Escambia County Tax Collector</p>	<p><b>2012 Certified Roll Assessment</b></p> <p><b>Improvements:</b> \$455,429  <b>Land:</b> \$315,210</p> <hr/> <p><b>Total:</b> \$770,639  <a href="#">Save Our Homes:</a> \$0</p> <p style="text-align: center;"><a href="#">Disclaimer</a></p> <hr/> <p style="text-align: center;"><a href="#">Amendment 1 Calculations</a></p>
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<p><b>Sales Data</b></p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>None</td> <td></td> <td></td> <td></td> <td></td> <td></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)	None						<p><b>2012 Certified Roll Exemptions</b></p> <p>EDUCATIONAL</p> <table border="1"> <tr> <td><b>Legal Description</b></td> <td></td> </tr> <tr> <td colspan="2">BEG AT SW COR OF LT 9              BRAINERD &amp; MCINTYRE S/D E              270 FT FOR POB N 110 FT W 5              FT N 100 FT W 165 FT...</td> </tr> </table> <table border="1"> <tr> <td><b>Extra Features</b></td> <td></td> </tr> <tr> <td colspan="2">None</td> </tr> </table>	<b>Legal Description</b>		BEG AT SW COR OF LT 9 BRAINERD & MCINTYRE S/D E 270 FT FOR POB N 110 FT W 5 FT N 100 FT W 165 FT...		<b>Extra Features</b>		None	
Sale Date	Book	Page	Value	Type	Official Records (New Window)																
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<b>Extra Features</b>																					
None																					

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

<p><b>Section Map Id:</b>  <a href="#">17-2S-30-1</a></p> <p><b>Approx. Acreage:</b>          5.6000</p> <p><b>Zoned:</b>  <a href="#">R-4</a></p>	
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7/11/02

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.

# SCOTT STREET SIDEWALK PROJECT



ESCAMBIA COUNTY  
PUBLIC WORKS DEPARTMENT

JCC 08/08/12 DISTRICT 3



Scott Street Sidewalk Project



School Board Property (Goulding School)



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

**AI-3083**

**County Administrator's Report 9. 2.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/06/2012

**Issue:** Schedule a Public Hearing to Consider the Petition to Vacate a Portion of St. Benedict Avenue

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of St. Benedict Avenue - Joy D. Blackmon, P.E., Public Works Department Director

That the Board schedule a Public Hearing for October 4, 2012, at 5:31 p.m., to consider the Petition to Vacate a portion of St. Benedict Avenue (approximately 0.51 acres), as petitioned by Pensacola Christian College, Inc.

Pensacola Christian College, Inc. (PCC), owns all of the property abutting both sides of the portion of St. Benedict Avenue lying south of Airport Boulevard (formerly Kilbee Lane) and west of Interstate 110 Ramp. The portion of St. Benedict Avenue lying south of Airport Boulevard is partially paved, and while the County has no deeded or dedicated right-of-way for this portion of St. Benedict, the County has performed periodic maintenance over the past years. PCC is requesting that the Board vacate any interest the County may have in that portion of St. Benedict Avenue (approximately 0.51 acres) lying south of Airport Boulevard and which abuts PCC property. Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land in the Petitioner or any other interested party.

**BACKGROUND:**

Pensacola Christian College Inc. (PCC), owns all of the property abutting both sides of the portion of St. Benedict Avenue lying south of Airport Boulevard (formerly Kilbee Lane) and west of Interstate I-110 Ramp. The portion of St. Benedict Avenue lying south of Airport Boulevard is partially paved, and while the County has no deeded or dedicated right-of-way for this portion of St. Benedict, the County has performed periodic maintenance over the past years. PCC is requesting that the Board vacate any interest the County may have in that portion of St. Benedict Avenue (approximately 0.51 acres) lying south of Airport Boulevard and which abuts PCC property. Staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land in the Petitioner or any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objection to the vacation. All utility companies concerned have been



contacted and would like to retain a utility easement in the favor of Gulf Power Company, AT&T, Emerald Coast Utilities Authority (ECUA) Energy Services of Pensacola (ESP) and Cox Cable. No one will be denied access to his or her property as a result of this vacation.

**BUDGETARY IMPACT:**

Indirect staff cost associated with the preparation of recommendation.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

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

Staff has been in contact with Stephen B. Shell, Shell, Fleming, Davis, Menge, agent for the petitioners. It is the responsibility of the Petitioner or Petitioner's Agent to advertise the Notice of Public Hearing.

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**Attachments**

Petition

Aerial Map

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

Petitioner, hereby files this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as St. Benedict Avenue lying between Airport Boulevard and Brent Lane in Escambia County, Florida, a copy of a map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner, **PENSACOLA CHRISTIAN COLLEGE, INC.**, presently owns an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

Commence at the southwest corner of the Celia Kilbee Tract, as recorded in Deed Book 53 at Page 512 of the public records of Escambia County, Florida; thence North 60 degrees 08'29" East along the south line of said Celia Kilbee Tract for a distance of 602.34 feet to the west line of St. Benedict Avenue (45' R/W) as described in Deed Book 565 at page 460 of the public records of Escambia County, Florida for the point of beginning.

Thence continue North 60 degrees 08'29" East along said south line for a distance of 45.00 feet to the east right of way of St. Benedict Avenue, according to Deed Book 565, page 460 of the public records of Escambia County, Florida; thence North 29 degrees 37'40" West along said east right of way line for a distance of 347.67 feet to the new southerly right of way line of Airport Boulevard (formerly Kilbee Lane, R/W varied); thence, South 61 degrees 33'41" West along the westerly extension of said southerly right of way line for a distance of 45.01 feet to the west right of way line of said St. Benedict Avenue; thence South 29 degrees 37'40" East along said west right of way line for a distance of 348.78 feet to the point of beginning.

All lying and being in Section 35, Township 1 South, Range 30 West, Escambia County, Florida. Containing 0.36 acres, more or less.

A parcel of land situate, lying and being in the Francisco Vidall grant of Section 35, Township 1 South, Range 30 West, described as follows:

Commence at the northwest corner of Lot 14, Block 3 of Crestview Subdivision as recorded in Plat Book 1, page 13 of the public records of Escambia County, Florida; thence run South 24 degrees 03'06" East along

the west line of said subdivision, 251.20 feet to a point; thence South 67 degrees 30'21" West, 606.00 feet to the west line of W.L. Gilmore property, said point being the point of beginning; thence continue South 67 degrees 30'21" West, 324.32 feet; thence South 24 degrees 29'06" East, 20.01 feet; thence North 67 degrees 30'21" East, 324.16 feet to the west line of W.L. Gilmore property; thence North 24 degrees 03'06" West, 20.01 feet to the point of beginning; containing 0.15 acre (6488 square feet), more or less.

2. That the Petitioner, **PENSACOLA CHRISTIAN COLLEGE, INC.**, desires that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in:

Section 35, Township 1 South, Range 30 West (35-1S-30); and portions of which are recorded in: Deed Book 53, Page 12 and Deed Book 565, Page 460; and Plat Book 1, Page 13, of the public records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

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

**PETITIONER:**  
**PENSACOLA CHRISTIAN COLLEGE, INC.**

By:   
Dr. Troy Shoemaker, President

**PETITIONER'S MAILING ADDRESS:**

Post Office Box 18000  
Pensacola, Florida 32523

**AGENT FOR PETITIONER:**

Stephen B. Shell  
Shell, Fleming, Davis & Menge  
226 Palafox Place, Ninth Floor  
Pensacola, Florida 32502  
(850) 434-2411 phone  
(850) 435-1074 fax  
sshell@shellfleming.com

May 24 \_\_\_\_\_, 2012  
Date

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing has been furnished to the following by U.S.

Mail, this \_\_\_\_\_ day of \_\_\_\_\_, 2012:

AT&T:

James Graham  
Manager Operations, Planning & Design SE/Ca  
Cell: (850) 333-2334  
Fax: (850) 436-1148  
jg0110@att.com

Gulf Power:

Mark Davidson SR/WA  
Senior Real Estate Specialist  
One Energy Place, Pensacola, FL 32520-0093  
(850) 444-6127  
Fax: (850) 444-6505  
MBDavids@southernco.com

Emerald Cost Utilities Authority  
(ECUA):

Wendell Kutzer,  
Engineering Services Supervisor  
9255 Sturdevant St., Pensacola, FL 32514-0311  
(850) 969-3311 Fax: (850) 494-7346  
wkutzer@ecua.com

Energy Services of Pensacola  
(ESP):

Glen F. Bailey  
Gas Distribution Engineer  
1625 Atwood Drive, Pensacola, FL 32514-7505  
(850) 474-5319  
gbailey@ci.pensacola.fl.us

Cox Communications:

Lisa Dees / Mary Beth Schwartz  
(850) 857-4559  
Cox Communications  
Construction Department  
3405 McLemore Dr  
Pensacola, FL 32526  
(850) 857-4559 Fax: (850) 475-0621  
mary.Schwartz@cox.com

Peoples Water Service  
Company of Florida, Inc.

905 Lownde Ave.  
Pensacola, FL 32507-3023  
(850) 455-8552



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STEPHEN B. SHELL, of  
Shell, Fleming, Davis & Menge  
Post Office Box 1831  
Pensacola, Florida 32591-1831  
Telephone: (850) 434-2411  
Florida Bar No.: 473456  
Attorneys for Petitioner

**A BOUNDARY SURVEY,  
LOCATION OF IMPROVEMENTS,  
AND LEGAL DESCRIPTION**

**AIRPORT BOULEVARD R/W VARIES  
(FORMERLY KILBEE LANE)**

- LEGEND:**
- Right of Way
  - Right of Easement
  - Easement
  - Utility Right of Way
  - Official Right of Way
  - Copied from road plat 81019
  - Copied from road plat 8211
  - Copied from road plat 81149
  - Chain link fence
  - For fence
  - Power pole
  - Storm pipe
  - Telephone equipment
  - Handbar
  - Fire hydrant
  - Meter valve
  - Road sign
  - Permanent control point set 81219

**SURVEYOR'S NOTES:**

- Subject to setbacks, easements and restrictions of record.
- This survey is subject to any facts that may be disclosed by a hill and accurate title search. No hills were performed by the firm.
- This survey does not reflect or determine ownership.
- This drawing only reflects setbacks, lines, which appear on the recorded public utility reports may also be subject to setbacks, those mandated by local ordinance.
- Fences and foundations below natural grade not located.

**LEGAL DESCRIPTION:**

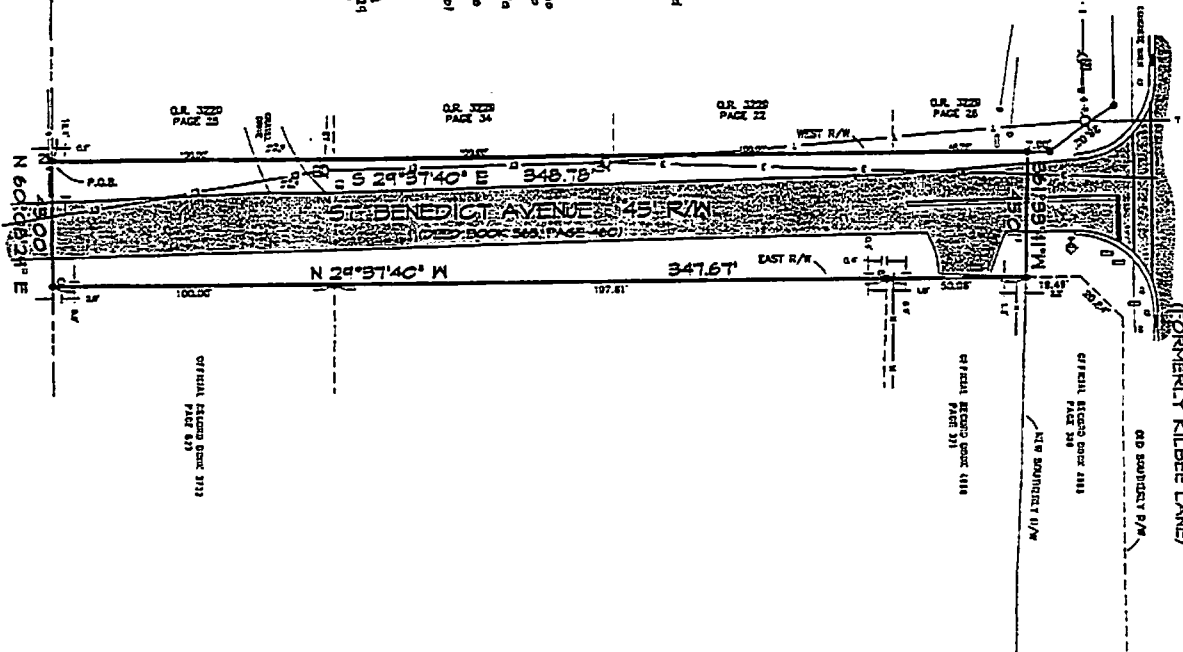
Commence at the southwest corner of the Celia Kibee Tract, as recorded in Deed Book 95 at page 814 of the public records of Escambia County, Florida; thence North 80 degrees 08'24" East along the Eastern boundary thereof, a distance of 402.14 feet to the north line of St. Benedict Avenue (see map of Deed Book 88 at page 480 of the public records of Escambia County, Florida); thence North 24 degrees 57'45" East along said east right of way line of a distance of 341.67 feet to the next westerly line of the Airport Boulevard (formerly Kibee Lane, R/W Varies); thence South 61 degrees 35'41" East along the westerly boundary thereof, a distance of 482.07 feet to the west right of way line of St. Benedict Avenue; thence South 87 degrees 51'47" East along said west right of way line for a distance of 816.78 feet to the point of beginning.

All lying and being in Section 58, Township 1 South, Range 50 West, Escambia County, Florida, Containing 0.56 acres, more or less.

**RAWSON LANE  
R/W VARIES**

P.O.C. - QUINLAN CORNER  
OF CELIA KIBEE TRACT  
(DEED BOOK 91, PAGE 319)

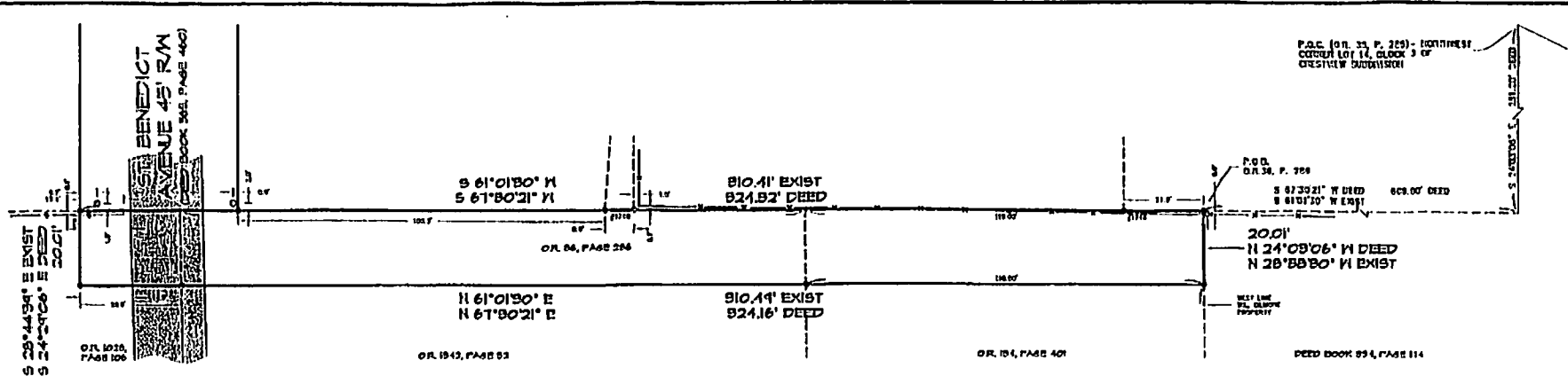
SOUTHERLY END OF CELIA KIBEE TRACT



U.S. R/W MAPS OF AIRPORT BLVD, SECTION 48215-2402, SR 9-A (1-10), SECTION 48210-2400 (SHEET 7 OF 30); TAX MAPS, PUBLIC RECORDS, SURVEYS BY OVERMAN, BUTLER & THIS FIRM

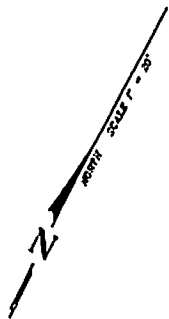
Measurements made in accordance with United States Standards.

<p>Scale: 1" = 30'</p> <p>Drawn by: P.H.</p> <p>Date of Survey: 11-22-10</p> <p>Date of Plotting: 11-22-10</p> <p>Surveyor: D.D. Glaze</p> <p>Inspector: W.J. Glaze</p>	<p>1 OF 1 SHEET</p> <p>LS No. 1978</p> <p>NOT VALID UNLESS PRINTED OR ELECTRONICALLY SIGNED BY SURVEYOR</p>	<p>Bearing Reference: NORTH BARELY ON THE SOUTH LINE OF CELIA KIBEE TRACT AS S 60°08'34" W</p> <p>Orderd By: MR. BOB CHADORE</p> <p>Elevation Reference:</p> <p>I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors &amp; Mappers in Chapter 54-17.054, 54-17.051 and 54-17.052, pursuant to Section 472.027 Florida Statutes.</p> <p>David D. Glaze <input type="checkbox"/> PSM #55005</p> <p>Walter J. Glaze <input checked="" type="checkbox"/> PSM #0180</p>	<p><b>PITMAN, GLAZE AND ASSOCIATES, INC.</b> LAND SURVEYORS</p> <p>703 NORTH NORTH AVENUE PENSACOLA, FL 32501 Phone (850) 434-8838 Fax (850) 434-8883 Email: pgsurvey@earthlink.net</p>
	<p>Source of information: U.S. R/W MAPS OF AIRPORT BLVD, SECTION 48215-2402, SR 9-A (1-10), SECTION 48210-2400 (SHEET 7 OF 30); TAX MAPS, PUBLIC RECORDS, SURVEYS BY OVERMAN, BUTLER &amp; THIS FIRM</p>	<p>1 OF 1 SHEET</p>	<p>1 OF 1 SHEET</p>



- LEGEND:**
- RM Right of way
  - P.O.B. Point of beginning
  - P.O.C. Point of commencement
  - o 1/2" Capped iron rod found & noted
  - e 1/2" Capped iron rod set #1019
  - o 1/2" iron rod found
  - o 1" iron pipe found
  - o 6"x6" Concrete monument found
  - o Guy wire
  - Q Tower pole
  - D Water level
  - Concrete
  - Gravel
  - Electric line
  - Cable line
  - Telephone line
  - Telephone equipment
  - o Buried telephone marker
  - o 3/8" D.O.T. Capped iron rod found
  - e Permanent control point set #1013

**LEGAL DESCRIPTION:**  
 (Official Record Book 36, page 206)  
 A parcel of land situate, lying and being in the Francisco Vidall grant of Section 35, Township 1 South, Range 30 West, described as follows:  
 Commence at the northeast corner of Lot 14, Block B of Crestview Subdivision as recorded in Plat Book 1, page 13 of the public records of Escambia County, Florida, thence run South 24 degrees 03'06" East along the west line of said subdivision, 291.20 feet to a point, thence South 61 degrees 01'30" East along the west line of said subdivision, 291.20 feet to a point, thence South 61 degrees 01'30" East, 608.00 feet to the west line of M.L. Gilmer property, said point being the point of beginning, thence continue South 61 degrees 01'30" East, 324.82 feet, thence South 24 degrees 03'06" East, 20.01 feet, thence North 61 degrees 01'30" East, 324.16 feet to the west line of M.L. Gilmer property, thence North 24 degrees 03'06" West, 20.01 feet to the point of beginning, containing 0.19 acre (6400 square feet), more or less.



**A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF A PORTION OF SECTION 35, T-1-S, R-30-W**

Measurements made in accordance with United States Standards.

Bearing Reference: NORTH DAZER PLAT DEED CALL FOR SOUTH LINE OF O.R. 1042, P. 32, T. 1S, R. 30W, P. 401, A.S. 8, 81'00\"/>

Orderd By: MRS. DOB CHATTELL

Elevation Reference: \_\_\_\_\_

Encroachments: ASHLYN

Source of Information: TAX MAPS, PUBLIC RECORDS, SURVEYS, BY THIS FIRM, RECORDED PLAT CRESTVIEW SUB. O.R. 1, P. 13, D.O.T. 1019

**PITTMAN, GILAZIE AND ASSOCIATES, INC.**  
 LAND SURVEYORS  
 703 NORTH MIAMI AVENUE  
 PENSACOLA, FL 32501  
 Phone (850) 434-8808 Fax (850) 434-0801  
 Email: pgsurvey@bellsouth.net

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 6J-17.050, 6J-17.051 and 6J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze  
 PSM #5605

Waller J. Glaze  
 PSM #8180

SHEET <b>1</b>	OF <b>1</b>	Scale: 1" = 20'
		Fbo No. P-9891
Job No. P4522-10		Date of Survey: 10-26-10
FD 1419 PG 61-60		Date of Plat: 10-27-10
FD No. PG		Date of Revision: _____
NOT VALID UNLESS RETURNED WITH RECORDED SEAL AND SIGNED BY SURVEYOR		Drawn by: PJJ

# PORTION OF ST. BENEDICT AVENUE

Petitioners: Pensacola Christian College, Inc.

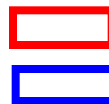


VICINITY MAP



ESCAMBIA COUNTY  
PUBLIC WORKS DEPARTMENT

JCC 05/29/12 DISTRICT 4



Portion of St. Benedict Avenue to be Vacated

Property owned by Pensacola Christian College





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

**AI-3107**

**County Administrator's Report 9. 3.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/06/2012

**Issue:** Emergency Medical Services Certificate of Public Convenience and Necessity

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Certificates of Public Convenience and Necessity for the Provision of Advanced Life Support and/or Basic Life Support Services in Escambia County, Florida - Michael D. Weaver, Public Safety Director

That the Board take the following action concerning Certificates of Public Convenience and Necessity:

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support and/or Basic Life Support services in Escambia County, Florida, with noted limitations, to Atmore Ambulance, Inc., Baptist Hospital's LifeFlight, Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC, and Sacred Heart Children's Hospital, effective January 1, 2013, through December 31, 2013; and

B. Authorize the Chairman to execute the Certificate of Public Convenience and Necessity for each Agency.

**BACKGROUND:**

In accordance with Florida Statutes, Chapter 401 and County Ordinance 2009-37, emergency medical service providers in Escambia County are required to obtain a Certificate of Public Convenience and Necessity from the Escambia County Board of County Commissioners prior to providing Advanced Life Support (ALS) or Basic Life Support (BLS) service. Atmore Ambulance Service, Inc., Baptist Hospital's LifeFlight, Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC, and Sacred Heart Children's Hospital NeoNatal and Pediatric Transport Van currently hold a Certificate of Public Convenience and Necessity and have requested renewal. Ordinance 2009-37 authorizes the Board to issue renewals of the certificates when such are found to be of public convenience and necessity.

Following are descriptions of the five providers, the unique service each offers which provides public convenience and necessity, and their coverage area within the county:

1. Atmore Ambulance, Inc. provides ALS services to the portions of Escambia County served by the Davisville and Walnut Hill telephone extensions. It also provides BLS non-emergency transports to all of Escambia County.

2. Baptist Hospital's LifeFlight provides ALS air response transportation to the entire area of Escambia County. LifeFlight is a support agency to Escambia County Public Safety/EMS and is primarily used for rapid response and transportation of critically ill or injured patients.
3. Escambia County Public Safety Department provides ALS ground response to the entire County to include all ALS and BLS transfers.
4. Lifeguard Ambulance Service of Florida, LLC provides ambulance ground transportation for patients between their aircraft and Pensacola hospitals, as well as provides out-of-county ambulance transports in support of its air operations. It also provides BLS non-emergency transports to all of Escambia County.
5. Sacred Heart Children's Hospital provides ALS response and transportation of critically ill neonatal (newborn infants) and pediatric cases in the entire area of Escambia County.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Florida Statutes, Chapter 401 and County Ordinance 2009-37.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

CON's

EMERGENCY MEDICAL SERVICES  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Atmore Ambulance, Inc. has requested authorization to provide Basic Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide BLS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2013

Date of Expiration December 31, 2013  
Unless certificate is sooner revoked or suspended)

Limitations: Non-emergency transports only.

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

By: \_\_\_\_\_

Deputy Clerk

\_\_\_\_\_  
Board of County Commissioners  
Wilson B. Robertson, Chairman

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

EMERGENCY MEDICAL SERVICES  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Atmore Ambulance, Inc. has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate. ALS Transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2013

Date of Expiration December 31, 2013  
Unless certificate is sooner revoked or  
suspended)

Limitations: JURISDICTION: Provide Advanced Life Support services to the portions of Escambia County served by the Davisville and Walnut Hill telephone extensions.

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Board of County Commissioners  
Wilson B. Robertson, Chairman

EMERGENCY MEDICAL SERVICES  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Baptist Hospital(LifeFlight) has requested authorization to provide  
Advanced Life Support services to the citizens of Escambia County; and  
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services  
to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the  
requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter  
10D-66, F.A.C.).

WHEREFORE, the Board of County Commissioners of Escambia County hereby issues a  
Certificate of Public Convenience and Necessity to said Company to provide ALS Transport  
services with limitations as prescribed on this certificate. (BLS, ALS-transport,  
ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered  
recommendations of affected municipalities.

Date Issued January 1, 2013 Date of Expiration December 31, 2013  
Unless certificate is sooner revoked or  
suspended)

Limitations: JURISDICTION: Entire County SPECIAL CONDITIONS: Will respond to calls when  
requested by Escambia County Communications Dispatch or Emergency Medical Services on  
scene paramedic or as listed in special operating procedures agreed to by Escambia County  
Emergency Medical Services and Baptist Hospital BaptistFlight.

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

\_\_\_\_\_  
Board of County Commissioners  
Wilson B. Robertson, Chairman  
BCC Approved: \_\_\_\_\_

PUBLIC SAFETY BUREAU  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Escambia County Public Safety Department has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Non Transport and ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2013

Date of Expiration December 31, 2013  
(Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: To include all AIS and BIS transfers

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

\_\_\_\_\_ Board of County Commissioners  
Wilson B. Robertson, Chairman

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

EMERGENCY MEDICAL SERVICES  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Lifeguard Ambulance Service of Florida, LLC, has requested authorization to provide Basic Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide BLS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2013 Date of Expiration December 31, 2013  
(Unless certificate is sooner revoked or suspended)

Limitations: Non-emergency transports only.

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

By: Deputy Clerk Board of County Commissioners  
Wilson B. Robertson, Chairman  
BCC Approved: \_\_\_\_\_

EMERGENCY MEDICAL SERVICES  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Lifeguard Ambulance Service of Florida, LLC, has requested authorization to provide Advanced Life Support services to the citizens of Escambia County; and (Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 1, 2013 Date of Expiration December 31, 2013  
(Unless certificate is sooner revoked or suspended)

Limitations: Provide ambulance ground transportation under this limited Certificate of Public Convenience and Necessity for patients between their aircraft and Pensacola hospitals as well as provide out of county ambulance transports in support of its air operations.

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

\_\_\_\_\_ Board of County Commissioners  
Wilson B. Robertson, Chairman

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



EMERGENCY MEDICAL SERVICES  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Sacred Heart Children's Hospital has requested authorization to provide  
Advanced Life Support services to the citizens of Escambia County; and  
(Advanced Life or Basic Life Support)

WHEREAS, there has been demonstrated there is a need to provide these essential services  
to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the  
requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter  
10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a  
Certificate of Public Convenience and Necessity to said Company to provide ALS Transport  
services with limitations as prescribed on this certificate. (BLS, ALS-transport,  
ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered  
recommendations of affected municipalities.

Date Issued January 1, 2013 Date of Expiration December 31, 2013  
Unless certificate is sooner revoked or  
suspended)

Limitations: JURISDICTION: Entire County  
SPECIAL CONDITIONS: Neonatal and Pediatric Transport Only

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

By: Deputy Clerk Board of County Commissioners  
Wilson B. Robertson, Chairman

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



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

**AI-3119**

**County Administrator's Report 9. 4.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/06/2012

**Issue:** Appointment to the Workforce Escarosa Board of Directors

**From:** Marilyn D. Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:**

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**RECOMMENDATION:**

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

That the Board confirm the appointment of (Ildiko) Ildi Hosman, Assistant Marketing Manager, IMS Expert Services, to the Workforce Escarosa Board of Directors, as a private sector representative for a three-year term, with the term of appointment to be effective September 6, 2012, through September 5, 2015.

**BACKGROUND:**

The Board of Directors for Workforce Escarosa, Inc. serves as the local governing board for workforce development and job training activities as approved by Workforce Florida, Inc. and the Agency for Workforce Innovation (AWI). Federal and state legislation that govern the board activities require specific membership from various community sectors where the governing boards are located. This board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments must conform to the requirements of the law, and have final approval from the local governing entity of each county – which, for Escambia County, is the Board of County Commissioners.

Ms. Hosman replaces Annette D'Isa, who resigned from the Workforce Escarosa Board via her recent retirement.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Appointments to this Board of Directors are made in accordance with state and federal legislation.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

All Escambia County appointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board, this appointment shall become effective for the expressed dates. The Department of Community Affairs has coordinated with Workforce Escarosa, Inc. on this appointment.

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**Attachments**

Recommendation Letter and Resume for Ildi Hosman



May 31, 2012

Mrs. Susan Nelms  
Executive Director  
9111 Sturdevant St # A  
Pensacola, FL 32514

Dear Susan:

In response to the request for private sector representation on the Regional Workforce Board of Directors, I would like to recommend Ms. Ildi Hosman, IMS ExpertServices' Assistant Marketing Manager. As you know, Ildi has served on the Workforce Escarosa Board of Directors in her previous position with TEAM Santa Rosa EDC. I believe she is ideally suited for the board position and will bring value from her role now in the private sector.

Please forward all further correspondence relating to meetings of the Regional Workforce Board to:

Ms. Ildi Hosman  
Assistant Marketing Manager  
IMS Expert Services  
4400 Bayou Blvd. Number Six  
Pensacola, FL 32503

She can be contacted at IMS Expert Services at (850) 712-5041 or by email at [ighosman@gmail.com](mailto:ighosman@gmail.com).

Thank you for your ongoing work to improve the employment opportunities for the Pensacola Region.

Sincerely,

A handwritten signature in black ink, appearing to read "James N. Hizer", written over a large, stylized graphic element that resembles a signature or a large letter.

James N. Hizer, CEcD, CCE  
President/CEO

WORKFORCE ESCAROSA, INC.
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR

TYPE OF BUSINESS (Check all that apply): [X] Small Business (less than 500 employees)
[ ] Minority Owned

Name: Ildi Hosman
Business Name: Ims Expert Services
Address: 4400 Bayou Blvd. Number Six
Pensacola FL 32503

Title: Assistant Marketing Manager
Phone No.: 850-712-5041
FAX No.:
E-Mail Address: ighosman@gmail.com
Cell Phone No.: 850 712-5041

Home Address: 2054 Juno Circle
Pensacola FL 32524

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

Table with 5 columns: GENDER, RACE, VETERAN, AGE, DISABLED. Includes checkboxes for Male/Female, Black/White/Asian/Ameri. Indian/Hispanic/Other, Yes/No, <55/55 OR >, and Yes/No.

Community Organization Memberships

- Junior Achievement
Friends of the Saenger Theatre
Alpha Gamma Delta Executive Council
Manna Food Pantry
UNF Alumni Board
Pierona of Five Flags
Santa Rosa Young Professionals
Leadership Pensacola
Leadership Santa Rosa

Board Memberships

- Junior Achievement
Friends of the Saenger
Alpha Gamma Delta
Manna Food Pantry
UNF Alumni Board

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.

I HAVE A PASSION FOR WORKFORCE DEVELOPMENT & A STRONG BELIEF & RESPECT FOR THE WORK DONE BY WORKFORCE ESCAROSA. I WANT TO BE A PART OF THE DECISIONS MADE ON BEHALF OF THE ORGANIZATION.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?

Yes [ ] No [X]

Please attach a copy of your resume' to this form

Fax: 473-0935

# Ildiko G. Hosman, MA

2054 Juno Circle, Pensacola, FL 32526

850-712-5041 | ighosman@gmail.com

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## Employment

### **Assistant Marketing Manager**

IMS ExpertServices- Pensacola, FL

**February 2012 to Present**

Works as the generalist to the marketing director in the implementation and management of marketing initiatives across all company channels. This includes professional services marketing and advertising, public relations and communications, design, and market research. Responsible for aiding in the design and implementation of marketing initiatives and for assisting in the planning of the company's course of action for increasing sales and dominance in targeted markets.

### **Public Affairs Director**

TEAM Santa Rosa Economic Development Council- Milton, FL

**May 2009 to February 2012**

Responsible for investor relations, public relations, and workforce development. As part of TEAM Santa Rosa's strategic plan, serve as investor relations coordinator and staff liaison to TEAM's investor committee. Work to implement strategic processes aimed at increasing TEAM Santa Rosa's private investor base. Charged with event planning to include industry appreciation luncheons, quarterly investor breakfast meetings, industry tours, annual meeting, ground breakings, awards presentations, and press conferences. Serve as TEAM Santa Rosa's primary event planner and fund development coordinator. Created and executed TEAM Santa Rosa's annual investor satisfaction survey.

Serve as the media manager and communications specialist to include strategic management of social media, printed material, press releases, and general copy writing. Responsibility includes writing for news print, web publication, marketing materials, strategic plan, and executive speeches.

Serve as TEAM Santa Rosa's co-liaison to existing businesses with an emphasis on workforce development. Work with colleges, universities, and technical centers in northwest Florida to ensure local workforce training needs of existing businesses are met. Spearheaded and currently working to execute the career and technical education/economic development strategic plan for the School District of Santa Rosa County. Serve on the executive steering committee for Skills USA. Chair of the leadership competition for the statewide Skills USA competitions being held in Pensacola in the spring of 2011. Created and currently manage TEAM Santa Rosa's public relations internship program.

### **Media and Communications Manager**

Pensacola Bay Area Chamber of Commerce- Pensacola, FL

**December 2007 to March 2009**

Handled all public communications for the Pensacola Chamber including the writing and dissemination of press releases, coordination of media interviews and press conferences, website, and printed materials. Primary focus was on promoting economic and workforce development programs. Produced the Chamber's monthly television program, "Today's Chamber: Focusing on Jobs." Writing assignments ranged from press releases to newsletter articles and extended to speech-writing for the President and CEO of the Chamber. Was responsible for printing requests for proposal (RFPs) and bid reviews. Served as the chief buyer of all Chamber advertising including print, radio and web-based promotions. Supervised the graphic artist and public relations interns. Developed the Chamber's marketing plan, crisis communications plan and public relations internship program. Co-chaired the Chamber's 2008 Start! Walking Program.

## **Education**

### **Master of Arts, Communication**

University of West Florida- Pensacola, FL

**April 2002**

### **Bachelor of Science, Business Administration- Marketing**

University of West Florida- Pensacola, FL

**May 1999**

## **Associations**

- Junior Achievement board member- January 2011 to present
- University of West Florida alumni board member- March 2011 to present
- Friends of the Saenger Theater board member- January 2011 to present
- Manna Food Pantries board member- January 2011 to present  
Chairman of Canstruction fundraiser 2012
- Santa Rosa Young Professionals- June 2010 to present
- Workforce Escarosa board member- January 2010 to February 2012
- Santa Rosa County Chamber of Commerce board member- October 2009 to February 2012
- Alpha Gamma Delta Women's Fraternity chapter advisor- University of West Florida- 2004 to Present
- Leadership Santa Rosa Class 24 (2010)- Class Project Co-Manager
- Junior League of Pensacola- Positions held: President 2009 to 2010, President Elect, Community Vice President, Communications Vice President, Marketbasket fundraising event Chairman, Marketbasket fundraising event Co-chairman
- Independent News Rising Star- 2009
- Leadership Pensacola Class of 2008
- United Way Emerging Leader- 2008
- Alpha Gamma Delta, Alumnae chapter treasurer- January 2006 to December 2007

## **Related Skills**

- Fundraising
- Event planning
- Public speaking
- Media relations
- Program development
- Technical, business and media writing
- Microsoft applications- Word, PowerPoint, Excel, Outlook, Publisher & Access
- Adobe Photoshop
- Strong capabilities in design and desktop publishing
- Social marketing



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

**AI-3143**

**County Administrator's Report 9. 5.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/06/2012

**Issue:** United Way of Escambia County - "Day of Caring" - October 12, 2012

**From:** David Musselwhite

**Organization:** Information Technology

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning United Way of Escambia County "Day of Caring", October 12, 2012 - David Musselwhite, Information Technology Department Director

That the Board support the annual "Day of Caring", sponsored by the United Way of Escambia County, as a public purpose, thereby authorizing a maximum of eight hours Administrative Leave, with pay, on October 12, 2012, for employees who voluntarily participate in this event, and extend Worker's Compensation coverage to County employees involved in this event.

**BACKGROUND:**

United Way's Day of Caring has become Escambia County's premier "hands-on" opportunity to help people and community service agencies. This event brings people from all segments of the business, government, and military communities together to perform needed volunteer projects at local non-profit organizations. Volunteers will do a variety of tasks for those most in need in our community. Each year, many companies, governmental agencies and the military allow their employees this opportunity to help the community and complete numerous projects at United Way funded agencies.

**BUDGETARY IMPACT:**

Any employee participating in this activity is already included in the current budget of their respective divisions. In lieu of the employee utilizing annual leave, the hours involved in the "Day of Caring" would be reported as administrative leave.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

Division Managers will determine employee participation considering the workload of their divisions and staffing requirements.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Should the Board authorize administrative leave for this activity, it will be in accordance with other categorical areas giving service to the public and the community.



**IMPLEMENTATION/COORDINATION:**

County employee participation will be coordinated with the United Way "Day of Caring" Committee and will be the responsibility of the Event Coordinator. Employee participation will be documented and confirmation will be provided to the respective divisions for payroll purposes.

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

**AI-3153**

**County Administrator's Report 9. 6.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 09/06/2012

**Issue:** Assignment of Agreement for Collection Services at the Bob Sikes Bridge Toll Plaza

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Assignment of Agreement between JJW Services, Inc., DBA Accustaff, and Santa Rosa Island Authority, to Escambia County, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign the Assignment of Agreement between JJW Services, Inc., DBA Accustaff, and Santa Rosa Island Authority, to Escambia County, Florida, relating to toll collection services for the Bob Sikes Bridge Toll Plaza.

On March 24, 2010, the Santa Rosa Island Authority (SRIA) entered into a Toll Collection/Personnel Services Agreement with JJW Services, Inc., DBA Accustaff (Contractor), related to toll collection services for the Bob Sikes Bridge Toll Plaza. SRIA and Escambia County recently terminated their Interlocal Agreement, with responsibility for such services being assumed by Escambia County. SRIA now desires to assign all of its rights, duties, and obligations under this Agreement with Contractor to Escambia County. Escambia County now desires to accept an assignment of SRIA's rights, duties, and obligations under the Agreement with Contractor.

**BACKGROUND:**

On March 24, 2010, the Santa Rosa Island Authority (SRIA) entered into a Toll Collection/Personnel Services Agreement with Contractor JJW Services Inc., DBA Accustaff, related to toll collection services for the Bob Sikes Bridge Toll Plaza. SRIA and Escambia County recently terminated their Interlocal Agreement, with responsibility for such services being assumed by Escambia County. SRIA now desires to assign all of its rights, duties and obligations under this Agreement with Contractor to Escambia County; Escambia County now desires to accept an assignment of SRIA's rights, duties and obligations under the Agreement with Contractor.

The Assignment of Agreement between JJW Services Inc., DBA Accustaff, and SRIA, to Escambia County, Florida, relates to toll collection services for the Bob Sikes Bridge Toll Plaza.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Assignment of Agreement was approved as to form and legal sufficiency by Kristin D. Hual, Assistant County Attorney on August 17, 2012.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Accustaff Agreement

**ASSIGNMENT OF AGREEMENT BETWEEN JJW SERVICES INC. DBA ACCUSTAFF AND THE SANTA ROSA ISLAND AUTHORITY TO ESCAMBIA COUNTY, FLORIDA**

**THIS ASSIGNMENT OF AGREEMENT WITH CONSENT** ("Assignment") is made this \_\_\_ day of \_\_\_\_\_ 2012, by and among Santa Rosa Island Authority, a dependent special district of Escambia County, Florida, created by special act of the legislature of the State of Florida, (hereinafter referred to as the "SRIA-Assignor"), and Escambia County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "County-Assignee") and JJW Services, Inc. DBA Accustaff, a for profit corporation authorized to transact business in the State of Florida (hereinafter referred to as Contractor").

**WITNESSETH:**

**WHEREAS**, on or about September 20, 2001, the SRIA-Assignor and County-Assignee entered into an Interlocal Agreement assigning responsibility for the Bob Sikes Toll Bridge collection functions to the SRIA; and

**WHEREAS**, on or about March 24, 2010, the SRIA-Assignor entered into a Toll Collection/Personnel Services Agreement with Contractor (hereinafter referred to as "Agreement") related to toll collection services for the Bob Sikes Bridge Toll Plaza; and

**WHEREAS**, SRIA-Assignor and County-Assignee terminated said Interlocal Agreement with responsibility for such services being assumed by County-Assignee; and

**WHEREAS**, SRIA-Assignor now desires to assign all of its rights, duties and obligations under the Agreement with Contractor to County-Assignee for such assignment; and

**WHEREAS**, County-Assignee now desires to accept an assignment of SRIA-Assignor's rights, duties and obligations under the Agreement with Contractor.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, SRIA-Assignor, County-Assignee, and Contractor hereby agree as follows:

1. The Agreement is hereby assigned to Assignee, and Assignee accepts such assignment, and the Assignor and Contractor consent to such assignment, subject to the terms and conditions set forth in this Assignment. All rights, duties and obligations of Assignor under the Agreement shall become the right, duties and obligations of Assignee immediately upon this Assignment becoming effective.

2. Assignor, Assignee and Contractor agree to the assumption of the performance of the Agreement by Assignee, and to the release of Assignor from any further performance under the Agreement.

3. The Agreement and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Agreement or in any instrument, document or consideration executed or delivered pursuant to the Agreement to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Agreement, as amended by this Assignment.

4. This Assignment will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law. This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Assignment of Agreement on the respective dates under each signature: the Santa Rosa Island Authority, signing by and through its Chairman duly authorized to execute same, and JJW Services, Inc. dba Accustaff, signing by and through its President duly authorized to

execute same, and Escambia County through its Board of County Commissioners, signing by and through its Chairman, duly authorized to execute same by Board action on \_\_\_ day of \_\_\_\_\_ 2012.

**ASSIGNEE: ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Wilson B. Robertson, Chairman

(Seal) \_\_\_\_\_  
Deputy Clerk

This document approved as to form and legal sufficiency.

By: 

Title: ACA

Date: 8/13/12

**ASSIGNOR: SANTA ROSA ISLAND AUTHORITY**

ATTEST: Secretary

By: \_\_\_\_\_  
Dave Pavlock, Chairman

By: \_\_\_\_\_

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

**CONTRACTOR: JJW SERVICES, INC. DBA ACCUSTAFF:**

ATTEST:

By: \_\_\_\_\_  
Julie Wells, President

By: \_\_\_\_\_  
Corporate Secretary

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



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

AI-3080

County Administrator's Report 9. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/06/2012

Issue: Surplus/Disposal of County Assets

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Surplus and Disposal of Certain County Assets - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the request for disposition for the assets listed on the spreadsheet. All of the items on the list will be trashed since the assets are non-functional or not economical to salvage.

**BACKGROUND:**

This recommendation is a request to surplus and dispose of assets listed on the attached spreadsheet

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Surplus Inventory 090612

# Escambia County Surplus Items

<u>ITEM</u>	<u>Asset Tag # &amp; CC</u>	<u>Cost Center</u>	<u>Items Description</u>
Receiver Voting	34723	330401	273CNG0104/Model C04RTB6108C
Receiver Voting	35357	330401	273CNU0009/Model C04RTB6108C
Receiver Voting	35395	330401	273CNU0004/Model C04RTB6108C
Receiver	37692	330401	273CQU0052/Model C04RTB6108C
Portable Radio	48002	330402	MT 2000
Portable Radio	48004	330402	MT 2000
Portable Radio	48005	330402	MT 2000
UHF Receiver	47206	330403	512CYX0099/Model MTR2000
Sharp FO5700 Fax Machine	49949	250111	Serial #14101174
Sharp FO-DC525 Fax Machine	55906	250101	Serial #4710323X
RADIO PORT 2 WAY	035023	330302	471ANL0416
RADIO PORT 2 WAY	035058	330302	420ANN0044
RADIO PORTABLE	046160	330302	355AYE0159
RADIO PORTABLE	046162	330302	355AYE0152X
RADIO PORTABLE	046163	330302	355AYE0153X
RADIO PORTABLE	046164	330302	355AYE0157X
RADIO PORTABLE	046166	330302	355AYE0161X
RADIO PORTABLE	046168	330302	355AYE0156X
RADIO PORTABLE	046169	330302	355AYE0155X
RADIO PORTABLE	046174	330302	355AYE0040Z
RADIO MOBILE	048736	330302	623AAN1047
RADIO MOBILE	048737	330302	623AAN1048
RADIO MOBILE	048738	330302	623AAN1049
RADIO MOBILE	048739	330302	623AAN1050
RADIO MOBILE	048740	330302	623AAN1051
RADIO MOBILE	048741	330302	623AAN1052
RADIO MOBILE UHF	049260	330302	623AAY0750
RADIO MOBILE UHF	049261	330302	623AAY0751



# Escambia County Surplus Items

<u>ITEM</u>	<u>Asset Tag # &amp; CC</u>	<u>Cost Center</u>	<u>Items Description</u>
RADIO MOBILE UHF	049262	330302	623AAY0752
RADIO MOBILE VHF	049263	330302	623AAY1012
RADIO MOBILE VHF	049265	330302	623AAY1014
RADIO PORTABLE UHF	049303	330302	355ABC1445
RADIO PORTABLE UHF	049304	330302	355ABC1446
RADIO PORTABLE UHF	049305	330302	355ABC1447
RADIO PORTABLE UHF	049306	330302	355ABC1448
RADIO PORTABLE UHF	049307	330302	355ABC1449
RADIO PORTABLE UHF	049308	330302	355ABC1450
RADIO PORTABLE UHF	049309	330302	355ABC1451
RADIO PORTABLE UHF	049310	330302	355ABC1452
RADIO PORTABLE UHF	049311	330302	355ABC1453
RADIO PORTABLE UHF	049312	330302	355ABC1454
RADIO PORTABLE UHF	049313	330302	355ABC1455
RADIO PORTABLE UHF	049314	330302	355ABC1456
RADIO PORTABLE UHF	049315	330302	355ABC1457
RADIO PORTABLE UHF	049316	330302	355ABC1458
RADIO PORTABLE UHF	049317	330302	355ABC1459
RADIO PORTABLE UHF	049319	330302	355ABC1461
RADIO PORTABLE UHF	049320	330302	355ABC1462
RADIO PORTABLE UHF	049321	330302	355ABC1463
RADIO PORTABLE UHF	049322	330302	355ABC1464
RADIO PORTABLE UHF	049323	330302	355ABC1465
RADIO PORTABLE UHF	049324	330302	355ABC1466
RADIO PORTABLE UHF	049325	330302	355ABC1467
RADIO PORTABLE UHF	049326	330302	355ABC1468
RADIO PORTABLE UHF	049327	330302	355ABC1469
RADIO PORTABLE UHF	049328	330302	355ABC1470

# Escambia County Surplus Items

<u>ITEM</u>	<u>Asset Tag # &amp; CC</u>	<u>Cost Center</u>	<u>Items Description</u>
RADIO PORTABLE UHF	049329	330302	355ABC1471
RADIO PORTABLE UHF	049330	330302	355ABC1472
RADIO PORTABLE UHF	049332	330302	355ABC1474
RADIO PORTABLE UHF	049333	330302	355ABC1475
RADIO PORTABLE UHF	049334	330302	355ABC1476
RADIO PORTABLE UHF	049335	330302	355ABC1477
RADIO PORTABLE UHF	049336	330302	355ABC1478
RADIO MOBILE VHF	050299	330302	623ABS0294
RADIO MOBILE VHF	050300	330302	623ABS0295
RADIO MOBILE VHF	050301	330302	623ABS0296
RADIO MOBILE UHF	050303	330302	623ABS0306
PORTABLE RADIO	050731	330302	355ACC0725
PORTABLE RADIO	050732	330302	355ACC0726
PORTABLE RADIO	050733	330302	355ACC0727
PORTABLE RADIO	050734	330302	355ACC0728
PORTABLE RADIO	050736	330302	355ACC0730
PORTABLE RADIO	050737	330302	355ACC0731
PORTABLE RADIO	050738	330302	355ACC0732
PORTABLE RADIO	050740	330302	355ACC0734
PORTABLE RADIO	050741	330302	355ACC0735
PORTABLE RADIO	050742	330302	355ACC0736
PORTABLE RADIO	050743	330302	355ACC0737
PORTABLE RADIO	050744	330302	355ACC0738
PORTABLE RADIO	050745	330302	355ACC0739
PORTABLE RADIO	050746	330302	355ACC0740
VHF RADIO	051101	330302	623CCS0215
VHF RADIO	051102	330302	623CCS0216
VHF RADIO	051103	330302	623CCS0216

# Escambia County Surplus Items

<u>ITEM</u>	<u>Asset Tag # &amp; CC</u>	<u>Cost Center</u>	<u>Items Description</u>
VHF RADIO	051104	330302	623CCS0218
VHF RADIO	051105	330302	623CCS0279
VHF RADIO	051106	330302	623CCS0280
VHF RADIO	051108	330302	623CCS0280
DRIVE CAM CAMERA #2	051567	330302	3294296
DRIVE CAM CAMERA	051568	330302	3294296
DRIVE CAM CAMERA	051576	330302	3293754
DRIVE CAM CAMERA #19	52394	330302	3294804
RADIO MOBILE	052506	330302	623CDU1018
RADIO MOBILE	052507	330302	623CDU1019
RADIO MOBILE	052508	330302	623CDU1020
RADIO MOBILE	052509	330302	623CDU1021
RADIO MOBILE	052510	330302	623CDU1022
RADIO MOBILE	052511	330302	623CDU1023
RADIO MOBILE	052512	330302	623CDU1024
RADIO MOBILE	052517	330302	623CDW0241
RADIO MOBILE	052518	330302	623CDW0242
RADIO MOBILE	052519	330302	623CDW0243
RADIO MOBILE	052520	330302	623CDW0244
RADIO MOBILE	052523	330302	623CDW0247
PORTABLE RADIO	053571	330302	355CEY0766
PORTABLE RADIO	053572	330302	355CEY0767
PORTABLE RADIO	053573	330302	355CEY0768
PORTABLE RADIO	053574	330302	355CEY0769
PORTABLE RADIO	053575	330302	355CEY0770
PORTABLE RADIO	053577	330302	355CEY0772
PORTABLE RADIO	053578	330302	355CEY0773
PORTABLE RADIO	053579	330302	355CEY0774

# Escambia County Surplus Items

<u>ITEM</u>	<u>Asset Tag # &amp; CC</u>	<u>Cost Center</u>	<u>Items Description</u>
PORTABLE RADIO	053580	330302	355CEY0775
PORTABLE RADIO	053581	330302	355CEY0776
PORTABLE RADIO	053582	330302	355CEY0777
PORTABLE RADIO	053583	330302	355CEY0778
PORTABLE RADIO	053584	330302	355CEY0779
VENTILATOR	054710	330302	07081128
DRIVECAM-II	055631	330302	03457146
UNIVENT 706 VENTILATOR	055633	330302	0602085
UHF MOBILE RADIO FLASH GPS	055893	330302	07081128
UHF MOBILE RADIO FLASH GPS	055894	330302	071311420
PORTABLE RADIO	056901	330302	037THE4275
PORTABLE RADIO	056902	330302	037THE4436
PORTABLE RADIO	056904	330302	037THE4812
PORTABLE RADIO	056905	330302	037THE4890
PORTABLE RADIO	056906	330302	037THE4905
PORTABLE RADIO	056907	330302	037THE5067
PORTABLE RADIO	056908	330302	037THE5082
PORTABLE RADIO	056911	330302	037THQ5896
PORTABLE RADIO	056912	330302	037THQ5890
PORTABLE RADIO	056913	330302	037THQ5873
PORTABLE RADIO	056916	330302	037THE5473
PORTABLE RADIO	056918	330302	037THE5370
PORTABLE RADIO	056919	330302	037THE5299
PORTABLE RADIO	056920	330302	037THE5177
DRIVE CAM CAMERA	057250	330302	ER007BA3
DRIVE CAM CAMERA	057251	330302	ER007BA6
DRIVE CAM CAMERA	057252	330302	ER007BAA
AUTOVENT 4000	057361	330302	20080506001

# Escambia County Surplus Items

<u>ITEM</u>	<u>Asset Tag # &amp; CC</u>	<u>Cost Center</u>	<u>Items Description</u>
VHF RADIO XPR6500 PORTABLE	058027	330302	037TJY2228
VHF RADIO XPR6500 PORTABLE	058028	330302	037TJY2245
VHF RADIO XPR6500 PORTABLE	058029	330302	037TJY2252
VHF RADIO XPR6500 PORTABLE	058030	330302	037TJY2259
UHF RADIO XPR6500 PORTABLE	058031	330302	037THQ5903
UHF RADIO XPR6500 PORTABLE	058032	330302	037THQ5892
UHF RADIO XPR6500 PORTABLE	058033	330302	037THQ5891
UHF RADIO XPR6500 PORTABLE	058037	330302	037THE5204
UHF RADIO XPR6500 PORTABLE	058038	330302	037THE5201
UHF RADIO XPR6500 PORTABLE	058039	330302	037THE5170
UHF RADIO XPR6500 PORTABLE	058040	330302	037THE5129
UHF RADIO XPR6500 PORTABLE	058041	330302	037THE5126
UHF RADIO XPR6500 PORTABLE	058043	330302	037THE5091
UHF RADIO XPR6500 PORTABLE	058045	330302	037THE4897
UHF RADIO XPR6500 PORTABLE	058047	330302	037THE4872
UHF RADIO XPR6500 PORTABLE	058049	330302	037THE4420
UHF RADIO XPR6500 PORTABLE	058050	330302	037THE4343
UHF RADIO XPR6500 PORTABLE	058052	330302	037THE4327
UHF RADIO XPR6500 PORTABLE	058053	330302	037THE4283
UHF RADIO XPR6500 PORTABLE	058054	330302	037THE4276
UHF RADIO XPR6500 PORTABLE	058055	330302	037THE4272
UHF RADIO XPR6500 PORTABLE	058056	330302	037TJW5680
UHF RADIO XPR6500 PORTABLE	058057	330302	037TJW5772
UHF RADIO XPR6500 PORTABLE	058059	330302	037TJW5813
UHF RADIO XPR6500 PORTABLE	058064	330302	037THQ5893
UHF RADIO XPR6500 PORTABLE	058065	330302	037THE4253
UHF RADIO XPR6500 PORTABLE	058066	330302	037TJW5796
UHF XTL 2500 RADIO	058809	330302	518CLR0271

# Escambia County Surplus Items

<u>ITEM</u>	<u>Asset Tag # &amp; CC</u>	<u>Cost Center</u>	<u>Items Description</u>
UHF XTL 2500 RADIO	058810	330302	518CLR0272
UHF XTL 2500 RADIO	058811	330302	518CLR0273
UHF XTL 2500 RADIO	058812	330302	518CLR0274
UHF XTL 2500 RADIO	058813	330302	518CLR0275
VHF XTL 2500 RADIO	058814	330302	518CLR0783
VHF XTL 2500 RADIO	058815	330302	518CLR0784
Projector Multimedia	43038	330302	507311709/Sharp XGE650B



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

**AI-3092**

**County Administrator's Report 9. 1.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/06/2012

**Issue:** SBA #227 - Sheriff's Off-Duty Officer and Insurance Reimbursements

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #227 - Amy Lovoy,  
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #227, General Fund (001) in the amount of \$24,856, to recognize proceeds from off-duty officers, insurance reimbursements, and fees, and to appropriate these funds back into the Escambia County Sheriff's Budget for operational activities.

**BACKGROUND:**

The Escambia Sheriff's Department has received various reimbursements from insurance, off-duty officers, and fees. These proceeds need to be appropriated back into the Sheriff's Budget for operational activities.

**BUDGETARY IMPACT:**

This amendment will increase Fund 001 by \$24,856.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#227

Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2012-

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

WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from off duty officers for related off-duty employment expenses incurred by the Sheriff's Office, as well as auto insurance and miscellaneous Sheriff's Fees. These funds must now be recognized and appropriated back into the Sheriff's Budget accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2012:

General Fund Fund Name	1 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Miscellaneous Sheriff Fees	1	369939	18,231
Insurance Proceeds	1	369008	4,251
Reimbursements	1	342532	1,160
Insurance Proceeds	1	369008	1,214
<b>Total</b>			<b>\$24,856</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Expense	001/540101	59703	24,856
<b>Total</b>			<b>\$24,856</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

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

\_\_\_\_\_  
Wilson B. Robertson, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
#227





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

**AI-3112**

**County Administrator's Report 9. 2.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/06/2012

**Issue:** Budget Amendment #234 - Molino Library Books and Change Order to the City of Pensacola for Library Services

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Approval of a Budget Amendment for the Molino Community Center/Library and a Change Order to the City of Pensacola - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action:

A. Approve Budget Amendment #234, General Fund (001) in the amount of \$125,000, to increase the Molino Community Center/Library project for the purchase of books and computers; and

B. Approve and authorize the County Administrator to sign Change Order #1, to Purchase Order #120325, to the City of Pensacola in the amount of \$125,000, increasing the total Purchase Order to \$3,443,342, for the purchase of books and computers at the Molino Library.

[Funding Source: Fund 001, General Fund, Cost Center 110201, Account 58102]

**BACKGROUND:**

This budget amendment will increase the total Molino Community Center/Library project to \$4,514,155.95 for the purchase of new books and computers. The funding will come from the \$1,000,000 remaining in the library project; thus decreasing the total to \$875,000. Since the purchase of books and computers are not LOST eligible expenses, funding will be swapped with General Fund dollars by moving an LOST eligible project currently funded from the General Fund into the Local Option Sales Tax Fund. There will be no net increase in expenses to the General Fund.

Since the City of Pensacola administers the operations of the library system, the County will reimburse the City for the purchase of the books and computers.

**BUDGETARY IMPACT:**

See above.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

012ba234

**Board of County Commissioners  
Escambia County  
Budget Amendment Request**

**Request Number  
#234**

**Approval Authorities**

Department Director  
Assistant County Administrator  
County Administrator  
Action by the Board

<u>Date Rec.</u>	<u>Date Forward</u>	<u>Approved</u>	<u>Disapproved</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Transfer From: Fund 001/General Fund/Public Safety**  
**Fund/Department**

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Buildings		330207	56201	125,000
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
<b>Total</b>				<b>\$125,000</b>

**Transfer To: Fund 001/General Fund/Community Affairs**  
**Fund/Department**

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
West Florida Library		110201	58102	125,000
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
<b>Total</b>				<b>\$125,000</b>

**Detailed Justification:**

To provide funds for book purchases for the new Molino Library. This will increase the total Molino project budget by \$125,000 and decrease the remaining library project by \$125,000 to \$875,000.

\_\_\_\_\_  
**OMB Analyst**

\_\_\_\_\_  
**Budget Manager**

\_\_\_\_\_  
**Management & Budget Dept Director**



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

AI-3117

County Administrator's Report 9. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/06/2012

Issue: Sale of Recyclable Ferrous Metal 11-12.050

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Sale of Recyclable Ferrous Metal - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract PD 11-12.050, Sale of Recyclable Ferrous Metal, for a period of 12 months, with an option to extend for two additional 12-month periods, to the following contractors:

- A. Southern Scrap, Co., Inc., award for No.1 HEAVY MELTING STEEL "Torch Steel"; and
- B. Southern Recycling, LLC, award for Sheet Iron.

[Funding: Fund 401, Solid Waste, Revenue Account 343409]

**BACKGROUND:**

The Escambia County Solid Waste Management's Recovered Materials Processing Facility performs this revenue generating activity. Southern Scrap, Co., Inc., and Southern Recycling L.L.C. the highest most responsive and responsible bidders have proposed to buy the recyclables at the agreed bid rates based on the American Metal Market and not decrease below agreed floor price rates. The buyer will provide transportation of the processed recyclables.

**BUDGETARY IMPACT:**

Revenues from the sale of stated recyclable material will vary based on the incoming tonnage of material and fluctuating market rates paid.

Funding: Fund 401, Revenue Account 343409

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristin Hual will prepare the Contract.

**PERSONNEL:**

Jim Howes, Waste Services Manager will be the Contract Administrator for this Contract.

**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, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Contract.

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

**AI-3094**

**County Administrator's Report 9. 4.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/06/2012

**Issue:** Amendment #1 to the Agreement between Escambia County, Florida and First Transit, Inc. for Escambia Area Transit Management Services PD 10-11.060

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Amendment #1 to the Agreement for Mass Transit Services - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Amendment #1 to the Agreement between Escambia County, Florida, and First Transit, Inc., for Escambia County Area Transit Management Services (PD 10-11.060), to amend certain items of the Agreement, including maintenance of facilities.

[Funding: Fund 104, Mass Transit, Cost Centers 320401, 320402, and 320403]

**BACKGROUND:**

On January 18, 2012 the County entered into an Agreement with First Transit Inc., for transit management services in connection with PD 10-11.060 and by mutual agreement both parties agree to amend certain items of the Agreement including maintenance of facilities.

**BUDGETARY IMPACT:**

Funding: Mass Transit Fund 104, Cost Centers 320401,320402,320403

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney prepared the amendment to the Agreement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with with Escambia County, Florida Code of Ordinance Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

## Agreement

**AMENDMENT #1 TO THE AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND FIRST TRANSIT, INC. FOR ESCAMBIA COUNTY AREA TRANSIT MANAGEMENT SERVICES (PD 10-11.060)**

**THIS IS THE FIRST AMENDMENT TO THE AGREEMENT** entered into on January 18, 2012, by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County") and First Transit, Inc., a corporation authorized to transact business in the State of Florida, whose address is 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202-5755 (hereinafter referred to as "Management Company").

**WITNESSETH:**

**WHEREAS**, on January 18, 2012, the County entered into an agreement with the Management Company for transit management services in connection with PD 10-11.060; and

**WHEREAS**, the Parties have agreed to amend certain provisions of the agreement; and

**WHEREAS**, as a result of said amendment, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the County and Management Company agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That Paragraph 2.3 is amended to read as follows:  
  
2.3 In the event the Agreement is not extended or renewed, the Agreement shall terminate in accordance with Section 6 7.10.
3. That Paragraph 4.10 is amended to read as follows:  
  
4.10 Maintenance. Management Company shall be responsible for maintenance of ECAT vehicles and any other equipment incident to the operation of the transit system. Equipment shall be maintained in good working order per the manufacturer's specifications and shall perform all necessary preventative maintenance to ensure full validation of the manufacturer's warranty.

Management Company shall retain and use such equipment for the furtherance of the purposes of this Agreement and shall permit only qualified, safe, careful, licensed



and authorized drivers to operate ECAT vehicles. Management Company shall not permit any ECAT vehicle to be used in violation of any federal, state, or municipal statutes, laws ordinances, rules or regulations, or contrary to the terms of the applicable insurance policy.

County Management Company shall otherwise be responsible for property maintenance, repairs and capital replacements as it relates to ECAT property, facilities, and supporting infrastructure. At anytime, The County reserves the right to perform preventative maintenance, emergency services, or other necessary maintenance or repair services as if it deems necessary to do so for ECAT facilities in order to preserve and protect said property, facilities, and supporting infrastructure.

Management Company shall prepare and supply the County their annual vehicle maintenance and replacement schedule for all vehicles and a funding strategy with their budget to meet demands

To ensure that ECAT equipment, vehicles and facilities are properly maintained, Escambia County and Management Company will jointly inspect the conditions of the vehicles and facilities within thirty (30) days following this Agreement's effective date. Thereafter, not less than annually, the Parties jointly will complete follow-up inspections to determine if there has been any waste or deterioration that is due to improper Management Company Maintenance. If Escambia County determines in the exercise of its reasonable judgment that there is waste or deterioration present (excepting reasonable wear and tear), then Management Company agrees to restore the relevant property to the condition present at the time of the original inspection (excepting reasonable wear and tear) and to reimburse the County for such restoration.

Nothing contained herein shall affect the County's absolute ownership of title to all ECAT vehicles and equipment, such ownership and title being hereby expressly reserved to and retained by County, and Management Company agrees not to lease or otherwise encumber any such vehicles or equipment under its control. Management Company further agrees to not permit said equipment or vehicles or any part thereof to be pledged, seized or held for any taxes, debt, lien or obligation.

4. That Paragraph 7.14 is amended to read as follows:

7.14 Insurance. Management Company is required to carry the following insurance:

(a) Commercial General Liability with \$45,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) General Automobile with \$45,000,000 minimum coverage per occurrence for all liability with excess or umbrella liability coverage making up the difference, if any, between the policy limits of the underlying coverage and the total amount of coverage provided.

Business Automobile Liability with \$45,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability Insurance making up the difference between the policy limits of underlying policies and the total amount of coverage required.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) Professional Liability or Malpractice or Errors and Omissions Insurance with \$1,000,000 minimum per occurrence.

(f) It is understood and agreed by the parties that in the event that the Management Company consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(g) Management Company agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

5. That Paragraph 7.19 is amended to read as follows:

7.19 Notices. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: First Transit, Inc.  
Attention: ~~Richard Dunning~~  
Senior Vice President  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

With Copy To:  
Office of General Counsel  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent.

Either party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

6. That the Parties hereby agree that all other provisions of the Agreement of that are not in conflict with the provisions of this First Amendment shall remain in full force and effect.

7. That the effective date of this First Amendment shall be on the last date executed by the Parties hereto.

8. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

**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 \_\_\_\_\_ 2012, and First Transit, Inc., by and through its President.

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

By: \_\_\_\_\_  
Wilson B. Robertson, Chairman

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

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

This document approved as to form and legal sufficiency.

By: [Signature]

Title: HCF

Date: 8/17/12

**MANAGEMENT COMPANY:  
FIRST TRANIT, INC.**

Attest: Ernie Lee Magaha  
Clerk of the Circuit Court

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

By: \_\_\_\_\_  
President

Attest:  
\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)



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

AI-3124

County Administrator's Report 9. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/06/2012

Issue: Motorola Equipment for ECAT

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Motorola Equipment for ECAT - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the State of Alabama Contract #T300, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval, and award a Purchase Order for Motorola Equipment for Escambia County Area Transit (ECAT) to Motorola Solutions, Inc., PD 11-12.058, in the amount of \$95,670.85.

[Funding: Fund 320, FTA Capital Project Fund, Cost Center 320415, Object Code 56401]

**BACKGROUND:**

Purchase is necessary to upgrade equipment in preparation for the narrow banding FCC Mandate effective January 2013.

**BUDGETARY IMPACT:**

No additional cost to the County results from this action. Expense covered by Federal Grant; FL-90-X728-00.

[Funding: Fund 320, Cost Center 320415, Object Code 56401]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

NA

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This Recommendation is in compliance with the Escambia County FL, Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Purchase Order.

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

**AI-3102**

**County Administrator's Report 9. 6.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/06/2012

**Issue:** Agreement for Provision of Emergency Medical Services during 2012 DeLuna Fest

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Agreement Relating to Emergency Medical Services for the Duration of 2012 DeLuna Fest - Michael D. Weaver, Public Safety Department Director

That the Board ratify the Chairman's signature on the Agreement Relating to Emergency Medical Services with Five Flags Tourism Group, LLC, for the provision of emergency medical services by the Escambia County Emergency Medical Services (EMS) Division for the duration of DeLuna Fest, September 21-23, 2012, for the total amount of \$19,500. The total amount shall be credited to Fund 408, Emergency Medical Service.

**BACKGROUND:**

Five Flags Tourism Group, LLC, a for-profit limited liability company, is producing the 2012 DeLuna Fest on Pensacola Beach, Friday, September 21, through Sunday, September 23, 2012. This three-day event, promoted as "America's Original Beach Party," is anticipated to draw large crowds to the Beach. Because of limited access to the Island, especially during high trafficked events, expectation of hot weather, and other unknown factors, strategic staging of emergency medical resources is vital to enable quick response to individuals experiencing a medical emergency during the event. To ensure that other parts of the County are not negatively impacted by deployment of such resources to a concentrated area, additional staff will be necessary to cover both normal operations and DeLuna Fest. To cover the additional expense, Five Flags Tourism Group, LLC, has agreed to pay \$19,500, in the form of a certified check or cashier's check, on or before September 1, 2012.

**BUDGETARY IMPACT:**

\$19,500 will be credited to Fund 408, Emergency Medical Service, for provision of emergency medical services during the event.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual has approved the Agreement as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is consistent with the Board's policies and procedures.

**IMPLEMENTATION/COORDINATION:**

Pat Kostic, EMS Division Manager, is coordinating the event with representatives of Five Flags Tourism Group, LLC.

---

**Attachments**

2012 DeLuna Fest EMS Agrmt

To Be Ratified

**AGREEMENT RELATING TO  
EMERGENCY MEDICAL SERVICES**

This Agreement is made this 1 day of August, 2012, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Five Flags Tourism Group, LLC, a for-profit limited liability company, authorized to do business in the State of Florida (hereinafter referred to as "Five Flags"), whose principal address is 226 South Palafox Place, Suite 106, Pensacola, Florida 32502.

**WITNESSETH:**

**WHEREAS**, pursuant to separate agreement with the Santa Rosa Island Authority (SRIA), Five Flags has been authorized to conduct a public event on Pensacola Beach known as "DeLuna Fest" from September 21-23, 2012; and

**WHEREAS**, the availability of emergency medical services is imperative in order to ensure the safety and welfare of the general public attending said Event,

**WHEREAS**, Emergency Medical Services (EMS), a division of the Public Safety Bureau of Escambia County, is qualified and able to perform the necessary emergency medical services for the duration of said Event; and

**WHEREAS**, the County and Five Flags desire to enter into an agreement for the provision of such medical services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and Five Flags agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Scope of Services.** EMS shall provide services including, but not limited to, the scope of services outlined in **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
3. **Contract Amount.** In exchange for the provision of the scope of services referenced in Section 2 above, Five Flags shall pay County the total amount of \$19,500.00 in the form of a certified check or cashier's check. The total contract amount shall be paid in full on or before September 1, 2012.



4. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice. In the event of termination by either party as provided herein, the County shall be paid for services performed through the date of termination.

5. Indemnification. 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 Parties, agree to be fully responsible for their negligent acts or omissions or tortuous acts which result in claims or suits against the other Party, and the Parties agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity as defined in §768.28, Florida Statutes, by the County, and nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

6. Relationship of Parties. Nothing in this Agreement can be deemed by the Parties or any third party to create the relationship of principle and agent partnership, joint venture or similar relationship between the County and Five Flags.

7. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Five Flags Tourism Group, LLC  
Attention: Scott Mitchell  
35 Gulf Breeze Pkwy, Ste. B  
Gulf Breeze, FL 32561

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

9. Public Records. Five Flags acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida

Statutes. In the event Five Flags fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving Five Flags and its surety, if any, seven days written notice, during which period Five Flags still fails to allow access to such documents, terminate the contract.

10. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Five Flags acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

11. Compliance with Laws. The parties hereto agree to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

12. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

**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 \_\_\_\_\_, 2012, and Five Flags Tourism Group, LLC, signing by and through its Managing Member, duly authorized to execute same.

This document approved as to form and legal sufficiency

By: [Signature]  
Title: [Signature]  
Date: 8/20/12

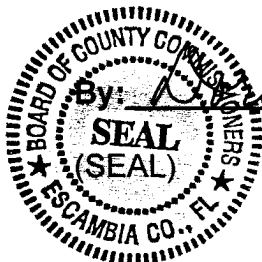
**ATTEST:** Ernie Lee Magaha  
Clerk of the Circuit Court

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

By: [Signature]  
Wilson B. Robertson, Chairman

Date: August 22, 2012

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



By: [Signature]

**FIVE FLAGS TOURISM GROUP**

# Escambia County EMS

## Exhibit "A"

06/06/2012					
Operational Period					
Friday	3:00pm- 12:30am	9.5 hrs	\$100/hr x 6 ALS units	\$5,700	
Saturday	12:00pm- 1:00am	13 hrs	\$100/hr x 6 ALS units	\$7,800	
Sunday	12:00pm-10:00pm	10hrs	\$100/hr x 6 ALS units	\$6,000	
Total Cost:				\$19,500	
<b>NO Charge:</b>					
Two Mule ATV's					
Two 4x4's ATV's					
Medical Director					
Four Supervisors					
MCI Truck/ Trailer / Generator					
Additional Staff for Medical Tent / Area					
Command Bus					



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

**AI-3099**

**County Administrator's Report 9. 7.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/06/2012

**Issue:** Conveyance of Real Property located at 2615 North 6th Avenue to AMR at Pensacola, Inc.

**From:** Keith Wilkins, REP, Department Director

**Organization:** Community & Environment

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Conveyance of Real Property Located at 2615 North 6th Avenue to AMR at Pensacola, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the conveyance of real property located at 2615 North 6th Avenue:

A. Rescind the Board's action of July 26, 2012, concerning the conveyance of real property to AMR at Pensacola, Inc., a not-for-profit corporation, using Escambia County's Surplus Property Disposition for Affordable Housing Development Program;

1. Declaring surplus the Board's real property located at 2615 North 6th Avenue, Account Number 13-3648-000, Reference Number 00-0S-00-9020-014-094;

2. Adopting the Resolution authorizing the conveyance of this property to AMR at Pensacola, Inc.;

3. Approving the sale price of \$1,257.90, plus closing costs, for the 2615 North 6th Avenue property; and

4. Authorizing the Chairman to execute the Resolution and all documents related to the sale;

B. Declare surplus the Board's real property located at 2615 North 6th Avenue, Account Number 13-3648-000, Reference Number 00-0S-00-9020-014-094;

C. Adopt the new Resolution authorizing the conveyance of this property to AMR at Pensacola, Inc., using Escambia County's Surplus Property Disposition for Affordable Housing Development Program;

D. Approve the sale price of \$1.00, plus closing costs, for the 2615 North 6th Avenue property; and

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

**BACKGROUND:**

The sales price for the property listed in the prior recommendation on July 26 was intended to cover the delinquent taxes on the parcel, and not be paid to the County in addition to the back taxes owed. The original sales agreement and Resolution did not reflect this information, necessitating a revised board recommendation, sales agreement, and Resolution. AMR at Pensacola, Inc. (AMR) had requested a minimal sales price due to the expenses that will be incurred in clearing up the title on this property as a quiet title suit will need to occur.

On September 15, 2011, the Board approved acquisition of the subject property at 2615 North 6th Avenue through tax deed sale in order to utilize the property for affordable housing. The prior owner was under contract with the County to build a single-family residence and sell to an income eligible buyer. However, the developer abandoned the project, not maintaining the property or paying property taxes. The parcel requires completion of construction in order to sell the home to an affordable buyer under the State Housing Initiatives Partnership (SHIP) Program and/or Neighborhood Stabilization Program (NSP) guidelines.

Neighborhood Enterprise Foundation, Inc. (NEFI) secured a title search on the property and a survey. NEFI has also met with the City of Pensacola Building Inspections Department to discuss the expired building permit on the property. On June 8, 2012, NEFI circulated the availability of this property to eligible not-for-profit agencies with copies of the title work, survey, delinquent back taxes, and property appraiser information. Interested agencies had 10 days to respond with a letter of interest to NEFI as outlined in the Surplus Property Disposition for Affordable Housing Development Program. The only agency that replied was AMR. Due to the title issues with the property, AMR has requested that the property be conveyed for \$1 plus the costs of the transfer. This is permitted under the Surplus Property Disposition for Affordable Housing Development Program, which allows a transfer to be made for "the value of all County held tax certificates, property taxes, County held liens at the time of the transfer excluding accrued interest, any foreclosure costs, and any costs associate with acquiring title to the parcel." AMR will pay the remaining outstanding back taxes, complete the construction, clear up remaining title issues through a quiet title suit, and sell the property to an income eligible buyer under the SHIP and/or NSP program. Five City liens against the property for grass-cutting have been recently forgiven. The County does not have a need for this property.

**BUDGETARY IMPACT:**

Conveyance of the property to AMR will ensure that the County will not be liable to repay Florida Housing Finance Corporation for state funds expended on the property to date.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Resolution and Agreement for Sale and Purchase have been approved as to form and legal sufficiency by Stephen G. West, Senior Assistant County Attorney. The County Attorney's office will prepare closing documents and the purchaser will pay all closing costs.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

NEFI will work closely with AMR to ensure all program requirements are met in a timely manner.

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### **Attachments**

Property Information

Resolution

Agreement

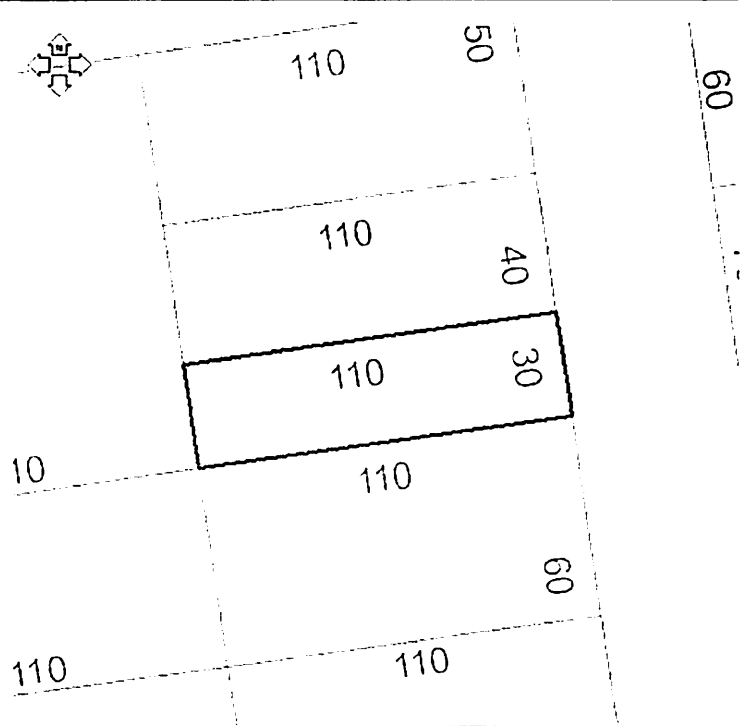
[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

<b>General Information</b> <b>Reference:</b> 000S009020014094 <b>Account:</b> 133648000 <b>Owners:</b> ESCAMBIA COUNTY BOARD OF COMMISSIONERS <b>Mail:</b> 221 PALAFOX PL PENSACOLA, FL 32502 <b>Situs:</b> 2615 N 6TH AVE 32503 <b>Use Code:</b> VACANT RESIDENTIAL <b>Taxing Authority:</b> PENSACOLA CITY LIMITS <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	<b>2011 Certified Roll Assessment</b> <b>Improvements:</b> \$0 <b>Land:</b> \$6,270 <b>Total:</b> \$6,270 <b>Save Our Homes:</b> \$0  <p style="text-align: center;"><a href="#">Disclaimer</a></p> <p style="text-align: center;"><a href="#">Amendment 1 Calculations</a></p>
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<b>Sales Data</b> <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>07/05/2011</td> <td>6770</td> <td>1920</td> <td>\$100</td> <td>TD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>07/16/2009</td> <td>6484</td> <td>387</td> <td>\$100</td> <td>QC</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>04/2007</td> <td>6134</td> <td>1430</td> <td>\$14,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>03/2001</td> <td>4863</td> <td>1211</td> <td>\$7,000</td> <td>TD</td> <td><a href="#">View Instr</a></td> </tr> </tbody> </table> Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court	Sale Date	Book	Page	Value	Type	Official Records (New Window)	07/05/2011	6770	1920	\$100	TD	<a href="#">View Instr</a>	07/16/2009	6484	387	\$100	QC	<a href="#">View Instr</a>	04/2007	6134	1430	\$14,000	WD	<a href="#">View Instr</a>	03/2001	4863	1211	\$7,000	TD	<a href="#">View Instr</a>	<b>2011 Certified Roll Exemptions</b> None  <b>Legal Description</b> LT 14 BLK 94 EAST KING TRACT OR 6770 P 1920 CA 62  <b>Extra Features</b> None
Sale Date	Book	Page	Value	Type	Official Records (New Window)																										
07/05/2011	6770	1920	\$100	TD	<a href="#">View Instr</a>																										
07/16/2009	6484	387	\$100	QC	<a href="#">View Instr</a>																										
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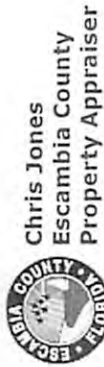
<b>Parcel Information</b> Section Map Id: CA062 Approx. Acreage: 0.0800 Zoned: R-NC	<p style="text-align: center;"><a href="#">Restore Map</a>      <a href="#">Get Map Image</a>      <a href="#">Launch Interactive Map</a></p> 
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Buildings	
<b>Building 1 - Address:2615 N 6TH AVE, Year Built: 2012, Effective Year: 2012</b>	
<b>Structural Elements</b> <b>FOUNDATION-SLAB ON GRADE</b> <b>EXTERIOR WALL-VINYL SIDING</b> <b>NO. PLUMBING FIXTURES-7.00</b> <b>ROOF FRAMING-GABL/HIP COMBO</b> <b>ROOF COVER-COMPOSITION SHG</b> <b>INTERIOR WALL-UNFINISHED</b> <b>FLOOR COVER-UNFINISHED/NONE</b> <b>NO. STORIES-1.00</b> <b>FLOOR COVER-UNFINISHED/NONE</b> <b>DECOR/MILLWORK-NONE</b> <b>HEAT/AIR-NONE</b> <b>STRUCTURAL FRAME-WOOD FRAME</b>	
<b>Areas - 1500 Total SF</b> <b>BASE AREA - 1452</b> <b>OPEN PORCH FIN - 24</b> <b>PATIO - 24</b>	

Images				
10/18/10	6/3/11	10/21/11	1/27/12	
2/8/12				

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





**Chris Jones**  
**Escambia County**  
**Property Appraiser**

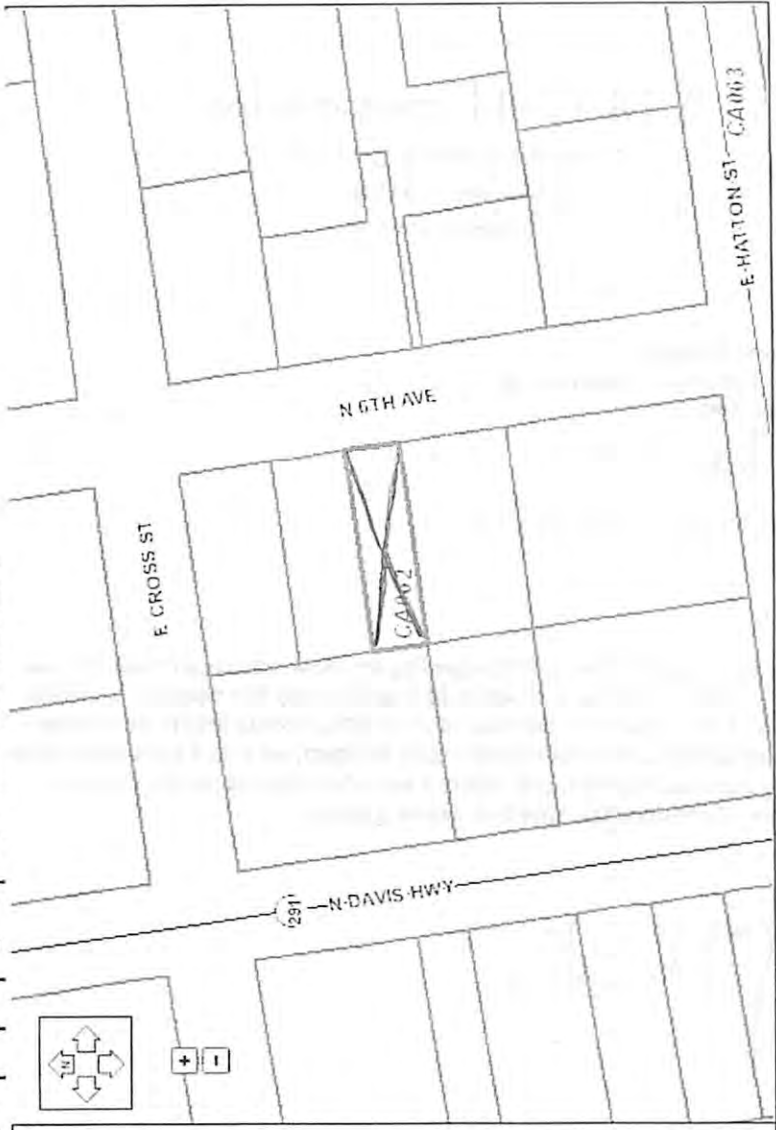
Use numeric selection labels  
 Download Selection Data (1 row)  
 Record Search

Reference: 00-05-00-9020-014-094  
 Account: 13-3648-000  
 Section Map: CA062  
 Situs: 2615 N 6TH AVE  
 Subdivision:  
 EAST KING TRACT  
 Owner: ESCAMBIA COUNTY BOARD OF COMMISSIONERS  
 Mailing Address:  
 221 PALAFOX PL  
 PENSACOLA, FL 32502  
 Last Sale: 7/5/2011, \$100  
 Property Use: VACANT RESIDENTIAL  
 Approx. Acreage: 0.0800  
 Building Count: 1  
 Total Heated Area: 1452  
 Zoned: R-NC

Include radius in selection (5280 ft max)  
 ft  
 Radius is used only with single parcel selection

Lookup Options:  
 Reference Nbr:   
 Auto Select  
 Lookup Results

Ex: 012N33444555666



A. M. R. at Pensacola, Inc.

730 Bayfront Parkway, Suite 4-B  
Pensacola, FL 32502  
(850)438-4400

June 18, 2011

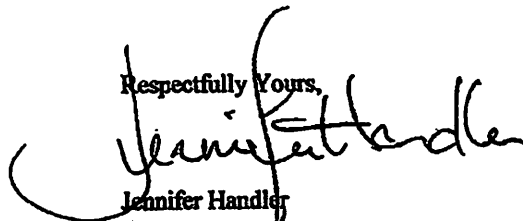
Meredith Reeves-Nunnari  
Neighborhood Enterprise Foundation, Inc.  
3420 Barrancas Avenue  
P.O. Box 18178  
Pensacola, FL 32523

RE: 2615 N. 6<sup>th</sup> Ave. - Letter of Interest

Dear Meredith,

Thank you for your email of June 8, 2012 regarding the above referenced property. Due to existing liens and encumbrances, should A.M.R agree to buy this property, we would request transfer of the property for the value of the existing County held property taxes plus any cost associated with the title transfer only. In return, we would agree to complete the project and sell to an eligible family within a year of the transfer per the County's Surplus Property Disposition for Affordable Housing policy.

Respectfully Yours,



Jennifer Handler

**RESUME OF THE REGULAR BCC MEETING – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**II. BUDGET/FINANCE CONSENT AGENDA – Continued**

3. **Recommendation:** That the Board adopt the Resolution approving Supplemental Budget Amendment #204, Other Grants and Projects Fund (110), in the amount of \$39,651, to recognize proceeds from a State of Florida Division of Emergency Management Federally-Funded Subgrant Agreement, and to appropriate these funds for the purpose of enhancing the security at the Public Safety Facility Campus.

**Approved 5-0**

4. **Recommendation:** That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 11-12.038, "Star Lake-Belle Meadow Group Resurfacing," to Roads, Inc., of NWF, for a total amount of \$1,176,708.09 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project No. 08EN0208).

**Approved 5-0**

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

- A. Declare surplus the Board's real property located at 2615 North 6th Avenue, Account Number 13-3648-000, Reference Number 00-0S-00-9020-014-094;
- B. Adopt the Resolution authorizing the conveyance of this property to AMR at Pensacola, Inc.;
- C. Approve the sale price of \$1,257.90, plus closing costs, for the 2615 North 6th Avenue property; and
- D. Authorize the Chairman to execute the Resolution and all documents related to the sale.

**Approved 5-0**

7/26/2012

RESOLUTION R2012-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO AMR AT PENSACOLA, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a certain parcel of real property located in Escambia County, Florida, more particularly described in the Agreement for Sale and Purchase attached to this resolution; and

WHEREAS, AMR at Pensacola, Inc., a Florida corporation not-for-profit (AMR), 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 AMR under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to AMR 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 AMR for a purchase price of One Dollar (\$1.00), with all closing costs being borne by AMR, 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 \_\_\_\_\_, 2012.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Wilson B. Robertson

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. 16, 2012

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, 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 AMR at Pensacola, Inc., a Florida non-profit corporation, whose address is 730 Bayfront Parkway, Suite 4-B, Pensacola, Florida 32502 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below:

LT 14 BLK 94 EAST KING TRACT OR 6484 P 387 CA 62.  
Property Identification No. 00-0S-00-9020-014-094.

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, Seller approved the sale of the Property to Buyer for the amount of \$1.00; 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 One Dollar (\$1.00) 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 2012 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  $\frac{1}{2}$  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 30 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 represents and warrants to Buyer that no broker or finder has been employed by Seller in connection with the sale and purchase contemplated in the Agreement. Buyer represents and warrants to Seller that either (1) no broker or finder has been employed by Buyer in connection with the sale and purchase contemplated or (2) Buyer has retained the services of a broker or finder that will be compensated solely by Buyer outside of closing.

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:

AMR at Pensacola, Inc.  
730 Bayfront Parkway  
Suite 4-B  
Pensacola, Florida 32502

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

\_\_\_\_\_  
Wilson B. Robertson, Chairman

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

BCC Approved: July 26, 2012

This document approved as to form  
and legal sufficiency.

By [Signature]  
Title Asst. County Attorney  
Date Aug. 16, 2012

**BUYER:**  
AMR at Pensacola, Inc.

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Lamar B. Cobb, Sr., President

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Lamar B. Cobb, Sr., as President of AMR at Pensacola, Inc., a Florida non-profit corporation. He  is personally known to me,  produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

(Notary Seal)



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

**AI-3100**

**County Administrator's Report 9. 8.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/06/2012

**Issue:** Approval of Fiscal Year 2012-2013 Mosquito Control Division Annual Contractual Services Agreement #018773

**From:** Keith Wilkins, REP, Department Director

**Organization:** Community & Environment

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Approval of the Fiscal Year 2012-2013 Contractual Services Agreement for the Mosquito Control Division - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning approval of the Fiscal Year 2012-2013 Contractual Services Agreement between the Florida Department of Agriculture and Consumer Services (FDACS) and the Escambia County Board of County Commissioners, FDACS Contract #018773, for Mosquito Control:

A. Approve the annual Contractual Services Agreement, with an effective date of October 1, 2012, through September 30, 2013, in the amount of \$18,500; and

B. Authorize the Chairman to sign the annual Contractual Services Agreement.

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

**BACKGROUND:**

Florida Statutes, Chapter 388, and Florida Administrative Code, Chapter 5E-13, authorized the Florida Department of Agriculture and Consumer Services to regulate and administer mosquito control throughout the State of Florida. Compliance with annual Contractual Services Agreement provides for State Grant Funding to be distributed to the Escambia County Mosquito Control Division.

**BUDGETARY IMPACT:**

Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State I Funds.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Contractual Services Agreement was reviewed by Kristin Hual, Assistant County Attorney, and found to be legally sufficient.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required when entering into Contract Agreements. This recommendation is consistent with the Board's goals and objectives for capitalizing on alternative revenue generation without increasing the tax burden.

**IMPLEMENTATION/COORDINATION:**

The Mosquito Control Division management will ensure that Escambia County complies with the annual Contractual Services Agreement and performs all activities required.

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**Attachments**

FDACS Annual Contractual Services Agreement



ADAM H. PUTNAM  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Administration

FDACS CONTRACT #  
018773

## CONTRACTUAL SERVICES AGREEMENT

This AGREEMENT, made and entered into this 6<sup>th</sup> day of September 2012 by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, the Department, and **Escambia County**, acting for and on behalf of the **Escambia County Mosquito Control**, the Contractor.

**CONTRACT PERIOD: October 1, 2012 through September 30, 2013**

When state funds are involved, it is the duty of the Department to guide, review, approve, and coordinate the activities of all county governments and special districts receiving state funds in furtherance of the goal of integrated mosquito control.

The CONTRACTOR agrees to comply with the following statutory language of Chapter 388, F.S. and Administrative Code 5E-13.

An operational work plan on **DACS form 13666** entitled "**Operational Work Plan Narrative**", a signed acknowledgment of notification of being subject to **Section 215.97, F.S.** and a detailed work plan on **DACS form 13623** entitled "**Detailed Work Plan Budget**" providing for the control of mosquitoes are to be filed with the Department **not later than July 15, 2012**.

Following approval of the work plan and detailed work plan budget by the Department, **two notarized(certified)** copies of the county's or district's certified budget on form **DACS form 13617**, entitled "**Annual Certified Budget for Mosquito Control**" shall be submitted to the Department **not later than September 15, 2012**. If any changes are made (i.e. local cash carry forward, etc.) to the **Annual Certified Budget for Mosquito Control** after October 1st, a budget amendment on **DACS form 13613** entitled "**Arthropod Control Budget Amendment**" must be submitted to the Department **not later than October 30, 2012**. **NO EXCEPTIONS WILL BE MADE.**

Budget amendments on **DACS form 13613**, entitled "**Arthropod Control Budget Amendment**," and hereby incorporated by reference shall be prepared and submitted to the Department **prior** to over-expending funds in any account or expending funds in non-budgeted accounts. Budget amendments must be explained by accompanying requests for approval of changes to be made in the detailed budget. Department approval of the amendment(s) must be received **before** such expenditures are made.

**Not later than thirty(30) days after the end of each month** (i.e. October reports are due by December 1st), each district or county shall submit a monthly financial report to the Department on **DACS Form 13663**, entitled "**Mosquito Control Monthly Report**" for **Local Funds** and **DACS Form 13650** entitled "**Mosquito Control Monthly Report**" for **State Funds**, hereby incorporated by reference. A district or county shall submit **two(2)** copies of its September financial report to the Department not later than sixty (60) days after close of each fiscal year. Copies of reports shall be signed by program director or person responsible for administration of the program and funds. Any county or district **withdrawing** from participation in state matching funds under Chapter 388, F.S., shall continue to submit financial reports as required in 5E-13.027(3) until funds received under this program are exhausted.

A district or county shall submit monthly chemical reports of accomplishments and an inventory of chemicals, on prescribed forms **DACS Form 13664** entitled "**Mosquito Control Chemical Inventory Report**" and **DACS Form 13652** entitled "**Mosquito Control Monthly Activity Report**" for pesticide activity, hereby incorporated by reference, to the Department not later than thirty (30) days after the end of each month (i.e. October reports are due by December 1st). If there is no activity in any given month, the county shall continue to submit monthly reports of accomplishments and an inventory of chemicals, on prescribed forms to the Department not later than thirty (30) days after the end of each month (i.e. October reports are due by December 1st) stating "**NO ACTIVITY**".

**State funds received shall be deposited in a separate depository account from local funds received. Disbursements shall be made on pre-numbered checks or warrants drawn on the separate depository account from the local funds.** Local and state funds shall be deposited in banks designated as depositories of public funds in accordance with provisions of Section 659.24 F.S.

All purchases of supplies, materials and equipment by counties or districts shall be made in accordance with the laws governing purchases by boards of county commissioners, except that districts with special laws relative to competitive bidding shall make purchases in accordance therewith.

All funds, supplies, and services released to counties and districts here under shall be used in accordance with the detailed work plan and certified budget approved by both the Department and the county or district. The plan and budget may be amended at any time upon **prior approval** of the Department.

All funds, supplies, and services released on the dollar-for-dollar matching basis shall be used exclusively for an integrated program that provides a combination of mosquito control, source reduction measures, public education, personnel training and certification, mosquito population surveillance, larvicides, adulticides, equipment, and alerts as approved by the Department.

State funds shall be payable quarterly, in accordance with the rules of the Department, upon requisition by the Department to the Chief Financial Officer. The Department is authorized to furnish insecticides, chemicals, materials, equipment, vehicles, and personnel in lieu of state funds where mass purchasing may save funds for the state, or where it would be more practical and economical to use equipment, supplies, and services between two or more counties or districts.

State and local funds budgeted for the control of mosquitoes shall be carried over at the end of the county or district's fiscal year, and re-budgeted for such control measures the following fiscal year. **No State funds can be placed in a reserve account.**

All equipment purchased under this chapter with state funds made available directly to the county or district shall become the property of the county or district unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the county or district.

A record and inventory of certain property owned by the district shall be maintained in accordance with s. 274.02 on the operational work plan on **DACS form 13666** entitled "**Operational Work Plan Narrative**".

Surplus property shall be disposed of according to the provisions set forth in s. 274.05 with the following exceptions: Serviceable equipment no longer needed by a county or district shall first be offered to any or all other counties or districts engaged in mosquito control at a price established by the board of commissioners owning the



equipment. If no acceptable offer is received within two weeks, the equipment shall be offered to such other governmental units or private nonprofit agencies as provided in s. 274.05.

The alternative procedure for disposal of surplus property, as prescribed in s. 274.06, shall be followed if it has been determined no other county, district, governmental unit, or private nonprofit agency has need for the equipment.

All proceeds from the sale of any real or tangible personal property owned by the county or district shall be deposited in the county's or district's mosquito control state fund account unless otherwise specifically designated by the Department.

All counties and districts carrying out programs for the control of mosquitoes involving the expenditure of state funds shall set up and maintain books and records under a method approved by the Auditor General and be subject to audit by same.

State funds, supplies, and services shall be made available to such county or district by and through the Department immediately upon release of funds by the Executive Office of the Governor. Following the determination of funds available, if necessary, the Department shall make an adjustment in amounts of money payable to the district or counties in the last three(3) quarters of the current fiscal year. Districts or counties shall be notified of the amount of payable to them and if necessary shall amend amounts of state funds budgeted.

The Department, upon notifying a county or district and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one district to another in the event of an emergency brought about by an arthropod borne epidemic or other disaster requiring emergency control.

Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and (2) conducted by independent auditors in accordance with auditing standards as stated in rules of the Auditor General. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General. **Two(2) notarized(certified) copies of the Notification of Section 215.97, F.S. Memo** shall be returned to the Department **not later than July 15, 2012.** This Agreement shall be executed and returned to the Department **not later than October 1, 2012.**

**Failure to comply with chapter 388, F.S., Administrative Code 5E-13 and this Agreement can result in loss or termination of funds and/or state approval certification.**

Intellectual property is subject to the following additional provisions:

- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the CONTRACTOR nor any individual employed under this contract shall have any proprietary interest in the product.
- B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.

- C. In the event it is determined as a matter of law that any such work is not a "work for hire," CONTRACTOR shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.
- D. The foregoing shall not apply to any preexisting software, or other work of authorship used by CONTRACTOR to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.

The six digit Department of Management Services' class/group code commodity catalog control number is: 916-330

The Department will pay the Contractor in arrears as follows:

An amount not to exceed \$18,500 payable in equal quarterly installments upon receipt of required reports submitted to the Department within statutory deadlines.

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Authorization for travel expenses must be specified in the paragraph for payments directly above.

Bills for services shall be submitted to the Department in detail sufficient for a proper pre audit and post audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent.

Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

The DEPARTMENT may make partial payments to the CONTRACTOR upon partial delivery of services when a request for such partial payment is made by the CONTRACTOR and approved by the DEPARTMENT.

This contract may be cancelled by either party by giving not less than 30 days prior written notice of the cancellation.

The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the CONTRACTOR to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the CONTRACTOR the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

- A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
- B. Disallow all or part of the cost of the services not in compliance.
- C. Wholly or partly suspend or terminate this contract.

The Department shall have the right of unilateral cancellation for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the CONTRACTOR. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT. Renewal costs may not be charged by the CONTRACTOR.

It is mutually understood and agreed that this contract is:

- A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.
- B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

The following provisions of A through L are not applicable to procurement contracts used to buy goods or services from vendors, but are only applicable to a CONTRACTOR subject to the Florida Single Audit Act.

- A. There are uniform state audit requirements for state financial assistance provided by state agencies to Nonstate entities to carry out state projects in accordance with and subject to

requirements of Section 215.97, Florida Statutes (F.S.), which may be applicable to and binding upon Recipient. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.

- B. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through this Department resource by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from this Department resource, other state agencies, and other Nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a Nonstate entity for Federal program matching requirements.
- C. Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- D. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.
- E. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If the Nonstate entity does not meet the threshold requiring the state single audit, such Nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from the Nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).
- F. Each state awarding agency shall:
  - (1) Provide to a Recipient, information needed by the Recipient to comply with the requirements of Section 215.97, F.S.
  - (2) Require the Recipient, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the Recipient's records and the Recipient's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The Recipient is required to retain sufficient records demonstrating its compliance with the terms of this

agreement for a period of three years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services or its designee, access to such records upon request.

- (3) Notify the Recipient that Section 215.97, F.S., does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
  - (4) Be provided by Recipient one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means the nonstate entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
    - (a) The Department of Agriculture and Consumer Services  
Division of Administration  
509 Mayo Building  
407 South Calhoun Street  
Tallahassee, Florida 32399-0800
    - (b) The Auditor General's Office at the following address:  
State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32302-1450
    - (c) The Department of Agriculture and Consumer Services  
Bureau of Entomology and Pest Control, Mosquito Control Program  
1203 Governors Square Blvd, Suite 300  
Magnolia Center I  
Tallahassee, Florida 32301
- G. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services, or its designee, Chief Financial Officer, or Auditor. General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

- I. The Recipient shall be required to ensure expenditures of state financial assistance be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures (DFS).
- J. The Recipient agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.
- K. The Recipient agrees that any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.
- L. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a Recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:
  - a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
  - b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

The following provisions of A through I are applicable regarding the administration of resources provided by the Department to the Recipient of Federal Funds. Those provisions are applicable if the Recipient is a state or local government or a nonprofit organization as defined in OMB Circular A-133, as revised.

- A. In the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through this Department by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from this Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with provisions of OMB Circular A-133, as revised, will meet these requirements.
- B. In connection with these audit requirements, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- C. If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

- D. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:
- (a) The Department of Agriculture and Consumer Services  
Division of Administration  
509 Mayo Building  
407 South Calhoun Street  
Tallahassee, Florida 32399-0800
  - (b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:  
  
Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132
  - (c) Other federal agencies and pass-through entities in accordance with Sections .320(c) and (f), OMB Circular A-133, as revised.
- E. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the Auditor, to the Department of Agriculture and Consumer Services at the following address:
- The Department of Agriculture and Consumer Services  
509 Mayo Building  
407 South Calhoun Street  
Tallahassee, Florida 32399-0800
- F. Any reports, management letters, or other information required to be submitted to the Department of Agriculture and Consumer Services pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised.
- G. Recipients, when submitting financial reporting packages to the Department of Agriculture and Consumer Services for audits done in accordance with OMB Circular A-133, as revised, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Agriculture and Consumer Services, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

- I. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a Recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:
  - a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
  - b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 877-4816 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 12425 28th Street, North, 3rd Floor, St. Petersburg, Florida 33716, telephone number (727) 572-1987.

The CONTRACTOR is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The CONTRACTOR shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).



The CONTRACTOR is informed that the employment of unauthorized aliens is a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.uch violation shall be cause for unilateral cancellation of this contract.

The CONTRACTOR is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a Contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the DEPARTMENT shall be controlling.

All contracts entered into by the DEPARTMENT or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

The Contract Manager for the Department is Angela Weeks-Samanie and is located at Bureau of Entomology and Pest Control, Mosquito Control Program, 3125 Conner Boulevard, MS C-41, Tallahassee, Florida 32399-1650.

The Contract Manager for the Contractor is Escambia County for Escambia County Mosquito Control and is located at 611 Highway 297A, Cantonment, Florida 32533 acting for and on behalf of the Escambia County.

Signed by parties to this agreement:

**Department OF AGRICULTURE AND  
CONSUMER SERVICES**

**CONTRACTOR:  
Escambia County**

*Mike Graham*

Signature

Signature Wilson B. Robertson, Chairman

*Director of Administration*

Title

Title

Date

*June 19, 2012*

Date

September 6, 2012

This document approved as to form and legal sufficiency

By

*Kristen Head*

Title

*MCA*

Date

*8/19/12*

County of \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, certify the signature of the Contractor on the foregoing and the document is a true, correct, complete and unaltered copy of The Contract Agreement.

\_\_\_\_\_  
Notary Public

**ATTEST: ERNIE LEE MAGANA  
CLERK OF THE CIRCUIT COURT**

**BY: \_\_\_\_\_  
DEPUTY CLERK**

## EXHIBIT - 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$ (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

*NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

Federal Program:

List applicable compliance requirements as follows:

1. First applicable compliance requirement (e.g., what services/purposes resources must be used for).
2. Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).
3. Etc.

*NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

*NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.*

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$ (amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

*NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.*

**Awarding Agency: FL Department of Agriculture and Consumer Services**

**Title: MOSQUITO CONTROL (Arthropod Control / Mosquito Control State Aid)**

**Project Amount: Not to exceed \$18,500**

**CSFA#: 42003**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

*NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of "ABC" for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

*NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.*



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

**AI-3103**

**County Administrator's Report 9. 9.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/06/2012

**Issue:** Approve Payment of Prior Year Invoices via Voucher to Gulf Coast Pro Dive, Inc., DBA Dive Pros

**From:** Keith Wilkins, REP, Department Director

**Organization:** Community & Environment

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Approval of Payment of Prior Year Invoice via Voucher to Gulf Coast Pro Dive, Inc., DBA Dive Pros - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve payment by voucher to Gulf Coast Pro Dive, Inc., DBA Dive Pros, in the amount of \$473.45, to pay unpaid invoices #73122 dated May 14, 2010, #78814 dated May 19, 2011, #79768 dated June 16, 2011, and #80127 dated June 27, 2011, for goods and services purchased during Fiscal Years 2010 and 2011.

[Funding Source: Fund 108, Tourist Promotion Fund, Cost Center 220805, 4th Cent Marine Recreation, Object Codes 54601 and 55201]

**BACKGROUND:**

In June of 2012, Gulf Coast Pro Dive, Inc., DBA Dive Pros, contacted the Community & Environment Department, Marine Resources Division, indicating that invoices were outstanding for goods and services procured in May of 2010 and in May and June of 2011. Upon research by Marine Resources and the Community & Environment Department, it was determined that the goods and services were indeed received from Dive Pros, but the invoices had not been paid. Because these invoices cross fiscal years and will be paid in the current fiscal year, Board approval is required to process the payments.

**BUDGETARY IMPACT:**

Funds are available in Fund 108, Tourist Promotion Fund, Cost Center 220805, 4th Cent Marine Recreation, Object Codes 54601 and 55201.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

After Board approval, Community & Environment Department will submit a voucher to the Clerk's office for processing.

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**Attachments**

Dive Pro Invoices



DIVE PROS  
7203 HWY 98W  
PENSACOLA, FL 32506  
USA  
(850) 456-8845

\*\*\* DUPLICATE \*\*\*

NON TAXABLE INVOICE INV #78814  
19 MAY 2011 03:57PM  
SALES: KURTIS F

ESCAMBIA MARINE RES #4223  
ROBERT TURPIN  
1190 W. LEONARD ST.  
PENSACOLA, FL 32501

INV A/R: \$1,847.78

LA O/H	1@	\$49.50	N	\$49.50
REGULATOR OVERHAUL 1ST & 2ND STAGE & OCTO **				
LA O/H2	1@	\$15.75	N	\$15.75
OVERHAUL 2ND STAGE ONLY				

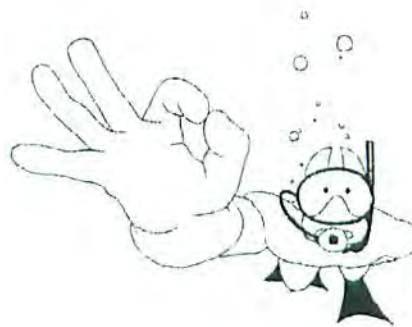
SUB-TOTAL	\$65.25
SALES TAX	\$ .00
TOTAL DUE	\$65.25
IN-STO	-\$65.25
AUTH#: KFJ	
CHANGE	\$ .00

I agree to the above charges.

X

Merchant Copy

THANK YOU FOR SHOPPING WITH THE  
DIVE PROS!



DIVE PROS  
7203 HWY 98W  
PENSACOLA, FL 32506  
USA  
(850) 456-8845

\*\*\* DUPLICATE \*\*\*

NON TAXABLE INVOICE INV #73122  
14 MAY 2010 01:35PM  
SALES: KURTIS F

ESCAMBIA MARINE RES #4223  
ROBERT TURPIN  
1190 W. LEONARD ST.  
PENSACOLA, FL 32501

INV A/R: \$553.60

LA O/H	3@	\$55.00	N	\$165.00
REGULATOR OVERHAUL 1ST & 2ND STAGE & OCTO **				
LA O/H2	3@	\$17.50	N	\$52.50
OVERHAUL 2ND STAGE ONLY				
LA PARTS	1@	\$119.20	N	\$119.20
SERVICE/REPAIR PARTS NA NA				

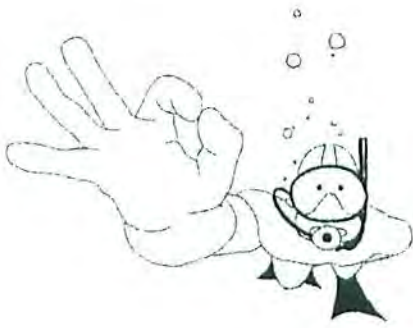
SUB-TOTAL	\$336.70
SALES TAX	\$ .00
TOTAL DUE	\$336.70
IN-STO	-\$336.70
AUTH#: KFJ	
CHANGE	\$ .00

I agree to the above charges.

X

Merchant Copy

THANK YOU FOR SHOPPING WITH THE  
DIVE PROS!



DIVE PROS  
7203 HWY 98W  
PENSACOLA, FL 32506  
USA  
(850) 456-8845

\*\*\* DUPLICATE \*\*\*

NON TAXABLE INVOICE      INV #79768  
16 JUN 2011                      12:30PM  
SALES: KURTIS F

ESCAMBIA MARINE RES                      #4223  
ROBERT TURPIN  
1190 W. LEONARD ST.  
PENSACOLA, FL 32501

INV A/R: \$1,506.30

FA NEURO      2@\$16.00      N      \$32.00  
ON SITE NEURO SLATE

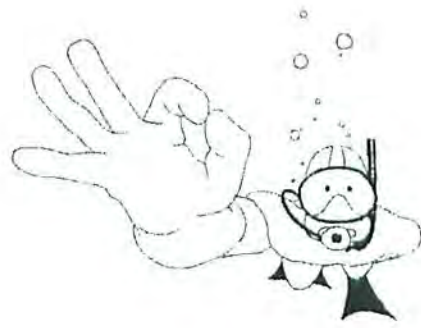
SUB-TOTAL		\$32.00
SALES TAX		\$ .00
TOTAL DUE		\$32.00
	IN-STO	\$-32.00
AUTH#: MSV		
CHANGE		\$ .00

I agree to the above charges.

X \_\_\_\_\_

Merchant Copy

THANK YOU FOR SHOPPING WITH THE  
DIVE PROS!



DIVE PROS  
7203 HWY 98W  
PENSACOLA, FL 32506  
USA  
(850) 456-8845

\*\*\* DUPLICATE \*\*\*

NON TAXABLE INVOICE      INV #80127  
27 JUN 2011                      01:53PM  
SALES: KURTIS F

ESCAMBIA MARINE RES                      #4223  
ROBERT TURPIN  
1190 W. LEONARD ST.  
PENSACOLA, FL 32501

INV A/R: \$1,549.60

FL 1905      1@\$39.50      N      \$39.50  
TORPEDO FLAG/FLOAT

SUB-TOTAL		\$39.50
SALES TAX		\$ .00
TOTAL DUE		\$39.50
	IN-STO	\$-39.50
AUTH#: MSV		
CHANGE		\$ .00

I agree to the above charges.

X \_\_\_\_\_

Merchant Copy

THANK YOU FOR SHOPPING WITH THE  
DIVE PROS!

SUNGARD PENTAMATION  
 DATE: 08/13/2012  
 TIME: 11:54:01

ESCAMBIA COUNTY BOCC  
 VENDOR PAYMENT HISTORY

PAGE NUMBER: 1  
 ACCTPA31

SELECTION CRITERIA: transact.yr='11' and transact.vend\_no='072707'

-----VENDOR-----	INVOICE ENCUMBRANCE	1099 P/F	CHECK NO DATE	COST CENTER PROJ/TASK	-----DESCRIPTION----- CONTROL	SALES TAX	AMOUNT
	75672	N	900041	330206-55201	HAWKINS/PELICAN CASE	0.00	148.80
020553 BANK OF AMERICA	PR000398	F	01/11/11		0107CCCM		
	75835	N	900041	330206-55201	HAWKINS/CASE WITH FOAM	0.00	148.80
020553 BANK OF AMERICA	PR000405	F	01/11/11		0107CCCM		
	75945	N	900041	330206-55201	HAWKINS/1520 CASE W FOA	0.00	148.80
020553 BANK OF AMERICA	PR000408	F	01/11/11		0107CCCM		
	76449	N	900064	330206-55201	HAWKINS/DB 1200 N/F	0.00	161.85
020553 BANK OF AMERICA	PR001117	F	02/16/11		0211CCCM		
TOTAL VENDOR						0.00	608.25
	78560	N	10070791	220805-55201	MRKR, FLAG, PROBE/OIL	0.00	638.46
072707 GULF COAST PRO DIVE IN	0		05/18/11	OILSPL10-55201	0517APS1		
	78560	N	10070791	220805-55201	REGULATOR,GLOVES,LNYD	0.00	590.47
072707 GULF COAST PRO DIVE IN	0		05/18/11		0517APS1		
	79467	N	10072020	220805-54601	ANNL MAINT SCUBA REG	0.00	115.80
072707 GULF COAST PRO DIVE IN	0		06/15/11		0614APSP		
	79298	N	10072978	220805-55501	CPR/FIRST AID TUITION	0.00	399.75
072707 GULF COAST PRO DIVE IN	0		07/07/11		0706APSP		
	79298	N	10072978	220805-55201	SLATE,EMERG PKT MASK	0.00	41.00
072707 GULF COAST PRO DIVE IN	0		07/07/11		0706APSP		
	79949	N	10072978	220805-54601	OXY SENSOR,PVC HLDR	0.00	119.60
072707 GULF COAST PRO DIVE IN	0		07/07/11		0706APSP		
	78952	N	10073601	220805-55201	AIR SUPPLY RETAINER	0.00	9.59
072707 GULF COAST PRO DIVE IN	0		07/20/11		0719APSP		
	79004	N	10073601	220805-55201	FIN,BOOT,VEST,FLAG	0.00	289.31
072707 GULF COAST PRO DIVE IN	0		07/20/11		0719APSP		
	80767	N	10074213	220805-55201	FLAG ASSY,FLAG,TUBE	0.00	82.50
072707 GULF COAST PRO DIVE IN	0		08/03/11		0802APSP		
TOTAL VENDOR						0.00	2286.48
TOTAL REPORT						0.00	2894.73





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

**AI-3144**

**County Administrator's Report 9. 10.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/06/2012

**Issue:** Acquisition of Property for Public Boat Ramp Facility on Lillian Highway

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Acquisition of Property for a Public Boat Ramp Facility on Lillian Highway – Joy D. Blackmon, P.E., Public Works Department Director

That the Board, regarding the acquisition of real property for Public Boat Ramp Facilities on Lillian Highway, authorize staff to make an offer to RL REGI Florida, LLC, to purchase three contiguous parcels of real property (totaling approximately 40.03 acres), located at 10836 Lillian Highway, for the appraised amount of \$1,235,000, which is the highest of two appraisals, and subject to completion of the due diligence process. RL REGI, Florida, LLC, owns three contiguous parcels of property totaling approximately 40.03 acres, located at 10836 Lillian Highway, with frontage on Perdido Bay; the owners listed the property for sale for \$1,900,000; staff had an appraisal performed by G. Daniel Green, dated February 29, 2012, which placed a value of \$910,000; pursuant to Board policy, when property is valued at more than \$250,000, staff must acquire two appraisals; staff had another appraisal performed by Brantley & Associates dated, May 1, 2012, which placed a value of \$1,235,000 for the approximately 40.03 acres of property; the average of the two appraisals is \$1,072,500; the owners were not amenable to accepting the average price of the two appraisals and countered with an offer of \$1,235,000, which is the value placed on the property according to the Brantley appraisal; the owners indicated that they were firm on this price and were not amenable to accepting less; the acquisition of this property is funded by the Florida Boating Improvement Program and Local Option Sales Tax (LOST); improvements currently in the planning stage for the Public Boat Ramp Facilities on Lillian Highway (RL REGI Florida, LLC, property) are being funded by National Resource Damage Assessment (NRDA); NO FUNDING IS AVAILABLE AT THIS TIME TO MAKE ANY IMPROVEMENTS TO THIS PARCEL.

**ANY FUNDING FOR SUCH IMPROVEMENTS WILL NEED TO BE THROUGH GRANTS OR INCLUDED IN THE NEXT ROUND OF LOCAL OPTION SALES TAX (LOST) IN 2017.**

[Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0018, Boat Ramps]

**BACKGROUND:**

RL REGI, Florida LLC, owns three contiguous parcels of property totaling approximately 40.03 acres located at 10836 Lillian Highway and which has frontage on Perdido Bay. The owners listed the property for sale for \$1,900,000. Staff had an appraisal performed by G. Daniel Green, dated February 27, 2012, which placed a value of \$910,000. Pursuant to Board policy, when property is valued at more than \$250,000, staff must acquire two appraisals. Staff had another appraisal performed by Brantley & Associates dated May 1, 2012, which placed a value of \$1,235,000 for the approximately 40.03 acres of property. The average of the two appraisals is \$1,072,500. The owners were not amenable to accepting the average price of the two appraisals and countered with an offer of \$1,235,000, which is the value placed on the property according to the Brantley appraisal. The owners indicated that they were firm on this price and were not amenable to accepting less.

The acquisition of this property is funded by the Florida Boating Improvement Program and Local Option Sales Tax (LOST). Improvements currently in the planning stage for the Public Boat Ramp Facilities on Lillian Highway (RL REGI Florida, LLC property) are being funded by National Resource Damage Assessment (NRDA); any further improvements to this site will require Grant funding or future LOST funds.

**BUDGETARY IMPACT:**

Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0018, Boat Ramps.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

**PERSONNEL:**

All work associated with this request is being 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.

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**Attachments**

[Parcel Information 1](#)

[Parcel Information 2](#)

[Parcel Information 3](#)

[Appraisal - Brantley](#)

[Appraisal - Green](#)

[Aerial View](#)

## PARCEL 1

[Back](#)

**Source: Escambia County Property Appraiser**

[Restore Full Page Version](#)

General Information	
<b>Reference:</b>	162S314002000027
<b>Account:</b>	093940100
<b>Owners:</b>	RL REGI FLORIDA LLC
<b>Mail:</b>	700 NW 107TH AVE STE 200 MIAMI, FL 33172
<b>Situs:</b>	10836 LILLIAN HWY 32506
<b>Use Code:</b>	NON-AG ACREAGE
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2011 Certified Roll Assessment	
<b>Improvements:</b>	\$0
<b>Land:</b>	\$744,906
<b>Total:</b>	\$744,906
<a href="#">Save Our Homes:</a>	\$0
<a href="#">Disclaimer</a>	
<a href="#">Amendment 1 Calculations</a>	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/30/2010	6687	1350	\$912,600	WD	<a href="#">View Instr</a>
08/20/2010	6628	953	\$2,252,600	WD	<a href="#">View Instr</a>
10/2006	6016	1885	\$100	QC	<a href="#">View Instr</a>
07/2004	5454	1715	\$2,070,000	WD	<a href="#">View Instr</a>
07/2004	5454	1711	\$100	QC	<a href="#">View Instr</a>
01/1912	1174	826	\$155,900	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2011 Certified Roll Exemptions	
None	
Legal Description	
GOV'T LT 1 LESS E 1980 FT & ALL THAT POR OF LT 4 LYING E OF CENTER OF CHANNELL OF BAYOU HERRON &...	
Extra Features	
None	

**Parcel Information**

[Restore Map](#)

[Get Map Image](#)

[Launch Interactive Map](#)

**Section Map Id:**

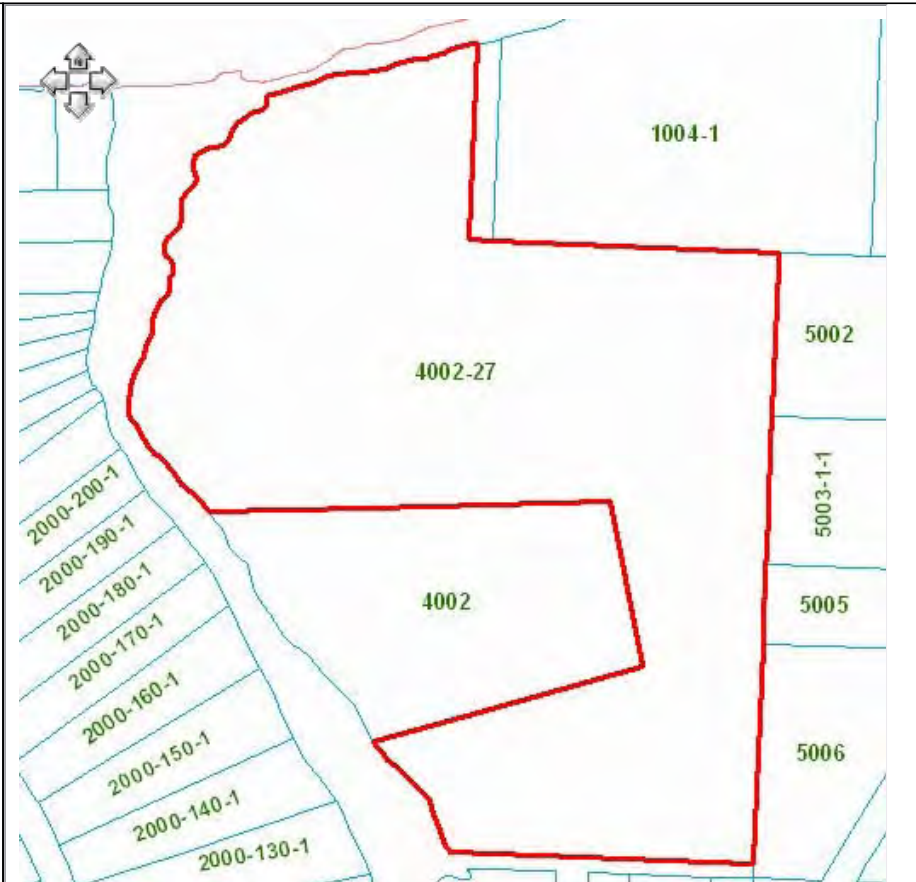
[16-2S-31](#)

**Approx. Acreage:**

29.4100

**Zoned:**

[R-2](#)



**PARCEL 2**

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
<b>Reference:</b>	162S314002000000
<b>Account:</b>	093922000
<b>Owners:</b>	RL REGI FLORIDA LLC
<b>Mail:</b>	700 NW 107TH AVE STE 200 MIAMI, FL 33172
<b>Situs:</b>	10836 LILLIAN HWY 32506
<b>Use Code:</b>	SINGLE FAMILY RESID
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2011 Certified Roll Assessment	
<b>Improvements:</b>	\$37,583
<b>Land:</b>	\$279,680
<b>Total:</b>	\$317,263
<a href="#">Save Our Homes:</a>	\$0
<a href="#">Disclaimer</a>	
<a href="#">Amendment 1 Calculations</a>	

Sales Data					Official Records (New Window)
Sale Date	Book	Page	Value	Type	
09/30/2010	6687	1350	\$912,600	WD	<a href="#">View Instr</a>
08/20/2010	6628	953	\$2,252,600	WD	<a href="#">View Instr</a>
07/2004	5454	1715	\$2,070,000	WD	<a href="#">View Instr</a>
01/1978	1188	748	\$100	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2011 Certified Roll Exemptions	
None	
<b>Legal Description</b>	BEG 640 FT S OF NE COR OF LT 4 CONTINUE S 650 FT W PARL WITH N LI OF LT 750 FT TO CENTER OF CHANNEL...
<b>Extra Features</b>	FRAME GARAGE

**Parcel Information**

[Restore Map](#)

[Get Map Image](#)

[Launch Interactive Map](#)

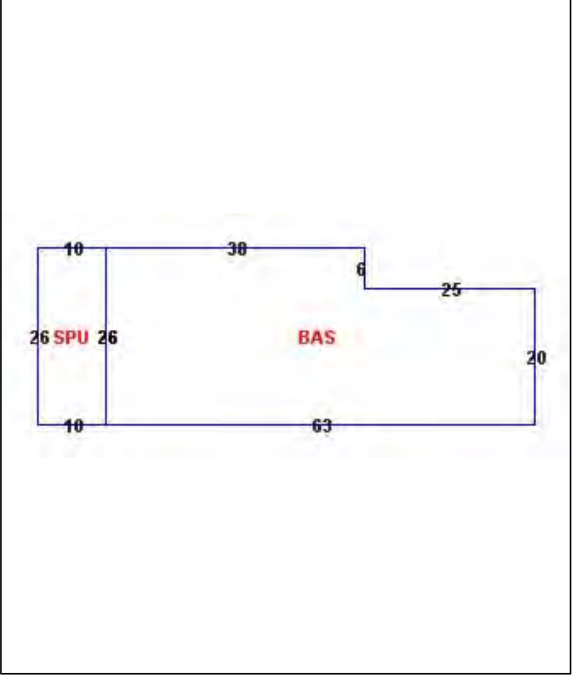
**Section Map Id:**

[16-2S-31](#)

**Approx. Acreage:**  
7.3100

**Zoned:**  
[R-2](#)



<b>Buildings</b>	
Building 1 - Address: 10836 LILLIAN HWY, Year Built: 1949, Effective Year: 1949	
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Structural Elements</div> <p><b>FOUNDATION</b>- WOOD/SUB FLOOR  <b>EXTERIOR WALL</b>- ASBESTOS SIDING  <b>NO. PLUMBING FIXTURES</b>- 6.00  <b>DWELLING UNITS</b>- 1.00  <b>ROOF FRAMING</b>- GABLE  <b>ROOF COVER</b>- COMPOSITION SHG  <b>INTERIOR WALL</b>- DRYWALL- PLASTER  <b>FLOOR COVER</b>- PINE/SOFTWOOD  <b>NO. STORIES</b>- 1.00  <b>DECOR/MILLWORK</b>- BELOW AVERAGE  <b>HEAT/AIR</b>- CENTRAL H/AC  <b>STRUCTURAL FRAME</b>- WOOD FRAME</p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Areas - 1748 Total SF</div> <p><b>BASE AREA</b> - 1488  <b>SCRN PORCH UNF</b> - 260</p>	 <p>The diagram shows a floor plan with the following dimensions: a left vertical wall of 26 units, a top horizontal wall of 38 units, a right vertical wall of 20 units, and a bottom horizontal wall of 63 units. A small vertical segment of 6 units is shown on the top edge, extending from the 38-unit segment to the 25-unit segment. The area is divided into a section labeled 'SPU' (26 units wide) and a larger section labeled 'BAS' (63 units wide). The total area is 1748 SF, with a base area of 1488 SF and a screened porch of 260 SF.</p>
<b>Images</b>	
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.

**PARCEL 3**

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
<b>Reference:</b>	162S315006000000
<b>Account:</b>	093946000
<b>Owners:</b>	RL REGI FLORIDA LLC
<b>Mail:</b>	700 NW 107TH AVE STE 200 MIAMI, FL 33172
<b>Situs:</b>	10800 LILLIAN HWY BLK 32506
<b>Use Code:</b>	VACANT RESIDENTIAL
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2011 Certified Roll Assessment	
<b>Improvements:</b>	\$0
<b>Land:</b>	\$134,490
<b>Total:</b>	\$134,490
<a href="#">Save Our Homes:</a>	\$0
<a href="#">Disclaimer</a>	
<a href="#">Amendment 1 Calculations</a>	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/30/2010	6687	1350	\$912,600	WD	<a href="#">View Instr</a>
08/20/2010	6628	953	\$2,252,600	WD	<a href="#">View Instr</a>
07/2004	5454	1715	\$2,070,000	WD	<a href="#">View Instr</a>
06/2004	5434	327	\$70,000	WD	<a href="#">View Instr</a>
01/1902	1078	910	\$12,500	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2011 Certified Roll Exemptions	
None	
Legal Description	
N 15A OF S 55A OF LT 5 OR 6687 P 1350 LESS OR 1055 P 144- BLANTON LESS MINERAL RIGHTS	
Extra Features	
None	

**Parcel Information**

[Restore Map](#)

[Get Map Image](#)

[Launch Interactive Map](#)

**Section Map Id:**  
[16-2S-31](#)

**Approx. Acreage:**  
3.3100

**Zoned:**  
[R-2](#)



# SUMMARY APPRAISAL REPORT

## WATERFRONT RESIDENTIAL ACREAGE

LOCATED AT 10836 LILLIAN HIGHWAY AND HERON'S BAYOU  
IN PENSACOLA, ESCAMBIA COUNTY, FLORIDA

AS OF APRIL 26, 2012

B&A File No.: VWF12MM6862; Client File No.: P.O. 121166



PREPARED FOR  
**BOARD OF COUNTY COMMISSIONERS**  
**ESCAMBIA COUNTY FLORIDA**  
213 PALAFOX PLACE, 2<sup>ND</sup> FLOOR, SUITE 11, 101  
PENSACOLA, FLORIDA 32591

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 Corp.

Mobile

\*

Pensacola

\*

Panama City

**R. Shawn Brantley, MAI, CCIM**

FL: Cert Gen RZ 289

AL: Certified General Real Property Appraiser G00419

**Barbara M. Martin, MAI**

FL: Cert Gen RZ 2552

**Bruce A. Black**

FL: Cert Gen RZ 2714

**Barbara S. Brantley, CPA**

Administration & Finance

**David C. Singleton, MBA**

FL: Trainee RI 23431

AL: Certified General Real Property Appraiser G01003

**Torri L. Matherne**

FL: Cert Gen RZ 2987

**Michael Miragliotta**

FL: Cert Gen RZ 2173

May 1, 2012

Judy Cantrell  
Real Estate Acquisition Specialist  
Board of County Commissioners,  
Escambia County Florida  
213 Palafox Place, 2<sup>nd</sup> floor, Suite 11, 101  
Pensacola, Florida 32591

Re: Summary Appraisal Report of residential waterfront land  
at the 10836 Lillian Highway, along Heron's Bayou,  
Pensacola, Escambia County, FL. B & A File #:  
VWF12MM6862; PO 121166

Dear Ms. Cantrell:

Per your request, we have made a personal inspection of the above referenced property for the purpose of obtaining an opinion of the fee-simple market value, as of the effective date cited herein.

The appraised property is 33.8 effective acres of waterfront, residential land. The property is located at the 10836 Lillian Highway, just north of Highway 98, and on the east bank of Heron's Bayou, in Pensacola, Escambia County, Florida.

The date of inspection of the subject property was April 26, 2012, which is the effective date of this report. We have analyzed the data, made comparative analysis for the subject, and have obtained an opinion of the fee-simple market value of the above referenced property, as of the April 26, 2012, at:

**FINAL VALUE ESTIMATE**  
**ONE MILLION TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS**  
**(\$1,235,000)**

**INCLUDING AN ALLOWANCE FOR ACCOMPLISHED ENGINEERING & FOR DEMOLITION**

**ALLOCATED AS FOLLOWS:**

As Clean Land Value Only	\$1,220,000
ADD: Intangible Value of engineering and survey documents:	\$ 30,000
<u>DEDUCT: Estimated cost of demolition and removal</u>	<u>(\$ 15,000)</u>
Final Value Estimate:	\$1,235,000



R. SHAWN BRANTLEY, MAI

POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591  
shawnbrantley@brantleyassociates.com · www.brantleyassociates.com · (850) 433-5075



The above value opinion is subject to the limiting conditions and general assumptions included in the body of this report plus the following extraordinary assumptions and/or hypothetical conditions:

- (1) We discovered an abandoned, rusted aboveground fuel storage tank on the subject property (see photography). We are not experts in the detection of environmental contamination. We have appraised the subject property under the extraordinary assumption that it is free of any type of environmental contamination. We recommend that any reader secure appropriate environmental studies to ascertain the presence or absence of any type of contamination. This valuation is pertinent only to the market value of the property if it is found free of environmental contamination of any type.**
  
- (2) We discovered a Preliminary Plat and expired Development order for a stalled subdivision of the subject property and we have relied upon the acreage estimates and other information associated with this information in completing this appraisal. We assume it to be correct.**

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use. The appraiser is not responsible for unauthorized use of this report.

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. 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. If there should be any questions, please do not hesitate to call.

Sincerely,



R. Shawn Brantley, MAI, CCIM  
Cert Gen RZ 289  
Florida



Michael Miragliotta  
Cert Gen RZ 2183  
Florida

## **SUMMARY OF SALIENT FACTS AND CONCLUSIONS**

PROPERTY IDENTIFICATION: Waterfront residential land

OWNERSHIP: RL REGI Florida, LLC  
700 NW 107<sup>th</sup> Ave, Suite 200  
Miami, FL 33172

LOCATION OF PROPERTY: 10836 Lillian Highway  
Pensacola, Florida 32506

PURPOSE/INTENDED USE: To obtain an opinion of the market value of the  
subject property, as of the effective date.

PROPERTY RIGHTS APPRAISED: Fee-Simple

DATE OF VALUATION: April 26, 2012

DATE OF REPORT: May 1, 2012

2011 ASSESSMENTS: \$1,196,659

2011 TAXES: \$18,676.91

ZONING DISTRICT: R-2, Residential

FUTURE LAND USE: MU-S, Mixed Use Suburban

LAND AREA: 33.8 acres

HIGHEST AND BEST USE  
"AS VACANT": Recreational Residential

VALUATION:

FINAL VALUE OPINION: \$1,235,000

LILLIAN HIGHWAY  
40.03 ACRES-VACANT LAND  
PARCEL 16-2S-31-4002-000-027, 16-2S-31-4002-000-000 &  
16-2S-31-5006-000-000  
PENSACOLA, FLORIDA 32506  
ESCAMBIA COUNTY



**G. Daniel Green**  
**& ASSOCIATES**

COMMERCIAL & RESIDENTIAL APPRAISAL, CONSULTING & SALES

103 baybridge drive • gulf breeze, fl 32562  
tel 850.934.1797 • fax 850.932.8679

**G. DANIEL GREEN & ASSOCIATES, INC.**  
Appraisals, Sales, & Consulting

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**SUMMARY APPRAISAL REPORT**

**SUBJECT PROPERTY**

Lillian Highway  
40.03 Acres Vacant Land  
PARCEL 16-2S-31-4002-000-027, 16-2S-31-4002-000-000 &  
16-2S-31-5006-000-000  
Pensacola, FL 32506  
Escambia County

**REPORT DATE**

February 29, 2012

**INSPECTION DATE**

February 27, 2012

**CLIENT/INTENDED USER**

Board of County Commissioners  
Escambia County, FL  
c/o Judy Cantrell or Larry Godwin  
Public Works Department  
3363 West Park Place  
Pensacola, FL 32505

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**Prepared By:**

G. Daniel Green, MAI, SRA

Certified General Appraiser

RZ836

**G. Daniel Green & Associates, Inc.**

103 Baybridge  
Gulf Breeze, Florida 32561  
Telephone (850) 934-1797  
Fax (850) 932-8679  
[appraisal@gdanielgreen.com](mailto:appraisal@gdanielgreen.com)

February 29, 2012

Board of County Commissioners  
Escambia County, FL  
c/o Judy Cantrell or Larry Godwin  
Public Works Department  
3363 West Park Place  
Pensacola, FL 32505

Re: Lillian Highway  
40.03 Acres Vacant Land  
Parcel 16-2S-31-4002-000-027, 16-2S-31-4002-000-000 & 16-2S-31-5006-000-000  
Pensacola, FL 32506, Escambia County

Dear Ms. Cantrell or Mr. Godwin:

In response to your request, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to form an opinion of the current market value of the fee simple interest in the above captioned subject property.

Based on the inspection of our office, and the investigation and analyses undertaken, we have formed the opinion, as of February 27, 2012, the date of inspection, subject to the attached assumptions and limiting conditions, the subject property has a market value of:

**\$910,000**  
**NINE HUNDRED AND TEN THOUSAND DOLLARS**  
**AS-IS**  
**FEE SIMPLE INTEREST**  
**February 27, 2012**



Ms. Cantrell or Mr. Godwin:

February 29, 2012

The above value opinion is subject to the limiting conditions and general assumptions set forth in this document.

*Exposure Time: The exposure time linked to the final value opinion for subject property is estimated to be eighteen (18) to twenty four (24) months based on market sales of similar properties and current market activity.*

*Marketing time at concluded value estimate: We estimate the marketing time for the subject property to be eighteen (18) to twenty four (24) months.*

The following is a summary report of an appraisal utilizing the Direct Sales Comparison approach to value, solely. Due to the subject property being vacant land, the Income and Cost Approaches to value have been omitted. As such, the Direct Sales Comparison Approach will be utilized to provide an indication of the Market Value of the Fee Simple Interest in the subject. This report has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, the State of Florida, including Federal regulations as stipulated by all appropriate federal regulatory agencies under the most recent Real Estate Appraisal ruling (12 CFR Par 34-Title XI of FIRREA).

The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. It is intended to comply with the requirements set forth under Standards Rule 2 of the *Uniform Standards of Professional Appraisal Practice* (USPAP) effective January 1, 2010 adopted by the Appraisal Foundation. The fee for this appraisal was not based on value nor was the assignment undertaken based on a predetermined value, trend in value or a minimum or maximum value. The report presents summarized discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's credible opinion of value. The depth of discussion contained in the report is specific to the needs of the client and for the intended use stated in the report. The content of this Summary level report includes all specification in USPAP as defined in Standards Rule 2 -2 (b) and through the scope of work have concluded to a credible opinion of value.

***In addition to the included assumptions and limiting conditions, the following also apply:***

- 1. The Escambia County Property Appraiser's website was used as a reference to extract the acreage measurements for the subject property. No additional information was provided to our office by the client or any third party. All representations (i.e. site dimensions, county information, etc.) in this appraisal report are based on the best information available and are accurate to the best of the appraiser's knowledge at the time of observation. The reader should perform his/her own due diligence when reading the appraisal report. It is an extraordinary assumption that these calculations are correct and if any information is provided to our office stating otherwise all opinions, conclusions or determination of values in this appraisal report may be subject to change.*
- 2. The Escambia County Public Works Department "authored" an aerial photograph of the subject property. These three parcels, totaling approximately 40 acres, are thought to be 25% wet in nature. The wetlands are denoted by cross hatch markings on the photo (furnished on page 33 of the appraisal) and account for approximately 10 acres. This appraisal is based on the premise that the subject property indeed only has 10 acres that are wet in nature. Should this information be inaccurate, this appraisal and all value indications arrived at herein may be considered invalid and subject to review by the appraiser signing this report.*
- 3. The Escambia County Property Appraiser's website indicates "Parcel B" is improved with a 1,488 square foot home that was built in 1949. All aerial imagery indicates this structure no longer exists. This report is therefore, written based on the extraordinary assumption that this structure has indeed been razed or is of little to no contributory value to the subject property. If this extraordinary assumption is invalid, all opinions, conclusions or determination of values within this report may be subject to change.*
- 4. The appraiser also reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of diligent investigation.*

Respectfully submitted,



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G. Daniel Green, MAISRA  
State-Certified General  
Real Estate Appraiser #RZ836

## CERTIFICATION OF VALUE

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no (or the specified) present or prospective interest in the properties that are the subject of this report and no (or the specified) personal interest with respect to the parties involved.
- We have no bias with respect to the properties that are the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- G. Daniel Green has made a personal inspection of the parcels that are the subject of this report.
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of The Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- The undersigned appraisers have the knowledge and experience to complete this assignment competently.
- As of the date of this report, G. Daniel Green MAI, SRA has completed the continuing education program of the Appraisal Institute.
- We have completed a previous appraisal assignment on this property within the past 36 months, as a prospective subdivision.



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G. Daniel Green, MAISRA  
State-Certified General  
Real Estate Appraiser RZ836



## **POLICY STATEMENT OF THE APPRAISAL INSTITUTE**

It is improper to base a conclusion or opinion of value upon the premise the racial, ethnic or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.

Racial, religious and ethnic factors are deemed unreliable predictors of value trends or price variance.

It is improper to base a conclusion or opinion of value, or conclusion with respect to neighborhood trends, upon stereotyped biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

## **DISCLOSURE OF COMPETENCY**

The signing appraisers of this report are competent to complete this report in accordance with the competency provision in the USPAP 2010. Appraisers' qualifications are included toward the end of the report.

LILLIAN HIGHWAY - 40.03 ACRES

**SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS**

PROPERTY IDENTIFICATION: 40.03 acres of vacant land off of Lillian Highway, located in Pensacola, Florida, in Escambia County, Florida.

OWNERSHIP: RL REGI FLORIDA LLC  
700 NW 107<sup>th</sup> Avenue Suite 200  
Miami, Florida 33172

LOCATION OF PROPERTY: Located on the northwest side of Lillian Highway, in Pensacola, Florida. The property is portion of Section 16, Township 2 South, Range 31 West, Escambia County, Florida.

PURPOSE OF APPRAISAL: The purpose of this appraisal is to provide an opinion of the market value of the fee simple interest as of a current date and the prospective date of completion.

PROPERTY RIGHTS APPRAISED: Fee simple ownership rights.

DATE OF REPORT: February 29, 2012

DATE OF VALUATION: February 27, 2012- As-Is Value & Date of Inspection

ASSESSMENT: \$1,196,659- per Escambia County Records

TAXES: \$18,117as of 12/31/11 - see tax section for more detail

ZONING CLASSIFICATION: R2, Single-Family Residential District, Low Density (Escambia County) - see zoning section for more detail

SITE AREA: 40.03 +/- Acres or 1,743,707 SF -of which 10/ Ac is deemed wetlands by Escambia Co. Public Works

HIGHEST AND BEST USE

AS VACANT Hold for Future Development

AS IMPROVED Residential Single Family Development



LILLIAN HIGHWAY - 40.03 ACRES

VALUE INDICATIONS:

Direct Sales Comparison Approach	\$910,000
Final Value Opinion	<b>\$910,000</b>



**IDENTIFICATION OF TYPE OF APPRAISAL AND REPORT FORMAT**

This is a complete summary appraisal report that is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice.

**APPRAISAL PREPARED FOR & INTENDED USER**

Board of County Commissioners  
Escambia County, FL  
c/o Judy Cantrell or Larry Godwin  
Public Works Department  
3363 West Park Place  
Pensacola, FL 32505

**PURPOSE OF APPRAISAL**

The purpose of this appraisal is to provide an opinion of the fee simple value of the subject property as of the effective date of this appraisal.

**INTENDED USE OF APPRAISAL**

It is our understanding this appraisal shall serve as a valuation guideline for internal decision-making.

**DATE OF REPORT**

February 29, 2012

**DATE OF VALUE OPINION**

February 27, 2012 – “As-Is” value & Date of Inspection

**PROPERTY RIGHTS TO BE APPRAISED**

The property rights appraised include all present and future benefits and rights of the property associated with the *fee simple* ownership position, free and clear of other leases, mortgage indebtedness, other liens or special assessments against the property. The Appraisal Institute defines Fee Simple ownership rights as “absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat”.

*1 2002 The Dictionary of Real Estate Appraisal – Fourth Edition*



**SCOPE OF WORK**

Scope of Work is defined in the preamble to Standard 1 as follows: The type and extent of research and analysis in an assignment.

*“In developing a real property appraisal, an appraiser must identify the problem to be solved, determine the scope of work necessary to solve the problem and correctly complete research and analyses necessary to produce a credible appraisal.”*

**Identification of the Problem:**

As stated previously, we have been engaged by the Board of County Commissioners, Escambia County, FL, c/o Larry Godwin or Judy Cantrell, Public Works Department, 3363 West Park Place, Pensacola, FL 32505 to develop the “As-Is” market value of the fee simple interest in the property located on Lillian Highway, Pensacola, FL 32506 and identified by the Escambia County Property Appraiser’s Office by Parcel ID #16-2S-31-4002-000-027, 16-2S-31-4002-000-000 & 16-2S-31-5006-000-000. This property is in the southern portion of Escambia County.

Determine the scope of work necessary to solve the problem and correctly complete research and analyses necessary to produce a credible appraisal:

The subject property was observed, photographed and analyzed.

Neighborhood influences were analyzed and considered. Market forces were analyzed including the supply and anticipated supply of comparable properties, sales and listings of comparable properties. Other activities undertaken included examination of commercial real estate values, site development costs, expected levels of developers profit and zoning and land use regulations.

Local and national data sources were reviewed for timely factors, rates, costs and values as they pertained to the subject property as of the date of valuation. This was supplemented with interviews of real estate brokers in the Escambia County market area.

Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, taxing authority, zoning authority, the Escambia County Property Appraiser’s Office and market participants.

Specific market data utilized in this valuation analysis was collected from inner-office files and from the public records of various counties within the Florida panhandle (as compiled by Metro Market Trends, Inc., a real estate database company). A party to each sale was contacted whenever possible to verify and confirm the transaction data contained in the public records.

The nature of the market data collected has been determined based upon a thorough analysis of the subject property and resulting highest and best use analyses. Within the confines of this analysis, we have made an examination of all available and pertinent



LILLIAN HIGHWAY - 40.03 ACRES

market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas in order to obtain a sufficient quantity of market data.

The extent of reporting the data has been governed by the Uniform Standards of Professional Appraisal Practice. Also, the selection of the data reported is limited to that information which is considered to be relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

The following information has been relied upon and/or considered in the performance of this valuation analysis:

- Aerial and section maps prepared by the Escambia County Property Appraiser's Office and available on their website.
- Zoning of the subject and comparable sales data compiled from Escambia County and the City of Pensacola.
- Personal observation of the subject property

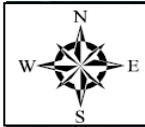
After considering the analyses of the data using the applicable approaches to value, a final opinion of the market value of the fee simple interest will be provided. This report constitutes a summary appraisal analysis.

This Summary appraisal utilizes one approach to value, the Direct Sales Comparison Approach. The Cost and Income Approaches do not apply to the subject property due to the fact that we are valuing vacant land.

The Direct Sales Comparison Approach will utilize the sales of comparable vacant land properties within the subject's market area. Adjustments for differences in financing, size, shape, and other pertinent conditions of sale will be considered. After appropriate adjustment, a value indication for the subject via the Direct Sales Comparison Approach will be derived.



RL REGI FLORIDA, LLC PROPERTY @ 10836 LILLIAN HIGHWAY / PROPOSED ACQUISITION



PERDIDO BAY

2009 AERIAL PHOTOS



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 07/15/12 DISTRICT 1

3 CONTIGUOUS PARCELS OWNED BY RL REGI FLORIDA LLC / APPROXIMATELY 40.03  
ACRES / GREEN APPRAISAL: \$910,000 / BRANTLEY APPRAISAL: \$1,235,000



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

**AI-3118**

**County Administrator's Report 9. 11.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/06/2012

**Issue:** Change Order to Panhandle Grading and Paving, Inc. on Contract PD 10-11.078 "CR297-A Widening and Drainage Improvements"

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

**Organization:** Public Works

**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning a Change Order to Panhandle Grading and Paving, Inc., on Contract PD 10-11.078, "CR 297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements Project" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$ 205,798.74
Vendor:	Panhandle Grading and Paving, Inc.
Project Name:	CR 297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements Project
Contract:	PD 10-11.078 "CR 297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements Project"
PO No.:	120779
CO No.:	4
Original Award Amount:	\$2,234,240.50
Cumulative Amount of Change Orders through this CO:	\$ 374,165.85
New Contract Total:	\$2,608,406.35



Meeting in regular session on November 17, 2011, the Board approved awarding an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.078, "CR 297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements Project", to Panhandle Grading and Paving, Inc., for a total amount of \$2,234,240.50.

The CR 297-A Widening and Drainage Improvements Project, which includes Pine Cone Road, consists of the construction of roadway widening, new shoulders, turn lanes, and drainage improvements throughout the project area, located in District 5.

This Change Order is requested as a result of complaints that were encountered during construction from residents on Heather Drive, Pine Cone Drive, and Calico Drive. This Change Order is broken down into the following three parts: 1) Adding a drainage pipe under Heather Drive due to water standing in the ditch along CR 297-A - \$43,468.14; 2) Relocating an existing cross drain on Pine Cone Drive so the outfall will be directly in line with the drainage easement between Pine Cone Drive and Calico Drive - \$49,915.62; and 3) Removing the open asphalt ditch in the drainage easement between Pine Cone Drive and Calico Drive and installing a closed pipe system to improve an on-going inlet maintenance issue on Calico Drive - \$112,414.98. The total cost for the above-listed items is \$205,798.74.

Change Order #1 was issued to change the Graded Aggregate Base (GAB) to Black Base. Escambia County requires that the contractor use a layer of crack relief that extends across the entire roadway and two feet into the new paved shoulders. If GAB is used, the contractor will not be able to use crack relief on any of the widening or paved shoulders, which could cause a crack to form in the roadway approximately ten feet from the centerline. Change Order #2 was issued for changes made in the field associated with Emerald Coast Utilities Authority (ECUA) relocations. Change Order #3 was for changes made as a result of unforeseen circumstances encountered during construction.

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107/56301, Project #08EN0105]

**BACKGROUND:**

Meeting in regular session on November 17, 2011, the Board approved awarding an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.078, "CR 297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements Project" to Panhandle Grading and Paving, Inc. for a total amount of \$2,234,240.50.

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**BUDGETARY IMPACT:**

Funds for this Change Order are available in Fund 352 "Local Option Sales Tax III", Account 210107/56301, Project #08EN0105.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

---

**Attachments**

Backup for CO4

Board Action with Contract

120779

120779-1

120779-2

120779-3

Heather Drive Changes (Change Order 4-A)

Item #	Description	Quantity	Units	Unit Price	Extension
1	Mobilization	1	LS	\$1,290.33	\$1,290.33
2	Prepare & Implement Maintenance of Traffic Plan (Including Variable Message Board, Plan, Layout, and all appurtenances for MOT)	1	LS	\$3,990.33	\$3,990.33
3	14" x 23" ERCP Pipe	75	LF	\$38.00	\$2,850.00
4	14" x 23" ERCP Mitered End Section	2	EA	\$850.00	\$1,700.00
5	Lateral Roadway Patch Per County Specifications	1	LS	\$1,990.33	\$1,990.33
6	Asphalt Demolition	1	LS	\$1,282.33	\$1,282.33
7	Saw Cut Asphalt	225	LF	\$2.50	\$562.50
8	Ditch Grading	1,635	SY	\$2.85	\$4,659.75
9	Sod Stabilization	1,635	SY	\$1.85	\$3,024.75
10	Earthwork Cut	545	CY	\$3.80	\$2,071.00
11	6" PVC WM Pipe (C900)	240	LF	\$19.00	\$4,560.00
12	6" x 6" Tapping Sleeve & Valve	1	EA	\$2,520.00	\$2,520.00
13	Connect to Existing 6" Water Main	2	EA	\$473.00	\$946.00
14	6" x 6" MJ Tee	2	EA	\$450.00	\$900.00
15	Excavate Pit for 6" Inserta Valve & Box (by ECUA)	1	EA	\$500.00	\$500.00
16	6" MJ Gate Valve & Box	1	EA	\$787.50	\$787.50
17	12" Steel Casing	40	LF	\$75.00	\$3,000.00
18	New Long Service	1	EA	\$400.00	\$400.00
19	6" Plug/Cap @ Tee Restrained	1	EA	\$299.25	\$299.25
20	Mobilization Utility	1	LS	\$1,575.00	\$1,575.00
21	Shut Down Existing Main w/Notices	1	EA	\$682.50	\$682.50
22	Pressure Test, Chlorinate/Bac-T	240	LF	\$1.10	\$264.00
23	6" MJ Fitting (90, 45, 22)	2	EA	\$378.00	\$756.00
24	Cap existing 6" AC main w/Hymax Coupling & MJ cap w/thrust restraint.	1	EA	\$782.25	\$782.25
25	Additional Performance and Payment Bond	1	LS	\$583.99	\$583.99
26	Layout	1	LS	\$1,490.33	\$1,490.33
				Total	\$43,468.14
Attachment "A"					

Pine Cone Drive Changes (Change Order 4-B)					
Item #	Description	Quantity	Units	Unit Price	Extension
1	Remove 24" RCP (Existing Road Crossing)	50	LF	\$10.00	\$500.00
2	Remove Existing 24" Straight Endwall	1	EA	\$350.00	\$350.00
3	Remove HW-238 with Restocking Fee	1	EA	\$350.00	\$350.00
4	Saw Cut Asphalt	112	LF	\$2.50	\$280.00
5	Lateral Patch (removal of Existing and Placement of New Road Crossing)	1	LS	\$2,934.45	\$2,934.45
6	Remove 18" Pipe	225	LF	\$10.00	\$2,250.00
7	Remove 18" CMP MES (Not Poured)	6	EA	\$75.00	\$450.00
8	Remove 18" CMP MES (Poured)	3	EA	\$250.00	\$750.00
9	Remove 24" CORR-21 Pipe	23	LF	\$10.00	\$230.00
10	Remove 24" CMP MES (Not Poured)	2	EA	\$95.00	\$190.00
11	18" A-2000 Pipe	461	LF	\$19.60	\$9,035.60
12	24" A-2000 Pipe	46	LF	\$29.60	\$1,361.60
13	24" RCP	62	LF	\$42.00	\$2,604.00
14	18" CMP MES	7	EA	\$430.00	\$3,010.00
15	24" CMP MES	1	EA	\$680.00	\$680.00
16	Type "D" Inlet w/Slots	3	EA	\$2,700.00	\$8,100.00
17	Earthwork Fill	1	LS	\$8,700.45	\$8,700.45
18	Additional Performance and Payment Bond	1	LS	\$670.62	\$670.62
19	Layout	1	LS	\$2,134.45	\$2,134.45
20	Prepare & Implement Maintenance of Traffic Plan (Including Variable Message Board, Plan, Layout, and all appurtenances for MOT) DETOUR	1	LS	\$5,334.45	\$5,334.45
				<b>Total</b>	<b>\$49,915.62</b>

Attachment "B"

**Change Order # 4C Calico Road Drainage Improvements**

<b>Calico Road Drainage Improvements</b>					
1	Mobilization	1	LS	\$5,000.00	\$5,000.00
2	Clearing & Grubbing	1	LS	\$17,533.80	\$17,533.80
3	Silt Fence	2,100	LF	\$1.60	\$3,360.00
4	Hay Bales	50	EA	\$10.00	\$500.00
5	Layout	1	LS	\$1,200.00	\$1,200.00
6	Asphalt Ditch Demo	1,154	LF	\$5.00	\$5,770.00
7	Miscellaneous Ditch Grading	3,000	SY	\$0.40	\$1,200.00
8	Demo Inlet	1	EA	\$490.00	\$490.00
9	Earthwork	1	LS	\$6,095.00	\$6,095.00
10	Demo Storm Pipe	20	LF	\$15.00	\$300.00
11	Cap Irrigation System	8	EA	\$50.00	\$400.00
12	Sod St. Augustine	1,000	SY	\$4.45	\$4,450.00
13	Sod Bahia	2,000	SY	\$2.15	\$4,300.00
14	24" PVC Pipe	1,117	LF	\$29.60	\$33,063.20
15	Type "D" Inlet w/Slots	5	EA	\$2,500.00	\$12,500.00
16	Demo Metal Walkway	2	EA	\$50.00	\$100.00
17	Cap Drain Pipes	8	EA	\$20.00	\$160.00
18	Concrete Collars	2	EA	\$380.00	\$760.00
19	24" Energy Dissipater	1	EA	\$3,500.00	\$3,500.00
20	Storm Man Hole	3	EA	\$1,700.00	\$5,100.00
21	Support & Protect Utility Poles	1	LS	\$500.00	\$500.00
22	Maintenance Of Traffic	1	LS	\$1,800.00	\$1,800.00
23	Remove and Replace Unsuitable Materials	200	CY	\$15.00	\$3,000.00
24				\$0.00	\$0.00
				<b>Calico Road Sub-Total</b>	<b>\$111,082.00</b>
Additional Performance and Payment Bond		0.012		\$12.00 per \$1,000.00	\$1,332.98
				<b>Grand Total</b>	<b>\$112,414.98</b>

Attachment "C"

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued

2. Taking the following action concerning the Escambia County Emergency Medical Services (EMS) Ambulance Fee Schedule and EMS Billing/Collecting Procedures Policy:

A. Adopting the Resolution (*R2011-171*) providing for a revised schedule of fees specific to mileage, base rates, and other charges, revising the EMS Billing/Collecting Procedures Policy, authorizing submittal of certain outstanding debts to credit bureaus, and authorizing the Public Safety Director to write-off certain debts, effective upon adoption by the Board; and

B. Authorizing the Chairman to sign the Resolution.

3. Awarding an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.078, CR297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements, to Panhandle Grading & Paving, Inc., for a total amount of \$2,234,240.50 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project No. 08EN0105).

4. Taking the following action concerning the surplus and sale of real property located at Lepley Road North:

A. Declaring surplus the Board's real property, Account Number 03-0504-050, Reference Number 23-1S-30-1201-002-083;

B. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$2,805, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

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

**THE CONTRACT AGREEMENT FOR PD 10-11.078 IS SHOWN ON PAGES 5-53**

**DRAWINGS/SOLICITATION DOCUMENTS/TECHNICAL SPECIFICATIONS AND  
ADDENDUMS 1, 2 & 3 WERE PROVIDED ON A COMPACT DISC, WHICH IS ON FILE  
IN THE CLERK'S OFFICE AS CD 209**



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

AI-1721 County Administrator's Report Item #: 14.3.  
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/17/2011

Issue: CR297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval: *Charles R. Oliver*

---

**RECOMMENDATION:**

Recommendation Concerning CR297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements – Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.078, CR297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements, to Panhandle Grading & Paving, Inc., for a total amount of \$2,234,240.50.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0105]

**BACKGROUND:**

Bids were received from 4 contractors on October 27, 2011. Panhandle Grading & Paving, Inc. being the lowest Responsive and Responsible bidder received.

The CR 297-A Widening & Drainage Improvements Project will consist of the construction for roadway widening, new shoulders, turn lanes and drainage improvements throughout the project area located within District 5. The drainage system will consist of grassed and concrete swales, ditch inlets and piping, and driveway culverts to alleviate existing drainage problems along the project area. The project will additionally consist of the replacement of an existing 8" CA ECUA water main. The improvements will take place along CR 297-A, from Pine Forest Road to Sandicrest Drive and on Pine Cone Road from CR 297-A to Nine Mile Road located in Pensacola, Florida. The improvements will be constructed within existing Escambia County's rights-of-way.

The proposed drainage improvements will consist of approximately 2.5 miles of roadway paving and drainage improvements including milling, overlay, widening, turn lanes, tapers, shoulder construction, grassed and concrete swales, ditch inlets and piping,



driveway culverts, and miscellaneous flumes and structures on CR 297-A and Pine Cone Road.

The proposed replacement of existing water mains will include: approximately 3000-lf of 12" PVC pipe and miscellaneous appurtenances. The installation of valves, fittings, fire hydrants, transferring of existing water services, and all other incidental work are include in this project.

**BUDGETARY IMPACT:**

Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0105

**LEGAL CONSIDERATIONS/SIGN-OFF:**

County Attorney's Standard Form Contract D will be used.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provision of the Escambia County, FL Code of Ordinances, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon receipt of post award compliance documents from the awarded contractor, the Office of Purchasing shall notify the Public Works Department, Engineering Division that they may issue a Notice to Proceed to Panhandle Grading & Paving, Inc.

---

**Attachments**

Bid Tabulation



**AGREEMENT**

*Between*

**ESCAMBIA COUNTY, FLORIDA**

*and*

***Panhandle Grading & Paving, Inc.***

*for*

**CR297-A (Pine Forest Road to Sandicrest) and Pine Cone  
Widening and Drainage Improvements**

**PD 10-11.078**

Not Agenda Backup  
12/9/2011 L. Casar

**AGREEMENT**  
**BETWEEN**  
**ESCAMBIA COUNTY, FLORIDA**  
**and**  
**Panhandle Grading & Paving, Inc.**  
**FOR**  
**CR297-A (PINE FOREST TO SANDICREST) AND PINE CONE WIDENING AND DRAINAGE**  
**IMPROVEMENTS**  
**PD 10-11.078**

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**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA  
and  
CR297-A (Pine Forest to Sandicrest) and Pine Cone  
Widening and Drainage Improvements  
for  
PD 10-11.078  
CR297-A (Pine Forest to Sandicrest) and Pine Cone  
Widening and Drainage Improvements**

**THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA**, ("County"), hereby contracts with **CR297-A (Pine Forest to Sandicrest) and Pine Cone Widening and Drainage Improvements** a Florida corporation for profit, **Fed ID # 59-1879185**, to perform all work ("Work") in connection with **PD 10-11.078, CR297-A (Pine Forest to Sandicrest) and Pine Cone Widening and Drainage Improvements**, as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

**SECTION 1. CONTRACT DOCUMENTS.**

- A.** The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
- B.** In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
- C.** County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

**SECTION 2. SCOPE OF WORK.**

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

**SECTION 3. CONTRACT AMOUNT.**

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

**Two Million Two Hundred Thirty-Four Thousand Two Hundred Forty Dollars and Fifty  
Cents  
\$2,234,240.50**

(\$475,473)

**SECTION 4. BONDS.**

- A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C. As per Florida Statutes Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

**SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.**

- A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within **Three Hundred (300)** calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **thirty (30)** calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **Three Hundred Thirty (330)** calendar days (herein "Contract Time").
- B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$1000.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.



**SECTION 8. MODIFICATION.**

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**SECTION 9. SUCCESSORS AND ASSIGNS.**

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

**SECTION 10. GOVERNING LAW.**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

**SECTION 11. NO WAIVER.**

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**SECTION 12. ENTIRE AGREEMENT.**

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

**SECTION 13. SEVERABILITY.**

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

- C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in a timely manner.
- D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

**SECTION 6. EXHIBITS INCORPORATED.**

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Exhibit A: General Terms and Conditions
- Exhibit B: Form of Performance and Payment Bonds
- Exhibit C: Insurance and Safety Requirements
- Exhibit D: Form of Release and Affidavit
- Exhibit E: Form of Contractor Application for Payment
- Exhibit F: Form of Change Order
- Exhibit G: Payment Adjustment-Bituminous Materials
- Exhibit H: Technical Specifications
- Exhibit I: Drawings

**SECTION 7. NOTICES.**

- A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

**Public Works Bureau-Engineering Division  
1190 W Leonard Street  
Pensacola, FL 32501  
Attention: Liz Bush, Project Manager**

- B. All correspondence with the Contractor will be addressed to the following:

**CR297-A (Pine Forest to Sandicrest) and Pine Cone Widening and Drainage Improvements**

**Panhandle Grading & Paving, Inc.  
2665 Solo Dos Familiaf  
Pensacola, FL 32534  
Attn: Jerry Long, Vice President**

- C. Either 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, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement and Roads, Inc. of NWF signing by and through its **Vice President**, 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.

Witness: Susan Hendry

By: Charles R. Oliver

Charles R. "Randy" Oliver,  
County Administrator

Witness: Dee Arment

Date: 12/6/11

CONTRACTOR:  
**CR297-A (Pine Forest to Sandicrest) and Pine Cone Widening and Drainage Improvements**, a Florida Corporation, authorized to do business in the State of Florida.  
**PANHANDLE GRADING & PAVING, INC.**

ATTEST: Corporate Secretary

By: Jerry Long  
Jerry Long

By: Betty Long  
Secretary **BETTY LONG**

Its: **Vice President**

(Corporate Seal)

Date: Nov. 23, 2011

BCC Approved: November 17, 2011



**EXHIBIT A**  
**GENERAL TERMS AND CONDITIONS**

**Section 1. INTENT OF CONTRACT DOCUMENTS.**

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

**Section 2. INVESTIGATION AND UTILITIES.**

- 2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and

during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

### **Section 3. SCHEDULE.**

- 3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

### **Section 4. PROGRESS PAYMENTS.**

- 4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.
- 4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be

accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

- 4.4. Contractor shall submit **four (4)** copies of each of its Applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total denial and return of the Application for Payment by the County, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.
- 4.5. County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.
- 4.6. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 4.7. Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.8. Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

**Section 5. PAYMENTS WITHHELD.**

- 5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within

the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

**Section 6. FINAL PAYMENT.**

- 6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

**Section 7. SUBMITTALS AND SUBSTITUTIONS.**

- 7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a video tape in VHS format showing the pre-existing conditions located within the limits of construction.
- 7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

- 7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.
- 7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

**Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS.**

- 8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
- 8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
  - 8.1.2. Soil conditions which adversely affect the Work;
  - 8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;
  - 8.1.4. The number of Contractor's and subcontractor's personnel present and working at



the Project site, by subcontract and trade;

- 8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 8.1.6. Description of Work being performed at the Project site;
- 8.1.7. Any unusual or special occurrences at the Project site;
- 8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

- 8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.
- 8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

**Section 9. CONTRACT TIME AND TIME EXTENSIONS.**

- 9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

- 9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
- 9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:
- 9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.
  - 9.4.2. The weather was unusual as documented by supporting data.
  - 9.4.3. The weather did have an adverse impact on the contractor's schedule (critical path only).
  - 9.4.4. The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

**Section 10. CHANGES IN THE WORK.**

- 10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

- 10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- 10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

**Section 11. CLAIMS AND DISPUTES.**

- 11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

- 11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

**Section 12. OTHER WORK.**

- 12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.
- 12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.
- 12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

**Section 13. INDEMNIFICATION AND INSURANCE.**

- 13.1. Contractor agrees to save harmless, indemnify, and defend County and its consultants, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for

within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

- 13.2.** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.
- 13.3.** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.4.** All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.5.** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability,

worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

- 13.6. All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."
- 13.7. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.8. Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.9. Duty to Provide Legal Defense. The Contractor agrees to pay, to Escambia County, as well as provide a legal defense for the County, which shall include attorney's fees and costs, both of which will be done only if and when requested by the County, for all claims as described in paragraph 13.1. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

**Section 14. COMPLIANCE WITH LAWS.**

- 14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

**Section 15. CLEANUP AND PROTECTIONS.**

- 15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

**Section 16. ASSIGNMENT.**

- 16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

**Section 17. PERMITS, LICENSES AND TAXES.**

- 17.1. Except as noted in paragraph 17.2 all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

**Section 18. TERMINATION FOR DEFAULT.**

- 18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared

bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor,



and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

**Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.**

- 19.1.** County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 19.2.** County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

**Section 20. COMPLETION.**

- 20.1.** Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 20.2.** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

---

(Project Name and Address)

---

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

**Section 21. WARRANTY.**

- 21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within **two (2)** years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

**Section 22. PROJECT LAYOUT AND CONTROL.**

- 22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

- 22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

**Section 23. TESTS AND INSPECTIONS.**

- 23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

**Section 24. DEFECTIVE WORK.**

- 24.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 24.2.** If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 24.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 24.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.
- 24.5.** If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and

incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

**Section 25. SUPERVISION AND SUPERINTENDENTS.**

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

**Section 26. PROTECTION OF WORK.**

- 26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

**Section 27. EMERGENCIES.**

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence

of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

**Section 28. USE OF PREMISES.**

- 28.1.** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 28.2.** Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

**Section 29. SAFETY.**

- 29.1.** The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 29.1.1.** All employees of the Work and other persons and/or organizations who may be affected thereby;
  - 29.1.2.** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
  - 29.1.3.** Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.
- 29.2.** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3. The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in Exhibit C of this Agreement.

**Section 30. PROJECT MEETINGS.**

30.1. Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

**EXHIBIT B**  
**PERFORMANCE AND PAYMENT BOND**

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_

(Insert name, address, and phone number of contractor)

\_\_\_\_\_, as Principal, and

\_\_\_\_\_  
(Insert full name, home office address and phone number of surety)

as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 223 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

**WHEREAS,** Principal has entered into a contract dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with Obligee for Contract No. \_\_\_\_\_

(Insert name of project, including legal description, street address of property and

\_\_\_\_\_ general description of improvement) \_\_\_\_\_

in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.



The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

**IN WITNESS WHEREOF**, the above parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

in the presence of:      PRINCIPAL:

	By: _____
	Name: _____
	Its: _____

Witnesses as to Principal

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)  
OR

\_\_\_\_\_

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ as  
Surety, on behalf of Surety. He/she is personally known to me OR has produced \_\_\_\_\_ as  
identification and did (did not) take an oath.  
My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)  
Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

**PAYMENT BOND**

BY THIS BOND, We, \_\_\_\_\_  
(Insert name, address and phone number of contractor)

\_\_\_\_\_ (hereinafter called the "Principal")

and \_\_\_\_\_ (hereinafter called the "Surety"),  
(Insert name)

located at \_\_\_\_\_, a surety insurer  
(Insert address and phone number)

chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 223 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal and County have reached a mutual agreement relating to Contract No. \_\_\_\_\_

(hereinafter referred to as the "Contract") as of \_\_\_\_\_ (the bid award date for projects thereto)

for the purpose of \_\_\_\_\_  
(Insert name of project, including legal description, street address of property and general description of

improvement.)

said Contract being made a part of this Bond by this reference.

**NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:**

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and County for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

**BE IT FURTHER KNOWN:**

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

**THIS BOND DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_** (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Witnesses as to Principal

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

OR

\_\_\_\_\_  
As Attorney In Fact (Attach Power)

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_ as Surety, on behalf of Surety. He/she is personally known to me **OR**  
has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

**EXHIBIT C**  
**INSURANCE AND SAFETY**

**INSURANCE - BASIC COVERAGES REQUIRED**

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of florida, or an affidavit in accordance with the provisions of florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

### **General, Automobile And Excess Or Umbrella Liability Coverage**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

#### **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

#### **Business Auto Liability Coverage**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

#### **Excess or Umbrella Liability Coverage**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

#### **Evidence/Certificates of Insurance**

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Bob Dennis, MABA, CPPB, Purchasing Specialist  
Office of Purchasing  
P.O. Box 1591  
Pensacola, FL 32597-1591  
Fax (850) 595-4806
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

#### **MINIMUM PROJECT SAFETY REQUIREMENTS**

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.



- (2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.
- (6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).
- (7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
  - When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
  - When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.
- (8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:
- (a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.
  - (b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.
  - (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
  - (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.
- (14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.
- (15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

- (17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

**EXHIBIT D**  
**RELEASE AND AFFIDAVIT**

**COUNTY OF ESCAMBIA**  
**STATE OF FLORIDA**

Before me, the undersigned authority, personally appeared \_\_\_\_\_,  
who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ paid, \_\_\_\_\_ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated \_\_\_\_\_, 20\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_.
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. \_\_\_\_\_.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_ President

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

Witnesses

\_\_\_\_\_

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

Name:

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Serial No., If Any: \_\_\_\_\_

**EXHIBIT E**  
**FORM OF CONTRACT APPLICATION FOR PAYMENT**

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

**EXHIBIT F**  
**CONSTRUCTION CHANGE ORDER**

Change Order Number \_\_\_\_\_ Contract Number PD \_\_\_\_\_  
 Date: \_\_\_\_\_ Dated \_\_\_\_\_

To: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Project Name: \_\_\_\_\_

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

*Describe changes here;*

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____
-----		
Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by \_\_\_ calendar days due to this Change Order. The new contract substantial completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.



Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
*Contractor*

By: \_\_\_\_\_  
*Engineer*

By: \_\_\_\_\_  
*Owner*

**EXHIBIT H**

**2011-001216 BCC**  
**Nov. 17, 2011 Page 52**

**DRAWINGS**

**CR297-A (Pine Forest to Sandicrest) and Pine Cone Widening and Drainage Improvements  
PD 10-11.078**

**See CD-ROM, Drawings Folder – Project Drawings for Detailed Information**

**EXHIBIT I**

**TECHNICAL SPECIFICATIONS**

**CR297-A (Pine Forest to Sandicrest) and Pine Cone Widening and Drainage Improvements  
PD 10-11.078**

**See CD-ROM, Specifications Folder – Escambia County Engineering Technical Specifications**

**BOARD OF COUNTY COMMISSIONERS**

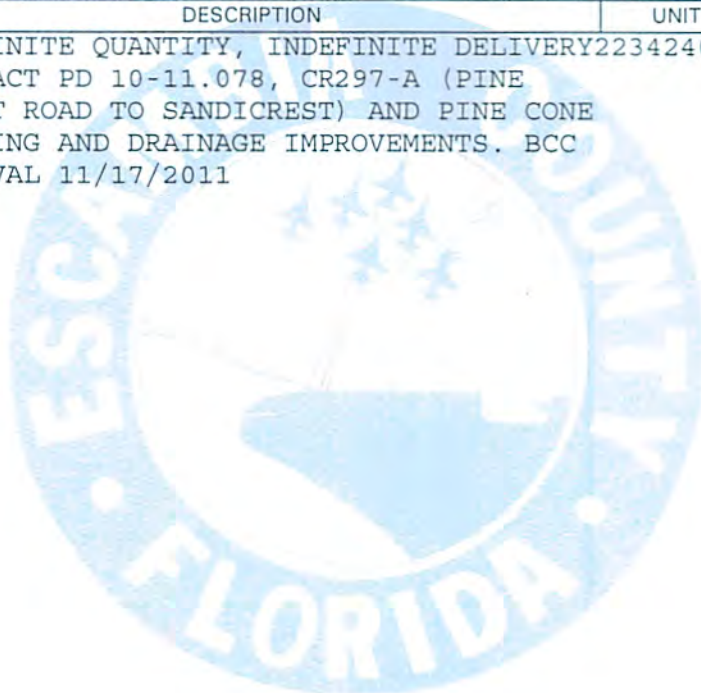
ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

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 CLERK OF THE COURT & COMPTROLLER  
 HON. ERNIE LEE MAGAHA  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843  
 (850) 595-4841

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 PANHANDLE GRADING & PAVING INC  
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 PENSACOLA FL 32516

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 ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT

ORDER DATE: 11/18/11		BUYER: ROBERT DENNIS		REQ. NO.: 12000860	REQ. DATE: 11/18/11
TERMS: NET 30 DAYS		F.O.B.:		DESC.: CONTACT LIZ BUSH AT 595-3	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	INDEFINITE QUANTITY, INDEFINITE DELIVERY CONTRACT PD 10-11.078, CR297-A (PINE FOREST ROAD TO SANDICREST) AND PINE CONE WIDENING AND DRAINAGE IMPROVEMENTS. BCC APPROVAL 11/17/2011	2234240.5000	2,234,240.50



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	2,234,240.50
01	210107 56301	2,234,240.50	08EN0105	<b>TOTAL \$</b>	<b>2,234,240.50</b>

APPROVED BY

*Charles R. Oliver 12/6/11*

# GENERAL TERMS AND CONDITIONS

**1. ENTIRE AGREEMENT** - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing, signed by a duly authorized representative of the Buyer and confirmed by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of Florida.

**2. DELIVERIES - INSPECTION AND ACCEPTANCE** - Delivery, inspection and acceptance is at final destination, unless otherwise provided. Until delivery and acceptance and any objections, risk of loss will be on the Contractor unless the results from negligence of the County. Notwithstanding the requirements for any County inspection or test outlined in specifications applicable to this contract, except where specifically indicated on the plans, the Contractor shall be responsible for performance solely by the County, the Contractor shall perform the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract terms, unless otherwise indicated, including if applicable, the technical requirements for the manufacturer's part number specified here.

**3. DELIVERY OF EXCESS QUANTITIES OF \$100 OR LESS** - The Contractor is responsible for the delivery of each item quantity within a certain variation (i.e., +/-) of the Contractor's order. If the County receives quantities of any item in excess of the quantity listed for either compensating and/or waste variations (quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to \$100 in value without incurring any interest thereon. The County in excess of \$100 will at the option of the County either be returned to the Contractor or the County will retain such quantities at the discretion of the County at the Contractor's expense.

**4. DELIVERIES** - In the event of failure to deliver material of the quality or when the time specified the County may cancel order or make alternative use of the County to exercise this option with respect to the amount of material that will be delivered as well as with respect to future shipments, if any.

**5. DELIVERY TICKETS** - All shipments under this agreement shall be accompanied with delivery tickets or sales slips indicating which item is part of the following information:

1. Name of supplier
2. Purchase Order
3. Date of sale
4. Call number

5. Itemized list of supplies or services furnished

6. Quantity, unit price and extension of each item less applicable discount, postage and extensions need not be shown when compatible with the use of automated systems provided that the invoice is required to show this information.

7. Date of delivery or shipment

The purchasing officer will retain one copy of the related delivery ticket and two of the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support a claim.

**6. INSPECTION, ACCEPTANCE AND TITLE** - Inspection and acceptance is at destination unless otherwise provided. The risk of loss of materials prior to final acceptance is the responsibility of the contractor. Supplier and acceptor of the County. The contractor shall be responsible for being, possession and collecting all damaged items. However, to avoid the expense of handling of damaged items, the County will:

1. Report any evidence of loss or damage on a shipment of the delivery carrier to the County.
2. Report damage and loss to the carrier and contract supplier, and the County, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
3. Retain the damaged items on the contract, including inner packing material until inspected by the carrier, and disposition given by the contract supplier.
4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage report or report.

**7. GOVERNMENT REGULATIONS** - Contractor warrants that all applicable laws and regulations of governmental authority covering the production, sale and delivery of materials specified herein have been complied with to a shall indemnify and save the County harmless from and against any liability or damages from Contractor's failure to do so.

**8. TAXES** - Counties are exempt from Federal Tax on transportation charges and any Federal Excise Tax. If you prepare transportation charges and invoices for the County will not reimburse you for the tax paid. Counties are exempt from State Sales Tax.

**9. WARRANTIES** - In addition to all warranties stated on the title of contract law or contract elsewhere in this order, Contractor expressly warrants that all material or services covered herein are conforming to the drawings, specifications, and drawings furnished or adopted by the County, and that the material is fit and conform for the purpose for which purchased if specified herein. Contractor warrants that all material and workmanship are free from patent and latent defects. The Contractor shall be responsible for any breach of warranty, which shall disclose that Contractor had, with knowledge of the general nature of the business, the Contractor agreed to perform better workmanship, design, workmanship and materials which may be required within twelve months of receipt by the County unless otherwise specified.

**10. PATENTS** - Contractor shall protect and indemnify County against all claims, judgments and damages arising from infringement or alleged infringement of any United States patent by any of the goods to be used hereunder. Contractor shall defend, settle or satisfy to the extent of any proceeding brought against the County for suit, infringement provided Contractor is not the party of the infringement. Contractor shall provide and give authority, information and assistance by the County, for the defense of the patent infringement.

**11. INSTALLATION** - If the order requires the services of Contractor's expert or employees, the County shall provide such expert or employees and shall be responsible for their employment. The County shall provide such expert or employees and shall be responsible for their employment. Contractor shall be responsible for the installation of the goods to be provided by the County. Contractor shall be responsible for the installation of the goods to be provided by the County. Contractor shall be responsible for the installation of the goods to be provided by the County. Contractor shall be responsible for the installation of the goods to be provided by the County.

**12. NON-DISCLOSURE** - Without prior written consent of the County, the Contractor shall not reveal to a third party, the details, characteristics or information on materials made to the special order of the County, or use, reproduce or otherwise in any promotional media or reveal that County is purchasing the materials ordered hereunder.

**13. CONDITION FOR ASSIGNMENT** - This agreement (purchase order) shall not be assigned, in whole or in part, without the consent of the County. Such consent will not be given to any subcontractor or assignee.

**14. CHANGES** - The Purchasing Manager may, at any time, by written order, and without notice to the supplier, make changes within the general scope of the contract in drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the County, in accordance therewith, (in method of shipping, packing and wrapping and delivery of any such changed order, a reasonable decrease in the cost of, or the time required for performance of this contract. Whether change is not changed by any such order, and equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this clause shall be asserted within 90 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing Manager. The provisions of this clause shall not apply to any material or services which are not specifically ordered prior to this payment under the contract. Failure to agree to any adjustment shall be a waiver concerning a quantity of material within the meaning of the clause of this contract entered "Finalist". However nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

15. Supplies are of domestic origin unless indicated by contract supplier.

**16. INVOICING AND PAYMENT** - The contractor shall be paid upon submission of properly certified invoices to the purchaser at the site stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, and deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employee Identification Number, an origin and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

**INTEREST PENALTIES** - Payment shall be made in accordance with Section 216.701, Florida Statutes, which states the contractor's rights and County's responsibilities concerning interest penalties and time limits for payment of invoices.

**17. DISCOUNTS** - On any discount there will be a period of 10 days of delivery of the supplies or from date correct invoices is received, whichever is the later date.

**18. PROTEST** - Any protest by a bidder/proposer must be filed with the purchasing department for review by the Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review by the Purchasing Manager he may then file a protest through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the board will be final.

**19. CONVICT LABOR** - In connection with the performance of work under this contract, the contractor agrees not to employ any persons undergoing sentence of imprisonment except as provided by Florida Statute, Chapter 900, Florida Statutes (HB 606, 4-13-2011) and Executive Order 11266, December 24, 1995.

**20. COVENANT AGAINST CONTINGENT FEES** - The Contractor warrants that no person or firm has been employed or retained to solicit or secure this contract upon any agreement or understanding that provides for a commission, brokerage or contingent fee, excepting bona fide employees of the established commercial or professional agencies maintained by the Contractor for the purpose of securing business. For the purpose of this warranty, the County shall have the right to amend the contract without liability to the Contractor to deduct from the contract price a certain amount or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**21. CONTINGENCIES** - Neither party shall be liable for delay or defaults due to acts of God, government authority, public enemy, war, riot, floods, epidemics, strikes, labor troubles, freight embargoes, or other causes beyond its control. The party so affected shall promptly written notice to the other party shall be given from making or giving performance. Tender to the extent of such prevention or obstruction. All County's notices, demands or orders shall be made on notice to the vendor, upon completion of such correspondence even though such might have been provided at the date of the bid.

**22. GRATUITIES** - If the County may, by written notice to the Contractor, terminate the right of the Contractor to perform under this contract for cause, the Contractor and receiving by the board of County Commissioners, duly authorized representative, the gratuity in form of entertainment, gifts or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to an officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to the performing of such contract provided that the evidence of the gratuity given to the Board of County Commissioners or their duly authorized representative from such gratuities shall be reviewed and must be reviewed in any competent court, in the event the contract is terminated as provided in paragraph (a) of this contract, the Contractor shall be entitled to pursue the same remedies against the Contractor as if could pursue in the event of a breach of contract by the Contractor and (2) is a penalty in addition to any other damages which may be claimed by law to cover any damages in an amount not determined by the Board of County Commissioners or their duly authorized representative, which shall be less than three times the amount of the gratuity incurred by the Contractor in providing such gratuities to any such officer or employee. (3) The rights and remedies of the County provided in this clause shall not be construed and are in addition to any other rights and remedies provided by law or under contract.

**23. TERMINATION FOR DEFAULT** - The Purchasing Manager, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform and provide a defect in workmanship. The Contractor shall be liable for damages, including the reasonable cost of reprocurement and applicable penalties, provided that if (a) it is determined that the Contractor was not in default of the Contractor's failure to perform in accordance with the contract, the Contractor shall be liable for termination shall be deemed to be a termination for convenience. (b) As used in this provision, the term "Contractor" and "Contractors" means all subcontractors.

**24. TERMINATIONS FOR CONVENIENCE** - The Purchasing Manager, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the County. If the contract is terminated and/or terminated, the Contractor shall be compensated for goods delivered up to the date of the termination at the discretion of the County. It is the intent that this contract is for services and/or terminated, the County shall be liable for the full extent agreed upon with the payment of the cost of this contract for services rendered up to the effective date of termination.

**25. ASSIGNMENT OF CLAIMS** - Claims for money due to or by the County under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (Chapter 381, Florida Statutes), however, payments to an assignee of money under this contract shall not be subject to set-off and, as amended, be subject to set-off in any case (See Chapter 381).

**26. EXTENT OF OBLIGATION** - The County is obligated to pay the purchase order in accordance with the extent of the contract, which shall be the actual price of the contract.

**27. PRICING** - The prices to the County for all purchases made under this agreement shall be in accordance with the prices charged the supplier and the lowest customarily available to any other vendor.

## NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

Contract performance of this contract, the contractor shall not:

1. The contractor will not discriminate against any employee or applicant for employment because of race, sex, religion, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, religion, or national origin. Such affirmative action includes but is not limited to the following: employment, upgrading, promotion, transfer, recruitment or advertising, layoff, or termination, unless it is pay or other terms of compensation, benefits, or other conditions of employment. The contractor will not discriminate in the selection of subcontractors and will not discriminate in the selection of subcontractors. Notices to be provided by the contractor to the County shall be provided to the County.
2. The contractor will not discriminate in advertising or recruitment for employees, placed by or on behalf of the contractor, that all qualified applicants will receive for a position for employment without regard to race, sex, religion, or national origin.
3. The contractor will not discriminate in advertising or recruitment for employees, placed by or on behalf of the contractor, that all qualified applicants will receive for a position for employment without regard to race, sex, religion, or national origin.
4. The contractor will not discriminate in advertising or recruitment for employees, placed by or on behalf of the contractor, that all qualified applicants will receive for a position for employment without regard to race, sex, religion, or national origin.
5. The contractor will not discriminate in advertising or recruitment for employees, placed by or on behalf of the contractor, that all qualified applicants will receive for a position for employment without regard to race, sex, religion, or national origin.
6. The contractor will not discriminate in advertising or recruitment for employees, placed by or on behalf of the contractor, that all qualified applicants will receive for a position for employment without regard to race, sex, religion, or national origin.
7. The contractor will not discriminate in advertising or recruitment for employees, placed by or on behalf of the contractor, that all qualified applicants will receive for a position for employment without regard to race, sex, religion, or national origin.

**PURCHASE ORDER NO. 120779-1**  
**CHANGE DATE: 03/16/12**

**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

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 CLERK OF THE COURT & COMPTROLLER  
 HON. ERNIE LEE MAGAHA  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843  
 (850) 595-4841

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 PANHANDLE GRADING & PAVING INC  
 P O BOX 3717  
 PENSACOLA FL 32516

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 ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT

ORDER DATE: 11/18/11 BUYER: ROBERT DENNIS REQ. NO.: 12000860 REQ. DATE: 11/18/11

TERMS: NET 30 DAYS F.O.B.: DESC.: CHANGE ORDER - 1

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			ADDITIVE CHANGE ORDER IN THE AMOUNT OF \$141,375.00 FOR PGP TO USE BLACK BASE IN LIEU OF GAB ON CR 297A. AS ON ALL COUNTY WIDENING PROJECTS, WE ARE REQUIRING THE CONTRACTOR TO USE A LAYER OF CRACK THAT EXTENDS ACROSS THE ENTIRE ROADWAY AND 2' INTO THE NEWLY PAVED SHOULDERS. THE ORIGINAL BID SPECIFIED TO USE GAB, BUT IF THE CONTRACTOR USES GAB, THEY WILL NOT BE ABLE TO USE THE CRACK RELIEF ON ANY OF THE WIDENING OR PAVED SHOULDERS. THIS COULD CAUSE A CRACK TO FORM IN THE ROADWAY APPROXIMATELY 10' FROM THE CENTERLINE, WHICH IS THE LOCATION WHERE MOST OF THE TIRE TRAFFIC WOULD BE. LONG TERM, A LONGITUDINAL CRACK WOULD FORM ON BOTH SIDES OF THE NEWLY PAVED ROADWAY, WHICH WOULD COMPROMISE THE BASE STRUCTURE. A SIGNIFICANT DEDUCTIVE CHANGE ORDER AT THE END OF THE PROJECT TO OFFSET THE MAJORITY OF THIS INCREASE. CIP: CR 297A AND PINE CONE		
01	.00	LOT	INDEFINITE QUANTITY, INDEFINITE DELIVERY CONTRACT PD 10-11.078, CR297-A (PINE FOREST ROAD TO SANDICREST) AND PINE CONE WIDENING AND DRAINAGE IMPROVEMENTS. BCC	141375.0000	141,375.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	141,375.00
01	210107 56301	141,375.00	08EN0105	TOTAL \$	141,375.00

**APPROVED BY** Charles P. Olive 3/19/12



**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

**PURCHASE ORDER NO. 120779-1**

**CHANGE DATE: 03/16/12**

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 CLERK OF THE COURT & COMPTROLLER  
 HON. ERNIE LEE MAGAHA  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843  
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 PANHANDLE GRADING & PAVING INC  
 P O BOX 3717  
 PENSACOLA FL 32516

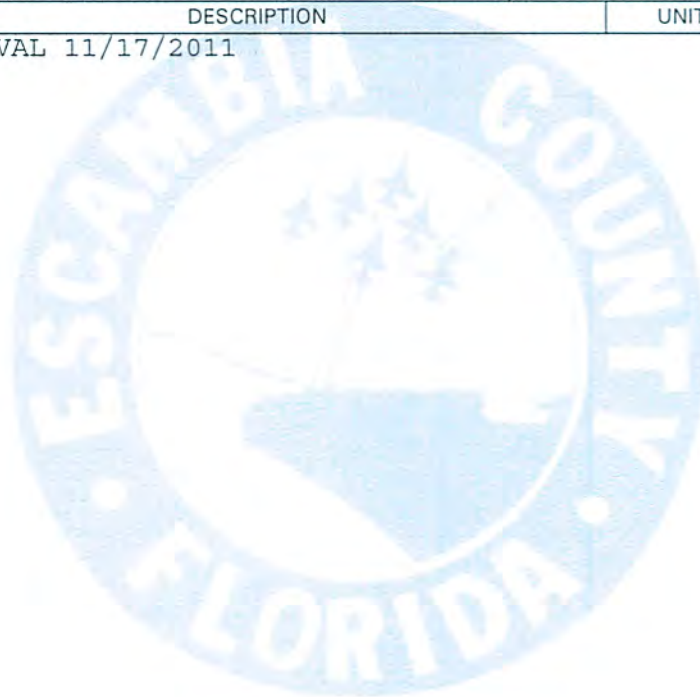
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 ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT

ORDER DATE: 11/18/11	BUYER: ROBERT DENNIS	REQ. NO.: 12000860	REQ. DATE: 11/18/11
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
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APPROVAL 11/17/2011



ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$
				<b>TOTAL \$ 141,375.00</b>

**APPROVED BY** \_\_\_\_\_





BD

### CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: 160114  
 Project Number: 08EN0105  
 Department: PUBLIC WORKS/ENGINEERING

Vendor Name: PANHANDLE GRADING AND PAVING, INC  
 P.O. Number: 120779 C.O. Number: 1  
 P.D. Number: 10.11.078 Date: 02/23/12

**Notes for Modifying the Scope of Award:**

**Additive Change Order in the amount of \$141,375.00 for PGP to use Black Base in lieu of GAB on CR 297A. As on all County widening projects, we are requiring the contractor to use a layer of crack that extends across the entire roadway and 2' into the newly paved shoulders. The original bid specified to use GAB, but if the contractor uses GAB, they will not be able to use the crack relief on any of the widening or paved shoulders. This could cause a crack to form in the roadway approximately 10' from the centerline, which is the location where most of the tire traffic would be. Long term, a longitudinal crack would form on both sides of the newly paved roadway, which could compromise the base structure. A significant deductive change order is expected at the end of the project to offset the majority of this increase. CIP: CR 297A and Pine Cone**

**To Modify Existing Purchase Order:**

Adding Dollars to Line Item No: 1 Quantity Adjustment: Amount: \$141,375.00  
 Deleting Dollars from Line Item No: Adjustment: Amount:

**Modify Notes:**

Date of BCC action: (ATTACH RESUMÉ)	
Enc. Carried Forward/PO Total Dollars:	\$2,234,240.50
Net Dollars added or subtracted:	\$141,375.00
New Purchase Order Total Dollars:	\$2,375,615.50
Previous Contract Total Dollars:	\$2,234,240.50
Net Dollars added or subtracted:	\$141,375.00
New Contract Total Dollars:	\$2,375,615.50

PURCHASING DEPARTMENT  
 12 MAR 15 PM 2:28  
 RECEIVED

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210107	56301	08EN0105	\$141,375.00	\$2,375,615.50

- Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.
- Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: [Signature]  
 Contract Administrator's Certification & Approval: [Signature]  
 Office of Purchasing Review Agent: [Signature]  
 Department Director: [Signature]  
 County Administrator's Approval: [Signature]

Date: 2-23-12  
 Date: 2/23/12  
 Date: 2/28/12  
 Date: 3/19/12

CR 297-A Pine Cone Widenig and Drainage Improvement Project  
 Deduct 9" Aggregate Base and Add 5" Asphalt Base

Option # 1	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	Widening 5" Type B-12.5 Base Course	24,375	SY	\$ 19.55	Total Additive \$476,531.25
	Widening 9" Graded Aggregate Base	24,375	SY	\$ 13.75	Total Deductive -\$335,156.25
	Total Change Order Amonut				\$141,375.00

Option # 1	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	Widening 5" Type B-12.5 Base Course	24,375	SY	\$ 5.80	Total Additive \$141,375.00

*Calculated  
 verified  
 2/23/12  
 J. K. [Signature]*

SURETY RIDER

To be attached to and form a part of

Bond No. 016044924

Type of

Bond: Performance and Payment Bond

dated

effective November 17, 2011  
(MONTH-DAY-YEAR)

executed by Panhandle Grading & Paving, Inc.  
(PRINCIPAL)

, as Principal,

and by Liberty Mutual Insurance Company

, as Surety,

in favor of Escambia County Board of County Commissioners  
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing  
the Bond Amount FROM \$2,234,240.50 TO \$2,375,615.50 per change order.

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider

is effective 2/24/2012  
(MONTH-DAY-YEAR)

Signed and Sealed 3/1/2012

(MONTH-DAY-YEAR)

Panhandle Grading & Paving, Inc.  
(PRINCIPAL)

By: \_\_\_\_\_  
(PRINCIPAL)

Liberty Mutual Insurance Company  
(SURETY)

By: Mark W. Edwards, II  
(ATTORNEY-IN-FACT) Mark W. Edwards, II

# CONSTRUCTION CHANGE ORDER REQUEST FORM



Change Order No.: 1 Contract No. PD: 10.11.078

To: PANHANDLE GRADING AND PAVING, INC. Date: February 23, 2012  
 P.O. BOX 3717  
 PENSACOLA, FL 32516

Project Name: CR297-A (PINE FOREST ROAD TO SANDICREST) AND PINE CONE WIDENING AND DRAINAGE IMPROVEMENTS

Under our AGREEMENT dated 11/17/2011

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

**Additive Change Order in the amount of \$141,375.00 for PGP to use Black Base in lieu of GAB on CR 297A. As on all County widening projects, we are requiring the contractor to use a layer of crack relief that extends across the entire roadway and 2" into the newly paved shoulders. The original bid specified to use GAB, but if the contractor uses GAB, they will not be able to use the crack relief on any of the widening or paved shoulders. This could cause a crack to form in the roadway approximately 10' from the centerline, which is the location where most of the tire traffic would be. Long term, a longitudinal crack would form on both sides of the newly paved roadway, which could compromise the base structure. A significant deductive change order is expected at the end of the project to offset the majority of this increase.**

*CIP: CR297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements*

FOR THE Additive (Deductive) Sum of: One Hundred Forty -One Thousand Three Hundred Seventy Five Dollars and No Cents  
\$ 141,375.00

Original Agreement Amount	\$	<u>2,234,240.50</u>
Sum of Previous Changes	\$	
This Change Order Add/(Subtract)	\$	<u>141,375.00</u>
Present Agreement Amount	\$	<u>2,375,615.50</u>

The time for completion shall increase by calendar days due to this change order. Accordingly, the Contract Time is *three hundred thirty (330)* calendar days. The final completion date is December 4, 2012.

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement as indicated above, as fully as if the same were repeated in acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all all claims arising out of or related to the change set forth herein, including claims for impact and delays costs.

The Contract Administration has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Date Accepted: \_\_\_\_\_ 2012

By:  Contractor By: \_\_\_\_\_ Engineering Department

By:  Owner, Escambia County, Florida

**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

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CLERK OF THE COURT & COMPTROLLER  
 HON. ERNIE LEE MAGAHA  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843  
 (850) 595-4841

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 PANHANDLE GRADING & PAVING INC  
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 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT

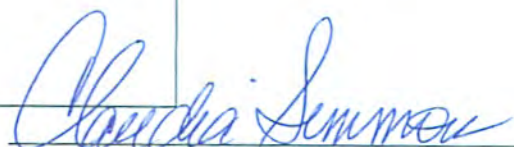
ORDER DATE: 11/18/11	BUYER: ROBERT DENNIS	REQ. NO.: 12000860	REQ. DATE: 11/18/11
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 2
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	ADDITIVE CHANGE ORDER IN THE AMOUNT OF \$5,449.00 TO PANHANDLE GRADING AND PAVING FOR CHANGES MADE IN THE FIELD ASSOCIATED WITH ECUA RELOCATIONS. THE TIME OF COMPLETION REMAINS THE SAME. CIP: CR297-a PINE FOREST ROAD ROAD TO SANDICREST AND PIN CONE WIDENING AND DRAINAGE IMPROVEMENTS.	5499.0000	5,499.00
			LOT INDEFINITE QUANTITY, INDEFINITE DELIVERY CONTRACT PD 10-11.078, CR297-A (PINE FOREST ROAD TO SANDICREST) AND PINE CONE WIDENING AND DRAINAGE IMPROVEMENTS. BCC APPROVAL 11/17/2011		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	5,499.00
01	210107 56301	5,499.00	08EN0105	<b>TOTAL \$</b>	<b>5,499.00</b>

**APPROVED BY**



# GENERAL TERMS AND CONDITIONS

- 1. ENTIRE AGREEMENT** - The terms, specifications and drawings included in this order or contract shall constitute the entire agreement between the parties unless otherwise stated in the order or contract. No modification or waiver of terms of this agreement shall be binding unless made in writing by a duly authorized representative of the Buyer and confirmed by such a representative of the Seller. This agreement shall be interpreted in accordance with the laws of the State of Florida.
- 2. DELIVERIES - INSPECTION AND ACCEPTANCE** - Delivery, inspection and acceptance shall be made in accordance with the terms of the contract and any requirements set forth in the contract. The Seller shall be responsible for the delivery of the goods to the County. The Seller shall be responsible for any County inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are required for performance solely by the County. The Seller shall perform or have performed the inspections and tests required to substantiate that the goods and services provided under the contract conform to the drawings, specifications and contract documents listed herein, including if applicable, the technical requirements for the manufacturer's part number specified herein.
- 3. DELIVERY OF EXCESS QUANTITIES OF \$100 OR LESS** - The Contractor is responsible for the delivery of each term quantity within allowable variations, if any. If the Contractor delivers to the County quantities of any term in excess of the quantity called for (after considering allowable variations in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to \$100 in value without compensating the interests herein. Quantities in excess of \$100 will at the option of the County either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
- 4. DELIVERIES** - In the event of failure to deliver material to the County or within the time specified, the County may cancel order and buy elsewhere. Failure of the County to exercise this option will not constitute an assumption that not be deemed a waiver with respect of future shipments, if any.
- 5. DELIVERY TICKETS** - All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information:
  1. Name of supplier
  2. Purchase Order
  3. Date of call
  4. Call number
  5. Itemized list of supplies or services furnished
  6. Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is designed to show this information) and
  7. Date of delivery or shipmentUpon delivery, the receiving officer will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
- 6. INSPECTION, ACCEPTANCE AND TITLE** - Inspection and acceptance will be at destination unless otherwise provided. The risk, loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County. The contract supplier shall be responsible for filing, processing and collecting all damaged claims. However, to assist them in the expeditious handling of damaged claims, the County will:
  1. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading
  2. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise
  3. Retain the item and its shipping container, including inner packing material until inspections performed by the carrier, and disposition given by the contract supplier
  4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report
- 7. GOVERNMENT REGULATIONS** - Contractor warrants that all applicable laws and regulations of governmental authority covering the production, sale and delivery of materials specified herein, have been complied with and shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
- 8. TAXES** - Counties are exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prefer, transportation charges do not pay tax as the County will not be reimbursed for the taxes paid. Counties are exempt from State Sales Tax.
- 9. WARRANTIES** - In addition to all warranties, established by statute or common law, or set forth elsewhere in this order, Contractor expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or accepted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified herein. Contractor warrants that all material and workmanship and free from any patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge that Contractor liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of receipt by County, unless otherwise specified.
- 10. PATENTS** - Contractor shall protect and indemnify County against all claims, judgments and expenses arising from infringement or alleged infringement of any United States patent by any of the goods to be used hereunder. Contractor shall defend, at its own expense, any proceeding brought against County for such infringement provided that Contractor is not a party to the commencement of such proceeding and is given adequate notice and opportunity by the County for the defense of matters at issue.
- 11. INSTALLATION** - If this order requires the delivery of Contractor's equipment or employees, the County's premises, such equipment or employees shall not be deemed to be agents or employees of the County. Such parties of the County shall be subject to the rules and regulations of the County, including the responsibility for their acts and omissions and agree to waive the County's immunity from liability and to indemnify and accept liability for their acts and omissions. The County shall not be responsible for a contractor who unreasonably keeps the order after all items have been delivered, or who fails to complete the installation and labor in accordance with the performance of Contractor's obligations hereunder. The County shall not be responsible for any damage to and/or destruction of any material and/or equipment of Contractor or other third parties, in an accident, fire, or other cause, which may be caused by the contractor's negligence or willful or wanton acts.
- 12. NON-DISCLOSURE** - The Contractor shall not disclose the County's confidential information to any third party without the County's prior written consent. The Contractor shall not disclose the County's confidential information to any third party without the County's prior written consent.
- 13. CONDITION FOR ASSIGNMENT** - This contract or purchase agreement shall not be assigned without the County's prior written consent. The County's consent shall not be given if the assignment would materially increase the County's risk.
- 14. CHANGES** - The Purchasing Manager may make changes in the terms, specifications and drawings of the contract, which may be necessary in the performance of the contract. The County shall be responsible for the delivery of the goods to the County. The Seller shall be responsible for any County inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are required for performance solely by the County. The Seller shall perform or have performed the inspections and tests required to substantiate that the goods and services provided under the contract conform to the drawings, specifications and contract documents listed herein, including if applicable, the technical requirements for the manufacturer's part number specified herein.
- 15. SUPPLIER'S OBLIGATION TO PROVIDE INFORMATION** - The Contractor shall provide the County with all information necessary to complete the contract, including but not limited to, the following:
  1. Name of supplier
  2. Purchase Order
  3. Date of call
  4. Call number
  5. Itemized list of supplies or services furnished
  6. Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is designed to show this information) and
  7. Date of delivery or shipment
- 16. INVOICING AND PAYMENT** - The Contractor shall provide a copy of the invoice to the County within 15 days of the date of delivery of the goods. The County shall pay the invoice within 30 days of the date of delivery of the goods. The County shall not be responsible for any late payment or non-payment of the invoice. The Contractor shall be responsible for the collection of the invoice and for the payment of the invoice. The Contractor shall be responsible for the collection of the invoice and for the payment of the invoice.

- 17. DISCOUNTS** - Discounts shall be given to the County from the date of delivery of the supplies or services, if the County is a member of the Florida State Purchasing Council.
- 18. PROTEST** - Any protest by a bidder or supplier shall be filed with the purchasing department for a review by the Purchasing Manager. If the protest is not filed with the Purchasing Manager, the County shall not be bound by the protest. The decision of the Board of County Commissioners for further review. The decision of the Board of County Commissioners shall be final.
- 19. CONVICT LABOR** - In connection with the performance of work under this contract, the contractor shall not employ or use any person who is under a sentence of imprisonment as provided in Florida Statute 94B, Chapter 10, 1995 (18 USC § 8782(h)(2)) and Executive Order 11256, December 14, 1973.
- 20. COVENANT AGAINST CONTINGENT FEES** - The contractor warrants that no person or entity, if it has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of a duly established commercial or selling agencies, maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability on its part to deduction from the contract price or cancellation, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 21. CONTINGENCIES** - Neither party shall be liable for delays or defaults due to acts of God, government, a strike or public enemy, war, fires, floods, epidemics, strikes, labor troubles, or other contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from obligations to deliver. Hereunder to the extent of such prevention or of restriction. At County's option, damages so warranted shall be made on notice of threat to the vendor, upon cessation of such contingency even though such might have been foreseeable at the date of the order.
- 22. GRATUITIES** - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Board of County Commissioners duly authorized representative, the gratuities (in form of entertainment gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to that performing of such contract provided, that the existence of the facts upon which the Board of County Commissioners or their duly authorized representative make such findings, shall be in issue and may be reviewed in any competent court. (b) In the event this contract is terminated as provided in paragraph, (a) hereof the County shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities in any such officer or employee. (c) The rights and remedies of the County provided in the clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under contract.
- 23. TERMINATION FOR DEFAULT** - The Purchasing Manager by written notice, may terminate this contract in whole or in part, for failure of the Contractor to perform any provisions hereof. In such event the Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services, provided that (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform without his and his subcontractors' control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 24. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.
- 24. TERMINATIONS FOR CONVENIENCE** - The Purchasing Manager by written notice, may terminate this contract in whole or in part, when it is in the best interest of the County. In such event the Contractor shall be compensated for goods delivered up to the date of the termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the Contractor shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.
- 25. ASSIGNMENT OF CLAIMS** - Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 USC 381). However, payments to an assignee of monies under this contract shall not be the extent of the assignee's liability, as amended, be subject to retention of set off (See Clause 16).
- 26. EXTENT OF OBLIGATION** - The County is not liable under this contract for the extent of the Contractor's liability placed against the government.
- 27. PRICING** - The Prices to the County for all purchases made under this agreement shall be as low as possible, but shall be charged the supplier's most favored customer in addition to any discounts.

## NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

- During the performance of this contract the contractor agrees as follows:
1. The contractor will not discriminate against any employee or applicant for employment because of race, sex, religion, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, religion, or national origin. Such action shall include, but not be limited to the following: recruiting, hiring, promoting, transferring, and terminating employment; advancement, or any other term or condition of employment; and selection for training, including apprenticeship. The contractor agrees to comply with all applicable laws, rules, regulations, and executive orders that prohibit employment practices that are based on race, sex, religion, or national origin. The contractor shall not discriminate on the basis of race, sex, religion, or national origin in the performance of this contract.
  2. The contractor will not discriminate against any employee or applicant for employment because of the race, sex, religion, or national origin of any individual with whom the contractor has a contract for employment without regard to the individual's race, sex, religion, or national origin.
  3. The contractor will be held to account for the contractor's compliance with this clause by the awarding agency, the awarding agency's contract administrator, or the awarding agency's contract administrator's representative. The contractor shall be held to account for the contractor's compliance with this clause by the awarding agency, the awarding agency's contract administrator, or the awarding agency's contract administrator's representative.
  4. The contractor shall comply with all applicable laws, rules, regulations, and executive orders that prohibit employment practices that are based on race, sex, religion, or national origin.
  5. The contractor shall not discriminate against any employee or applicant for employment because of the race, sex, religion, or national origin of any individual with whom the contractor has a contract for employment without regard to the individual's race, sex, religion, or national origin.
  6. The contractor shall not discriminate against any employee or applicant for employment because of the race, sex, religion, or national origin of any individual with whom the contractor has a contract for employment without regard to the individual's race, sex, religion, or national origin.
  7. The contractor shall not discriminate against any employee or applicant for employment because of the race, sex, religion, or national origin of any individual with whom the contractor has a contract for employment without regard to the individual's race, sex, religion, or national origin.

BD

### CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: 160114  
 Project Number: 08EN0105  
 Department: PUBLIC WORKS/ENGINEERING

Vendor Name: PANHANDLE GRADING AND PAVING, INC  
 P.O. Number: 120779 C.O. Number: 2  
 P.D. Number: 10.11.078 Date: 06/13/12

**Notes for Modifying the Scope of Award:**

Additive Change Order in the amount of \$5,449.00 to Panhandle Grading and Paving for changes made in the field associated with ECUA relocations. The time of completion remains the same. CIP: CR297-A Pine Forest Road to Sandicrest and Pine Cone Widening and Drainage Improvements.

*ECUA will re-imburse.*

**To Modify Existing Purchase Order:**

Adding Dollars to Line Item No: 1  
 Deleting Dollars from Line Item No:

Quantity Adjustment:  
 Adjustment:

Amount: \$5,449.00  
 Amount:

**Modify Notes:**

Date of BCC action: (ATTACH RESUMÉ)	
Enc. Carried Forward/PO Total Dollars:	\$2,375,615.50
Net Dollars added or subtracted:	\$5,449.00
New Purchase Order Total Dollars:	\$2,381,064.50
Previous Contract Total Dollars:	\$2,375,615.50
Net Dollars added or subtracted:	\$5,449.00
New Contract Total Dollars:	\$2,381,064.50

RECEIVED  
 JUN 29 PM 2:22  
 PURCHASING DEPARTMENT

*JK*

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210107	56301	08EN0105	\$5,449.00	\$2,381,064.50

- Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.
- Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: *[Signature]*  
 Contract Administrator's Certification & Approval: *[Signature]*  
 Office of Purchasing Review Agent: *[Signature]*  
 Department Director: *[Signature]*  
 County Administrator's Approval: *[Signature]*

Date: 6-14-12  
 Date: 6/19/12  
 Date:  
 Date: 6-19-12  
 Date: 7-2-12



CR 297-A Utility Change Order

Item #	Bid Item Description	Quantity	Units	Unit Prices	Extension
58	12" PVC WM (C900)	-50	LF	\$19.00	-\$950.00
59	12 DI WM Pipe	-40	LF	\$63.00	-\$2,520.00
61	6" PVC Water main (C900)	138	LF	\$19.00	\$2,622.00
60	8" PVC WM Pipe (C900)	-8	LF	\$25.00	-\$200.00
62	4" PVC WM Pipe (C900)	-24	LF	\$18.00	-\$432.00
63	3" PVC WM Pipe	-20	LF	\$18.00	-\$360.00
64	2" PVC Water main Pipe	45	LF	\$18.00	\$810.00
66	12"x6" MJ Tee	-1	EA	\$675.00	-\$675.00
68	12" MJ Fitting (90, 45, 22)	-8	EA	\$510.00	-\$4,080.00
70	6" MJ Fittings (90, 45, 22)	3	EA	\$378.00	\$1,134.00
71	12"x6" Tapping Sleeve and Valve	-1	EA	\$2,100.00	-\$2,100.00
72	3" MJ Fittings (90, 45, 22)	-2	EA	\$250.00	-\$500.00
73	12" MJ Gate Valve & Box	2	EA	\$2,260.00	\$4,520.00
77	6" MJ Gate Valve & Box	1	EA	\$786.00	\$786.00
79	6"x4" Tapping Sleeve and Valve	1	EA	\$1,627.00	\$1,627.00
80	6"x6" MJ Tee - Heather	2	EA	\$450.00	\$900.00
81	4"x3" MJ Reducer	-1	EA	\$300.00	-\$300.00
84	Connect to Existing Main 6" Fire Line @ Church (1), Creekwood (1), Heather (1)	3	EA	\$300.00	\$900.00
92	Cut and Cap 6" Water Main	1	EA	\$300.00	\$300.00
86	Connect to Existing Mains (3")	-1	EA	\$300.00	-\$300.00
95	Adjust or Relocate Meter Box	-3	EA	\$100.00	-\$300.00
98	1" PE Service Transfer (Long)	-1	EA	\$400.00	-\$400.00
100	1" PE Service Replacement (Long)	-4	EA	\$400.00	-\$1,600.00
101	1" PE Service Replacement (Short)	-1	EA	\$300.00	-\$300.00
C.O. 1	6"x6" Tapping Sleeve & Valve	1	EA	\$1,890.00	\$1,890.00
C.O. 2	Shut Down 12" Water main Remove 4" Gate Valve & Install 4" Plug @ Corral per ECUA Direction @ Corral	1	LS	\$2,257.50	\$2,257.50
C.O. 3	Connect to Existing Main 2"	1	EA	\$299.25	\$299.25
C.O. 4	Cut Out Poured Lead Tee in Existing AC waterline & Installed MJ Tee w/Megalugs Replacing Lead Tee & PVC Pipe w/Hymax (Req. to achieve tie in) Adaptor Coupling (PVC Waterline to AC Waterline) Heather	1	LS	\$971.25	\$971.25
C.O. 5	Pour Deadman Thrust Blocking @ 2 Location (Heather & Corral)	2	EA	\$393.75	\$787.50
C.O. 6	4" 45 Deg Bends	2	EA	\$330.75	\$661.50
				<b>Total</b>	<b>\$5,449.00</b>

*Calculations  
verified  
6/14/12  
R. J. [Signature]*

# CONSTRUCTION CHANGE ORDER REQUEST FORM



Change Order No.: 2 Contract No. PD: 10.11.078

To: PANHANDLE GRADING AND PAVING, INC. Date: June 14, 2012  
P.O. BOX 3717  
PENSACOLA, FL 32516

Project Name: CR297-A (PINE FOREST ROAD TO SANDICREST) AND PINE CONE WIDENING AND DRAINAGE IMPROVEMENTS

Under our AGREEMENT dated 11/17/2011

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

**Additive Change Order in the amount of \$5,449.00 to Panhandle Grading and Paving for changes made in the field associated with the ECUA relocations. The time of completion remains the same.**

*CIP: CR297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements*

FOR THE Additive (Deductive) Sum of: Five Thousand four Hundred Forty-Nine Dollars and No Cents. \$5,449.00

Original Agreement Amount	\$	\$	2,234,240.50
Sum of Previous Changes	\$	\$	141,375.00
This Change Order Add/(Subtrac	\$	\$	5,449.00
Present Agreement Amount	\$	\$	2,381,064.50

The time for completion shall increase by calendar days due to this change order. Accordingly, the Contract Time is *three hundred thirty (330)* calendar days. The final completion date is December 4, 2012.

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement as indicated above, as fully as if the same were repeated in acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all all claims arising out of or related to the change set forth herein, including claims for impact and delays costs.

The Contract Administration has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Date Accepted: 6/27/12 2012

By: [Signature]

By: \_\_\_\_\_  
Engineering Department

By: \_\_\_\_\_  
Owner, Escambia County, Florida

**BOARD OF COUNTY COMMISSIONERS**

ESCAMBIA COUNTY FLORIDA  
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101  
 PO BOX 1591  
 PENSACOLA, FL 32591-1591  
 (850) 595-4980

**PURCHASE ORDER NO. 120779-3**

**CHANGE DATE: 08/20/12**

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CLERK OF THE COURT & COMPTROLLER  
 HON. ERNIE LEE MAGAHA  
 221 PALAFOX PLACE, SUITE 140  
 PENSACOLA, FL 32502-5843  
 (850) 595-4841

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 PANHANDLE GRADING & PAVING INC  
 P O BOX 3717  
 PENSACOLA FL 32516

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ENGINEERING  
 ENGINEERING DEPARTMENT  
 3363 WEST PARK PLACE  
 PENSACOLA FL 32505  
 ATTN: ROBIN LAMBERT

ORDER DATE: 11/18/11 BUYER: ROBERT DENNIS REQ. NO.: 12000860 REQ. DATE: 11/18/11

TERMS: NET 30 DAYS F.O.B.: DESC.: CHANGE ORDER - 3

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	ADDITIVE CHANGE ORDER NO. 3 IN THE AMOUNT OF \$21,493.11 (OF WHICH \$3,014.82) WILL BE REIMBURSIBLE FROM ECUA) FOR CHANGE S MADE AS RESULT OF UNFORESEEN CIRCUMSTANCES ENCOUNTERED DURING CONSTRUCTION. (SEE ATTACHED ADDITIONAL INFORMATION.) CIP: CR297-A (PINE FOREST ROAD TO SANDICREST AND PINE CONE WIDENING AND DRAINAGE IMPROVEMENT	21493.1100	21,493.11
			INDEFINITE QUANTITY, INDEFINITE DELIVERY CONTRACT PD 10-11.078, CR297-A (PINE FOREST ROAD TO SANDICREST) AND PINE CONE WIDENING AND DRAINAGE IMPROVEMENTS. BCC APPROVAL 11/17/2011		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	21,493.11
01	210107 56301	21,493.11	08EN0105	<b>TOTAL \$</b>	<b>21,493.11</b>

**APPROVED BY** 

# GENERAL TERMS AND CONDITIONS

**1. ENTIRE AGREEMENT** - The terms, specifications and drawings included in the order form and schedule constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless made in writing by a duly authorized representative of the buyer and confirmed by such a representative of the contractor. This agreement shall be interpreted in accordance with the laws of the state of Florida.

**2. DELIVERIES - INSPECTION AND ACCEPTANCE** - Delivery, inspection and acceptance shall be at destination unless otherwise provided. Initial delivery and acceptance and any rejections shall be made on the Contractor's premises as to finished goods of the County. Notwithstanding the above, for any County inspections and tests contained in specifications applicable to the contract, the Contractor shall have specialized inspections or tests are specified for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the quality and services provided under the contract conform to the drawings, specifications and contract requirements used herein, including if applicable, the technical requirements for the manufacturer's lot number specified herein.

**3. DELIVERY OF EXCESS QUANTITIES OF \$100 OR LESS** - The Contractor is responsible for the delivery of each item quantity with allowable variations of +/- 5%. If the Contractor delivers an item the County receives quantities of any item in excess of the quantity called for (after considering any allowable variations in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to \$100 in value without compensation and the interests therein. Quantities in excess of \$100 will at the option of the County either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.

**4. DELIVERIES** - In the event of failure to deliver material of the quality or within the time specified, the County may cancel order and buy elsewhere. Failure of the County to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.

**5. DELIVERY TICKETS** - All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information:

1. Name of supplier
2. Purchase Order
3. Date of call
4. Call number
5. Itemized list of supplies or services furnished
6. Quantity, unit price and extension of each item less applicable discount (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is formatted to show this information) and
7. Date of delivery or shipment

Upon delivery, the receiving officer will retain one copy of the related delivery ticket and will send the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.

**6. INSPECTION, ACCEPTANCE AND TITLE** - Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County. The contract supplier shall be responsible for filing, proceeding and collecting all damaged claims. However, to assist him in the expeditious handling of damaged claims, the County will:

1. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading
2. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise
3. Retain the item and its shipping container, including inner packing material until instructions performed by the carrier, and disposition given by the contract supplier
4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report

**7. GOVERNMENT REGULATIONS** - Contractor warrants that all applicable laws and regulations of governmental authority, covering the production, sale and delivery of materials specified herein, have been complied with and shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.

**8. TAXES** - Counties are exempt from Federal Taxes on transportation charges and Any Federal Excise Tax. If you prepay transportation charges do not pay tax as the County will not reimburse you for the taxes paid. Counties are exempt from State Sales Tax.

**9. WARRANTIES** - In addition to a warranty established by statute or common law or both, wherever applicable, Contractor expressly warrants that all material or services covered herein shall conform to specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified herein. Merchandise of good materials and workmanship and free from all patent and latent defects. The County's failure to exercise this right of warranty, shall not discharge that Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials which may become apparent within twelve months of receipt by County unless otherwise specified.

**10. PATENTS** - Contractor shall protect and indemnify County against all claims, judgments or expenses arising from infringement or alleged infringement of any of the patents owned by any of the parties hereto. Contractor shall defend and hold the County harmless for any proceeding brought against the County for such infringement or alleged infringement, including the payment of all court costs and attorney's fees and all other costs, and shall indemnify the County for the defense of such proceedings.

**11. INSTALLATION** - With this order is provided the service of Contractor's selected employees, including the premises of the County or employees of the County, and shall be held responsible for the safety of the County. Such personnel shall be subject to County's rules and regulations. Contractor shall be responsible for their acts and omissions and agrees to save the County harmless from and against their liability in the event of negligence, willful acts and other tortious acts and omissions of the employees of the Contractor. Contractor shall be held responsible for the safety of the County's employees and shall indemnify the County for the defense of such proceedings. Contractor shall be held responsible for the safety of the County's employees and shall indemnify the County for the defense of such proceedings.

**12. NON-DISCLOSURE** - Contractor shall not disclose to any third party any information, data, or documents received by it in connection with this contract, which information, data, or documents are confidential or proprietary in nature, and which information, data, or documents are not in the public domain. This obligation shall survive the termination or expiration of this contract.

**13. CONDITION FOR ASSIGNMENT** - The County's purchase order and terms of the agreement shall constitute the entire agreement between the parties. The County's purchase order and terms of the agreement shall constitute the entire agreement between the parties.

**14. CHANGES** - The County reserves the right to make changes to the specifications, drawings, and quantities of the materials and services ordered. The Contractor shall be responsible for obtaining the necessary permits and approvals for any changes to the specifications, drawings, and quantities of the materials and services ordered. The Contractor shall be responsible for obtaining the necessary permits and approvals for any changes to the specifications, drawings, and quantities of the materials and services ordered.

**15. FORCE MAJEURE** - In the event of a force majeure event, the Contractor shall be excused from performance of its obligations under this contract for a period of time as determined by the County. The Contractor shall be responsible for obtaining the necessary permits and approvals for any changes to the specifications, drawings, and quantities of the materials and services ordered.

**16. INVOICING AND PAYMENT** - The Contractor shall invoice the County for the materials and services provided under this contract. The County shall pay the Contractor within the time specified in the County's purchase order and terms of the agreement. The Contractor shall be responsible for obtaining the necessary permits and approvals for any changes to the specifications, drawings, and quantities of the materials and services ordered.

**INTEREST PENALTY** - Payment of this invoice shall be made in accordance with Section 196.041, Florida Statutes, which states that the contractor shall be held responsible for any interest penalty assessed against the contractor for late payment.

**17. DISCOUNTS** - On any invoice, there will be provided from date of delivery of the materials and services ordered, unless otherwise provided, whichever is the later date.

**18. PROTEST** - Any protest by a bidder/proposer must be filed with the purchasing department by the deadline. Purchasing Manager. If the bidder/proposer is not notified within the time specified by the Purchasing Manager, he may then file a protest through the Office of the Auditor General with the Board of County Commissioners for further review. The decision of the Auditor General is final.

**19. CONVICT LABOR** - In compliance with the performance of work under this contract, the Contractor shall not employ or contract with persons who are under a conviction or sentence of a court of law, as of 10/28/2018, September 10, 2015 (CR 15-0110) or Florida Judicial Order 17258, as amended on 10/28/2018.

**20. COVENANT AGAINST CONTINGENT FEES** - The terms of the warrants that no person shall employ or be employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employment in a fee established commercial or banking agency, maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or, in its discretion, to deduct from the contract price the amount of any commission or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**21. CONTINGENCIES** - Neither party shall be liable for delays or defaults due to acts of God, governmental authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, or other contingencies reasonably beyond its control. The party so affected upon proper written notice to the other party shall be excused from making or taking deliveries. In the event of such prevention or restriction, at County's option, deliveries so delayed shall be made on a later date than to the vendor, upon consideration of such contingency even though such might have been operative at the date of the order.

**22. GRATUITIES** - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if a default after notice and hearing by the Board of County Commissioners duly authorized representative, the gratuities (in form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or recurring favorable treatment with respect to that performing of such contract provides, that the evidence of the facts upon which the Board of County Commissioners or their duly authorized representative, make such findings, shall be in issue and may be reviewed in any competent court (b) in the event this contract is terminated as provided in paragraph (a) hereof the County shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount as determined by the Board of County Commissioners or their duly authorized representative, which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the County provided in the clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under contract.

**23. TERMINATION FOR DEFAULT** - The Purchasing Manager by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any provisions hereof, in such event the Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services, provided that (a) it is determined for any reason that the Contractor was not in default or (e) the Contractor's failure to perform is without his and his subcontractors' consent or negligence, the termination shall be deemed to be a termination for convenience under paragraph 24. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.

**24. TERMINATIONS FOR CONVENIENCE** - The Purchasing Manager by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the County. If this contract is terminated, the Contractor shall be compensated for goods delivered up to the date of the termination at the discretion of the County. To the extent that this contract is for services, and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

**25. ASSIGNMENT OF CLAIMS** - Claims for merchandise made become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (15 U.S.C. 1617). However, payments to an assignee of claims under this contract shall not be enforceable in said act, as amended, be substituted for that of the assignor (see Clause 10).

**26. EXTENT OF OBLIGATION** - The County is obligated under a typical Purchase Order and to the extent that authorized calls actually placed against the agreement.

**27. PRICING** - The Prices to the County for all purchases made under this agreement shall be no lower than those charged the supplier's best favored customer in addition to any discount.

## NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

The performance of this contract by the contractor shall be in accordance with the following:

1. The contractor shall not discriminate against any employee or applicant for employment on the basis of race, sex, religion, or national origin. The contractor shall not discriminate on the basis of race, sex, religion, or national origin in the selection, advancement, or discharge of employees, or in the compensation, terms, conditions, or privileges of employment. The contractor shall not discriminate on the basis of race, sex, religion, or national origin in the hiring, promotion, or discharge of employees, or in the compensation, terms, conditions, or privileges of employment. The contractor shall not discriminate on the basis of race, sex, religion, or national origin in the hiring, promotion, or discharge of employees, or in the compensation, terms, conditions, or privileges of employment.
2. The contractor shall not discriminate against any employee or applicant for employment on the basis of race, sex, religion, or national origin. The contractor shall not discriminate on the basis of race, sex, religion, or national origin in the selection, advancement, or discharge of employees, or in the compensation, terms, conditions, or privileges of employment. The contractor shall not discriminate on the basis of race, sex, religion, or national origin in the hiring, promotion, or discharge of employees, or in the compensation, terms, conditions, or privileges of employment.
3. The contractor shall not discriminate against any employee or applicant for employment on the basis of race, sex, religion, or national origin. The contractor shall not discriminate on the basis of race, sex, religion, or national origin in the selection, advancement, or discharge of employees, or in the compensation, terms, conditions, or privileges of employment. The contractor shall not discriminate on the basis of race, sex, religion, or national origin in the hiring, promotion, or discharge of employees, or in the compensation, terms, conditions, or privileges of employment.
4. The contractor shall not discriminate against any employee or applicant for employment on the basis of race, sex, religion, or national origin. The contractor shall not discriminate on the basis of race, sex, religion, or national origin in the selection, advancement, or discharge of employees, or in the compensation, terms, conditions, or privileges of employment. The contractor shall not discriminate on the basis of race, sex, religion, or national origin in the hiring, promotion, or discharge of employees, or in the compensation, terms, conditions, or privileges of employment.
5. The contractor shall not discriminate against any employee or applicant for employment on the basis of race, sex, religion, or national origin. The contractor shall not discriminate on the basis of race, sex, religion, or national origin in the selection, advancement, or discharge of employees, or in the compensation, terms, conditions, or privileges of employment. The contractor shall not discriminate on the basis of race, sex, religion, or national origin in the hiring, promotion, or discharge of employees, or in the compensation, terms, conditions, or privileges of employment.
6. The contractor shall not discriminate against any employee or applicant for employment on the basis of race, sex, religion, or national origin. The contractor shall not discriminate on the basis of race, sex, religion, or national origin in the selection, advancement, or discharge of employees, or in the compensation, terms, conditions, or privileges of employment. The contractor shall not discriminate on the basis of race, sex, religion, or national origin in the hiring, promotion, or discharge of employees, or in the compensation, terms, conditions, or privileges of employment.
7. The contractor shall not discriminate against any employee or applicant for employment on the basis of race, sex, religion, or national origin. The contractor shall not discriminate on the basis of race, sex, religion, or national origin in the selection, advancement, or discharge of employees, or in the compensation, terms, conditions, or privileges of employment. The contractor shall not discriminate on the basis of race, sex, religion, or national origin in the hiring, promotion, or discharge of employees, or in the compensation, terms, conditions, or privileges of employment.

BD

### CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT



Vendor Code: 160114	Vendor Name: PANHANDLE GRADING AND PAVING, INC
Project Number: 08EN0105	P.O. Number: 120779 C.O. Number: 3
Department: PUBLIC WORKS/ENGINEERING	P.D. Number: 10.11.078 Date: 08/08/12

Notes for Modifying the Scope of Award:

Additive Change Order No. 3 in the amount of \$21,493.11 ( of which \$3,014.82) will be reimbursable from ECUA) for changes made as a result of unforeseen circumstances encountered during construction. (See attached additional information.) CIP: CR297-A (Pine Forest Road To Sandicrest and Pine Cone Widening and Drainage Improvement

To Modify Existing Purchase Order:

Adding Dollars to Line Item No: 1	Quantity Adjustment:	Amount: \$21,493.11
Deleting Dollars from Line Item No:	Adjustment:	Amount:

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ)	
Enc. Carried Forward/PO Total Dollars:	\$2,381,064.50
Net Dollars added or subtracted:	\$21,493.11
New Purchase Order Total Dollars:	\$2,402,557.61
Previous Contract Total Dollars:	\$2,381,064.50
Net Dollars added or subtracted:	\$21,493.11
New Contract Total Dollars:	\$2,402,557.61

RECEIVED  
12 AUG 20 PM 2:14  
PURCHASING DEPARTMENT  
Escambia County  
JK

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210107	56301	08EN0105	\$21,493.11	\$2,404,557.61

- Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.
- Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: [Signature]

Contract Administrator's Certification & Approval: [Signature]

Office of Purchasing Review Agent: [Signature]

Department Director: [Signature]

County Administrator's Approval: [Signature]

Date: 8-8-12

Date: 8/9/12

Date:

Date: 8/14/12

Date: 8-20-12

NACN

CONSTRUCTION CHANGE ORDER

Change Order Number: 3

Contract Number: PD 10-11.078

To: PANHANDLE GRADING & PAVING, INC.  
P.O. BOX 3717  
PENSACOLA, FL 32516

Date: July 31, 2012

PROJECT NAME: CR 297-A and Pine Cone Drive Widening and Drainage Improvements:

Under our Agreement dated November 17, 2011, you hereby are authorized and directed to make the following change(s) in accordance with the terms and conditions of the Agreement:

*This change order request is for the above-mentioned project associated with additive line items as a result of overruns in the field in order to construct improvements as designed, field changes directed by Escambia County Personnel, and deductions of line items not used to construct improvements. All changes are reflected in Attachment "A".*

For the Additive (Deductive) Sum of:	Dollars	Calendar Days
Original Agreement Amount	\$ 2,234,240.50	
Sum of Previous Changes	\$ 146,824.00	
<i>This Change Order – Add</i>	<u>\$ 21,493.11</u>	0
Present Agreement Amount	<u>\$ 2,381,064.50</u>	

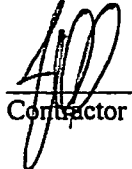
The contract substantial completion date will be increased by -0- calendar days due to this Change Order. The new contract substantial completion date is November 4, 2012. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds has been adjusted to 100% of the contract amount.

Date Accepted: July 31, 2012

By:   
Contractor

By: \_\_\_\_\_  
Engineer/Escambia County FL

By: \_\_\_\_\_  
Owner/Escambia County FL

**Additive / Deductive Change Order # 3 CR 297-A & Pine Cone**

Item	Description	Quantity	Units	Unit Price	Extension	Description
1	Implement Maintenance of Traffic	1	LS	\$7,200.00	\$7,200.00	Additional MDT
2	Clearing and Grubbing	1	LS	\$4,000.00	\$4,000.00	Intersection required more demolition over original scope of work Heather Drive 8' x 24' - 21 SY, Plymouth 16'x22' - 39 SY, Corral Drive 50' x 15' - 83 SY Intersection
6	Earthwork, Cut	1	LS	\$4,400.00	\$4,400.00	888 sy reconfigure berm north of Creekwood Dr.
7	Earthwork Fill	1	LS	\$2,309.60	\$2,309.60	Gas Easement 36 CY, Heather 18 CY, Gulf Power Easement 18 CY
12	Lateral Roadway Patch	1	LS	\$2,400.00	\$2,400.00	Additional @ Plymouth 39 SY, Heather 21 SY,
14	Mill Existing Asphalt	-3,202	SY	\$0.90	-\$2,881.80	Deduct SY of Milling Bid Items is over Based on 10,223' x 20' & 3,060' x 22'
15	2" FDOT Type SP 12.5 Asphalt	-7,300	SY	\$6.94	-\$50,662.00	Deduct SY of Bid Overage
16	1/2" FDOT ARMI Crack Relief	-2,401	SY	\$3.07	-\$7,371.07	Deduct SY of Bid Overage Based on 10,223' + 3,060' x 27'
17	5" Type B-12.5 Base Course (Widening & Taper Construction)	-621	SY	\$13.75	-\$8,538.75	Deduct SY of 5" B-12.5 Bid Overage Based on 10,223' x 14' & 3,060' x 14'
19	12" Stabilized Subgrade	-621	SY	\$0.75	-\$465.75	Deduct SY of Bid Overage
21	2" SP 12.5 Asphalt Driveways	1,644	SY	\$9.00	\$14,796.00	Bid 2,230 SY actual 3,722 SY - 1,492 SY, Gulf Power Easement 32'x24' - 85 SY, Church Drive 20'x30' - 67 SY
22	6" Thick Concrete Driveway	-884.3	SY	\$31.00	-\$27,413.30	Deduct 6" Concrete Drives Not Invoiced to be changed to 4" Concrete Drives
24	4" Sand/Clay or Limestone Base (Driveway Construction)	2,011	SY	\$3.50	\$7,038.50	Bid 3,475 SY actual 5,243 SY - 1,768 SY, Gas Easement 91 SY, Gulf Power Easement 85 SY, Church 67 SY
25	Concrete Ditch (4" Thick)	90	LF	\$21.93	\$1,973.70	Additional Concrete Ditch Paving @ southeast corner of Pine Cone and 297-A & Eliminate Drive @ Sta. 530+95 L
26	6" Stabilized Subgrade for Driveways, Concrete Ditch & Misc. Concrete Construction	623	SY	\$0.75	\$467.25	Additional Stabilized subgrade Driveways Conc. Ditch 4,405 LF x 5' = 2,447 SY Bid Quantity 7,205 SY - 2,447 SY = 4,758 SY - Asphalt Drives 3,722 SY = 1,036 SY - Conc. Drives 1,521 SY = -485 SY + 91 SY @ Gas Easement & Drives Constructed past R/W = 623 SY
30	FDOT Index 400 - W Channel Rail and Timber Post System (complete)	125	LF	\$51.45	\$6,431.25	Southwest corner of Hwy. 97 & 297-A Sta. 230+70 - 231+95 (Remove existing Guardrail)
31	18" RCP Pipe	297	LF	\$28.00	\$8,316.00	Overruns 85' & Plymouth 54', Trucking Comp. 144', Pine Cone Crossing 2', and Pipe Added @ Eight Mile Creek Road Crossing 12 LF
32	18" Corrugated PVC Pipe	29	LF	\$19.60	\$568.40	Gulf Power Easement Sta. 292+50 L 60', Gas Easement Sta. 273+00 L&R 46', Church @ Sta. 201+75 R 30', Trucking Comp. Owner's Residents Sta. 514+40 R 31', 6' @ Sta. 50S+00 R Existing Pipe Tie In. Deduct 144' @ Trucking Comp.

33	24" RCP		6	LF	\$42.00	\$252.00	Overruns 6'
34	24" Corrugated PVC Pipe		9	LF	\$29.60	\$266.40	Overruns 9'
35	30" RCP Pipe		149	LF	\$53.00	\$7,897.00	Bid Quantity 149 LF Under
36	30" Corrugated PVC Pipe		-149	LF	\$41.80	-\$6,228.20	Bid Quantity 149 LF Over
38	1" Asphalt Leveling Course		-3202	SY	\$3.08	-\$9,862.16	Deduct SY of Leveling Bid Items is over Based on 10,223' x 20' & 3,060' x 22' Plymouth 2 ea. RCP MES, Gas Easement Sta. 273+00 L&R CMP MES 4 ea., Church @ Sta. 201+75 R 2 ea. CMP MES, Overrun 4 ea., Sta. 502+00 R 1 ea.,
41	18" Mitered End Section (Single Pipe)		13	EA	\$430.00	\$5,590.00	
42	24" Mitered End Section (Single Pipe)		-2	EA	\$390.00	-\$780.00	Eliminate Drive @ Sta. 530+95 L and 2 ea. 24" CMP MES (Deduct Installation Cost Materials Have Been Invoiced Under Stored Materials)
51	36" Straight Headwall (Single)		-1	EA	\$3,900.00	-\$3,900.00	Deduct Replaced with 36" MES
54	36" Collar / Grout Connection to Existing Pipe		1	EA	\$425.00	\$425.00	Concrete Collar @ 36" RCP MES being substituted for 36" Headwall
79	6"x4" Tapping Sleeve and Valve		-1	EA	\$1,627.00	-\$1,627.00	Deduct 1 ea. From original contract and 1 ea. From Change Order # 2
102	18" Nyoplast In-Line Drain Basin w/18" Cast Iron Grate		-2	EA	\$2,000.00	-\$4,000.00	Not Used
103	24" Nyoplast In-Line Drain Basin w/18" Cast Iron Grate		-1	EA	\$2,100.00	-\$2,100.00	Not Used
C.O. 1	25' of 24" PVC Pipe						25 LF of 24" PVC Pipe (Deduct Installation Cost Materials Have Been Invoiced Under Stored Materials. Eliminate Drive @ Sta. 530+95 L and 2 ea. 24" CMP MES
C.O. 2	36" RCP Mitered End Section (Single)		-25	LF	\$7.27	-\$181.75	Nine Mile & Pine Cone (MES Cost \$900.00)
C.O. 3	Remove 18" CMP MES (Not Poured) @ Gulf Power Easement Sta. 292+50 L		1	EA	\$2,500.00	\$2,500.00	Gulf Power Easement Sta. 292+50 L
C.O. 4	Increase Line Item 18 by \$5.85 a SY to provide for 5" Type B-12.5 Base Course In lue of 9" Graded Aggregate Base		2,235	SY	\$5.85	\$13,074.75	Turn Lane Construction Sta. 250+71 - 253+30, Sta. 500+88 - 510+52
C.O. 5	24" RCP Remove & Relocate		40	LF	\$32.00	\$1,280.00	Camaro Sta. 250+25 R
C.O. 6	Remove 18" RCP		114	LF	\$7.00	\$798.00	Heather Sta. 282+25 L 59' (Pipe Will Be Used @ Plymouth), Plymouth 55' Unknown Existing Pipe,



C.O. 7	18" Concrete Collar / Grout Connection to Existing Pipe	3	EA	\$250.00	\$750.00	2 ea. @ Sta. 505+00 R Tie to Existing Pipe, and 1 ea. @ Trucking Comp. 18" PVC change to 18" RCP
C.O. 8	Concrete Energy Dissipaters (12"x4"x6") 10' on centers. To include additional Conc. Ditch Quantities	12	EA	\$20.00	\$240.00	Southeast corner of Pine Cone & 297-A Plan Revision Due To In Antiquate R/W
C.O. 9	# 6 Stone for Inlet & Pipe Bedding	29.2	Tons	\$30.25	\$883.30	29.2 Tons Delivered to Project for Bedding at Inlets Due to Wet Conditions 17.1 tons on 5/4/12 - 12.1 tons on 5/8/12
C.O. 10	4" Thick Concrete Driveways	1,298.30	SY	\$26.50	\$34,404.95	Bid 1,245 actual 1521 SY - 276 SY, Gas Easement 32'x12' w/wings x 2 - 91 SY Drives constructed past the R/W 22.22 SY, 16.67 SY, 3.33 SY, 3.33 SY, 1.67 SY
C.O. 11	5" Type B-12.5 Base Course (Widening & Taper Construction)	-621	SY	\$5.85	-\$3,632.85	Deduct SY of Bid Coverage
C.O. 12	Bituminous Material Price Adjustment Feb. - June	1	LS	\$13,271.01	\$13,271.01	
C.O. 13	Additional Layout	1	LS	\$3,500.00	\$3,500.00	Various work performed above original contract.
C.O. 14	2" Water Main and Long Service @ Sandicrest	1	LS	\$6,029.63	\$6,029.63	2" Water main 275 LF, Cut in 2" wheel valve, connect to existing 2" Watermain, and 1 ea. Long service.
				<b>Sub-Total</b>	<b>\$21,493.11</b>	

Attachment "A"

*Calabrese*  
*verified*  
*8.7.12*  
*D. J. [Signature]*

# CONSTRUCTION CHANGE ORDER REQUEST FORM



Change Order # 3 Contract No. PD: 10.11.078

To: PANHANDLE GRADING AND PAVING, INC. Date: August 9, 2012  
P.O. BOX 3717  
PENSACOLA, FL 32516

Project Name: CR297-A (PINE FOREST ROAD TO SANDICREST) AND PINE CONE WIDENING AND DRAINAGE IMPROVEMENTS

Under our AGREEMENT dated 11/17/2011

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

**Additive Change Order No.3 in the amount of \$21,493.11 (of which \$3,014.82) will be reimbursable from ECUA) for changes made as a result of unforeseen circumstances encountered during construction. (See attached for additional information.)**

*CIP: CR297-A (Pine Forest Road to Sandicrest) and Pine Cone Widening and Drainage Improvements*

FOR THE Additive (Deductive) Sum of: **Twenty One Thousand Four Hundred Ninety-Three Dollars and Eleven Cents. \$21,493.11**

Original Agreement Amount \$	\$	2,234,240.50
Sum of Previous Changes \$	\$	146,824.00
This Change Order Add/(Sub \$	\$	21,493.11
Present Agreement Amount \$	\$	2,402,557.61

The time for completion shall increase by calendar days due to this change order. Accordingly, the Contract Time is *three hundred thirty (330)* calendar days. The final completion date is December 4, 2012.

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement as indicated above, as fully as if the same were repeated in acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all all claims arising out of or related to the change set forth herein, including claims for impact and delays costs.

The Contract Administration has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Date Accepted: \_\_\_\_\_ 2012

By: [Signature] Contractor By: \_\_\_\_\_ Engineering Department

By: [Signature] Owner/Escambia County, Florida



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

**AI-3120**

**County Administrator's Report 9. 12.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/06/2012

**Issue:** Ninth Amendment to Veterans and Dependent Counseling and Assistance Services Agreement

**From:** Marilyn D. Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Ninth Amendment to Veterans and Dependent Counseling and Assistance Services Agreement - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Ninth Amendment to Veterans and Dependent Counseling and Assistance Services Agreement between Escambia County and Disabled American Veterans Department of Florida, Inc. (DAV), extending Contract provisions for the period of October 1, 2012, through September 30, 2013, in the amount of \$15,000.

[Funding Source: Fund 001, General Fund, Cost Center 320202, Public Social Services - \$15,000]

**BACKGROUND:**

The Disabled American Veterans Agreement with the Board provides for the services of a certified veterans counselor to assist veterans and their dependents. The obligation of the County to provide this service is limited to twenty (20) hours per week. The limited service was established from Board action to privatize veterans services in Escambia County. The DAV officer under contract for Escambia County is co-located at the Joint Ambulatory Care Center (JACC) on Veterans Way in Pensacola.

**BUDGETARY IMPACT:**

Funding for the Agreement is budgeted for FY 2013 and available in Fund 001 General Fund, Cost Center 320202 Public Social Services.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney Office prepared the Amendment and approved as to form and legal sufficiency.

**PERSONNEL:**

Staffing for this service is provided by the DAV per the terms of the Agreement.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires approval of all such contracts and amendments.

**IMPLEMENTATION/COORDINATION:**

The Department of Community Affairs will continue to coordinate with the DAV on matters concerning this Agreement.

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**Attachments**

9th Amendment to DAV Agreement

**NINTH AMENDMENT TO VETERANS AND DEPENDENT COUNSELING AND ASSISTANCE SERVICES AGREEMENT BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND DISABLED AMERICAN VETERANS DEPARTMENT OF FLORIDA INCORPORATED (D.A.V.)**

**THIS IS THE NINTH AMENDMENT** to the Agreement by and between Disabled American Veterans Department of Florida, Incorporated (D.A.V.), a non-profit corporation authorized to do business in the State of Florida with an administrative address at 2015 SW 75<sup>th</sup> Street, Gainesville, Florida 32607, and federal tax identification number of 59-0915376 (hereinafter referred to as the "Provider") and Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County").

**WHEREAS**, the Provider and County mutually recognize the need for veterans and dependent benefit counseling and assistance services in Escambia County, and

**WHEREAS**, on or about October 7, 1991, the Provider and County previously entered into an Agreement providing such veterans and dependent counseling and assistance services to eligible recipients in Escambia County, and

**WHEREAS**, both the Provider and County now agree that continuing such services is mutually beneficial to both Parties and that as a result, the Parties' Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the Provider and the County agree to amend the Agreement referenced herein as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That ARTICLE 6 is hereby amended, and the term of the Agreement shall be extended as provided herein. The Agreement shall be considered as effective beginning October 1, 2012, and shall run through September 30, 2013, with any subsequent renewal subject to approval by both Parties.
3. That the Parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of the Ninth Amendment shall remain in full force and effect.
4. That the effective date of this Ninth Amendment shall be on the last date executed by the Parties hereto.

5. That this Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to the matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

**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 its duly authorized Chairman, authorized to execute same by Board action on the \_\_\_ day of \_\_\_\_\_, 2012, and the Disabled American Veterans Department of Florida, Incorporated, through its duly authorized President.

This document approved as to form and legal sufficiency.

By: *Justin Huel*  
Title: ACM  
Date: 8/2/12

**COUNTY:**  
**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

\_\_\_\_\_  
Wilson B. Robertson, Chairman

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

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

(Seal)

**PROVIDER:**  
**DISABLED AMERICAN VETERANS DEPARTMENT OF FLORIDA, INCORPORATED**, a non-profit corporation authorized to do business in the State of Florida

ATTEST: \_\_\_\_\_  
Secretary

*Albert H. Linder*  
President



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

**AI-3140**

**County Administrator's Report 9. 13.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/06/2012

**Issue:** Recommendation Concerning Reed Maintenance Services, Inc.

**From:** Patrick T. Johnson

**Organization:** Solid Waste

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Reed Maintenance Services, Inc. - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning Reed Maintenance Services, Inc.:

- A. Approve the Certificate of Need permitting Reed Maintenance Services, Inc., to operate in Escambia County;
- B. Approve the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste with Reed Maintenance Services, Inc.;
- C. Authorize the Chairman to execute the Certificate of Need; and
- D. Authorize the County Administrator to execute the Franchise Agreement.

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

**BACKGROUND:**

An application for a Certificate of Need was submitted to the Solid Waste Management Department by Reed Maintenance Services, Inc., to operate in Escambia County. This company anticipates servicing Escambia County by providing collection and transportation of solid waste directly from commercial sites to the County's landfill. The company is also requesting to enter into a Non-Exclusive Long Term Franchise Agreement with the County as well.

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:**

A Solid Waste Management Permit Application Fee of \$150.00 has been deposited into Fund 401, Solid Waste Fund, Account Number 343402.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office has approved the Certificate of Need and the Non-Exclusive Long Term Franchise Agreement for legal sufficiency. The Board of County Commissioners approved the Non-Exclusive Long Term Franchise Agreement form at the 09/01/11 Board of County Commissioners meeting.

**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, originals of the Certificate of Need and Non-Exclusive Long Term Franchise Agreement 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.

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**Attachments**

Reed Maintenance CON

Letter of Request

Application for CON

Franchise Agreement

Mins 09012011 Brd Approval of FA form



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 Reed Maintenance Services, Inc.

owned or operated by Reed Maintenance Services, Inc.

(Name of Company)

at 4704 Union Grove Road, Union Grove, AL 35175, 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

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

Deputy Clerk

BCC APPROVED: \_\_\_\_\_

This document approved as to form  
and legal sufficiency.

By: [Signature]

Title: [Signature]

Date: 8/29/12

Certificate expires:

Indefinite\*, 20

\*Indefinite unless there is a change in name, address, or ownership.

**This is not a Permit to Operate This Service**



To whom it may concern:

Reed Maintenance Services Incorporated would like to request a Certificate of Need and a Solid Waste Management Permit for Escambia County. Reed Maintenance is seeking to perform solid waste hauling to include commercial solid wastes. The area and facility to be served is the International Paper Cantonment mill. Reed Maintenance's Federal Identification number is 94-3419513.

Respectfully,

A handwritten signature in blue ink, appearing to be "Michael Reed", written over a faint, illegible printed name.

received  
8.7.12  
dm

# 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: 8/1/12

(Name of Business) REED MAINTENANCE SERVICES, INC. applies for

a Certificate of Need to operate SOLID WASTE HAULING (NON-RESIDENTIAL), under the  
(Type of Service)

Name of REED MAINTENANCE SERVICES, INC.

Owned or operated by REED MAINTENANCE SERVICES, INC.  
(Individual/Corporation/Partnership)

at CANTONMENT FL  
(Location of Operation)

Fiscal Year End DEC. 31

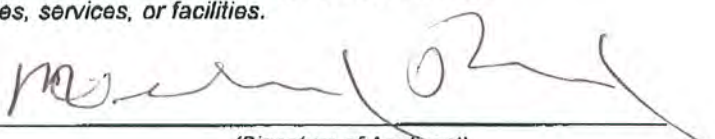
Federal Identification Number 94-3419513

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.  A statement of funding sources.
- 3.  A statement of financial resources of the applicant.
- 4.  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)

**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     th day of September, 2012, between Escambia County (County) and Reed Maintenance Services, Inc. ("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 September 1, 2011, 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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  - M. Contract Administrator
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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 Reed Maintenance Services, Inc. and its successors and assigns.
- M. Contract Administrator** shall mean County Administrator or his or her 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, except 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 execution of this agreement by Contract Administrator, 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 hlm at [ptjohnson@myescambia.com](mailto:ptjohnson@myescambia.com)**

### **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 execution of the agreement by Contract Administrator, 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 Solid 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 Reed Maintenance Services, Inc.  
 (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:

Reed Maintenance Services, Inc.  
 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 within 120 days of demand by Contract Administrator 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, 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 sixty (60) days 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.

CONTRACTOR

Escambia County Board of County Commissioners

BY: *Ike Moore*  
As the Duty Authorized Representative of Contractor

BY: \_\_\_\_\_  
Charles R. "Randy" Oliver,  
County Administrator

Ike Moore  
(Print or Type Name)

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

Title Director

Witness \_\_\_\_\_

Date: August 22, 2012

Witness \_\_\_\_\_

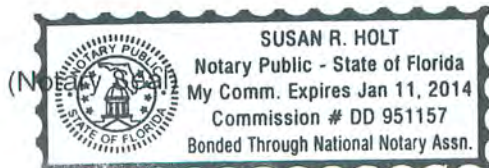
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

On this 22nd day of August, 2012, personally appeared before me, Paul E. Moore 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.

*Susan R. Holt*  
Notary Public Signature

JAN 11, 2014  
Commission Expires



This document approved as to form and legal sufficiency.  
By: *Hubert [Signature]*  
Title: DEPT. CITY ATTY  
Date: 8-30-11

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

7. Taking 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 (Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436, and Fund 124/Affordable Housing, Cost Center 220442):

A. Approving Amendment #1 to the Interlocal Agreement for CDBG Disaster Grant (2008 Storms) with Emerald Coast Utilities Authority 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. Authorizing the Chairman or Vice Chairman to execute the Amendment and all related documents as required to implement the Project.

8. Taking 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 (Fund 401, Solid Waste, Account No. 343402):

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

B. Authorizing the Chairman to sign the Certificate.

9. Taking the following action concerning the *Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste* (Fund 103, Account 323701 [Franchise Fees – Commercial Garbage]):

A. Approving (*the form of*) the *Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste*;

(Continued on Page 28)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

9. Continued...

B. Approving the collection of Franchise Fees from Emerald Coast Utilities Authority (ECUA) for the collection of solid waste on Santa Rosa Island, pursuant to Paragraph 8 of the Transfer Agreement of 1992 between Escambia County and ECUA; and

C. Authorizing the County Administrator to sign the *Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste* with current Board-approved Commercial Solid Waste haulers collecting commercial solid waste in the unincorporated areas of Escambia County, in accordance with the terms of this Agreement.

10. See Page 29.

11. See Page 30.

12. See Page 31.

13. See Page 32.

14. Taking the following action regarding an amended Interlocal Agreement with the Town of Century (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):

A. Approving 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. Authorizing the Chairman to sign the amended Interlocal Agreement.



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

**AI-3147**

**County Administrator's Report 9. 14.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/06/2012

**Issue:** Resolution Supporting the Solid Waste Annual Dump Dash 5K and Trash-A-Thon

**From:** Patrick T. Johnson

**Organization:** Solid Waste

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning a Resolution Supporting the Solid Waste Annual Dump Dash 5K and Trash-A-Thon Fundraiser Event - Patrick T. Johnson, Solid Waste Management Director

That the Board take the following action concerning the Solid Waste Annual Dump Dash 5K and Trash-A-Thon:

A. Adopt the Resolution supporting the Solid Waste Annual Dump Dash 5K and Thrash-A-Thon Fundraiser Event as a source for significant funding for educational outreach and for the benefit of County services and facilities; and

B. Authorize the Chairman to sign the Resolution.

[Funding: Fund 101, Escambia County Restricted Fund. Cost Center to be determined at time of Supplemental Budget Amendment.]

**BACKGROUND:**

The Solid Waste Management Department held its first Dump Dash 5K and Trash-A-Thon on October 29, 2011. This event provided significant funding for educational outreach including but not limited to the Recycling Camp, field trips for local schools within the Escambia County School District, and other educational outreach activities within the County.

**BUDGETARY IMPACT:**

Funding for this event will be available in Fund 101, Escambia County Restricted Fund. Cost Center to be determined at time of supplemental budget amendment.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**



Funds will be deposited in the Escambia County Restricted Fund (101).

**IMPLEMENTATION/COORDINATION:**

The Solid Waste Management Department will coordinate with necessary departments and/or affiliates for this event.

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**Attachments**

Dump Dash Resolution

Dump Dash Press Release 2011

Dump Dash Flyer

**RESOLUTION NUMBER R2012-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING THE ANNUAL DUMP DASH 5K AND TRASH-A-THON FUNDRAISER EVENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, fundraisers serve to optimize non-tax revenue sources for the benefit of County services and facilities; and

**WHEREAS**, the Escambia County Solid Waste Management Department (ECSWMD) hosts the Annual Dump Dash 5K & Trash-A-Thon at the Escambia County Perdido Landfill; and

**WHEREAS**, this fundraising event provides significant funding for educational outreach including but not limited to the Recycling Camp, field trips for local schools within the Escambia County School District, and other educational outreach activities within Escambia County; and

**WHEREAS**, communities across the country will celebrate “America Recycles Day” on November 15, 2012; and

**WHEREAS**, the Annual Dump Dash 5K & Trash-A-Thon, which is scheduled on November 10, 2012, has been designated as an official “America Recycles Day 2012 Event”; and

**WHEREAS**, Five Dollars (\$5.00) of each Dump Dash 5K entry fee will be donated to the United Way of Escambia County; and

**WHEREAS**, the Board of County Commissioners has determined it is in the best interest of the health, safety, and welfare of the residents of Escambia County that the County authorize the Annual Dump Dash 5K and Trash-A-Thon fundraiser event.

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

**SECTION 1.** That the above recitals are true and correct and incorporated herein by reference.

**SECTION 2.** That the Board of County Commissioners hereby authorizes the Annual Dump Dash 5K & Trash-A-Thon fundraiser event at the Escambia County Perdido Landfill with proceeds to benefit the ECSWMD.

**SECTION 3.** That if any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

**SECTION 4.** That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

\_\_\_\_\_  
Wilson B. Robertson, Chairman

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

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

(SEAL)

This document approved as to form and legal sufficiency.

By: 

Title: AC/F

Date: 8/21/12

# Memorandum

Department of Solid Waste Management  
13009 Beulah Road  
Cantonment, Florida 32533-8831  
Phone: 850.937.2160



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**To:** PIO  
**From:** Dee Dee Green, Recycling Coordinator  
**Re:** Dump Dash 5K & Trash-A-Thon  
**Date:** October 27, 2011

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## PRESS RELEASE:

The Department of Solid Waste Management will be hosting the Perdido Landfill Dump Dash 5K & Trash-A-Thon this Saturday, October 29, 2011. The Dump Dash will start at 8:00am and will be kicked off by a staff member from United Way of Escambia County. After the 5K there will be an award ceremony at 9:30am. The Trash-A-Thon, a huge obstacle course set up just for kids, will start at 10:00am with a kids costume contest just before. The Trash-A-Thon is a free event, even if you don't run, come out and let the kids run the obstacle course!

The Dump Dash 5K & Trash-A-Thon will be a great way to have fun, learn about the Perdido Landfill and enjoy a beautiful, challenging, scenic cross-country course. This is a unique run so don't miss it!

To register online, or for more information, go to [www.DumpDash.com](http://www.DumpDash.com) or call 937-2160. You can also register and pick up race day packets at Seville Quarter in Phineas Phogg's October 28<sup>th</sup> from 4pm-7pm or before race from 6:30am-7:30am. Registration is \$15/ \$20 day of race. Award ribbons will be given to top male and female in several age categories (see web page for categories), top walker male and female, and best 5K costume. We also have team categories for the fastest team, top three and team with the most participants.

The Dump Dash will donate at least \$9.00 from each entry to the United Way of Escambia County. So come out and support a great cause and have fun while doing it!



# Dump Dash



# 5K & Trash-A-Thon!

**Run starts at 8am \$15 / \$20 day of race!**

Prize Divisions for Runners:

Kids	age 6-10
Kids	age 11-15
Adult (Male and Female)	age 16-25
	age 26-35
	age 36-45
	age 46-55
	age 56-65
	age 66 and older

Fastest Overall Male and Female

Best 5K Costume

Prizes for Top Male and Female Walkers

**T-Shirts guaranteed for everyone who registers before October 19, 2011!**

### Team Competition!

Each Team must have at least 3 registered runners!

Prizes will be given to the Fastest Teams. Top three times in each Team will go towards Team Time.

Prizes will be given to Team with the Most Participants.

\$9.00 from each entry will be donated to United Way of Escambia County  
\*based on 50 entries

**GIVE. ADVOCATE. VOLUNTEER. LIVE UNITED** 

CH 746

**Packet pickup will be at Seville Quarter in Phineas Phogg's October 28<sup>th</sup> from 4-7pm and before race from 6:30-7:30am**

### Trash-A-Thon

Time for the kids to get Down! After the Dump Dash there will be free food and drinks, a nature walk, booths set up. The kids will have a costume contest before the Trash-A-Thon. The Trash-A-Thon will be an obstacle course set up for kids. There will be two runs: 9 years old and under, and 10-15 years old. Trash-A-Thon starts at 10:00!

For information on registration call 937-2160 or go to:



[www.DumpDash.com](http://www.DumpDash.com)





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

**AI-3146**

**County Administrator's Report 9. 15.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/06/2012

**Issue:** Change Order 4 to Purchase Order 120294 to Securitas Security Services

**From:** Gordon Pike, Department Head

**Organization:** Corrections

**CAO Approval:**

**RECOMMENDATION:**

Recommendation Concerning Change Order Number 4 to Purchase Order 120294 to Securitas Security Services USA, Inc., for Security Services at the Corrections Department, Work Release Program Division - Gordon C. Pike, Corrections Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 4 to Purchase Order 120294, to Securitas Security Services USA, Inc., in the amount of \$6,500, for security services provided at the Corrections Department, Work Release Program:

Department:	Corrections
Division:	Community Corrections/ Work Release Program
Type:	Addition
Amount:	\$6,500
Vendor:	Securitas Security Services USA, Inc.
Project Name:	N/A
Contract:	N/A
PO:	120294
Change Order No.:	120294-4
Original Award Amount:	\$38,000
Cumulative Amount of Change Orders through this CO:	\$18,000
New P.O. Total:	\$56,000

In accordance with the Escambia County Code of Ordinances, Chapter 46-48, Amendments/Changes After Award, Board approval is required to award Change Orders that have reached or exceeded \$50,000.

[Funding Source: Fund 114, Corrections Department, Cost Center 290305, Work Release

Program, Object Code 53401]

**BACKGROUND:**

Securitas Security Services provides additional security to the Corrections Officers at the Work Release Program during various shifts as needed.

**BUDGETARY IMPACT:**

Funding Source: Fund 114, Corrections Department, Cost Center 290305, Work Release Program, Object Code 53401

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of ordinances of Escambia County Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval, a change order will be submitted to the Office of Purchasing for processing.

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

**AI-2817**

**County Administrator's Report 9. 16.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/06/2012

**Issue:** Dell Computer Hardware Purchases

**From:** David Musselwhite, IT Director

**Organization:** Information Technology

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Approval to Purchase from Dell Computer Hardware - David Musselwhite, Information Technology Department Director

That the Board approve the purchase of computers from Dell Marketing, in the not-to-exceed amount of \$160,000, Florida State Contract Number 250-000-03-1.

[The funds are available in the current Budget, Fund 001, General Fund, Cost Center 270102, Object Code 56401.]

**BACKGROUND:**

As the complexity of the hardware and software base increases, so do costs throughout the life cycle of the Personal Computer. Planning, acquisition, deployment, maintenance, user support and management processes are inherently more expensive in an environment characterized by multiple hardware platforms. The single most powerful step toward reducing these costs is to standardize the organization's platforms, system configurations, software packages, and management processes.

This consistent platform also reduces the troubleshooting effort due to consistent platforms and increased reliability of laptop hardware and reduces the need for technicians aided by Dell maintenance support.

This purchase will be for laptops. Dell Computer Corporation is recognized for its high service levels and reliability of its equipment.

**BUDGETARY IMPACT:**

The funds are available in the current budget under General Fund 001, Cost Center 270102, Object Code 56401.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**



Work to be accomplished by current staff.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval required by Ordinance 2001-60.

**IMPLEMENTATION/COORDINATION:**

The Information Technology Department will be responsible for the implementation.

---



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

**AI-3155**

**County Administrator's Report 9. 17.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/06/2012

**Issue:** Rebuild Four Munters Units at Pensacola Civic Center

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Rebuild of Four Munters Fresh Air Units (Dehumidifiers) at the Pensacola Civic Center - Amy Lovoy, Management and Budget Services Department Director

**DUE TO HURRICANE ISAAC, THE BID OPENING WAS DELAYED TO FRIDAY AT 3:00 P.M., AUGUST 31, 2012. THE RECOMMENDATION AND BACKUP WILL BE DISTRIBUTED UNDER SEPARATE COVER.**

**BACKGROUND:**

NA

**BUDGETARY IMPACT:**

[Funding: To be determined.]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

NA

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This Recommendation is in compliance with the Escambia County, Florida, Code of Ordinances Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Purchase Order.

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

AI-3172

County Administrator's Report 9. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/06/2012

Issue: SBA#254 - Road Prison Manhunt Field Trials

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #254 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #254, Escambia Restricted Fund (101) in the amount of \$3,750, to recognize reimbursements from the Southeastern States Manhunt Field Trial Teams, and to appropriate these funds for related operational expenses at the Road Prison.

**BACKGROUND:**

The Road Prison will be receiving reimbursements for the Southeastern States Manhunt Field Trials. There are 25 teams and they pay a \$150 per team to participate in the trials. These funds must now be recognized and appropriated to cover additional operational activities associated with the event at the Road Prison. These funds will be placed into the Escambia County Restricted Fund (101).

**BUDGETARY IMPACT:**

This amendment will increase Fund 101 by \$3,750.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#254



Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2012-

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 has received reimbursements for the Southeastern States Manhunt Field Trials. There are 25 teams and they pay a \$150 per team to participate in the trials. These funds must now be recognized and appropriated to cover additional operational activities associated with the event at the Road Prison.

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, 2012:

Escambia Restricted Fund Fund Name	101 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Road Prison Reimbursements	101	369043 (New)	3,750
<b>Total</b>			<b>\$3,750</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Road Prison Reimbursements/ Operating Supplies	101/290208 (New)	55201	3,750
<b>Total</b>			<b>\$3,750</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

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

\_\_\_\_\_  
Wilson B. Robertson, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
#254



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

**AI-3180**

**County Administrator's Report 9. 19.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 09/06/2012

**Issue:** Resolution Authorizing Overtime Disaster Pay for Certain Board Employees

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Adoption of a Resolution Authorizing Disaster Related Overtime for Exempt Employees of the Board of County Commissioners - Amy Lovoy, Management & Budget Services Department Director

That the Board adopt the Resolution authorizing overtime payments for exempt employees who worked more than 40 hours during the week commencing on Saturday, August 25, 2012, due to the activation of the Emergency Operation Center as a result of the declared state of emergency for Hurricane Isaac.

**BACKGROUND:**

On Sunday August 26, 2012 the Board of County Commissioners declared a state of emergency for Hurricane Isaac. As a result, the Emergency Operations Center activated at 7:00 a.m. Disaster protocols required many employees to work long hours prior to, during and after the storm. As with previous disasters this resolution will allow exempt employees to be paid for hours worked in excess of 40 during the state of emergency.

Regular, non-exempt employees will already be paid for any overtime hours worked in keeping with the Fair Labor Standards Act (FLSA). No action is required by the Board for this purpose.

In addition, County employees who were not required to work during the event were granted administrative leave for work hours starting at noon on Monday, August 27, 2012 through Wednesday, August 29, 2012 at 7:00 a.m. Employees who were required to work during this time frame will be granted compensatory time up to a maximum of 12 hours based on the number of hours worked.

**BUDGETARY IMPACT:**

The estimated impact for all overtime associated with this event is less than \$50,000 although this recommendation is being written prior to the end of the relevant pay period.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Legal has reviewed the attached resolution.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

OT Resolution for Isaac

**RESOLUTION R2012- \_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY AUTHORIZING THE COUNTY ADMINISTRATOR TO PROVIDE EMERGENCY COMPENSATION TO UNCLASSIFIED, EXEMPT EMPLOYEES WHO WORK DURING A DECLARED STATE OF LOCAL EMERGENCY; ESTABLISHING COMPENSATION RATES; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Escambia County Board of County Commissioners finds that certain natural and man-made events such as tropical storms, hurricanes, tornadoes, chemical spills, and oil contamination require declarations of a state of local emergency in counties throughout the state of Florida; and

**WHEREAS**, the Board of County Commissioners has enacted Chapter 37 of its Code of Ordinances to define its emergency management authority and powers; and

**WHEREAS**, through Section 37-36, Code of Ordinances, the Board of County Commissioners has vested the Escambia County Administrator with emergency management powers, including the power to authorize the expenditure of public funds; and

**WHEREAS**, to assist certain County employees who are required to work a significant amount of time in excess of forty (40) hours in a workweek during a declared state of local emergency, the Board of County Commissioners has previously authorized the County Administrator to provide emergency compensation to employees in the unclassified service who would not otherwise receive overtime or compensatory time (see R2005-121, attached and incorporated as Exhibit "A" to this Resolution); and

**WHEREAS**, the Escambia County Board of County Commissioners declared a state of local emergency on August 26, 2012 due to the impact of Hurricane Isaac; and

**WHEREAS**, many employees were required to work long hours, the Board of County Commissioners recognizes the need to authorize the County Administrator to provide emergency compensation

**WHEREAS**, the Board of County Commissioners therefore finds that authorizing the County Administrator to provide emergency compensation unclassified employees, during a declared state of local emergency advances the public health, safety, and welfare through mutual aid response.

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



**SECTION 1. RECITALS**

The above recitals are true and incorporated herein.

**SECTION 2. AUTHORIZATION OF EMERGENCY COMPENSATION**

Pursuant to the authority conferred by R2005-121, the County Administrator may award emergency compensation to unclassified, exempt employees of the Escambia County Board of County Commissioners. Emergency compensation may be awarded as a payment equal to 1.0 times the employee's equivalent hourly rate based on the employee's salary and may be paid for each hour worked in excess of forty (40) hours during the employee's workweek.

**SECTION 3. EFFECTIVE DATE**

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

ADOPTED this 6<sup>th</sup> day of September, 2012.

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

\_\_\_\_\_  
**Wilson B. Robertson, Chairman**

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

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

**(SEAL)**

This document approved as to form  
and legal sufficiency.

By: 

Title: ASST. COUNTY ATTORNEY

Date: Aug. 31, 2012

RESOLUTION R2005-121

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING THE COUNTY ADMINISTRATOR TO GRANT SUPPLEMENTAL PAYMENTS AND/OR ADMINISTRATIVE LEAVE TO CERTAIN EMPLOYEES FOR WORK DURING STATES OF LOCAL EMERGENCY; PROVIDING FOR PAYMENT OF 1.0 TIMES EQUIVALENT SALARY HOURLY RATE FOR UNCLASSIFIED EXEMPT EMPLOYEES FOR HOURS WORKED IN EXCESS OF 40 HOURS; PROVIDING TO THE COUNTY ADMINISTRATOR CERTAIN DISCRETIONARY AUTHORITY TO AWARD SUCH ADMINISTRATIVE LEAVE; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Escambia County Board of County Commissioners (the "Board") finds that natural events such as hurricanes or tomados often require declarations of a state of local emergency in Escambia County; and

**WHEREAS**, as a result, the Escambia County Board of County Commissioners has determined that it is necessary pursuant to Board policy to authorize the County Administrator to grant supplemental payments and/or administrative leave to certain employees during such emergencies; and

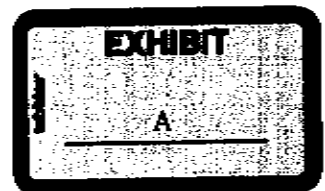
**WHEREAS**, given that, the Escambia County Board of County Commissioners now finds that awards of such payment and/or leave to County employees are in the best interest of the health, safety, and welfare of the citizens of Escambia County.

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

**Section 1.** Effective June 1, 2005, the Board of County Commissioners' policy hereby authorizes the County Administrator to grant supplemental payments and/or administrative leave to County employees during a declared state of local emergency.

Verified By: P. Collier

Date: 8-8-05



**Section 2.** The County Administrator may grant emergency payments to unclassified, exempt employees, who are required to work during such a declared state of local emergency.

**Section 3.** An employee's designation as "exempt" shall be based on the employee's job class and requirements. The emergency payment shall consist of a payment equal to 1.0 times the employee's equivalent hourly rate based on the employee's salary and may be paid for each hour worked in excess of 40 hours during the employee's workweek.

**Section 4.** The County Administrator may award additional administrative leave to employees who work during a declared state of local emergency, and this leave may be awarded by the County Administrator following the expiration of any declared state of local emergency.

**Section 5.** This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 4<sup>th</sup> day of August 2005.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: J. W. Dickson  
J. W. Dickson, Chairman

Ernie Lee Magaha  
Clerk of the Circuit Court



Date Executed  
8-5-05

Date BCC Approved  
8-4-05

This document approved as to form and legal sufficiency  
By: Paul Sander  
Title: County Attorney  
Date: August 4, 2005



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

**AI-3148**

**County Attorney's Report 9. 1.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 09/06/2012

**Issue:** Settlement of Workers' Compensation claim involving John Crumel

**From:** Ryan E. Ross, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Settlement of a Worker's Compensation Claim involving John Crumel

That the Board approve a Workers' Compensation settlement for claimant, John Crumel, in the amount of \$125,000.00, inclusive of all outstanding attorney's fees and costs for a full and complete settlement of Mr. Crumel's worker's compensation claim.

**BACKGROUND:**

John Crumel has been employed as a corrections officer at Escambia County since June 12, 1989. He suffered a compensable heart attack on October 25, 2005. Since that time, Officer Crumel has undergone substantial and continuing medical treatment for hypertension and heart disease. One doctor assigned a permanent impairment rating of 22.0%. (For a more detailed explanation of the medical background, any Commissioner may contact Assistant County Attorney Ryan Ross.)

Escambia County's adjuster, PGCS, Inc., estimates that future medical treatment will be comprehensive and that future medical costs could exceed \$231,000.00. For that reason, PGCS, through its attorney, has negotiated a washout settlement of Officer Crumel's claim in the amount of \$125,000.00, inclusive of attorney's fees and costs. In exchange for this settlement amount, Officer Crumel will voluntarily resign from his position with Escambia County and execute a general release of liability and waiver of future employment.

**BUDGETARY IMPACT:**

Reserves are coordinated through Risk Management and the County's third-party carrier, Preferred Governmental Claims Solutions. Monies are paid out of Fund 501, Account 239898.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This agreement was reviewed by Ryan E. Ross, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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

**AI-3122**

**County Attorney's Report 9. 1.**

**BCC Regular Meeting**

**Meeting Date:** 09/06/2012

**Issue:** Mohamed A. Mohamed v. Escambia County

**From:** Charles V. Pepler, Deputy County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Information Regarding Mohamed A. Mohamed v. Escambia County, Case No. 2011 CA 000771

That the Board accept the attached information concerning *Mohamed A. Mohamed v. Escambia County*, 1D11-6952, Circuit Case No. 2011 CA 000771, Rezoning Case No. Z-2011-04.

**INFORMATION REPORT:**

At the April 7, 2011 Board of County Commission (BCC) meeting, the BCC heard rezoning case Z-2011-04 in which Mohamed A. Mohamed sought rezoning of a parcel of property at 825 Diamond Dairy Road, 831 Trammel Boulevard and the 1000 Block of Trammel Boulevard from R-5 to C-1. The BCC upheld the Planning Board's recommendation and denied the rezoning request.

On May 6, 2011, Mr. Mohamed filed an "Appeal from Administrative Decision" in the Circuit Court of Escambia County. He objected to documents which were admitted into evidence at the Planning Board and attempted to add documentation and evidence to the record in order to overturn the BCC's upholding of the denial of the rezoning. Chief Circuit Judge, Hon. Terry D. Terrell, affirmed the decision of the BCC and denied Mr. Mohamed's petition for writ of certiorari.

Not satisfied with having lost two appeals, Mr. Mohamed on December 21, 2011, filed an appeal to the First District Court of Appeal. Attached is a copy of the per curiam opinion from the First District Court of Appeal affirming and upholding Judge Terrell's order denying Mr. Mohamed's petition for writ of certiorari.

Because the decision from the First District Court of Appeal is a per curiam affirmance without opinion, Mr. Mohamed has no right to bring any further appellate proceedings in the Florida Supreme Court. But, Mr. Mohamed still retains the right to move for rehearing and for rehearing en banc, a proceeding in which all of the judges of the First District Court are requested to hear an appeal. However, these motions are rarely granted. Mr. Mohamed has fifteen days in which to move for rehearing. Once that time elapses and no motion for rehearing has been filed, then the attached opinion becomes final.

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## **Attachments**

Per Curiam Order

IN THE DISTRICT COURT OF APPEAL  
FIRST DISTRICT, STATE OF FLORIDA

MOHAMED A. MOHAMED,

Petitioner,

v.

ESCAMBIA COUNTY,

Respondent.

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NOT FINAL UNTIL TIME EXPIRES TO  
FILE MOTION FOR REHEARING AND  
DISPOSITION THEREOF IF FILED

CASE NO. 1D11-6952

Opinion filed August 20, 2012.

Certiorari - Original Jurisdiction

Mohamed A. Mohamed, pro se, Petitioner.

Alison Rogers, County Attorney, and Charles V. Pepler, Deputy County  
Attorney, Pensacola, for Respondent.

PER CURIAM.

DENIED.

PADOVANO, THOMAS, and CLARK, JJ., CONCUR.