

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

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board take the following action concerning the adoption/ratification of the following three Proclamations:

- A. Adopt the Proclamation proclaiming the month of October 2012 as "Community Planning Month" in Escambia County, Florida, in conjunction with the Celebration of "National Community Planning Month";
- B. Ratify the Proclamation dated September 17, 2012, joining the Englewood Neighborhood Improvement Group, Inc., in recognizing and commending Mrs. Ethel Curry Lindsey for her 45 years of service to the Englewood Neighborhood Improvement Group, Inc., and the citizens of Escambia County; and
- C. Ratify the Proclamation dated September 26, 2012, proclaiming the month of October 2012 as "National Disabilities Awareness Month" in Escambia County and calling upon the citizens of Escambia County to observe this month with appropriate programs, activities, and ceremonies supporting this occasion.

7. Retirement Proclamations.

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

- A. The Proclamation commending and congratulating John Crumel, Corrections Officer, Corrections Department, on his retirement after 23 years of service;
- B. The Proclamation commending and congratulating Abraham Logan, Maintenance Technician, Facilities Management Department, on his retirement after 33 years of service; and
- C. The Proclamation commending and congratulating Anna R. Miller, Senior Building Code Enforcement Official, Development Services Department, on her retirement after 18 years of service.

8. Years of Service Recognition.

Recommendation: That the Board take the following action concerning years of service recognition:

A. Recognize, with a pin and certificate, Connie A. Oliver, Public Works Department, Administration Division, for her dedication in 35 years of service to Escambia County; and

B. Recognize, with a pin and certificate, Robin F. Lambert, Public Works Department, Administration Division, for her dedication in 35 years of service to Escambia County.

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

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

10. 5:31 p.m. Public Hearing for consideration of the Petition to Vacate a portion of St. Benedict Avenue, as petitioned by Pensacola Christian College, Inc.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of St. Benedict Avenue (approximately 0.51 acre), as petitioned by Pensacola Christian College, Inc.:

- A. Approve the Petition to Vacate a portion of St. Benedict Avenue (approximately 0.51 acre), as petitioned by Pensacola Christian College, Inc.;
- 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.

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 requested to be vacated is a partially paved road, which did receive some County maintenance in the past. The County has no deeded or dedicated right-of-way on this portion of St. Benedict Avenue. PCC is requesting that the Board vacate any interest the County may have in that portion of St. Benedict Avenue (approximately 0.51 acre) which lies south of Airport Boulevard. Staff has made no representations to the Petitioner or the Petitioner's agent that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

11. 5:32 p.m. Public Hearing concerning the ECAT Disadvantaged Business Enterprise Fiscal Year 2013 Goal.

Recommendation: That the Board take the following action concerning the Escambia County Area Transit (ECAT) Disadvantaged Business Enterprise (DBE) Fiscal Year 2013 Goal:

A. Conduct the Public Hearing;

B. Approve the DBE Fiscal Year 2013 Goal of five percent of procurements; and

C. Authorize ECAT to submit the Fiscal Year 2013 Goal to the U.S. Department of Transportation upon expiration of the 45-day comment period (November 8, 2012).

U.S. Code 49, Code of Federal Regulations (CFR) Parts 23 and 26, require the establishment of an ECAT DBE Program to remedy past and current discrimination against disadvantaged business enterprises, ensure a level playing field, and foster equal opportunity in U.S. Department of Transportation assisted contracts. Essential requirements of the DBE program include the establishment of an annual goal and public participation in the process. This goal applies only to federally-assisted ECAT procurements.

[Funding: Federally assisted ECAT procurements covered by this policy are funded through Fund 104, Mass Transit Operating Fund and Fund 320, Federal Transit Administration (FTA) Capital Projects Fund. These projects are included in the proposed Fiscal Year 2013 Budget and the Program of Projects for Fiscal Year 2013 Federal Grant application. No penalties will occur if this goal is not met.]

12. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent 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 five Reports prepared by the Clerk of the Circuit Court and Comptroller's Finance Department:

A. The following two Payroll Expenditures:

(1) Pay Date September 14, 2012, in the amount of \$2,086,814.79; and

(2) Pay Date September 28, 2012, in the amount of \$2,190,900.10; and

B. The following three Disbursement of Funds:

(1) September 6, 2012, to September 12, 2012, in the amount of \$4,594,454.69;

(2) September 13, 2012, to September 19, 2012, in the amount of \$3,432,306.25; and

(3) September 20, 2012, to September 26, 2012, in the amount of \$234,709.13.

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

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

A. The *Escambia/Pensacola SHIP Program Annual Report (July 1, 2011 - June 30, 2012)*, as executed by the County Administrator on August 29, 2012, based on the Board's April 8, 2010, adoption of the State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan, and received in the Clerk to the Board's Office on September 11, 2012;

B. *Amendment #2 Interlocal Agreement CDBG Disaster Recovery (2008 Storms)* between the County and Emerald Coast Utilities Authority, as executed by the Chairman on September 17, 2012, based on the Board's action of September 1, 2011, approving Amendment #1 to the Interlocal Agreement for CDBG Disaster Recovery Enhancement Funds for the Lakewood Sanitary Sewer Improvements Project and authorizing the Chairman or Vice Chairman to execute the Amendment and all related documents as required to implement the Project, as received in the Clerk to the Board's Office on September 17, 2012; and

C. A copy of the Oath of Office for Escambia County Health Facilities Authority Member Michael S. Kohler, for a term commencing August 22, 2012, to August 21, 2016, which was filed with the Florida Department of State, Division of Elections, on September 14, 2012, as received in the Clerk to the Board's Office on September 17, 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. Approve the Minutes of the Second Public Hearing - Fiscal Year 2012-2013 County-wide Budget held September 25, 2012;
- B. Approve the Minutes of the Regular Board Meeting held September 17, 2012;
- C. Approve the Minutes of the Attorney-Client Session held September 17, 2012;
- D. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 17, 2012; and
- E. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held September 13, 2012.

GROWTH MANAGEMENT REPORT

I. Public Hearings

1. Recommendation Concerning the Review of the Rezoning Case(s) heard by the Planning Board on September 10, 2012

That the Board take the following action concerning the rezoning cases heard by the Planning Board on September 10, 2012:

- A. Review and either adopt, modify, overturn or remand the Planning Board's recommendations for Rezoning Cases Z-2012-09, Z-2012-18, Z-2012-19, Z-2012-20, and Z-2012-21, or remand the cases back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

- 1. **Case No.:** **Z-2012-09**
 - Address: 2006 Border St
 - 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
 - Planning Board Recommendation: Denial
 - Speakers: Buddy Page, Bob Kerrigan, Earl Rhodes

- 2. **Case No.:** **Z-2012-18**
 - Address: 1011 Perdido Rd
 - Property Reference No.: 09-1N-31-1000-331-003
 - Property Size: 1 (+/-) acres
 - From: VR-1, Villages Rural Residential District (one unit per 4 acres)

To: VR-2, Villages Rural Residential District (one unit per .75 acres)
FLU Category: MU-S, Mixed Use Suburban
Commissioner District: 5
Requested by: David Crowder, Owner
Planning Board Recommendation: Approval
Speakers: David Crowder

3. Case No.: Z-2012-19

Address: 5603 N. W St
Property Reference No.: 44-1S-30-1105-000-001
Property Size: 1.1 (+/-) acres
From: R-6, Neighborhood Commercial and Residential 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: C, Commercial
Commissioner District: 3
Requested by: Larry Richardson, Agent for Gerald W. Adcox, Owner
Planning Board Recommendation: Approval
Speakers: Larry Richardson

4. Case No.: Z-2012-20

Address: 120 Cummings Rd, 100 Oleander St.
107 Oleander St, 111 Oleander St, 115 Oleander St
Property Reference No.: 35-1S-30-9000-000-015, 35-1S-30-9002-003-005,
35-1S-30-9002-006-005, 35-1S-30-9002-009-005,
35-1S-30-9002-004-005
Property Size: 3.7 (+/-) 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: Jesse W. Rigby, Agent for Pensacola Christian
College
Planning Board Approval
Recommendation:
Speakers: Jesse Rigby, Ken Horne, Ms. Middleton

- 5. Case No.: Z-2012-21**
Address: 4100 W Fairfield Dr
Property Reference No.: 15-2S-30-6200-090-005
Property Size: .33 (+/-) acres
From: R-2, Residential District (cumulative)
C-1, Retail Commercial District (cumulative)
To: C-1, Retail Commercial District (cumulative)
FLU Category: C, Commercial
Commissioner District: 2
Requested by: Oanh Tran, Agent for Raymond Ayers, Owner
Planning Board Approval
Recommendation:
Speakers: Oanh Tran

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on September 10, 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. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 2 Administration

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending part III of the Escambia County Code of Ordinances (1999), the Land Development Code, as amended; Amending Article 2, Section 2.02.04., and Article 2, Section 2.04.00. of the Land Development Code by divesting the Escambia County Board of Adjustment of jurisdiction over appeals of administrative decisions regarding building permits issued by the Escambia County building inspections department.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

Thursday November 1, 2012

A. 5:45 p.m. - A Public Hearing to amend the official Zoning map to include the following Rezoning Cases to be heard by the Planning Board on October 8, 2012.

- 1. Case No.: Z-2012-22**
Address: 1610 N "Q" St
Property Reference No.: 17-2S-30-1300-002-007
Property Size: 1.41(+/-) acres
From: R-2 Single-Family District (Cumulative), Low-Medium Density (7du/acre) & R-3 One-Family and Two-Family District, (Cumulative) Medium Density (10du/acre)
To: R-5 Urban Residential/Limited Office District, (Cumulative) High Density (20du/acre).
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 3
Requested by: Jimmie Black, Agent for New Birth Baptist Church
- 2. Case No.: Z-2012-23**
Address: 1926 Creighton Rd
Property Reference No.: 31-1S-30-1901-200-002
Property Size: 3.28(+/-) acres
From: R-2, Single Family District (cumulative) Low-Medium Density/C-1 Retail Commercial District (cumulative)
To: C-1, Retail Commercial District (cumulative)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 4
Requested by: Michael Russo, Agent for Edna Munro, Owner
- 3. Case No.: Z-2012-24**

Address: 1100 Conference Rd
Property 10-1N-30-4001-000-000
Reference No.:
Property Size: 46.10 (+/-) acres
From: VAG-2, Villages Agriculture District
To: V-2, Villages Single Family Residential - Gross Density
(two units per acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner 5
District:
Requested by: Wiley C. "Buddy" Page, Agent for Warren & Kathleen
Brown, Owner

4. Case No.: Z-2012-25

Address: 617 70th Ave and 7008 W. Jackson St
Property 11-2S-31-5410-000-000; 11-2S-31-5410-001-001
Reference No:
Property Size: .53(+/-) acres
From: R-2, Single Family Residential
To: C2NA, General Commercial and Light Manufacturing
District (cumulative); no sale of alcohol allowed
FLU Category: MU-U, Mixed-Use Urban
Commissioner 1
District:
Requested by: Freddy Powell, Owner

B. 5:46 p.m. - A Public Hearing - Small Scale Comprehensive Plan Amendment
SSA-2012-03

C. 5:47 p.m. - A Public Hearing - Administrative Appeals

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning a Memorandum of Understanding with the Escambia County 4-H Foundation, Inc., for a Camp Caretaker (Maintenance Worker) Position for Fiscal Year 2012-2013 - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Memorandum of Understanding (MOU) between the Escambia County Board of Commissioners and the Escambia County 4-H Foundation, Inc.:

A. Approve the MOU that will provide for the Escambia County 4-H Foundation, Inc., to fund a part-time Camp Caretaker (Maintenance Worker) position at the Langley Bell 4-H Center, as a Grant-funded position for Fiscal Year 2012-2013; and

B. Authorize the Chairman to sign the MOU.

2. Recommendation Concerning the Conveyance of Two Parcels of Property to the Florida Department of Transportation for the Interstate 10 Improvement Project – Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of two parcels of property (Parcel 1 consisting of approximately 0.684 acres and Parcel 2 consisting of approximately 1,600 square feet) to the State of Florida, Department of Transportation (FDOT) for their planned improvement project for the portion of Interstate 10 (I-10) between Davis Highway and Scenic Highway:

A. Adopt the Resolution authorizing the conveyance of two parcels of property (Parcel 1 consisting of approximately 0.684 acres and Parcel 2 consisting of approximately 1,600 square feet) to FDOT for their planned improvement project for the portion of I-10 between Davis Highway and Scenic Highway; and

B. Authorize the Chairman to execute the Deed, the Resolution, and all other documents related to the transfer without further action of the Board.

FDOT has designed a project to make improvements to the portion of I-10 between Davis Highway and Scenic Highway. The project includes adding lanes and upgrading the related stormwater drainage systems. Design indicates the need for additional properties along I-10 to facilitate these improvements. Therefore, FDOT is requesting that the County convey the two referenced parcels to FDOT. Staff has reviewed this request and has no objection to the conveyance of these parcels.

3. Recommendation Concerning the Community Center License and Management Agreement for the Molino Community Center & Historical Museum - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Community Center License and Management Agreement between Escambia County and the Molino Mid-County Historical Society Inc., for the Molino Community Center & Historical Museum, with an effective date of October 5, 2012.

4. Recommendation Concerning the Scheduling of a Public Hearing for Re-budgeting Ongoing Grant and Project Funding - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on October 18, 2012, at 5:31 p.m., concerning re-budgeting ongoing Grant and project funding that will amend the Fiscal Year 2012/2013 Budget and appropriate these funds for those related ongoing Grants and projects.

5. Recommendation Concerning the Request for Disposition of Surplus Property for the Office of Purchasing - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the request for disposition of property for the Office of Purchasing for two items of obsolete equipment, which are Property Number 54178, H.P. Business Ink Jet 2800 Color Printer, and Property Number 50939, Ricoh Imaging System. The items are to be disposed according to procedures for disposition of property.

6. Recommendation Concerning Out-of-County Travel - Charles R. "Randy" Oliver, County Administrator

That the Board authorize out-of-County travel for the following:

A. Any representative of the Commission, the County Administrator, and/or the County Attorney wishing to participate in the conference/events, as noted on the 2012/2013 Annual Travel/Conference Schedule;

B. Commissioners participating in the Florida Association of Counties' Certified County Commissioner and Advanced Certified County Commissioner Programs; and

C. Commissioner Gene M. Valentino and Commissioner Grover C. Robinson, IV, who are required to attend various meetings with the Florida Association of Counties' Board of Directors.

7. Recommendation Concerning Ratifying Out-of-County Travel - Charles R. "Randy" Oliver, County Administrator

That the Board ratify out-of-County travel for Commissioner Gene M. Valentino, who attended a meeting with Transportation Secretary Ray LaHood in Mobile, Alabama, on Tuesday, September 18, 2012.

8. Recommendation Concerning the Scheduling of a Public Hearing Regarding the Fiscal Year 2012/2013 Federal Transit Administration 5307 Grant Application by ECAT for Mass Transit Project Funding - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the scheduling of a Public Hearing for October 18, 2012, at 5:32 p.m., for the purpose of receiving public comments concerning the Fiscal Year 2012/2013 Federal Transit Administration 5307 Grant Application by Escambia County Area Transit (ECAT) for Mass Transit Project Funding.

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Also, effective January 1, 1998, Grant applications, execution, and Grant administration progress reports must be submitted electronically via the Transportation Electronic Award Management (TEAM) System.

9. Recommendation Concerning Escambia County's Representative for the Greater Pensacola Chamber of Commerce's Joint Steering Committee - Commissioner Wilson B. Robertson, District 1

That the Board approve Commissioner Gene M. Valentino as the County's representative on the Greater Pensacola Chamber of Commerce's Joint Steering Committee, as requested by Robert L. Larkin, Jr., Chairman of the Joint Steering Committee. The Joint Steering Committee is asking for a representative from Escambia County to serve in order to assist the Committee to formulate and unveil a plan with the sole purpose to drive business development for the two-county Metropolitan Statistical Area.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Speed Reductions - Multiple Roadways - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning traffic restrictions - speed reductions:

A. Adopt the Resolution for the reduction in speed, from 30 miles per hour to 25 miles per hour, for the following roadway segments:

1. Rockwood Road, from North Davis Highway to Birdwhistle Boulevard;
2. Coriander Court, from Rockwood Road to end of roadway;
3. Birdwhistle Boulevard, from Rockwood Road to Blithewood Drive;
4. Crabapple Lane, from Birdwhistle Boulevard to Sugarberry Road;
5. Blithewood Drive, from Scenic Highway to Sugarberry Road;
6. Sweetwater Drive, from Blithewood Drive to Sugarberry Road;
7. Sugarberry Road, from Sweetwater Drive to Denton Road;
8. Applegate Street, from Sugarberry Road to end of roadway;
9. River Garden Circle, from Sugarberry Road to Sugarberry Road;
10. Bayswater Drive, from River Garden Circle to end of roadway;
11. Yarrow Circle, from Sugarberry Road to end of roadway;
12. Lucida Lane, from Sugarberry Road to Yarrow Circle;
13. Moore Avenue, from Patricia Drive to Ben Sasser Drive;
14. Ben Sasser Drive, from Patricia Drive to end of roadway;
15. Bell Ridge Drive, from West Nine Mile Road to end of roadway;
16. Bell Ridge Circle, from Bell Ridge Drive to end of roadway;
17. Forest Ridge Drive, from Bell Ridge Drive to Bell Ridge Drive;
18. Forest Ridge Circle, from Forest Ridge Drive to end of roadway; and
19. Bell Ridge Trail, from Forest Ridge Drive to end of roadway; and

B. Authorize the Chairman to sign the Resolution.

[Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401 for Sign Installations]

2. Recommendation Concerning Approval to Issue Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000 for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2012-2013, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Works Department.

The issuance of these Purchase Orders during the first week of October 2012 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

3. Recommendation Concerning the First Amendment to the Agreement between Escambia County and Hewes and Company, LLC, for the Wedgewood Community Center, PD 10-11.035 - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the first Amendment to the Agreement between Escambia County and Hewes and Company, LLC (Hewes), for the Wedgewood Community Center, PD 10-11.035:

A. Approve the first Amendment to the Agreement between Escambia County and Hewes and Company, LLC, for the Wedgewood Community Center, PD 10-11.035, to revise Contract retainage provisions to stipulate that, at the County's discretion, a portion of the sum retained from payments may be released to the Contractor prior to final completion of the Project; and

B. Authorize the County Administrator to execute the first Amendment and all related documents as required to implement the Project.

[Funding: Fund 351, "LOST II", Cost Center 110224, Object Code 56201, Project #09PF0023 and Fund 352, "LOST III", Cost Center 110267, Object Code 56201, Project #09PF0023]

Hewes achieved substantial completion of the Marie K. Young Wedgewood Community Center on July 24, 2012. They are completing the punch list items and anticipate reaching what would otherwise be considered final completion in September 2012. However, Hewes cannot complete the Project because of design issues recently discovered with the storm water retention pond. Some redesign of the pond and some additional construction will be required. The amount of the delay due to the pond issue is thought to be approximately 90 days.

This delay is beyond the control of the Contractor. As a result, staff believes that a portion of the retainage should be released to the Contractor. The Agreement between the County and Hewes does not allow releasing any retainage prior to

final completion. This Amendment enables the County to release a portion of the retainage prior to final completion when there are issues beyond the Contractor's control.

4. Recommendation Concerning Approval to Issue Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000, for the Facilities Management Department - David W. Wheeler, CFM, Facilities Management Department Director

That the Board, for the Fiscal Year 2012-2013, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Facilities Management Department, as follows:

	Vendor/Contractor	Amount	Contract Number
A.	TESI Staffing and Employee Screening Services, Inc. Vendor Number: 200955 Temporary Labor Services Fund: 001 Cost Center: 310202	\$90,000	PD 11-12.035
B.	Engineered Cooling Services, Inc. Vendor Number: 051168 Central Energy Plant Maintenance Fund: 001 Cost Center: 310203	\$133,025	PD 08-09.044
C.	Titan Waste Services, Inc. Vendor Number: 201924 Solid Waste Container Services Fund: 001 Cost Center: 310203	\$129,000	PD 07-08.040
D.	American Facility Services, Inc. Vendor Number: 012106 Contract Custodial Services for County Building Fund: 001 Cost Center: 310202	\$652,000	PD 10-11.049
E.	Bagby Elevator Company, Inc. Vendor Number: 020380 Elevator Maintenance Fund: 001 Cost Center: 310203	\$78,000	PD 07-08.131

5. Recommendation Concerning Amendment #1 to the Agreement between Escambia County and Birkshire Johnstone, LLC, for the Molino School Renovations and Restoration, Tax Collector/Property Appraiser Offices, PD 10-11.072 - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning Amendment #1 to the Agreement between Escambia County and Birkshire Johnstone, LLC, (Contractor) for the Molino School Renovations and Restoration, Tax Collector/Property Appraiser Offices, PD 10-11.072:

A. Approve Amendment #1 to the Agreement between Escambia County and Birkshire Johnstone, LLC, for the Molino School Renovations and Restoration, Tax Collector/Property Appraisers Offices, PD 10-11.072, to revise the Contract retainage provisions to stipulate that, at the County's discretion, a portion of the sum retained from payments may be released to the Contractor prior to final completion of the Project; and

B. Authorize the County Administrator to execute the Amendment and all related documents as required to implement the Project.

[Funding: Fund 352, "LOST III", Cost Center 110267, Object Code 56201, Project #08PF0045]

Birkshire Johnstone, LLC, is the general contractor awarded the Contract to convert the Old Molino Elementary School into a library, community center, and a museum, and to construct the new building adjacent to the school to house the offices of the Tax Collector and the Property Appraiser. The Tax Collector/Property Appraiser (TC/PA) building was deemed to be at substantial completion on June 19, 2012. Birkshire Johnstone, LLC, is completing the punch list items and anticipates reaching final completion of the TC/PA building in September 2012.

Work continues on the school building conversion with substantial completion scheduled for October 2, 2012, and final completion scheduled for November 1, 2012. The Agreement between the County and the Contractor did not provide for two buildings being completed separately. As a result, by Contract, retainage cannot be released for the TC/PA building until the conversion reaches final completion.

The Contractor is requesting a portion of the retainage related to only the TC/PA building be released. Staff considers this to be a reasonable request, in that the Contractor will have met his obligations at final completion and considers it to be a situation beyond the Contractor's control.

6. Recommendation Concerning the 2012/2013 Fiscal Year Rural Elderly Assistance Program Agreement with the Council on Aging of West Florida, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the 2012/2013 Fiscal Year Rural Elderly Assistance Program (REAP) Agreement with the Council on Aging of West Florida, Inc. (COA):

A. Approve the Agreement with the Council on Aging of West Florida, Inc., in the amount of \$47,000, for continuation of the Rural Elderly Assistance Program for the 2012/2013 Fiscal Year; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and related documents necessary to implement the project.

[Funding: Fund 129/CDBG, Cost Center to be assigned]

7. Recommendation Concerning Approval of the 2012/2013 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the 2012/2013 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission:

A. Approve the 2012/2013 Community Development Block Grant (CDBG) funded Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission (HRC), providing a total of \$18,500 for the 2012/2013 Fiscal Year; and

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

[Funding: Fund 129/CDBG, Cost Center to be assigned]

8. Recommendation Concerning the Special Service Arrangement Agreement with BellSouth Telecommunications, Inc., d/b/a AT&T Florida – Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Special Service Arrangement Agreement between BellSouth Telecommunications, Inc., d/b/a, AT&T Florida (AT&T) and Escambia County Board of County Commissioners, effective October 1, 2012:

A. Approve the Special Service Arrangement Agreement (Case Number FL-12-3419-01) for support and maintenance of the County's E-911 system equipment and software, including virus protection, at three Public Safety Answering Points (PSAP), at a cost of \$211,360, for Fiscal Year 2012/2013;

B. Authorize the Chairman to sign the Agreement and any subsequent related documents, pending Legal review and approval, without further action of the Board; and

C. Authorize issuance of Purchase Order(s) to AT&T for this purpose.

[Funding Source: Fund 145, E911 Operations Fund, Cost Center 330404, E-911 Communications]

9. Recommendation Concerning the Agreement Relating to Additional Fire Rescue Personnel to Provide Emergency Medical Services for the Duration of 2012 DeLuna Fest - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Agreement Relating to Fire Rescue Services with Five Flags Tourism Group, LLC, for the provision of emergency medical services by the Escambia County Fire Rescue Division for the duration of DeLuna Fest, September 21-23, 2012, for the total amount of \$9,101.57:

A. Ratify the Agreement Relating to Additional Fire Rescue Personnel with Five Flags Tourism Group, LLC, for the provision of emergency medical services by the Escambia County Fire Rescue Division for the duration of DeLuna Fest, September 21-23, 2012, for the total amount of \$9,101.57; and

B. Authorize the Chairman to sign the Agreement.

[The total amount shall be credited to Fund 143, Fire Protection Fund]

10. Recommendation Concerning Approval to Issue Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000, for the Human Resources Department - Ron Sorrells, Human Resources Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for Fiscal Year 2012-2013, based upon previously awarded or approved annual requirement Contracts or Contractual Agreements, as provided.

11. Recommendation Concerning the Renewal of the Humana Specialty Benefits Vision Care Contract - Ron Sorrells, Human Resources Department Director

That the Board take the following action concerning the renewal of the Humana Specialty Benefits Vision Care Contract:

A. Approve a two-year extension with Humana Specialty Benefits Vision Care at the current rate until September 30, 2014; and

B. Authorize the County Administrator to sign the Humana Annual Vision Renewal Information letter.

12. Recommendation Concerning Approval to Issue Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000, for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2012-2013, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Solid Waste Management Department.

13. Recommendation Concerning the Addition to Escambia County Animal Shelter, PD 11-12.055 – Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract, PD 11-12.055, “Addition to Escambia County Animal Shelter”, to R. D. Ward Construction Company, Inc., for the total amount of \$255,050, for the Base Bid plus additive Alternate 1.

[Funding: Fund 352, LOST III, Cost Center 330435, Object Code 56201, Project Number 12CA1823]

14. Recommendation Concerning M.C. Blanchard Judicial Center Elevator Modernization, PD 11-12.056 – Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract, PD 11-12.056, “M.C. Blanchard Judicial Center Elevator Modernization”, to Birkshire Johnstone, LLC, for the total amount of \$259,900, for the Base Bid plus additive Alternate 1.

[Funding: Fund 352, LOST III, Cost Center 410149, Object Code 56301, Project Number 12JS1882]

15. Recommendation Concerning Television Production Equipment Services, PD 11-12.045 - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the Chairman to sign the Agreement for Television Production Equipment Services, PD 11-12.045, to General Projection Systems, Inc., for the total amount of \$456,128.97.

[Funding: Fund 352, Local Option Sales Tax III, Cost Center 110267, Object Code 12PF2032]

16. Recommendation Concerning the Grand Opening of the Molino Community Center - Charles R. "Randy" Oliver, County Administrator

That the Board approve \$1,500 to provide refreshments for the Grand Opening of the Molino Community Center on October 17, 2012.

17. Recommendation Concerning the Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida - Catherine A. White, Drug Court Manager

That the Board take the following action concerning the Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida:

A. Approve the Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida. This Grant-In-Aid Agreement is being submitted for approval due to the extension of the Grant Program to June 30, 2013. The original Grant-In-Aid Agreement was approved by the Board of County Commissioners (BCC) on November 4, 2010, and was executed by the Office of the State Courts Administrator on November 23, 2010. The Amendment Number One to the November 23, 2010, Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida, was approved by the BCC on September 15, 2011, and was executed by the Office of the State Courts Administrator on September 30, 2011. During Fiscal Year 2012–2013, the funding for the program is not to exceed \$144,026.

B. Authorize the Chairman to sign the Grant-In-Aid Agreement and all related documents.

[Funds are made available through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program – American Recovery and Reinvestment Act of 2009]

18. Recommendation Concerning Multi-Family Housing Revenue Bonds for an Affordable Housing Project in Taylor County, Florida - Elbert Jones Jr., Executive Director, Escambia County Housing Finance Authority

That the Board adopt the Resolution which approves a plan of finance for the issuance and sale of not exceeding \$6,000,000 Multi-Family Housing Revenue Bonds (the “Bonds”) by the Escambia County Housing Finance Authority (the “Authority”) to be used to finance or refinance the Affordable Housing Project within the territorial limits of the City of Perry, Taylor County, Florida.

19. Recommendation Concerning Multi-Family Housing Revenue Bonds for an Affordable Housing Project in Madison County, Florida - Elbert Jones Jr., Executive Director, Escambia County Housing Finance Authority

That the Board adopt the Resolution which approves a plan of finance for the issuance and sale of not exceeding \$4,000,000 Multi-Family Housing Revenue Bonds (the "Bonds") by the Escambia County Housing Finance Authority (the "Authority") to be used to finance or refinance the Affordable Housing Project within the territorial limits of the City of Madison, Madison County, Florida.

20. Recommendation Concerning the Memorandum of Understanding for the Collective Bargaining Agreement between the Escambia County Board of County Commissioners and the Florida Police Benevolent Association - Ron Sorrells, Human Resources Department Director

That the Board take the following action concerning the Memorandum of Understanding (MOU) for the Collective Bargaining Agreement between the Escambia County Board of County Commissioners (BCC) and the Florida Police Benevolent Association (PBA), Locals #1247 and #1248, effective date September 1, 2012:

A. Approve the Escambia County Road Prison reclassification of all Officers in the permanent position of Corrections Corporal (B31) to Corrections Sergeant (B32);

B. Approve the elimination of the Corrections Corporal Position; and

C. Approve a five percent pay increase for any Officer being reclassified to Corrections Sergeant based on the employee's current rate of pay, not to exceed the maximum of the pay grade.

21. Recommendation Concerning the Human Resources Department Director's Moving Expenses - Charles R. "Randy" Oliver, County Administrator

That the Board approve the reimbursement of reasonable relocation expenses for Thomas G. Turner, Human Resources Department Director, (obtainment of three quotes is required with a \$6,500 limit), including mileage and per diem expenses.

[Funding Source: Fund 001, General Fund, Cost Centers 150101 and 110201]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Greg and Farris Ford Settlement Agreement, Purchase of Property Located at 755 Destin Court on Perdido Key

That the Board take the following action:

A. Authorize the Chairman to execute the attached Settlement Agreement between Escambia County and Greg and Farris Ford; and

B. Authorize the purchase of property located at 755 Destin Court on Perdido Key and authorize execution of all necessary documents concerning this purchase; and

C. Authorize payment of Greg and Farris Ford's attorney's fees.

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3298

Proclamations 6.

BCC Regular Meeting

Meeting Date: 10/04/2012

Issue: Adoption/Ratification 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/ratification of the following three Proclamations:

- A. Adopt the Proclamation proclaiming the month of October 2012 as "Community Planning Month" in Escambia County, Florida, in conjunction with the Celebration of "National Community Planning Month";
- B. Ratify the Proclamation dated September 17, 2012, joining the Englewood Neighborhood Improvement Group, Inc., in recognizing and commending Mrs. Ethel Curry Lindsey for her 45 years of service to the Englewood Neighborhood Improvement Group, Inc., and the citizens of Escambia County; and
- C. Ratify the Proclamation dated September 26, 2012, proclaiming the month of October 2012 as "National Disabilities Awareness Month" in Escambia County and calling upon the citizens of Escambia County to observe this month with appropriate programs, activities, and ceremonies supporting this occasion.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamations

PROCLAMATION

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places. Community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as "National Community Planning Month" throughout the United States of America and its territories; and

WHEREAS, the American Planning Association and its professional institute, the American Institute of Certified Planners, endorse "National Community Planning Month" as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of "National Community Planning Month" gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of Escambia County, Florida; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of Escambia County, Florida, and extend our heartfelt thanks for the continued commitment to public service by these professionals.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, hereby proclaims the month of October 2012 as

"Community Planning Month"

in Escambia County, Florida, in conjunction with the celebration of "National Community Planning Month".

**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: **October 4, 2012**

PROCLAMATION

WHEREAS, Mrs. Ethel Curry Lindsey became involved in a grassroots effort of community like-minded residents in 1965, who became known as the "Englewood Neighborhood Council". This group was active in seeking neighborhood improvements in the following areas: drainage, sewage, sidewalks, street lighting, home rehabilitation, crime prevention, clean-up events, neighborhood pride, and many more issues of concern; and

WHEREAS, Mrs. Lindsey was a key player in getting the Englewood Neighborhood Council incorporated with bylaws and tax-exempt status. The group was renamed "Englewood Neighborhood Improvement Group, Inc."; and

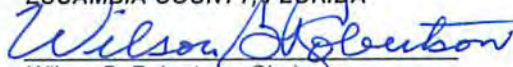
WHEREAS, Mrs. Lindsey has been an active advocate for her community; she served as secretary and, for numerous years, served as president of the Englewood Neighborhood Improvement Group, Inc. One of the major highlights in her 45-year involvement was the fight not to have the Escambia County Jail located directly in the community on "H" Street, but instead having a community center built on this location, so that the children in the community could have a nice place to come together for activities. This was accomplished, and the Englewood Community Center (which is now the Boys and Girls Club) was built and dedicated; and

WHEREAS, Mrs. Ethel Curry Lindsey has served her community as representative in many capacities throughout the years. She served as a volunteer representative to attend the Escambia County Commissioners' Board Meetings and also served as a representative on the following organizations: Community Equity Investments, Inc. (CEII); Escambia County Sheriff's Office Community Relations Unit – Neighborhood Watch Patrol; Escambia County Community Redevelopment Agency; Boys and Girls Clubs of Escambia County; Front Porch of Florida; Council on Aging; and the Community Drug and Alcohol Council; and

WHEREAS, due to health reasons, Ethel Curry Lindsey submitted a letter of resignation on March 15, 2012, to the Englewood Neighborhood Improvement Group, Inc. She has been a great ambassador for her community and has spent countless hours dedicated to the people in the Englewood Community.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners, of Escambia County, Florida, joins the Englewood Neighborhood Improvement Group, Inc., in recognizing and commending Mrs. Ethel Curry Lindsey for her 45 years of service to the Englewood Neighborhood Improvement Group, Inc., and the citizens of Escambia County.

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



Wilson B. Robertson, Chairman
District One

Gene M. Valentino, Vice Chairman
District Two

Marie Young, District Three

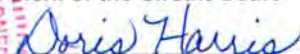
Grover C. Robinson, IV, District Four

Kevin W. White, District Five



ATTEST:

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


Doris Harris
Deputy Clerk

Dated: September 17, 2012

PROCLAMATION

WHEREAS, October is "National Disabilities Awareness Month" in the United States of America; and

WHEREAS, the State of Florida is the fourth-largest state in the United States of America with a population of more than 18.8 million; and

WHEREAS, according to the 2010 Census information, about 15.5 percent of people living in Escambia County have one or more disabilities. There are estimated to be 43,181 disabled people living in Escambia County, and about 23 percent live below the poverty level; and

WHEREAS, in spite of many laws, efforts of governments, private employers, and individuals, the unemployment rate for persons with disabilities remains high when compared to that of persons without a disability; and

WHEREAS, June 1 through November 30 of each year is hurricane season, and these storms pose a special threat to the safety and well-being of persons with disabilities; and

WHEREAS, our goal has been to eliminate barriers to persons with disabilities obtaining meaningful employment, assuring that adequate preparations have been made for their care in times of emergency; and

WHEREAS, we should recognize that members of participating organizations have worked tirelessly to bring to fruition adequate plans and measures to assure that Federal, State, and local governments, as well as other organizations, are prepared to assist Florida's citizens with disabilities in times of emergency and crisis.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the month of October 2012 as

"NATIONAL DISABILITIES AWARENESS MONTH"

in Escambia County and calls upon the citizens of Escambia County to observe this month with appropriate programs, activities, and ceremonies supporting this occasion.

**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



SEAL



Chris Harris
Deputy Clerk

Dated: September 26, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3275

Proclamations 7.

BCC Regular Meeting

Meeting Date: 10/04/2012

Issue: Adoption of Retirement Proclamations

From: Ron Sorrells, Human Resources Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

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

- A. The Proclamation commending and congratulating John Crumel, Corrections Officer, Corrections Department, on his retirement after 23 years of service;
- B. The Proclamation commending and congratulating Abraham Logan, Maintenance Technician, Facilities Management Department, on his retirement after 33 years of service; and
- C. The Proclamation commending and congratulating Anna R. Miller, Senior Building Code Enforcement Official, Development Services Department, on her retirement after 18 years of service.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Retirement Proclamations 100412

PROCLAMATION

WHEREAS, John H. Crumel worked as a County employee very faithfully for 23 years, retiring as a Corrections Officer with the Corrections Department, Road Prison Division.

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

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

**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: October 4, 2012

PROCLAMATION

WHEREAS, Abraham M. Logan worked as a County employee very faithfully for 33 years, retiring as a Maintenance Technician with the Facilities Management Department.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Abraham M. Logan for 33 years of faithful and dedicated service as a County employee.

**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: October 4, 2012

PROCLAMATION

WHEREAS, Anna R. "Becky" Miller worked as a County employee very faithfully for 18 years, retiring as a Senior Building Code Enforcement Official with the Development Services Department, Building Inspections Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Anna R. "Becky" Miller on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Anna R. "Becky" Miller for 18 years of faithful and dedicated service as a County employee.

**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: October 4, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3255

Proclamations 8.

BCC Regular Meeting

Meeting Date: 10/04/2012

Issue: Years of Service Award Recognition

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Years of Service Recognition.

Recommendation: That the Board take the following action concerning years of service recognition:

A. Recognize, with a pin and certificate, Connie A. Oliver, Public Works Department, Administration Division, for her dedication in 35 years of service to Escambia County; and

B. Recognize, with a pin and certificate, Robin F. Lambert, Public Works Department, Administration Division, for her dedication in 35 years of service to Escambia County.

BACKGROUND:

N/A

BUDGETARY IMPACT:

Minimal budgetary impact, with funding available through Cost Center 210401, Object code 54931.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board's Goals and Objectives for the recognition and appreciation of the County's most valuable resource--its employees. BCC Years of Service Award Policy, Section II, C27; Adopted 04/15/2004; Effective 04/15/2004.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3229

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 10/04/2012

Issue: 5:31 p.m. Public Hearing – Vacate a Portion of St. Benedict Avenue

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the Petition to Vacate a portion of St. Benedict Avenue, as petitioned by Pensacola Christian College, Inc.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of St. Benedict Avenue (approximately 0.51 acre), as petitioned by Pensacola Christian College, Inc.:

- A. Approve the Petition to Vacate a portion of St. Benedict Avenue (approximately 0.51 acre), as petitioned by Pensacola Christian College, Inc.;
- 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.

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 requested to be vacated is a partially paved road, which did receive some County maintenance in the past. The County has no deeded or dedicated right-of-way on this portion of St. Benedict Avenue. PCC is requesting that the Board vacate any interest the County may have in that portion of St. Benedict Avenue (approximately 0.51 acre) which lies south of Airport Boulevard. Staff has made no representations to the Petitioner or the Petitioner's agent that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to 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 110 Ramp. The portion of St. Benedict Avenue requested to be vacated is a partially paved road, which did receive some County maintenance in the past. The County has no deeded or dedicated right-of-way on this portion of St. Benedict Avenue. PCC is requesting that the Board vacate any interest the County may have in that portion of St. Benedict Avenue (approximately 0.51 acres) which lies south of Airport Boulevard. Staff has made no representations to the Petitioner or the Petitioner's agent that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to 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 requested that a utility easement be retained over the area requested to be vacated. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Petition to Vacate, the necessary documents will be signed and delivered to the Petitioner or the Petitioner's agent, 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.

Attachments

Petition

Hold Harmless Agreement

Resolution

Notice 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.**

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:

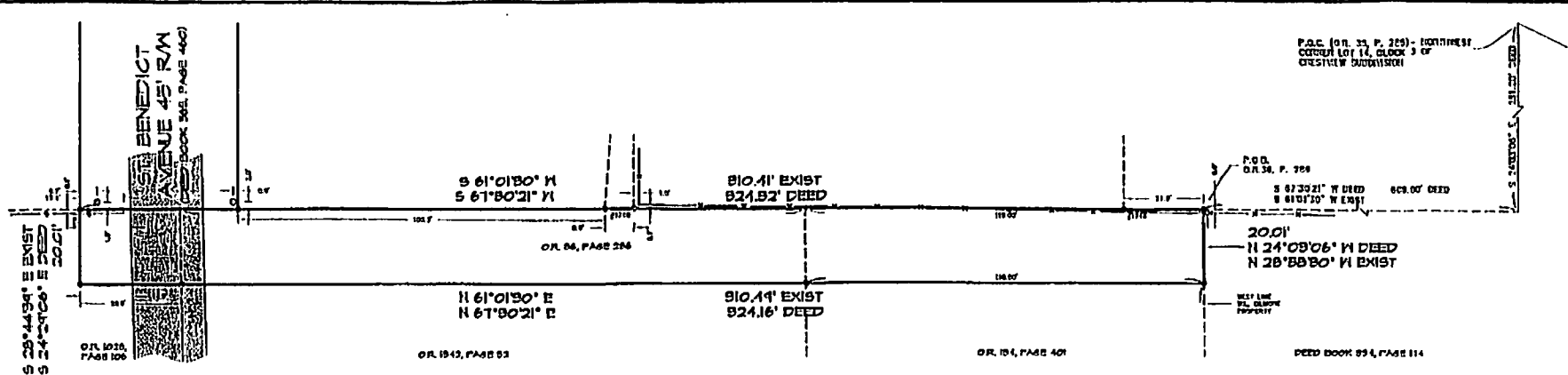
Lisa Dees / Mary Beth Schwartz
(850) 857-4559
Cox Communications
Construction Department
3405 McLemore Dr
Pensacola, FL 32526
(850) 857-4559 Fax: (850) 475-0621
mary.Schwartz@cox.com

Peoples Water Service
Company of Florida, Inc.

905 Lownde Ave.
Pensacola, FL 32507-3023
(850) 455-8552



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



- 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 96, page 206)
 A parcel of land situate, lying and being in the Francisco Videll grant of Section 09, Township 1 South, Range 09 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 along the west line of said subdivision, 291.20 feet to a point, thence North 24 degrees 03'06" West, 408.00 feet to the west line of M.L. Gilmer property, said point being the point of beginning, thence continue South 61 degrees 01'30" West, 224.82 feet, thence South 24 degrees 03'06" East, 20.01 feet, thence North 61 degrees 01'30" East, 224.16 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 09, T-1-S, R-09-W

Measurements made in accordance with United States Standards.

Bearing Reference: NORTH BASED ON DEED CALL FOR SOUTH LINE OF OR 1942, P. 82, T. 09 S. R. 09 W. S. 61°01'30" E

Orderd By: MR. DOB CHANCELL

Elevation Reference: ASCHULTZ

Encroachments: ASCHULTZ

Source of Information: TAX MAPS, PUBLIC RECORDS, SURVEYS BY THIS FIRM, RECORDED PLAT CRESTVIEW SUBDIVISION, D.O.T. 1942, P. 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

PITTMAN, GILAZIE AND ASSOCIATES, INC.
 LAND SURVEYORS
 703 NORTH MIAMI AVENUE
 PENSACOLA, FL 32501
 Phone (850) 434-8888 Fax (850) 434-8881
 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 63-17,050, 63-17,051 and 63-17,052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze
 PSM #5605

Waller J. Glaze
 PSM #8180

SHEET	OF	Scale
1	1	1" = 20'
LD No. 1079		Fbo No. P-9891
NOT VALID UNLESS RETURNED WITH RECORDED SEAL AND SIGNED BY SURVEYOR		Job No. P4522-10
		FD 1419 PG 61-60
		FD PG
		Date of Survey 10-26-10
		Date of Plat 10-27-10
		Date of Revision
		Drawn by PJJ

HOLD HARMLESS AGREEMENT

WHEREAS, PENSACOLA CHRISTIAN COLLEGE, INC., 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(s) 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:

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. Petitioner hereby covenants and agrees that it 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.

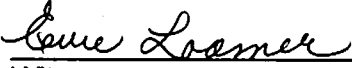
4. Petitioner further hereby agrees to defend, indemnify and hold harmless Escambia County, its agents and employees against any and all liability, claims, suits, actions, debts, damages, losses, costs, charges and expenses, including court costs and attorney's fees which may or might arise because of 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:



Witness

BARRY PHILLIPS
Print name



Witness

EVI E Loomer
Print name

**PENSACOLA CHRISTIAN
COLLEGE, INC.**

By: 

Dr. Troy Shoemaker, President

Date: 7/24/12

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of July, 2012, by TROY SHOEMAKER, as President of Pensacola Christian College, Inc. He is () personally known to me, () produced current Florida/Other _____ driver's license as identification, and/or () produced current _____ as identification.

(Notary Seal must be affixed)



EVIE LOOMER
MY COMMISSION # DD 836297
EXPIRES: February 1, 2013
Bonded Thru Budget Notary Services

Evie Loomer

Notary Public

Print name: EVIE LOOMER

Commission Expires: 2-1-13

Commission Number: DD 836297

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, PENSACOLA CHRISTIAN COLLEGE, INC. has 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:

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.

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, PENSACOLA CHRISTIAN COLLEGE, INC., has caused to be published on _____, A.D., 2012, 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 _____ p.m. on _____ 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; 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 vacated area remaining subject to 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
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, 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.

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:

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.

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

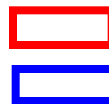
PORTION OF ST. BENEDICT AVENUE

Petitioners: Pensacola Christian College, Inc.



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-3234

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 10/04/2012

Issue: Escambia County Area Transit (ECAT) Disadvantaged Business Enterprise Fiscal Year 2013 Goal

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing concerning the ECAT Disadvantaged Business Enterprise Fiscal Year 2013 Goal.

Recommendation: That the Board take the following action concerning the Escambia County Area Transit (ECAT) Disadvantaged Business Enterprise (DBE) Fiscal Year 2013 Goal:

- A. Conduct the Public Hearing;
- B. Approve the DBE Fiscal Year 2013 Goal of five percent of procurements; and
- C. Authorize ECAT to submit the Fiscal Year 2013 Goal to the U.S. Department of Transportation upon expiration of the 45-day comment period (November 8, 2012).

U.S. Code 49, Code of Federal Regulations (CFR) Parts 23 and 26, require the establishment of an ECAT DBE Program to remedy past and current discrimination against disadvantaged business enterprises, ensure a level playing field, and foster equal opportunity in U.S. Department of Transportation assisted contracts. Essential requirements of the DBE program include the establishment of an annual goal and public participation in the process. This goal applies only to federally-assisted ECAT procurements.

[Funding: Federally assisted ECAT procurements covered by this policy are funded through Fund 104, Mass Transit Operating Fund and Fund 320, Federal Transit Administration (FTA) Capital Projects Fund. These projects are included in the proposed Fiscal Year 2013 Budget and the Program of Projects for Fiscal Year 2013 Federal Grant application. No penalties will occur if this goal is not met.]

BACKGROUND:

U.S. Code 49, Code of Federal Regulations (CFR) Parts 23 and 26, require the establishment of an ECAT DBE Program to remedy past and current discrimination against disadvantaged business enterprises, ensure a level playing field, and foster equal opportunity in U.S. Department of Transportation (DOT)-assisted contracts. Essential requirements of the DBE program include the establishment of an annual goal and public participation in the process. This goal applies only to federally-assisted ECAT procurements.

BUDGETARY IMPACT:

Federally-assisted ECAT procurements covered by this policy are funded through Fund 104, Mass Transit Operating Fund and Fund 320, Federal Transit Administration (FTA) Capital Projects Fund. These projects are included in the proposed FY 2013 budget and the Program of Projects for FY 2013 Federal Grant application. No penalties will occur if this goal is not met.

LEGAL CONSIDERATIONS/SIGN-OFF:

Establishing a DBE goal is a requirement of the FTA and is one of the Certifications and Assurances that the BCC submits annually. Failure to reach goals will have no financial impact upon Escambia County or ECAT. The Florida (state-wide) Standard Certification Program is utilized for this program.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan - Mass Transit Element.

IMPLEMENTATION/COORDINATION:

The public hearing and advertisement of the approved FY 12/13 DBE goal fulfills the requirements of FTA Circular C-4716 and U.S. Code 49, CFR Parts 23 and 26.

Attachments

DBE Goal

**ESCAMBIA COUNTY
ESCAMBIA COUNTY AREA TRANSIT
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
FY2013 GOAL**

TWO STEP GOAL SETTING PROCESS

A. Step One, Base Figure

1. Determine the number of ready, willing and able DBEs available for Escambia County (ECAT) procurements based on the UCP Directory

FY 2012 Numerator = 28

2. Determine the total number of firms available for similar contracting based on the Census Bureau's County Business pattern (CBP) for Escambia and Santa Rosa County data bases:

FY 12 Denominator = 602
Factor = 28/602= 4.65%

B. Step Two, Adjustments

1. Adjust the above goal based on historical information concerning the number of DBEs bidding on EC/ECAT procurements and the total number of firms bidding on ECAT procurements determined from the Escambia County bidders list:

Factor = 0/2173= 0.00%
Adjusted Goal = 5.00%

2. In determining the above adjustment, the following factors will also be taken into consideration

- a. Current DOT assisted procurement projects funded with FTA capital assistance
- b. Historical DBE participation in ECAT contracting opportunities funded with FTA assistance;
- c. Escambia County's long range capital replacement plan indicates that for the next ten years the Capital Replacement Plan includes only procurement of transit vehicles and other with limited DBE participation opportunities, therefore ECAT will use operating budget categories, including Preventive Maintenance and ADA Paratransit costs, to develop an appropriate DBE goal. ECAT will continue however to take steps to increase DBE participation in capital procurements.

3. ECAT FY12 procurement history:

a. Total ECAT procurements =	2,173	
b. ECAT DBE Procurements =	0	0.00%
c. Total FTA funding procurements	\$2,178,945	
d. DBE procurements =	\$0	0.00%

4. **ECAT FY2013 DBE Goal = 5 %**

5. Estimated FY2013 Expenditure Goal

a. Estimated procurements	2,500	
b. Estimated DBE procurements	50	2.00%
c. Estimated FTA procurements	\$2,129,000	
d. DBE Goal procurements	\$106,450	5%
e. Estimated DBE procurements	\$50,000	2.35%

C. Race Neutral Measures

ECAT will meet the maximum feasible portion of its overall goal by using the following race-neutral means of facilitating DBE participation.

EC/ECAT estimates that, in meeting the overall FY13 DBE goal of 5%, ECAT will obtain 5% from race-neutral participation and 0% through race-conscious measures.

The following summary of the ECAT estimated breakout of race-neutral participation. Based on previous ECAT experience with contracting in the various SIC categories, ECAT will:

- a. Ensure that procurements in categories with proven DBE participation will be given wide distribution within the DBE community and specifically to those DBEs that previously bid on similar procurements;
- b. Provide technical assistance to any DBE expressing interest in bidding on any procurement;
- c. Ensure that all prime contractors are aware of DBE requirements for subcontractors.



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-3290 **Clerk & Comptroller's Report** **12. 1.**

BCC Regular Meeting

Meeting Date: 10/04/2012

Issue: Acceptance of Reports

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

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 five Reports prepared by the Clerk of the Circuit Court and Comptroller's Finance Department:

A. The following two Payroll Expenditures:

- (1) Pay Date September 14, 2012, in the amount of \$2,086,814.79; and
- (2) Pay Date September 28, 2012, in the amount of \$2,190,900.10; and

B. The following three Disbursement of Funds:

- (1) September 6, 2012, to September 12, 2012, in the amount of \$4,594,454.69;
- (2) September 13, 2012, to September 19, 2012, in the amount of \$3,432,306.25; and
- (3) September 20, 2012, to September 26, 2012, in the amount of \$234,709.13.

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: September 14, 2012

Check No:	\$0.00
Direct Deposits:	\$1,088,262.30
Total Deductions and Matching Costs:	\$998,552.49
Total Expenditures:	\$2,086,814.79

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL.
2012 SEP 12 P 4: 23
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
 COURT CIVIL
 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: September 28, 2012

Check No: 50021836	\$3,373.81
Direct Deposits:	\$1,166,393.40
Total Deductions and Matching Costs:	\$1,021,132.89
Total Expenditures:	\$2,190,900.10

ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 2012 SEP 26 A 11:52
 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:

09/06/12 to 09/12/12

DISBURSEMENTS

Computer check run of:

09/06/12 and 09/12/12 \$ 4,545,390.56

L-Vendor \$ 0.00

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims \$ 45,426.04

Dental Insurance \$ 0.00

Credit Card Purchases \$ 3,638.09

Total Disbursement by Wire

\$ 49,064.13

TOTAL DISBURSEMENTS

\$ 4,594,454.69

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 SEP 12 P 4: 28
 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:

09/13/12 to 09/19/12

DISBURSEMENTS

Computer check run of:

<u>09/19/12</u>	\$ <u>3,295,994.79</u>
<u>L-Vendor</u>	\$ <u>73,650.74</u>

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Elected Official	\$ <u>24,856.00</u>
Preferred Governmental Claims	\$ <u>22,865.33</u>
Credit Card Purchases	\$ <u>14,939.39</u>

Total Disbursement by Wire

\$ 62,660.72

TOTAL DISBURSEMENTS

\$ 3,432,306.25

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.
 THE BOARD OF
 COUNTY COMMISSIONERS
 2012 SEP 20 P 2:23



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:

09/20/12 to 09/26/12

DISBURSEMENTS

Computer check run of:

	\$ 0.00
L-Vendor	\$ 0.00

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ 160,952.91
Credit Card Purchases	\$ 73,756.22

Total Disbursement by Wire

\$ 234,709.13

TOTAL DISBURSEMENTS

\$ 234,709.13

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 SEP 27 A 10:59
 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-3292

Clerk & Comptroller's Report 12. 2.

BCC Regular Meeting

Meeting Date: 10/04/2012

Issue: Acceptance of Documents

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. The *Escambia/Pensacola SHIP Program Annual Report (July 1, 2011 - June 30, 2012)*, as executed by the County Administrator on August 29, 2012, based on the Board's April 8, 2010, adoption of the State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan, and received in the Clerk to the Board's Office on September 11, 2012;

B. *Amendment #2 Interlocal Agreement CDBG Disaster Recovery (2008 Storms)* between the County and Emerald Coast Utilities Authority, as executed by the Chairman on September 17, 2012, based on the Board's action of September 1, 2011, approving Amendment #1 to the Interlocal Agreement for CDBG Disaster Recovery Enhancement Funds for the Lakewood Sanitary Sewer Improvements Project and authorizing the Chairman or Vice Chairman to execute the Amendment and all related documents as required to implement the Project, as received in the Clerk to the Board's Office on September 17, 2012; and

C. A copy of the Oath of Office for Escambia County Health Facilities Authority Member Michael S. Kohler, for a term commencing August 22, 2012, to August 21, 2016, which was filed with the Florida Department of State, Division of Elections, on September 14, 2012, as received in the Clerk to the Board's Office on September 17, 2012.

Attachments

CR I-2

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-9. Approval of Various Consent Agenda Items – Continued

6. Approving the *Special Event Permit Application* for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, in conjunction with outdoor activities being held by the Relay for Life, sponsored by the American Cancer Society, at the Tate High School Stadium, located at 1771 Tate Road, Cantonment, Florida, from 6:00 p.m., Friday, April 30, 2010, to 12:00 p.m. (noon), Saturday, May 1, 2010.
7. Approving the updated Escambia County Hurricane Evacuation Zones, as delineated on the map, as a result of the State of Florida's effort to update the 1999 Northwest Florida Hurricane Evacuation Study.
8. Authorizing the scheduling (*and advertising*) of a Public Hearing for April 22, 2010, at 5:31 p.m., for consideration of (*adopting an Ordinance*) amending Article I, Chapter 10, Sections 10-3 and 10-16, of the Escambia County Code of Ordinances; this amendment to the Cruelty to Animals provision of the proposed Ordinance provides for definition and restrictions on tethering animals.
9. Taking the following action regarding the Escambia/Pensacola 2011-2013 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan:
 - A. Adopting a Resolution (*R2010-59*) adopting the Escambia/Pensacola 2011-2013 SHIP Local Housing Assistance Plan, including SHIP-financed, affordable housing strategies, specified eligibility and beneficiary definitions, average and maximum SHIP award limitations, fiscal and administrative provisions, description of affordable housing incentives, annual program service delivery goals, and required SHIP certifications;
 - B. Approving the SHIP Program Interlocal Agreement with the City of Pensacola providing for joint implementation and administration of the Escambia/Pensacola SHIP Program and the Escambia/Pensacola Local Housing Assistance Plan; and
 - C. Authorizing the Chairman and/or Interim County Administrator, as appropriate, to execute all documents required to submit, receive, and implement the SHIP Local Housing Assistance Plan and all related activities.





**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 09-11-2012

TO: Doris Harris, Deputy Clerk
BCC: 04-8-2010
CAR I-9 Escambia/Pensacola SHIP Program Annual Report (2011/2012)

Please Initial and Date
Below on Line Provided

JW 9-11-12

Judy Witterstaeter, Program Coordinator, County
Administration

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

Thank you.

dch

Doris Harris, Deputy Clerk

ESCAMBIA COUNTY
CLERK OF DISTRICT COURT
ESCAMBIA COUNTY, FL.
SEP 11 PM 3:32

Return This Cover Page & Documents (as applicable) to Judy Witterstaeter

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)

MEMORANDUM



Neighborhood Enterprise
Foundation, Inc.
Post Office Box 18178
Pensacola, Florida
32523-8178
Phone 850-458-0466

TO: Ms. Judy Witterstaeter, County Administrator's Office

From: Randy Wilkerson, NEFI

Date: September 13, 2012

RE: **Amendment #2 to the Interlocal Agreement with Emerald Coast Utilities Authority for the Lakewood Sanitary Sewer Improvements Project (Ref: 9/1/11 BCC-Budget Finance Agenda Item #7 & 7/8/10 BCC-Budget Finance Agenda Item #25)**

Judy, attached please find THREE (3) originals of the above noted Amendment #3 to the ECUA Interlocal Agreement for Lakewood Sewer Improvements which have been approved by Kristin in Legal and that *have been executed by ECUA*. **All three should be countersigned by the Chairman and attested at the tabbed locations.** Once the Chairman signs the amendment, please return at least one of the originals to me for distribution to ECUA.

The agreement, as well as Amendments #1, authorize the Chairman and ECUA to mutually execute Amendments providing for budget revisions that do not exceed 10% of the funding provided through the agreement. This Amendment #2 falls under this provision and has been approved by Kristin with this understanding. The sole purpose for the amendment is to move residual funds in order to prepare for closeout of the CDBG Disaster Grant.

As always, I appreciate all of your help with this. Thanks.

✓ For signature - NOT A BCC Item (RW)



ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

Capital Finance Solutions for Non-Profit Health Facilities

September 17, 2012

Hon. Ernie Lee Magaha
Escambia County Clerk of Court
& Comptroller
Attn: Doris Harris
221 Palafox Place Room 130
Pensacola, FL 32502

ERNEE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL.
2012 SEP 17 P 3:54
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

Re: Oath of Office for Board Member Michael S. Kohler

Dear Mr. Magaha:

Enclosed for your records is a copy of the Oath of Office for the new Health Facilities Authority Board Member Michael S. Kohler. The original has been filed with the Florida Department of State, Division of Elections, as required by law.

Please let me know if you need any additional information.

Sincerely yours,

Paula G. Drummond
Executive Director

PGD:dl

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

1019 N. 12th Avenue • Pensacola, FL 32501

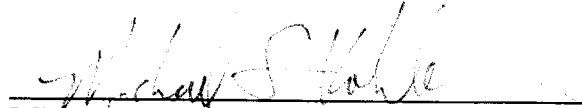
Mailing Address:
P.O. Box 2667
Pensacola, FL 32513-2667

(850) 432-7555
(850) 433-8845 fax

OATH OF OFFICE

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

I DO SOLEMNLY SWEAR that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will faithfully perform the duties of Member of the Escambia County Health Facilities Authority on which I am now about to enter, so help me God.

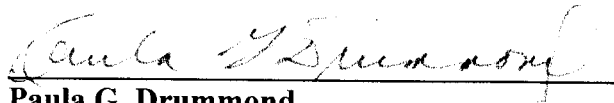


Michael S. Kohler

The foregoing was acknowledged before me on this 14th day of September, 2012 by Michael S. Kohler who is personally known to me and who did take an oath.



PAULA G. DRUMMOND
MY COMMISSION # DD 889726
EXPIRES: September 6, 2013
Bonded Thru Budget Notary Services




Paula G. Drummond
My Commission Expires: 9/06/2013

* * * *

**Florida Department of State
Division of Elections
Tallahassee, FL**

**Hon. Ernie Lee Magaha
Clerk of Court for Escambia County, FL
Pensacola, FL**

By my signature affixed hereto on this 14th day of September, 2012, I accept this office of Member of the Escambia County Health Facilities Authority for a term commencing August 22, 2012 to August 21, 2016. The above is the oath taken by me.



Michael S. Kohler
1800 N. Reus Street
Pensacola, FL 32501



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-3294 **Clerk & Comptroller's Report** **12. 2.**

BCC Regular Meeting

Meeting Date: 10/04/2012

Issue: Minutes and Reports

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

- A. Approve the Minutes of the Second Public Hearing - Fiscal Year 2012-2013 County-wide Budget held September 25, 2012;
- B. Approve the Minutes of the Regular Board Meeting held September 17, 2012;
- C. Approve the Minutes of the Attorney-Client Session held September 17, 2012;
- D. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 17, 2012; and
- E. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held September 13, 2012.

Attachments

CR I-3

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD SEPTEMBER 17, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:00 a.m. – 10:59 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
Commissioner Marie K. Young, District 3
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

1. FOR INFORMATION: The agenda package for the 5:30 p.m., September 17, 2012, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, County Attorney Rogers, County Administrator Oliver, Amy Lovoy, Director, Management and Budget Services Department, and David Wheeler, Director, Facilities Management Branch, Public Works Department, reviewed the agenda cover sheet, and Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, commented concerning Item 7;
 - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
 - C. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, County Administrator Oliver, David Musselwhite, Manager, Information Technology, and Gordon C. Pike, Director, Corrections Department, reviewed the County Administrator's Report, and Terry Scruggs, Interim Vice President of Tourism, Pensacola Bay Area Chamber of Commerce, presented a PowerPoint Presentation concerning Item III-2;
 - D. County Attorney Rogers reviewed the County Attorney's Report; and
 - E. Commissioner Robinson reviewed his add-on item.

AGENDA WORK SESSION: September 17, 2012

NAME

DEPARTMENT/AGENCY

1	Patty Sheldon	Clerk & Comptroller Finance
2	Doris Harris	Clerk to the Board
3	Charles R. Oliver	County Administrator
4	George H. Witterlatch	CAO
5	Wilson Robertson	BCC
6	Gene Volletto	BCC
7	Marie Maung	BCC
8	Sam C. Allen	BCC
9	Ken W. White	BCC
10	Carlson Rogers	City Atty
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AGENDA WORK SESSION: September 17, 2012

NAME

DEPARTMENT/AGENCY

1	DANIEL GARDNER	FACILITIES MET
2	Jerry Sturgeon	VIST PENNSACOLA
3	Ang Lovoy II	MBS
4	Cam Johnson	PIO
5	Dorinda Barber	
6	LOYD KERR	DSO
7	Chris Kirchenfeld	C&E
8	Dana Jacobs	BCC Dits
9	Nate Monroe	PNJ
10	Cathy Brown	TRAFFIC
11	Brandi Ziglar	PIO
12	Kathleen Castro	PIO
13	Cam Johnson	PIO
14	DAVID Musselwhite	IT
15	Claudia Simon	Shel
16	Mike Weaver	PS
17	Bob Dri	unintelligible
18	Pat Johnson	DSW
19	Diane Simpson	Regal
20	Sam Kishner	BCC-2
21	unintelligible	EAGANTRE@GMAIL.COM
22	Wes Moreno	P/W
23	Kandy Wilcerson	NEFT
24	unintelligible	CiE
25	Becky Arlotta	BCC D4
26	Maureen Brannell	BCC P1
27	Michael Williams	RISK
28	Debra Taylor	m & B
29	LARRY Newson	ACA
30	Dottie Dubuissin	citizen

AGENDA WORK SESSION: September 17, 2012

NAME

DEPARTMENT/AGENCY

1	NAME	DEPARTMENT/AGENCY
2	Carol Jones	Community Affairs
3	Susan Holt	SWM/CEP/P&R
4	Matt Mooneyham	PW/Eng
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REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD SEPTEMBER 13, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:03 a.m. – 12:07 p.m.)

Present: Commissioner Wilson B. Robertson, Chairman, District 1
Commissioner Grover C. Robinson IV, District 4
Commissioner Kevin W. White, District 5
Commissioner Marie K. Young, District 3
Lisa N. Bernau, Chief Deputy Clerk,, representing the
Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller
Charles R. "Randy" Oliver, County Administrator
Alison Rogers, County Attorney
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Gene M. Valentino, Vice Chairman, District 2

AGENDA NUMBER

1. Call to Order

Chairman Robertson called the Committee of the Whole (C/W) to order at 9:03 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on September 8, 2012, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule September 10-September 14, 2012, Legal No. 1575828.*

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Escambia County Corrections Master Plan – Carter Goble Lee

A. Board Discussion – The CW viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Final Report Escambia County Corrections Master Plan*, presented by Stephen A. Carter, the *Executive Summary* of which includes the following three-stage process for a strategic capital plan:

(1) Stage 1: Balancing the System

- (a) The statutorily mandated Public Safety Coordinating Council was created to encourage the coordination of initiatives between criminal justice agencies and could provide evidence-informed reviews of a variety of alternative programs that are achievable and sustainable in Escambia County; the comprehensive system-balancing exercise should evaluate existing programs from a perspective of public safety, cost-benefit, and appropriateness to reduce the demand for incarceration;
- (b) A critical part of the capital plan is an assumption that the County will fully utilize existing physical resources before creating new bedspaces; to do so means adjusting current policies to make maximum use of the Road Prison and the Work Release Facility; both are currently used at less than half of their capacity; to fully utilize these available resources changes in both policies and practices will be necessary; doing so will demonstrate a commitment to balancing the system that will extend the reach towards even more options for more cost-effective management of the criminal justice system;
- (c) Regardless of the outcome of a system balancing initiative, the conditions of the Main Jail require immediate attention to the effects that several tropical storms and hurricanes, the age of doors, locks, and security equipment have exacerbated; further delays in the funding of extensive repairs will only increase the high cost to staff and maintain the facility; at least \$12 million of the estimated \$34 million should be spent during Stage 1 to maintain a safe environment for staff and inmates; and

(Continued on Page 3)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(1) Continued...

(d) This renovation of the Main Jail should begin during the 2012-2018 (Stage 1) timeframe; to maintain cost as low as possible for the initial repairs, the inmates should be relocated to another facility, allowing the contractors free access to all floors for repairs; to relocate inmates housed in Phase 1 of the Main Jail requires a major decision for the County (*which*) will be whether to develop temporary housing for inmates that would best be relocated while repairs are undertaken; two options are available; the first is to alter policies and practices (addressed above) to fully occupy the 350 vacant bedspaces at the Road Prison and the Work Release Facility; the second option would be to lease or purchase low-cost pre-fabricated housing structures and relocate inmates temporarily in these units; this capital cost could range from zero to approximately \$3 million, depending upon the use of the Road Prison and Work Release Facility or the use of constructed temporary housing;

(2) Stage 2: Initial Construction of New Bedspaces

(a) Stage 2 represents the first expenditure of capital funds to create new bedspaces; assuming that the property west of the Main Jail is purchased in Stage 1, construction of the initial 256 beds of a new facility should be completed between 2018-2029; the central core of this new construction should be designed to accommodate the needs of 544 total new bedspaces (Stages 2 and 3), as well as support the requirements of the 294 inmates that will remain in Phase 2 of the Main Jail; and

(b) During the 2018-2029 timeframe, the County should continue to monitor the progress in maintaining a commitment to State 1 alternatives to incarceration and the changes in the average daily population of the system; based upon these outcomes, the County should decide if Phase 1 of the Main Jail can be demolished and negate the need for spending additional funds to continue the renovation of the Main Jail

(Continued on Page 4)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(3) Stage 3: Complete Construction of New Bedspaces

- (a) Ultimately, the need for the final 288 new bedspaces will be driven by four factors: 1) lack of success in fully utilizing all available bedspaces; 2) the closure of Main Jail Phase I beds due to conditions of confinement; 3) the inability to develop and sustain effective alternative programs; and 4) a return to the growth trends reflected in past years; any one of these variables could require the need for additional bedspaces, but a combination of all four could mean the need for more than 1,000 new bedspaces;
- (b) A measured approach to the implementation of Stage 3 would appear to be the only feasible approach since, without a special bond referendum exclusively to fund additional jail needs, the County will have to wait until 2017 to understand the will of the citizens to fund additional jail construction; and
- (c) Based on current projections, the County could require a second addition of 288 bedspaces by 2030; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. RESTORE Act Settlement Funds

A. Board Discussion – The CW:

- (1) Viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *RESTORE Advisory Committee*, presented by County Administrator Oliver, which outlines the options for either a seven-member or nine-member Committee, and the following Committee selection process and schedule:
 - (a) The Agenda Coordinator will post a public notice of interest in the first week of November for individuals desiring to serve on the Committee;
 - (b) Commissioners will submit their nominees by the first Meeting in January (2013) for final action;
 - (c) The RESTORE (*Advisory*) Committee shall present a priority of work within six months after the appointment of the Committee members;
 - (d) The Committee will make its presentation in public to the BCC at a Special Meeting of the Board in July 2013; and
 - (e) The BCC will then make a decision regarding the best use of those funds to benefit the diverse interests of the community; and
- (2) Was advised by County Administrator Oliver that he recommends the Committee appointments not be made until December 2012, because the new Commission will receive the (*Committee's*) recommendation in July 2013, and, based on the Commissioners' input, he will modify the Committee composition and bring a proposal forward to the September 17, 2012, Regular Board Meeting, when Commissioner Valentino will be present, to obtain a consensus

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. State and Federal Legislative Requests

A. Board Discussion – The CW:

(1) Discussed the following four Legislative Requests, presented by County Administrator Oliver:

(a) Issue/Project: Special Assessments for Business Districts – not a funding request

Background/Summary: In addition to home rule powers, municipalities are authorized to levy and collect Special Assessments pursuant to Chapter 170, Florida Statutes, which provides a supplemental and alternative method for making certain municipal improvements; Special Assessments imposed under the aforementioned law may only be levied against benefited properties for specifically enumerated purposes set forth in Chapter 170.01, Florida Statutes; to establish such a district, the law requires approval by a majority of the affected property owners, and the adoption of a Resolution setting forth specific findings to include the nature of the improvements or projects, the boundaries of the district, and the manner in which the assessments shall be made; see Chapter 170.03, Florida Statutes; the Resolution must also designate the "specially benefited" parcels upon which the assessments shall be levied to exclude any residential properties within the district or other properties otherwise exempted from ad valorem taxation; we propose to change the legislation to allow for creation by majority vote of the Elected Officials of the City or County and to allow funding for any services not provided in other parties of the City or County (i.e. lifeguards)

(b) Issue/Project: Public/Private Partnerships – not a funding request

Background/Summary: Modify State Statute to allow local governments to enter into Construction Public/Private Partnerships; this legislation was considered during the last legislative session but died for reasons we believe were unrelated to the merits of the bill

(Continued on Page 7)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

A. Continued...

(1) Continued...

(c) Issue/Project: Medicaid Eligibility – not a funding request

Background/Summary: Currently the address for funding Medicaid recipients is based on the applicants' claimed address, without verification; historically, addresses have included post office boxes, business establishments (i.e. the mall), cemeteries, and hospitals; we seek to have the legislation require a driver's license, state identification card, or the same supporting documentation to acquire those items; this will ensure that counties are only paying for individuals that properly reside within the County's borders

(d) Issue/Project: Rental Car Tax – not a funding request

Background/Summary: Florida Statutes, § 212.0606, establishes a statewide "rental car surcharge"; a surcharge of \$2.00 per day or any part of a day is imposed upon the lease or rental of a motor vehicle licensed for hire and designed to carry less than nine passengers; the surcharge applies to only the first 30 days of the term of any lease or rental; the surcharge is subject to all applicable taxes imposed by this Chapter

(2) Was advised by Commissioner Robertson that staff should proceed with Items (a) through (c), and hold Item (d) for input from Commissioner Valentino; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Turtle Lighting Ordinance

A. Board Discussion – The CW:

- (1) Viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Marine Turtle Lighting and Protection Ordinance Discussion*, presented by Timothy R. “Tim” Day, CFM, which reflects the following:
 - (a) Escambia County is one of the last coastal Florida counties with nesting marine turtles to adopt a barrier island lighting Ordinance;
 - (b) Lighting on the barrier islands currently produces direct illumination on the beach, or a cumulative "glow" that attracts hatchling turtles inland instead of into the Gulf;
 - (c) Beaches in Escambia County average 39 turtle nests per year and, without volunteer assistance, hatchlings move north and perish;
 - (d) The proposed Ordinance is modeled after Walton County's Ordinance, which requires fully shielded light fixtures, or lower wattage bulbs, or yellow-amber bulbs, while maintaining sufficient light for human health and safety, applies to all new construction, and requires existing developments to become compliant by January 1, 2015;
 - (e) Examples of existing structures on the barrier islands that are fully compliant include Margaritaville, Sans Souci (*Condominium*), and Ft. Pickens Road on Pensacola Beach, and Needle Rush Point (*Condominium*) on Perdido Key; and
 - (f) To minimize potential harm to nesting turtles, driving on the beach should be limited to emergency, law enforcement, and permitted wildlife monitoring personnel, and all temporary structures, such as tents/beach lounges, should be removed or stacked from sunset to sunrise; and
- (2) Heard the request from Commissioner Robertson that the proposed Ordinance apply only to new development, and not include a requirement for existing developments to retrofit; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. Land Development Code Rewrite

A. Board Discussion – The CW viewed and discussed a PowerPoint Presentation entitled *Land Development Code Board of County Commissioners Questions September 13, 2012*, presented by T. Lloyd Kerr, Director, Development Services Department, and the CW:

- (1) Was advised by Dan Gilmore, Chairman, Land Development Code (LDC) Rewrite Committee (*Land Development Code Citizen Advisory Committee, as established by Resolution R2010-81*), that:
 - (a) Since Escambia County's LDC must comply with its Comprehensive Plan, he would like to suspend the Committee, prepare a new Comprehensive Plan, to the State's minimum standards, then rewrite the LDC;
 - (b) The LDC is intended to implement the Comprehensive Plan; however, because the LDC has been "piecemealed" over the past four or five years, it needs to be revised and updated so that it is a comprehensive document; and
 - (c) County staff will neither accept, nor give the Committee the ability to make, the changes the Committee believes should be considered;
- (2) Was advised by Mr. Kerr that:
 - (a) The Comprehensive Plan items in question are School Concurrency and Traffic Concurrency, as they relate to State actions that relinquished control of those issues to local governments, and staff seeks direction relative to the School Concurrency Interlocal Agreement, Traffic Concurrency, and the Santa Rosa Island Authority's Plans Review and Approval process;
 - (b) It is important to maintain School Concurrency because those who consider locating to Escambia County will place a high priority on the school system and whether a mechanism is in place to meet demand;

(Continued on Page 10)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. Continued...

A. Continued...

(2) Continued...

(c) The Committee has reviewed Chapters 1, 2, and 3, and a portion of Chapter 6, and provided its comments to Griffin Vickery, the staff person assigned to this project, and staff has made the revisions based on those comments;

(d) Review of Articles 4 and 5 is pending; however, staff will meet the timeline to provide the documents to the Planning Board;

(e) Staff disagrees with and is not making some of the changes recommended by the Committee, either because staff does not believe the changes are in the County's best interest or the changes might be in contradiction with Florida Statutes or the Comprehensive Plan; and

(f) The Committee was established by the Board as an Advisory Committee, and was not tasked with writing the LDC, which is staff's job; however, it is the Board's prerogative to relinquish that responsibility to the Committee if the Board so desires;

(3) Heard the suggestion from Commissioner Robertson that the Board eliminate School Concurrency from the Comprehensive Plan, with a caveat that the School District write a letter stating that it has met with representatives of the Committee or the Sector Plan group and that their planners have reviewed and accept the sites allocated within the Sector Plan for school facilities;

(Continued on Page 11)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. Continued...

A. Continued...

- (4) Was advised by Shawn Dennis, Assistant Superintendent of Operations for the School District, that:
 - (a) The Superintendent of Schools will not support elimination of School Concurrency from the Comprehensive Plan because there are needs, predominantly in the north end of the County, in the growth corridor, and capacity issues and constraints on the extreme west side of the County, and a significant development, such as the Sector Plan, would dramatically impact the District's ability to support sound educational processes at the existing sites; and
 - (b) The existing concurrency document includes several mitigation methods, one of which is land in lieu of cash, to which the School District is not averse;
- (5) Upon inquiry from Commissioner Robertson, was advised by Mr. Gilmore that his group has not met with the School Board regarding this issue; however, he will be meeting with Bill Slayton, Chairman, District School Board, next week;
- (6) Was advised by Larry M. Newsom, Assistant County Administrator, that Traffic Concurrency determines whether a development pushes a roadway over capacity; however, Concurrency, in his opinion, does not direct growth elsewhere;
- (7) Was advised by Paolo Ghio, Director of Development Services, Santa Rosa Island Authority (SRIA), that he has met with Mr. Newsom, Mr. Kerr, the Chairman of the SRIA, and it is agreed that all new residential or commercial development should begin with the County, then SRIA's Development Services Department should be treated as a department of the County to perform its review of the plans, which will then be returned to the County; and

(Continued on Page 12)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. Continued...

A. Continued...

(8) Was advised by Dave Pavlock, Chairman, SRIA Board, that the SRIA is prepared to work with the County to streamline the review process and expedite as many processes as possible; and

B. Board Direction – None.

8. County Administrator's Contract

A. Board Discussion – The CW was advised by Chairman Robertson that discussion concerning the County Administrator's Contract was dropped; and

B. Board Direction – None.

9. Adjourn

Chairman Robertson declared the CW Workshop adjourned at 12:07 p.m.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3231

Growth Management Report 12. 1.

BCC Regular Meeting

Meeting Date: 10/04/2012

Issue: Review of Rezoning Cases heard by the Planning Board on September 10, 2012

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case(s) heard by the Planning Board on September 10, 2012

That the Board take the following action concerning the rezoning cases heard by the Planning Board on September 10, 2012:

- A. Review and either adopt, modify, overturn or remand the Planning Board's recommendations for Rezoning Cases Z-2012-09, Z-2012-18, Z-2012-19, Z-2012-20, and Z-2012-21, or remand the cases back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. **Case No.:** **Z-2012-09**
Address: 2006 Border St
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
Planning Board Recommendation: Denial
Speakers: Buddy Page, Bob Kerrigan, Earl Rhodes

2. **Case No.:** **Z-2012-18**
Address: 1011 Perdido Rd
Property Reference No.: 09-1N-31-1000-331-003

Property Size: 1 (+/-) acres
From: VR-1, Villages Rural Residential District (one unit per 4 acres)
To: VR-2, Villages Rural Residential District (one unit per .75 acres)
FLU Category: MU-S, Mixed Use Suburban
Commissioner District: 5
Requested by: David Crowder, Owner
Planning Board Recommendation: Approval
Speakers: David Crowder

3. Case No.: Z-2012-19

Address: 5603 N. W St
Property Reference No.: 44-1S-30-1105-000-001
Property Size: 1.1 (+/-) acres
From: R-6, Neighborhood Commercial and Residential 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: C, Commercial
Commissioner District: 3
Requested by: Larry Richardson, Agent for Gerald W. Adcox, Owner
Planning Board Recommendation: Approval
Speakers: Larry Richardson

4. Case No.: Z-2012-20

Address: 120 Cummings Rd, 100 Oleander St.
107 Oleander St, 111 Oleander St, 115 Oleander St
Property Reference No.: 35-1S-30-9000-000-015, 35-1S-30-9002-003-005,
35-1S-30-9002-006-005, 35-1S-30-9002-009-005,
35-1S-30-9002-004-005
Property Size: 3.7 (+/-) 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: Jesse W. Rigby, Agent for Pensacola Christian College
Planning Board Recommendation: Approval
Speakers: Jesse Rigby, Ken Horne, Ms. Middleton

5. **Case No.:** **Z-2012-21**
Address: 4100 W Fairfield Dr
Property Reference No.: 15-2S-30-6200-090-005
Property Size: .33 (+/-) acres
From: R-2, Residential District (cumulative)
C-1, Retail Commercial District (cumulative)
To: C-1, Retail Commercial District (cumulative)
FLU Category: C, Commercial
Commissioner District: 2
Requested by: Oanh Tran, Agent for Raymond Ayers, Owner
Planning Board Approval
Recommendation:
Speakers: Oanh Tran

BACKGROUND:

The above cases were owner initiated and heard at the September 10, 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 requests.

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2012-09

Z-2012-18

Z-2012-19

Z-2012-20

Z-2012-21

Z-2012-09

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1 Z-2012-09
 2
 3 Applicant: Wiley C. "Buddy" Page, Agent for Rick Evans Contracting
 4 Address: 2006 Border St
 From: R-5, Urban Residential/Limited Office District,
 5 (cumulative) High Density and ID-1, Light Industrial District (cumulative) (no residential uses allowed)
 6 To: ID-1, Light Industrial District (cumulative) (no residential uses allowed)
 7
 8
 9 MR. BRISKE: Our next case is a remanded case.
 11:08AM 10 It's Case Z-2012-09, remanded from the Board of County Commissioners on 6/28/12. The applicant/agent is Mr. Buddy Page, agent for Rick Evans Contracting. This is 2006 Border Street from and R-5, Urban Residential to an ID-1, Light Industrial District.
 11:08AM 15
 16 Members of the Board, once again I'll ask about ex parte communication. If there has been any ex parte communication between the agents, attorneys, witnesses, Planning Board members or members of the public. Also disclose if you have visited the subject property, and also please disclose if you're a business associate or relative of any of the parties. And we'll start with Ms. Oram.
 11:08AM 20
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 24
 11:09AM 25 MS. ORAM: No to all.
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 MS. HIGHTOWER: No to all.
 2 MR. GOODLOE: No to all, except I have visited
 3 the site.
 4 MR. BRISKE: Okay.
 11:09AM 5 MR. WOODWARD: No to all.
 6 MR. BRISKE: The Chairman, no to all.
 7 MR. TATE: No to all.
 8 MS. DAVIS: No to all.
 9 MR. BRISKE: Mr. Wingate.
 11:09AM 10 MR. WINGATE: No, except I have visited the
 11 site.
 12 MS. SINDEL: No to all, but I have visited the
 13 site.
 14 MR. BRISKE: Thank you. Staff, was notice of
 11:09AM 15 the hearing sent to the interested parties?
 16 MS. CAIN: Yes, it was.
 17 MR. BRISKE: And was that notice of hearing
 18 also posted on the subject property?
 19 MS. CAIN: Yes, it was.
 11:09AM 20 MR. BRISKE: If you'll just refresh our memory
 21 with the maps and the photography before we get into
 22 the testimony.
 23 MR. LEMOS: Juan Lemos, Escambia County
 24 planner. Once again, this is rezoning Case 2012-09
 11:09AM 25 at 2006 Border Street. Their request from R-5 to
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91

1 ID-1, Light Industrial District. This is our
 2 locational map, wetlands map. This is our 500 foot
 3 zoning map showing this parcel with R-5 and ID-1.
 4 This is the future land use map, Mixed Use Urban.
 11:10AM 5 This is our existing land use map. This is a map
 6 for the CRA. This is an aerial photograph of the
 7 parcels in question. This is the sign, the public
 8 notice sign placed on site. This is looking toward
 9 the southwest on Border Street. Looking west across
 11:10AM 10 the parcel. Looking toward the northeast from the
 11 parcel. Looking east onto the site, onto the
 12 parcel. Once again, looking northeast. Looking
 13 toward the northwest across from the parcel. And
 14 looking towards the southwest. This is a 500 foot
 11:11AM 15 radius map from the Escambia County Property
 16 Appraiser. And this is our 500 foot mailing list.
 17 MR. BRISKE: Board members, any questions on
 18 the maps or photography? And that's a good one to
 19 leave up. Let's leave that up.
 11:11AM 20 MR. TATE: I do have a question. Mr. Chairman.
 21 MR. BRISKE: Yes, sir.
 22 MR. TATE: In regards to this particular piece
 23 of property, are we once again dealing with a split
 24 parcel?
 11:11AM 25 MS. CAIN: Yes, sir.
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92

1 MR. TATE: So you have a portion of it that's
 2 already ID-1 and a portion of the same parcel that
 3 is is R-5?
 4 MS. CAIN: Yes.
 11:12AM 5 MR. BRISKE: Staff affirmatively said yes.
 6 Make sure you speak up.
 7 Any other questions on the maps or photography?
 8 MR. WOODWARD: What about that little triangle
 9 in there between the red, on the west, and the
 11:12AM 10 proposed - what's going to happen to that?
 11 MS. CAIN: That's not part of - where the hand
 12 is?
 13 MR. WOODWARD: Yes, where the hand is.
 14 MR. LEMOS: That's not part of this, of the
 11:12AM 15 parcel.
 16 MR. WOODWARD: So nothing is going to happen to
 17 it?
 18 MR. LEMOS: No.
 19 MR. WOODWARD: It will stay R-5, stuck down in
 11:12AM 20 there?
 21 MR. LEMOS: Yes, sir.
 22 MR. BRISKE: Any other questions on the map?
 23 Okay. Mr. Page.
 24 MR. TATE: Can we go to the aerial of that so
 11:12AM 25 we see that on the aerial? That piece of property
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93

1 is just –

2 MR. BRISKE: Is that a retention pond?

3 MR. LEMOS: This, right here.

4 MR. TATE: A portion of it's the roadway.

11:13AM 5 MR. JONES: It's the right-of-way.

6 MR. TATE: It's mainly pavement.

7 MS. DAVIS: Is that owned by the County? I

8 mean you can't tell. It doesn't look like a plot.

9 MR. WOODWARD: That's the one you're talking

11:13AM 10 about where you have the –

11 MS. CAIN: It's not the subject parcel.

12 MR. JONES: We believe it's County

13 right-of-way, which is not part of the parcel in

14 question.

11:13AM 15 MS. DAVIS: We understand.

16 MR. WOODWARD: Looks like there's some phantom

17 streets in there, too.

18 MR. BRISKE: Okay. Any other questions on

19 that? I mean, we can go into more detail once Mr.

11:13AM 20 Page is presenting his case, but we can come back to

21 it if we need to.

22 All right. Mr. Page, please be sworn in, sir.

23 (WHEREUPON, Mr. Page was sworn).

24 MR. BRISKE: Mr. Page, please state your full

11:14AM 25 name and address for the record.

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94

1 MR. PAGE: Wiley Page, 5337 Hamilton Lane,

2 Pace, Florida.

3 MR. BRISKE: Thank you, sir. Have you received

4 the Staff's Findings-of-Fact and the rezoning

11:14AM 5 hearing package?

6 MR. PAGE: Yes, I have.

7 MR. BRISKE: You know it's been remanded back.

8 And you understand that you have the burden to

9 provide substantial competent evidence that this

11:14AM 10 rezoning is consistent with the Comprehensive Plan,

11 furthers the goals, objectives and policies of the

12 Comprehensive Plan, and is not in conflict with the

13 Land Development Code?

14 MR. PAGE: Yes, I do.

11:14AM 15 MR. BRISKE: Okay. Before you proceed, I did

16 want to make a note for the Board members. As I

17 understand it, Mr. Bob Kerrigan, who is an attorney,

18 is here as an opposition leader on this case. As

19 our flow of procedure goes here, we'll give Mr. Page

11:15AM 20 an opportunity to directly address the Board. The

21 Staff will do their findings. And then when we

22 typically go into the public comment portion we will

23 give Mr. Kerrigan an opportunity to represent his

24 case and his clients.

11:15AM 25 I will remind everyone that all of this is –

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95

1 you are subject to cross-examination if you testify

2 under oath. Anyone who is going to testify must

3 fill out one of these speaker request forms.

4 Anything that is needing to be brought forward will

11:15AM 5 have to be brought forward at this hearing before

6 it's sent back to the Board of County Commissioners.

7 So we have to get everything on the record today.

8 So with that, Mr. Page, if you'll go forward,

9 please.

11:15AM 10 MR. PAGE: Thank you, Mr. Chairman. I'd first

11 like to request that my testimony be considered by

12 the Board as that of an expert.

13 MR. BRISKE: Okay. Board members, we have

14 previously qualified Mr. Page in the areas of land

15 use and planning as an expert. Are there any

11:16AM 16 questions of the Board members of his

17 qualifications?

18 MS. SINDEL: No.

19 MR. WOODWARD: I move that he be so qualified.

11:16AM 20 MR. BRISKE: Okay. We have a motion to

21 qualify. Is there a second?

22 MS. SINDEL: Second.

23 MR. BRISKE: Any discussion? All those in

24 favor, say aye.

08:35AM 25 (Board members vote.)

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96

1 MR. BRISKE: Opposed?

2 (None.)

3 MR. BRISKE: Okay. Your testimony will be

4 considered as an expert witness for the case.

11:16AM 5 MR. PAGE: Thank you, Mr. Chairman. The

6 application that's back before the Board this

7 morning is requesting, or originally requested an

8 ID-2. The Board will recall when we originally

9 presented this for your consideration the owner had

11:16AM 10 a batch concrete plant, a portable operation going

11 on at this location, and that qualified as a use

12 only under ID-2, so that was why the request was

13 originally made. The Planning Board felt otherwise.

14 The owner felt compelled to take the issue before

15 the County Commissioners and make his case there.

11:17AM 16 And, obviously, the Board asked that that be sent

17 back for further consideration by this Board.

18 Since that period of time, the owner has

19 requested that we submit that in the form of an

11:17AM 20 ID-1, which is what we did last month. The Board

21 decided to give the Staff some additional period of

22 time to develop the actual criteria, which brings us

23 back before you today.

24 The criteria as written by the Board, Mr.

11:17AM 25 Chairman, in terms of the specific Criteria 1

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97

1 through – starting with Number 1, the future land
 2 use, whether it's compatible with the Comprehensive
 3 Plan, Staff findings indicate that it is consistent
 4 with the intent and purpose of the future land use
 5 categories, especially MUU.
 6 Mr. Chairman, under Criteria 2, consistency
 7 with the Land Development Code, the findings there
 8 are stated that it is not consistent with the road
 9 access requirements under 6.05.17.F. We would
 10 maintain that under 6.05.17.F, the clear reading of
 11 it says that direct access must be provided from a
 12 collector or arterial roadway, and such access must
 13 be provided by curb cuts on the collector or
 14 arterial right-of-way, or a private or public
 15 commercial access road linking the corridor or
 16 residential subdivision between the two and the
 17 collector or arterial roadway.
 18 Mr. Chairman, we feel like we qualify under
 19 that category. Nowhere in the Land Development Code
 20 or the Comprehensive Plan do we find what is defined
 21 as a public commercial access road linking the two.
 22 It certainly is a commercial roadway. Border Street
 23 has a history of being a shortcut, if you will,
 24 between Mobile Highway, at the overpass at the
 25 Circle, straight up to Fairfield Drive.
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98

1 6.05.17.F additionally says that no permit
 2 shall be issued on any proposed use that requires
 3 access through a residential subdivision or
 4 neighborhood. This, especially looking at the
 5 overhead map that we had a moment ago showing the
 6 zoning, this does not go through a residentially
 7 zoned area. It has all ID-1 – at that this
 8 particular location north, it has all ID-1 on one
 9 side and it has all C-2 on the other. And then
 10 given the fact that if you look south of this
 11 particular lot on the same side of the street, on
 12 the west side, even though there are zoned
 13 categories of R-5, the actual use of the property as
 14 you drive out and look at it, is for a considerable
 15 amount of nonresidential activity, in general, but
 16 especially a considerable amount of heavy outside
 17 storage, which is exactly the case right next door
 18 to the piece that we are presenting to you here
 19 today. So we feel like we do qualify under roadway
 20 access. There is a provision there that says by way
 21 of public commercial access linking the two. There
 22 certainly is a public access that links the two and
 23 we're not going through a residential subdivision.
 24 Mr. Chairman, under Criteria 3, the
 25 compatibility with surrounding areas, the Staff
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99

1 finds that the surrounding existing uses, that we
 2 would not be compatible with that. It states, and
 3 it gives an inventory that within 500 feet there are
 4 21 or so single family residential homes, mobile
 5 homes and several other vacancies and so forth.
 6 The people that deal with these neighborhoods
 7 down at perhaps a finer level than the Planning
 8 Department is the Community Redevelopment Agency,
 9 the CRA. Mr. Chairman, we have and I hope each of
 10 you have a –
 11 MR. LEMOS: They do not. They do not have it
 12 yet, Buddy.
 13 MR. PAGE: Well, perhaps you'll have it
 14 momentarily. But in any event, the CRA, because we
 15 are within the boundary line of the Englewood
 16 Redevelopment Area, the application has to have
 17 further scrutiny by the department that deals with
 18 neighborhood improvements and so forth. In their
 19 interoffice memorandum September the 7th, I presume
 20 – if you don't have a copy I'll certainly submit
 21 this as evidence. The summary –
 22 MR. BRISKE: Hold on just a moment. Is that
 23 going to be presented by Staff or does he need to
 24 enter it into evidence?
 25 MR. LEMOS: If he wants to request that the
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100

1 Board receive this as –
 2 MR. BRISKE: Would you want it to be considered
 3 as evidence in your case, Mr. Page?
 4 MR. PAGE: Yes, I would.
 5 MS. SINDEL: Let's go ahead and address that
 6 right now. Please explain to us what the document
 7 is and what it includes, and we'll consider entering
 8 it as your Plaintiff's Exhibit.
 9 MR. PAGE: Mr. Chairman, as I indicated
 10 earlier, if you are within a redevelopment area, and
 11 this one is right on the edge of Englewood, you are
 12 required to go through an additional level of
 13 review. The Community Redevelopment Agency, who has
 14 a representative here behind me today, made that
 15 review and came back with the findings that are
 16 contained in this interoffice memorandum dated
 17 September the 7th. And it's from the – it's to the
 18 Planning Board from David Forte, who is present here
 19 today, through Eva Peterson, who is the CRA manager.
 20 MR. WOODWARD: Mr. Page, if the author of the
 21 document is here let's have him authenticate it.
 22 MR. PAGE: Very well.
 23 MR. LEMOS: Let him finish his case first or –
 24 MR. BRISKE: He's wanting to bring it into
 25 evidence at this point, so let's go ahead and get it
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101

1 authenticated. Get sworn in first, please.
 2 (WHEREUPON, Mr. Forte was sworn).
 3 MR. BRISKE: David, please state your name and
 4 position, with your address, for the record.
 11:23AM 5 MR. FORTE: David Forte, Urban Planner, II,
 6 Community Redevelopment Agency.
 7 MR. BRISKE: Okay.
 8 MR. WOODWARD: Mr. Page has made reference to a
 9 document, and I understand that you've authored it.
 11:24AM 10 Would you tell us when you authored it?
 11 MR. FORTE: Correct. Each rezoning case that
 12 comes before the Planning Board, that falls within
 13 the CRA district, we are notified as we are asked to
 14 submit a memo.
 11:24AM 15 MR. WOODWARD: When did you do that?
 16 MR. FORTE: September 7th.
 17 MR. WOODWARD: Did you do that from your own
 18 observations or as a committee, or how did you do
 19 that?
 11:24AM 20 MR. FORTE: We submit them based off of plans
 21 and the vision of the area.
 22 MR. WOODWARD: So you actually inspected the
 23 property, yourself?
 24 MR. FORTE: I have seen – I have been to the
 11:24AM 25 property.
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102

1 MR. WOODWARD: And this is the summation of
 2 your opinion after having done that; is that
 3 correct?
 4 MR. FORTE: After seeing the property and
 11:24AM 5 knowing what the plan says and our vision of this
 6 area, yes, sir.
 7 MR. WOODWARD: Okay. I move for the admission
 8 of this document, whatever number it's going to be.
 9 MR. BRISKE: Okay. We're going to enter it as
 11:24AM 10 Applicant's Exhibit A.
 11 MS. SINDEL: I second the motion.
 12 MR. BRISKE: It will be B. I'm sorry. Because
 13 we have the Findings-of-fact as A.
 14 MR. WOODWARD: Mr. Kerrigan might have wanted
 11:25AM 15 some voir dire on that. I don't know whether he
 16 does or not. Mr. Kerrigan, did you want to examine
 17 the witness on the authenticity of the document?
 18 MR. KERRIGAN. I can't examine him. I've never
 19 heard of him before. And I have no idea what he
 11:25AM 20 does, and my clients have never heard of him, and
 21 he's never talked to my clients so I can't examine
 22 him.
 23 MR. WOODWARD: Okay.
 24 MR. BRISKE: We'll give Mr. Kerrigan an
 11:25AM 25 opportunity to come back and visit that when he
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103

1 comes forward.
 2 Okay. If you'll give copies to the Board. I
 3 believe we have a motion on the floor to accept this
 4 as Applicant's – into evidence as Applicant's
 11:25AM 5 Exhibit – we'll label it B, I'm sorry –
 6 Applicant's Exhibit B.
 7 MR. TATE: Mr. Chairman, just for the sake of
 8 everyone present, if I understand correctly we have
 9 a previously submitted interoffice memorandum on the
 11:25AM 10 previous rezoning which is part of today's packet as
 11 –
 12 MR. BRISKE: Right. Everything that was in the
 13 original case is still part of the package which was
 14 remanded back to us. This would be additional
 11:26AM 15 information. But, yes, that's correct.
 16 So we have a motion on the floor to accept. Do
 17 we have a second?
 18 MS. DAVIS: Second.
 19 MR. BRISKE: We have a second. Any further
 11:26AM 20 discussion? All those in favor say aye.
 21 (Board members vote).
 22 MR. BRISKE: Opposed.
 23 Okay. This is accepted as Applicant's Exhibit
 24 B.
 11:26AM 25 (Applicant's Exhibit B, Letter from CRA dated
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104

1 September 7, was identified, hereto attached.)
 2 MR. BRISKE: Go ahead, sir.
 3 MR. PAGE: So Mr. Chairman, I would just direct
 4 the attention of the Board to the second sentence in
 11:26AM 5 the second paragraph as to what I was quoting, the
 6 zoning district request to ID-1 is compatible with
 7 future land use and surrounding industrial zoning.
 8 There was some request there from the CRA, if this
 9 is approved, for the applicant to come forward for
 11:26AM 10 some additional screening, which he would be
 11 interested in because there is some financial
 12 incentive as far as a shared cost for that type of
 13 thing.
 14 So we feel like based upon their review and our
 11:27AM 15 presentation, that we are compatible with the
 16 surrounding uses.
 17 I would also say, Mr. Chairman, that if we
 18 could go back – well, looking at the aerial or the
 19 overhead that we have showing the current zoning in
 11:27AM 20 the area, if you take a 500 foot radius on this all
 21 the way around, you have something that approaches
 22 probably a little over a quarter mile wide by a
 23 quarter mile high, which roughly translates into
 24 about 25 to 28 acres. If you divide that 25 –
 11:27AM 25 let's say 25 acres up, by the colors that you see
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105

1 there, I think the Board would agree that the yellow
 2 R-5 represents probably somewhere around 20 to 25
 3 percent of the zoned residential area within this
 4 overall circular boundary, and that the
 11:28AM 5 nonresidential, or C-2 or ID-1 would represent the
 6 balance. So we feel like that that might have some
 7 relevance in the decision making for the CRA, that
 8 they obviously spoke for themselves.
 9 So Mr. Chairman, that's what Criteria Number 3.
 11:28AM 10 Criteria 4, changed conditions. I think that
 11 basically is alerting us that the area has been
 12 included in the boundary areas of the CRA. And the
 13 CRA plans, to my understanding, have been adopted by
 14 the County Commission and will be making a further
 11:28AM 15 presence known in the Land Development Code in the
 16 future.
 17 Criteria 5, the effect on the natural
 18 environment. There were not any known on the site.
 19 And I think this indicates that they, too, have not
 11:29AM 20 found any, as well.
 21 And Mr. Chairman, in conclusion, Criteria
 22 Number 6, the development patterns that are within
 23 the area, the findings that the Staff has says from
 24 observation on the zoning map, it would appear that
 11:29AM 25 the onsite development pattern is moving toward
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106

1 commercial type area. We agree with that. The
 2 second sentence says, however, there is an existing
 3 predominant pattern of residential. We don't see a
 4 pattern emerging as residential in that area to
 11:29AM 5 support that sentence. I simply would go back and
 6 say that given what we see here now, that that area
 7 is under transition. It's along a railroad track.
 8 And it's interesting to note, Mr. Chairman,
 9 that the Land Development Code and the Comprehensive
 11:29AM 10 Plan have elements that encourage ports. The County
 11 doesn't have a port, but it has an element for that,
 12 and also airports, which the County does not
 13 necessarily have. But there's nothing in the Land
 14 Development Code or the Comprehensive Plan that
 11:30AM 15 chooses to feature and foster and promote some type
 16 of rail development. It's just simply not there.
 17 You take a look at the criteria location for
 18 industrial, they always talk about being located on
 19 a road or near an intersection. Most of the
 11:30AM 20 industrial people that I've become associated with
 21 over the past 35 or 40 years, they want to be along
 22 a railroad track or some other good type of an
 23 intermodal transportation service. So while this
 24 backups to a railroad track, which certainly is a
 11:30AM 25 feather in the cap of an industrial type of
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107

1 development, the concern in the review of that
 2 application from the County always has to do with
 3 roadway type impacts. We think that to be fair and
 4 balanced there should be some type of balance on the
 11:31AM 5 side of railway type of development.
 6 We certainly have thousands, if not miles, of
 7 rail frontage all the way up Highway 29 on both
 8 sides that actually come right down to this area
 9 here. But the difficulty in locating something is
 10 that it's got to be on a certain road or near a
 11 certain type of intersection, and we think that
 12 leaves a void when it comes to addressing property,
 13 that would have an opportunity to take advantage of
 14 rail frontage.
 11:31AM 15 So Mr. Chairman, we feel like we meet all six
 16 of these criteria based on our evaluation of the
 17 Staff's report. We will certainly try to answer any
 18 questions that the Board members might have.
 19 MR. BRISKE: Board members, any questions
 11:31AM 20 initially, of Mr. Page? We'll, obviously, hear from
 21 him more as we go forward, but any questions at this
 22 point?
 23 MS. SINDEL: No.
 24 MR. BRISKE: Let's go ahead and move on to the
 11:32AM 25 Staff's presentation and then we can come back.
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108

1 MR. LEMOS: Once again, Juan Lemos, Escambia
 2 County Planner. This is rezoning Case 2012-09, from
 3 R-5 Urban Residential Limited Office District,
 4 cumulative high density, to ID-1, Light Industrial
 11:32AM 5 District, no residential uses allowed.
 6 Under Criterion (1): The proposed amendment is
 7 consistent with the intent and purpose of the Mixed
 8 Use Urban Future Land Use Category, as stated above.
 9 This category does allow for residential uses and
 10 nonresidential uses (commercial) for compatible
 11 infill development. Furthermore, the range of uses
 12 extends from residential to light industrial. Staff
 13 concurs that the cumulative nature of the ID-1
 14 zoning category does allow for light industrial
 15 which is specifically mentioned in Mixed Use Urban.
 16 Criterion (2): The proposed amendment is not
 17 consistent with the roadway access requirements as
 18 stated in LDC 6.05.17.F of the Land Development Code
 19 which states that access to the parcel must be from
 20 a collector or an arterial roadway. Direct access
 21 to the property is provided by Border Street, which
 22 is a local public two lane roadway. Should this
 23 amendment be approved, the industrial locational
 24 requirements set forth in LDC 7.20.07 will be
 25 reviewed during the site plan review process. There
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109

1 are no natural systems or sensitive lands that may
 2 be affected by this proposed request.
 3 Criterion (3): The proposed amendment is not
 4 compatible with the surrounding existing uses in the
 5 area. Within the 500 foot radius impact area, Staff
 6 observed properties with zoning districts ID-1, C-2
 7 and R-5. Cloverland Subdivision, (Property Book 3,
 8 Page 52) is within the radius. There are 21 single
 9 family residences, one mobile home park, six mobile
 10 homes, seven vacant residential properties, one
 11 church and four open storage properties and one
 12 wholesale parcel.
 13 Criterion (4): The proposed amendment does
 14 have changed conditions that impact the rezoning
 15 request by the applicant. This parcel is designated
 16 as part of the Englewood Community Redevelopment
 17 Area, under the Community Redevelopment Plan adopted
 18 by the Board of County Commissioners July 6, 2000
 19 and updated March 19, 2009. Compliance with the
 20 Englewood Redevelopment Plan will be addressed by
 21 the Community Redevelopment Agency Staff.
 22 Criterion (5): According to the National
 23 Wetlands Inventory, wetlands and hydric soils were
 24 not indicated on the subject property.
 25 Criterion (6): From observation of the zoning
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110

1 map, it would appear that the onsite development
 2 pattern is moving towards a commercial type area.
 3 However, there is an existing predominant pattern of
 4 a residential community; additional commercial or
 5 light industrial uses could be more intrusive and
 6 cause a negative impact to the existing residential
 7 community. The existing land use map and the
 8 findings on Criterion 3 provide support of the
 9 existing patterns of residential development in the
 10 surrounding area. Since this is the case, the
 11 proposed request would not result in a logical and
 12 orderly development pattern, as the allowed uses and
 13 intensities for the ID-1 zoning are incompatible
 14 with the existing predominant residential
 15 neighborhood.
 16 And that ends Staff's presentation.
 17 MR. TATE: I have a question for Staff.
 18 MR. BRISKE: Mr. Tate.
 19 MR. TATE: Development patterns. In our packet
 20 of findings you addressed ID-2. Am I looking at the
 21 wrong one?
 22 MR. GOODLOE: Look at 183.
 23 MR. TATE: I'm on the wrong page.
 24 I guess my question – we kind of have the flip
 25 of what we've typically seen with the Community
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111

1 Development Agency in regard to development patterns
 2 and/or the thought of the Redevelopment Agency.
 3 Typically, we've seen where our findings are
 4 positive from the Staff, where theirs are negative.
 5 We now have the opposite of that, and I'm trying to
 6 understand why.
 7 MR. JONES: The reason being for us, I can
 8 speak for our planning and development, we looked
 9 at –
 10 MR. TATE: And you trained David.
 11 MR. JONES: Well, yes. And we can graciously
 12 disagree on –
 13 MR. TATE: Right. And we have in the past.
 14 But, I mean, in this particular case I think we need
 15 to understand the Staff's –
 16 MR. JONES: Our position is on this part, yes,
 17 we do recognize that the zoning maps do allow for –
 18 you have lots of industrial and commercial use out
 19 there. But with rezoning, we look at the overall
 20 impact of this particular rezoning project on the
 21 surrounding community. And there is a community
 22 there. It's an older subdivision. But when you
 23 bring in industrial type uses, not just what it can
 24 be – it can anything, a borrow pit, all those uses
 25 that can be allowed in industrial uses – we will
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112

1 look at how will those industrial uses affect that
 2 community, affect that area.
 3 In the zoning maps – we've got so many uses on
 4 the ground that does not necessarily go with the
 5 zoning, but we have to look at all of those things
 6 when we look at our rezoning cases, and that's where
 7 we differ now. They can speak about that. They may
 8 have plan to going to more industrial type uses in
 9 that area, but with zoning we're looking at the
 10 impact of this rezoning case on the surrounding
 11 community.
 12 MR. TATE: And can you tell us, based on that,
 13 just within the 500 foot radius, what uses within
 14 that 500 foot radius are or are not ID-2? I
 15 understand that, I mean, how they're used.
 16 MR. LEMOS: What you see on this existing land
 17 use is what is on the ground right now.
 18 MR. TATE: Right. Is there anything in there,
 19 I'm asking, that is an ID-1 use?
 20 MR. JONES: No. Just looking at the maps you
 21 have single family dwellings, you have a mobile home
 22 park there. You have lots of vacant residential.
 23 You have a church there. All of those things are
 24 not industrial type uses. They are just
 25 residential, semi commercial, any type just within
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113

1 that 500 foot radius area.
 2 MR. TATE: I'm asking. I'm misunderstanding
 3 whether or not there are truly any industrial ID-1
 4 uses in that –
 11:39AM 5 MR. LEMOS: Like Mr. Page, he was looking at
 6 the rezoning map exclusively. When you look at our
 7 rezoning map saying yes, it's all purple, it all
 8 looks industrial. Yes, that's just the rezoning
 9 map. That's the way it appears on our – that's one
 11:39AM 10 of the documents that we look at. But part of it is
 11 also looking at what is actually going out on site
 12 and looking, this parcel may be commercial, it may
 13 be industrial, but it's got a single family
 14 residence on it. So now you're not just following
 11:40AM 15 the train of what the zoning map shows, now you have
 16 to worry about the single family residents that is
 17 in there and how it's going to affect – what are
 18 they proposing to rezone, how is that going to
 19 affect that existing land use on the ground.
 11:40AM 20 MR. BRISKE: Ms. Davis first and then Ms.
 21 Sindel. Mr. Wingate, were you asking to speak, as
 22 well?
 23 MR. WINGATE: Pardon?
 24 MR. BRISKE: Were you asking to speak, as well?
 11:40AM 25 MR. WINGATE: Yes.
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114

1 MR. BRISKE: So we're just going to run right
 2 down the line then. Ms. Davis first.
 3 MS. DAVIS: Thank you, Mr. Chairman. My main
 4 question is, going back historically a little bit,
 11:40AM 5 this use was, in fact, what this current owner is
 6 trying to go back to. Now, was it not grandfathered
 7 at the time, or was there so much of a disconnect
 8 between the time the old owner – cement factory,
 9 isn't that what we're talking about – and then the
 11:40AM 10 current owner, the septic tank owner? I am looking
 11 at the right one. I looked at the entire thing.
 12 MR. JONES: And Mr. Page can probably help me
 13 with that. I don't believe it was grandfathered in.
 14 It was just hard to really say.
 11:41AM 15 MS. DAVIS: I read the last – the testimony
 16 that we heard before, whatever was put up there the
 17 last time. And what it involved was – was there
 18 not a problem because there was a lag of about a
 19 year before this new person took it over? Because,
 11:41AM 20 in fact, it had been going on for a number of years,
 21 since 1970 something.
 22 MR. PAGE: Ms. Davis, that's absolutely
 23 correct. This is the old septic tank concrete
 24 manufacturing operation that actually goes back to
 11:41AM 25 1959, I'm told. The problem came about when he
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115

1 changed the process over from mixing in the ground,
 2 however that's done for a septic tank, to processing
 3 things up through a batch plant. He had a small
 4 plant brought in to change over to that type of
 11:42AM 5 activity. That's when Code Enforcement came by and
 6 basically told them, don't think you can do that in
 7 your category.
 8 There were three partners involved with this.
 9 They stopped production on it. They moved it over
 11:42AM 10 out of the R-5 area over to the ID-1 because it is a
 11 split category. And that took a considerable amount
 12 of time to work their way through that process. Two
 13 of the owners said, we've had enough. They picked
 14 the plant up, because it is portable, and moved it
 11:42AM 15 to Century, I think. It was Campbell Gravel and
 16 something along that line.
 17 But in any event, that's basically the
 18 background. During that period of time the
 19 grandfathering clause caught them literally. So we
 11:42AM 20 were trying to pick a category that they could come
 21 back in and do this with, given the fact they have
 22 no grandfather provision whatsoever. So that's why
 23 the ID-2 was simply chosen, as I said earlier.
 24 MS. DAVIS: So this basically is someone who is
 11:43AM 25 coming back to us from Century and trying to go back
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116

1 to their original location?
 2 MR. BRISKE: We don't know that.
 3 MR. PAGE: Yes. I can't speculate on what they
 4 might do.
 11:43AM 5 MS. SINDEL: We're not doing project specific.
 6 MS. DAVIS: I understand. But normally we
 7 wouldn't do that except that when talking about how
 8 noxious it is, and this is what a lot of the
 9 testimony was among the people who came here last
 11:43AM 10 time, there were a number of people who spoke. And
 11 if, in fact, one of the criterion of the – looking
 12 at industrial R-5 or R-4 is how much it infringes
 13 upon the rest of the community.
 14 MR. PAGE: Right.
 11:43AM 15 MS. DAVIS: And that's the only reason I'm
 16 bringing this up. So we don't know whether it will
 17 be a cement factory. We don't know what he's going
 18 to produce.
 19 MR. PAGE: That's correct, we do not know.
 11:43AM 20 MR. BRISKE: Let me just make sure. It was a
 21 nonconforming use, basically. I mean, there may
 22 have been some dispute with the owner with Code
 23 Enforcement, but as far as the County was concerned
 24 it was a nonconforming use.
 11:44AM 25 MR. JONES: Based upon what Mr. Page is
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117

1 stating, his argument, basically, it would have to
 2 be a nonconforming use. That's why Code Enforcement
 3 had got involved.
 4 MR. BRISKE: And it was removed, and so then
 11:44AM 5 you lose the nonconforming use there when you come
 6 back.
 7 MR. JONES: Definitely so.
 8 MR. BRISKE: Let's make sure. Ms. Davis.
 9 MS. DAVIS: That was my question.
 11:44AM 10 MR. BRISKE: Mr. Wingate and then Ms. Sindel.
 11 MR. WINGATE: This is a request that I've
 12 looked at real, real close. I guess I've been
 13 around that way three or four times. And my
 14 judgment was looking at – most of the area here, as
 11:44AM 15 we see on the map and around that area, is either
 16 commercial or it's industrial, and then it's
 17 bordered by a railroad track and then there's a big
 18 building around. If you look at the area from the
 19 recycling plant all the way up to Fairfield Drive,
 11:44AM 20 not just looking at one little site, looking at the
 21 total area, and then you're looking at Border Street
 22 that is a divider, which mostly is on – the west
 23 side of Border Street is more residential. And then
 24 you see the little church next door. And if I was a
 11:45AM 25 businessman next door, I said, well, I would try to
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118

1 maybe acquire more property next to it. But if you
 2 look at Hernandez Street on the upper end of it,
 3 that is commercial. And you look down here closer
 4 to Border Street and the railroad track, and who
 11:45AM 5 wants to live next door to a railroad track. And
 6 then if you look down further towards Mobile
 7 Highway, there was one of the biggest warehouses in
 8 Escambia County at one time, that Lewis Bear built.
 9 The company had that in between there that used the
 11:45AM 10 railroad. And the tracks still come through there
 11 on a limited basis.
 12 So if I was looking at this business, and part
 13 of it's R-5 and they say you can't use half of it, I
 14 would move to the other half so I'm in compliance.
 11:46AM 15 But individuals that's growing going to want to
 16 expand, so they're trying to move where they can
 17 expand from the ID-1 to the R – from ID-1 and
 18 change to R-5 to that. But then the next – the
 19 little church, it's an R-5, also.
 11:46AM 20 So there is – looking at the CRA part, I think
 21 when the lines was drawn they were drawn
 22 incorrectly, and I feel that throughout the County,
 23 that down through the years, a lot of this has
 24 happened because we're growing and times and things
 11:46AM 25 are changing and communities are changing.
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119

1 So I would say that this – the way I'm looking
 2 at it, I wouldn't move in that particular area and
 3 build, in this day and time. If I'm locked in there
 4 you're just locked in, but if I owned a house in
 11:47AM 5 there I would be waiting for somebody to come offer
 6 me a price and I would be ready to sell.
 7 And because the corridor is there from
 8 Fairfield Drive to Mobile Highway, on that east end
 9 towards Englewood, between the railroad track, and
 11:47AM 10 yields to high end industrial because of the
 11 recycling plant. And that little curve, little give
 12 away, the shortcut there that comes around between
 13 Fairfield Drive and – so that's the way that I look
 14 at it. And I think that sometimes we must have
 11:47AM 15 change in order to fix that – even though we may
 16 look at it and say this community is over here. And
 17 you look at those communities, they are dying. The
 18 older people that used to live there don't live
 19 there no more, because they in the cemetery. And
 11:47AM 20 the few – the younger generations is not coming in
 21 there and bringing money into the area. Even though
 22 we may build buildings and spend millions of dollars
 23 in the area trying to bring it up, sometime
 24 sidewalks and buildings don't do it when you have
 11:48AM 25 all this heavy impact there already. That's my take
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120

1 in looking at it from kind of like a growth planner.
 2 MR. BRISKE: Thank you, Mr. Wingate. Ms.
 3 Sindel.
 4 MS. SINDEL: Thank you. The letter from CRA is
 11:48AM 5 interesting to me because it talks about the zoning
 6 request to ID-1 is compatible with the future land
 7 use and industrial zoning. It talks about what the
 8 future land use is and the current zoning. But it
 9 goes back to – my concern is what's there now.
 11:48AM 10 I travel this road easily five times a week,
 11 easily, because this is how I go to the donut shop.
 12 MR. BRISKE: You're telling on yourself.
 13 MS. SINDEL: You knew it had to do with food.
 14 I should have said this is how I go to Lowe's, but
 11:49AM 15 the truth of the matter is this is how I go to the
 16 donut shop. And this is a residential area. If
 17 you – from where I live, if you head – like you're
 18 going to Lowe's, you go up Old Corry. And you have
 19 to understand, Border Street is off of that. That
 11:49AM 20 is not, you know, a real strong access from
 21 Fairfield. You have to know how to get back there
 22 because you have to know how to go up and go a
 23 little bit to the right and meander around and come
 24 up and – there's all kind of little cut throughs
 11:49AM 25 back here. There are very active mobile home areas,
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121

1 residential neighborhoods. There's a lot of foot
 2 traffic. This is not a very wide road.
 3 I understand, you know, what has been there and
 4 from an industrial standpoint, what might, down the
 11:50AM 5 road, make sense, but we have to look, even from a
 6 planning standpoint, of what is there. And when you
 7 drive up Old Corry and you take that back road to go
 8 up to the Circle, and go to K-Mart, or go to Home
 9 Depot, or go to Lowe's or any of the little stores
 11:50AM 10 up there, the bottom line is that this is
 11 residential, and it's not a dead residential. This
 12 is active neighborhoods up there.
 13 So I have to admit I was a little surprised to
 14 see the letter from CRA. But if you read the letter
 11:50AM 15 it doesn't say we support this because of what's
 16 there now. It says because of future land use and
 17 because of future zoning. And I understand – and
 18 this is odd for me, because usually I'm the voice of
 19 progression and the one that says as a Planning
 11:50AM 20 Board we always have to be looking much more in the
 21 future than we sometimes often do.
 22 But I very much struggle with this because I
 23 look at that area and go – the road is not super
 24 wide. I believe Mr. Page and I respectfully
 11:51AM 25 disagree on whether or not this would be considered
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122

1 a collector because, like I said, this is one of
 2 those, takes two turns to do the back roads to get
 3 back there. This is not direct access. And the
 4 foot traffic on this road is amazing, because just
 11:51AM 5 outside this 500 foot area you have a very active
 6 child care center. So like I said, as someone who
 7 admittedly goes up this road quite a bit, at all
 8 different times of the day, I cannot support this
 9 change.
 11:51AM 10 MR. BRISKE: Okay. Any other questions at this
 11 point for Staff or for Mr. Page?
 12 MR. PAGE: Mr. Chairman, I had a comment I
 13 might add, too, going back to a question Mr. Tate
 14 asked of Staff earlier about the types of ID-1
 11:52AM 15 things that are out there. I didn't hear a complete
 16 inventory of things that are there. For example,
 17 just north of the piece of property we have in the
 18 ID-1 category, there is a commercial and industrial
 19 trash container rental operation that has all
 11:52AM 20 outside storage. And when they bring the dumpsters
 21 back from use, they have a wash down area where all
 22 the – whatever they happen to haul is washed out
 23 into a receiving area. I didn't hear that
 24 mentioned.
 11:52AM 25 And also on the corner, which is the next piece
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123

1 up, the larger piece right on the corner where Ms.
 2 Sindel was talking about, we all know where to make
 3 that right turn and then the left turn, that has
 4 been a salvage operation outside, heavy duty. It
 11:52AM 5 has cranes. It has bull dozers. A lot of these
 6 things were parked in the right-of-way over the
 7 years and Code Enforcement had to make them put them
 8 inside. That is an ID-1 if not an ID-2 type of
 9 activity, Mr. Tate, both of these that I didn't hear
 11:53AM 10 on the inventory that you just asked for.
 11 MR. TATE: Thank you.
 12 MR. BRISKE: Any additional questions at this
 13 point?
 14 All right. We're now going to go into what is
 11:53AM 15 conceivably the public comment section. There is
 16 some opposition to this. And I believe they have
 17 Mr. Bob Kerrigan, who is an attorney representing
 18 them.
 19 So, sir, if you'll please come forward. And
 11:53AM 20 because Mr. Kerrigan is an attorney, he follows a
 21 different set of professional regulations and
 22 doesn't have to be sworn in, as such. But please
 23 state your name and address for the Board, sir.
 24 MR. KERRIGAN: Thank you very much. Bob
 11:53AM 25 Kerrigan, Kerrigan, Estess, Rankin, McLeod and
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124

1 Thompson, Pensacola, Florida.
 2 MR. BRISKE: Sir, welcome.
 3 MR. KERRIGAN: 400 East Government Street.
 4 MR. BRISKE: All right. Please proceed with
 11:54AM 5 your comments.
 6 MR. KERRIGAN: Well, as I sat here listening to
 7 this, everybody on this Board has a better
 8 understanding of the nuances of zoning than I do.
 9 I'm not a zoning expert. As I sat there I thought
 11:54AM 10 we should have hired Jesse Rigby, and he's still
 11 here, because I know he knows a great deal about
 12 this.
 13 I'm involved with many landowners in the area.
 14 We have a petition signed by 132 people thus far,
 11:54AM 15 who are opposed to what has happened. I'll give you
 16 just a brief history to kind of know where we're
 17 coming from.
 18 There was a request for ID-2 zoning for this
 19 recycling plant which was rejected by your Staff,
 11:54AM 20 and correctly so. And so they granted them ID-1
 21 status for this salvage yard. And then they went to
 22 the Board of Adjustment, and they said to the Board
 23 of Adjustment, well, we need an allowance to do some
 24 of the similar things that are being done in the
 11:55AM 25 area to handle recycling. And, in fact, the sworn
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125

1 testimony from the witnesses at that proceeding was,
 2 the noise will be less, the inconvenience will be
 3 less, the truck traffic, it will all be less than it
 4 is in its current use.

11:55AM 5 What has happened to these folks in this area
 6 is that this recycling plant is, to say it as
 7 lightly as I can, a nightmare. The noise,
 8 vibration, the smells that are coming from it are
 9 staggering. This is a heavy industrial use of this
 11:55AM 10 property, and we are litigating that issue now, that
 11 they cannot continue to do this. I'm not asking you
 12 to be involved. I just want you to know, by
 13 history, how I became involved with this area,
 14 because I've been in many of these homes. I've been
 11:56AM 15 up and down Border Street many times.

16 And Mr. Wingate, I think you mentioned you
 17 would be ready to sell. Well, Charlie Mullins has
 18 lived there for 65 years, and many of the residents
 19 in this area have lived there their entire lifetime,
 11:56AM 20 and they don't want to sell, Mr. Wingate. They're
 21 not interested in selling. At 90 years old of age,
 22 his wife is 86, he doesn't want to sell. He wants
 23 to live in his house, and he lives right on Border
 24 Street.

11:56AM 25 The issue is is this a residential area, and
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126

1 the answer is yes, it's a residential area. But to
 2 bootstrap this request by saying, well, there's an
 3 industrial operation across the railroad tracks, I
 4 just want you to know we vigorously disagree with
 11:56AM 5 the legitimacy of that operation, and it has caused
 6 an enormous amount of difficulty for the people in
 7 the area.

8 I think your Staff's position on this is
 9 correct. I'm not an expert on it. From what I
 11:57AM 10 understood that was relayed by Staff, I think they
 11 are on target about it, that what is the current
 12 use, as you indicated. What is the current use.
 13 The current use is that these folks are living in a
 14 residential area.

11:57AM 15 The idea that there's a shortcut that creates
 16 Border Street to some kind of industrial parkway or
 17 something, in my view, is not supported by the
 18 objective evidence that's available. I don't think
 19 there's any basis to say that this is a common
 11:57AM 20 thoroughfare that's used as some kind of a short
 21 cut. It's right around the corner from an
 22 elementary school, Oakcrest Elementary School. We
 23 have previously appeared before the School Board and
 24 expressed our concern about the impact of this heavy
 11:57AM 25 industrial operation there.

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127

1 I know that's irrelevant from your
 2 consideration on this issue. I say it only because
 3 this decision, I hope, cannot possibly be based on
 4 the existence of this industrial recycling plant.

11:58AM 5 And if there is any consideration about that to
 6 include that, I hope you will not.

7 I am troubled by the public notice. And since
 8 this is a record that we have to create here – and
 9 I'm not used to reading these, but I would like to
 11:58AM 10 read the notice that these folks got. And by the
 11 way, I'm not here speaking for Earl Rhodes and his
 12 wife. He would like to address you. I'm speaking
 13 for a lot of others. I don't know how many of these
 14 21 I actually represent. I apologize. I know I
 11:58AM 15 represent at least one, Charlie Mullins.

16 But this is what the notice said, and this is
 17 what was so confusing to me. It says, from R-5
 18 Urban Residential Limited Office District,
 19 (cumulative)/ ID-1 Light Industrial District
 11:58AM 20 (cumulative) (no residential uses allowed), to ID-1
 21 Industrial District (cumulative) (no residential
 22 uses). It sounds me like the same thing. And so
 23 when these folks read it, they brought it to me.
 24 And I don't read these for a living and I'm not
 11:58AM 25 faulting whoever drafted this, but it just seems to
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128

1 me awfully confusing for the residents to know,
 2 well, what are you planning to do out there.

3 Finally this: Not to disparage the suggestion
 4 that the applicant originally wanted ID-2 because it
 11:59AM 5 had been sort of used in some capacity as a septic
 6 tank plant or something, but our folks are concerned
 7 about it, that if you wanted that kind of zoning,
 8 then their question is – and I realize it may be
 9 beyond the parameters of what you would normally
 11:59AM 10 consider – but these folks want to, well, what are
 11 you planning to do out there. You wanted an ID-2.
 12 You didn't get it. The reason seems to me not to
 13 have a lot of merit. So what's really planned out
 14 here that's going to be in the middle of our
 12:00PM 15 residential area. And they don't know. And I'm not
 16 sure how much in depth you all look at things like
 17 that, well, what's really going to happen. But
 18 you're here, obviously, and you took all this time
 19 listening to people in private, you know. This
 12:00PM 20 woman that came up here, you were very courteous to
 21 her and listened to her objections and dealt with
 22 all of them. Our folks really don't know what to
 23 object to because they're not really sure what's
 24 going on.

12:00PM 25 And with that, I appreciate the opportunity to
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129

1 speak to you. And Earl and his wife are also here.
 2 Thank you.
 3 MR. BRISKE: If you'll just stay for just a
 4 moment. I think that brings up a good point. And I
 5 think – and I'll let the Staff speak for
 6 themselves, but I think the reason that card was
 7 worded that way is because this a split parcel, and
 8 we actually have a parcel that has two zoning
 9 districts already. And so when they identified it,
 10 part of it is in the ID-1 and part of it is in the
 11 R-5.
 12 MR. KERRIGAN: I see.
 13 MR. BRISKE: Maybe we should clarify that in
 14 the future and say this is a split parcel between
 15 these two or something. That would make it a little
 16 bit more of a clarification.
 17 Then there's been a lot of discussion about
 18 your second point, which is – you know, the
 19 Planning Board typically does not consider project
 20 specific what can go on the property, and the reason
 21 is that we have to consider everything and anything
 22 that can go in this zoning district. So, in other
 23 words, we have look at the entire list of allowable
 24 uses and say – even if Mr. Page got up here and
 25 said this is what we're going to put in there, that
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130

1 might be great for the current user, but once that
 2 zoning is changed to industrial, future users can do
 3 anything that is in that category. So we try very
 4 hard to stay out of project specific, for that very
 5 purpose, because we don't – you know, it could be
 6 one thing today and something else down the road if
 7 it fits the zoning. So, you know, that may be a
 8 little bit of an explanation as to why –
 9 MR. KERRIGAN: It makes perfect sense.
 10 MR. BRISKE: Anything that can go in there is
 11 what's approved when we do it.
 12 Board members, any other questions or comments
 13 before we go on?
 14 MR. TATE: We've asked for those cards to make
 15 sense in the past, as well.
 16 MR. KERRIGAN: Well, someone that's used to
 17 reading these probably would understand. The point
 18 I was trying to make is it's most difficult for the
 19 residents when they receive something like this, to
 20 understand what's going to happen here near our
 21 homes.
 22 MR. BRISKE: Mr. Goodloe.
 23 MR. GOODLOE: I was just going to say, if Staff
 24 would really look to try to put it in more plain
 25 language for the common user, that would be very
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131

1 helpful.
 2 MR. BRISKE: The request is, you know, to
 3 rezone a split parcel from R-5, ID-1 into a complete
 4 ID-1 parcel or something, just, you know, so that
 5 everybody – I know we have to have the legal
 6 terminology on there, but just maybe a few more
 7 words, descriptive words.
 8 MR. JONES: We will.
 9 MR. BRISKE: Mr. Page, did you have any
 10 cross-examination or questions for Mr. Kerrigan
 11 while he's here?
 12 MR. PAGE: No, sir.
 13 MR. BRISKE: Okay. Staff, anymore questions?
 14 MR. LEMOS: No, sir.
 15 MR. BRISKE: Thank you, sir.
 16 MR. KERRIGAN: Thank you very much.
 17 MR. BRISKE: We appreciate you coming.
 18 Our next speaker is Mr. Earl Rhodes. Sir, if
 19 you'll come forward and state your name – well, be
 20 sworn in first, please and then state your name.
 21 (WHEREUPON, Mr. Rhodes was sworn).
 22 MR. BRISKE: Sir, your full name and address
 23 for the record, please.
 24 MR. RHODES: It's Earl James Rhodes, 1800 North
 25 Border Street, and that's a half.
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132

1 MR. BRISKE: Thank you, sir. Go ahead, please.
 2 MR. RHODES: Yes. I reject having this pushed
 3 through because we've had so many things going on
 4 around us already. And like the attorney has
 5 suggested, the vibrating and smoke and all this.
 6 We have lived through this concrete thing they
 7 had a few years back, and it's throwed dust all over
 8 our yards, and noises all the time going on over
 9 there.
 10 And as far as what he says about Hinote, I've
 11 known him personally. That was a family business.
 12 They had two mobile homes sitting there. They lived
 13 there for years. And they had a little concrete
 14 truck that they mixed concrete on and they made
 15 septic tanks. And then he went on and started
 16 buying them commercially out. He had stopped the
 17 concrete operation completely.
 18 Now, all we are wanting to know, just like Mr.
 19 Kerrigan said, is what they're going to put here
 20 now. Because we're fed up right now with what's
 21 going on around us.
 22 MR. BRISKE: Well, just for clarification,
 23 since this has come up, can you bring up the ID-1
 24 zoning category and let's just show what permitted
 25 uses are in there. This is not going to tell you
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133

1 what Mr. Page's client is intending, but this will
 2 tell you everything that could go in there if it
 3 were approved. Just give us a second with the
 4 computer here.

12:05PM 5 While we're waiting for that to come up, Board
 6 members, do you have any questions since Mr. Rhodes
 7 is a resident in the neighborhood there?

8 MR. TATE: Not a question but just a comment.
 9 As we look at this list, and I don't know, off the
 12:05PM 10 top of my head, what everything is on it – but even
 11 within that list of approved ID-1 uses there's
 12 probably uses that can't fit the parcel anyway
 13 because of room setbacks, et cetera. I don't know
 14 that, but, I mean, that's always the case, as well.

12:05PM 15 There's beyond just what the list says you can do,
 16 you also have to meet other requirements, one of
 17 them being roadway access, building requirements.
 18 So I don't know if that narrows the list any.

19 MR. JONES: It doesn't. It does not narrow the
 12:05PM 20 list. Being the fact is that with those uses
 21 there's another avenue to get variances for
 22 setbacks, get variances for parking, get variances
 23 for those things. So the uses that are there, they
 24 are allowed there. Whether or not a development
 12:06PM 25 order will be issued, is going through plan review.

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134

1 There's lots of things that they can do to, I don't
 2 want to say work around, but to get approval through
 3 other means, if allowed to.

4 MR. TATE: And part of my statement then, I
 12:06PM 5 guess there is everything that's there could be
 6 there. That's not always the case.

7 MR. BRISKE: Drawing your attention to the
 8 board up there, and you'll see the permitted uses
 9 are obviously nonresidential uses permitted in the
 12:06PM 10 preceding district. And the zoning here is
 11 cumulative, meaning typically the zoning district
 12 below it, those uses are allowed in the higher
 13 districts. In this case it's only nonresidential
 14 uses because of the industrial nature. But you can
 12:06PM 15 see there, these are the things. And then, of
 16 course, there's the conditional uses.

17 As Mr. Tate and Horace have said, there's other
 18 requirements for them to go through the development
 19 and review process that might stop specific projects
 12:07PM 20 from going in there because they don't meet other
 21 criteria. As he said, they could ask for variances
 22 in those areas.

23 So, you know, this would be the section that
 24 would tell you – you would have to look at the
 12:07PM 25 previous preceding district. Maybe we could roll

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135

1 this back a little just to show the nonresidential
 2 uses in the previous district, as well. So these
 3 are permitted uses in previous districts there.

4 So, again, there are criteria that have to be
 12:08PM 5 met in order for some of these things to go in
 6 there, but as a Board, we have to consider
 7 everything and anything that can go in there.

8 MR. RHODES: I understand that. I took off –
 9 I'm losing time right now from work. I did this
 12:08PM 10 before when we came here before and they rescheduled
 11 it again. I'm the only one, you know, that took a
 12 sacrifice to come down here and speak against this.
 13 And I just want to make it on the record that my
 14 wife and I, and my father-in-law in front of us, we
 12:08PM 15 do reject this in any situation.

16 But I do have a neighbor who's right next to
 17 that. He can't get out. He's pretty impaired. He
 18 can't get out, but he's right there next to this
 19 plant. And he's the one, I believe, that called the
 12:08PM 20 Code Enforcement on it before.

21 MR. BRISKE: Unfortunately, we can only accept
 22 the people that come in front of us to testify.
 23 We'll note your objection.

24 Mr. Page, did you have any questions of this
 12:09PM 25 witness?

TAYLOR REPORTING SERVICES, INCORPORATED

136

1 MR. PAGE: No, sir.

2 MR. BRISKE: Board members, any other
 3 questions?

4 MS. SINDEL: No, thank you.

12:09PM 5 MR. BRISKE: Thank you, Mr. Rhodes. We
 6 appreciate it.

7 Charlene Rhodes.

8 MS. RHODES: I'm just opposed to it.

9 MR. BRISKE: You do not wish to speak at this
 12:09PM 10 time?

11 MS. RHODES: No, sir.

12 MR. BRISKE: Mr. Kerrigan, did you have any
 13 other closing comments? We'll give you that
 14 courtesy since you're representing others in the
 12:09PM 15 case.

16 MR. KERRIGAN: No, I do not. And I appreciate
 17 you listening to our position. Thank you very much.

18 MR. BRISKE: Thank you.

19 Mr. Page, your opportunity for closing
 12:09PM 20 statements.

21 MR. PAGE: Nothing further.

22 MR. BRISKE: David, you would like to, on
 23 behalf of the CRA.

24 MR. FORTE: Will do.

12:09PM 25 MR. BRISKE: Again, state your name and

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137

1 position for the record, please.
 2 MR. FORTE: David Forte, Urban Planner, II,
 3 Community Redevelopment Agency.
 4 I have a couple of questions. I guess two of
 5 them are based to the planning staff. One, the
 6 Staff's Findings-of-fact state one is consistent
 7 with the Comprehensive Plan and two is inconsistent
 8 with the Land Development Code. Does the Comp Plan
 9 not speak on locational criteria?
 10 MR. JONES: It does, but what it does – it
 11 says it is addressed with the Land Development Code.
 12 MR. FORTE: Okay. I had difficulty
 13 understanding how you would be consistent with the
 14 Comprehensive Plan and inconsistent with the Land
 15 Development Code.
 16 MR. JONES: We are consistent with the Comp
 17 Plan because of the uses allowed with that. It's
 18 specifically listed as Light Industrial, but it does
 19 allow for Mixed Urban. But also there's other
 20 things that you have to look at. The locational
 21 criteria is specifically addressed through the Land
 22 Development Code. That roadway access, that's
 23 considered in the Land Development Code and that is
 24 a specific requirement of the Land Development Code,
 25 and it does not meet that.

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138

1 MR. FORTE: Okay. And then can we pull up the
 2 zoning map. If this area is a residential area, I'm
 3 not quite sure why there is so much industrial and
 4 commercially zoned districts in the area.
 5 MR. JONES: Again, as you know when they – we
 6 weren't here when they did the maps. We don't know
 7 how it was done, but we do know that a lot of times
 8 the maps were not done according to what was on
 9 ground, and we have that all over the area in
 10 Escambia County.
 11 MR. FORTE: But they're based on a future
 12 pattern for the area or they just –
 13 MR. JONES: As you know back then –
 14 MR. FORTE: It's just kind of odd seeing a C-2
 15 zoning and you see the existing land use as vacant
 16 residential, single family, single family, mobile
 17 home. Why would that be C-2 if the pattern is not
 18 to go to C-2?
 19 MR. JONES: Again, as you know, David, as you
 20 know, we have a subdivision that's zoned commercial,
 21 and it's been there as residential. So that's all
 22 over the County. As you know, zoning came in late.
 23 A lot of it was done through –
 24 MR. FORTE: But there should be a logical
 25 pattern for the area.

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139

1 MR. JONES: We don't know the pattern. We
 2 don't why it was done like that. We're going to
 3 address that now and move forward with that. That
 4 was done in the past. We know a lot of it was done
 5 arbitrarily and capriciously. We know that.
 6 MR. FORTE: My third comment would be the
 7 Englewood Plan that was adopted by the Board, the
 8 Planning Board and the Board back in 2000. It does
 9 talk about a potential light industrial commerce
 10 park for the area. We have allocated some funds for
 11 an economic feasibility study for Border Street to
 12 see if it's even feasible. So there has been very
 13 preliminary talks about expansion, proper expansion
 14 of the roadway, proper expansion of the area to meet
 15 the zoning and future land use. The future land use
 16 is Mixed Use Urban, which I believe allows for light
 17 industrial type uses, as well. So that's kind of
 18 our – one of our reasons why we based our memo
 19 off – in support of the application.
 20 MR. BRISKE: David, when would be the next time
 21 there would be public comment portion of that, most
 22 specifically on that part of your plan? How would
 23 the general public address that if they had to?
 24 MR. FORTE: The plans are updated on – each
 25 plan is updated yearly. So this year we're actually

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140

1 working on Brownsville, which actually is abutting
 2 to this site, as well. Each plan is updated yearly.
 3 And they are 15, 20 year plans. There's several –
 4 at least three public workshops are held throughout
 5 the area.
 6 We meet with – we send out mailers to
 7 everybody. We sit and have at least three public
 8 workshops and try to hammer out any questions they
 9 may have, capital improvement projects they would
 10 like to see in the future for the area. Try to get
 11 all the details done before we bring it to the
 12 Planning Board.
 13 Then comes the Planning Board. The Planning
 14 Board approved the Englewood Plan, recommended
 15 approval back in March of '09. And then the BCC
 16 then recommended – well, actually approved the plan
 17 following the Planning Board's recommendation.
 18 So there's pretty extensive public comment when
 19 the plan is updated. Englewood was '09, so it would
 20 probably be a couple more years before Englewood's
 21 plan will come back, circulate back. We don't have
 22 the staff to update them on a yearly basis. We kind
 23 of take one plan at each year.
 24 MR. BRISKE: Is there a public comment portion
 25 of the feasibility study? Does that process –

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141

1 MR. FORTE: The feasibility study, we would
 2 just solicit a local firm to – I don't want to say
 3 the person's name. We have someone that we
 4 typically use to work on feasibility studies,
 12:14PM 5 Palafox and whatnot, other areas. And it's usually
 6 a pretty quick turnaround. And then we kind of use
 7 that as a basis as to whether it's even – want to
 8 move forward with the potential outcome.
 9 MR. BRISKE: I guess what I'm getting at is
 12:15PM 10 does the public have any – are they interviewed
 11 during that feasibility study or anything like that?
 12 MR. FORTE: I would assume that the consultant
 13 drives up and down the corridors and meets with the
 14 property owners. We would then – if, after we feel
 12:15PM 15 that the feasibility study might be something that
 16 we would like to move forward with, we would then
 17 hold public workshops probably within 1,000 feet of
 18 Border Street, or whatever it may be. And we'd get
 19 all the public comments that way before we even
 12:15PM 20 really get into the master planning, I guess you
 21 could say, and actually get a consultant, like a
 22 planner on board, or whatever it may be to develop
 23 the master plan for Border Street.
 24 MR. GOODLOE: Mr. Chairman, I would like to
 12:15PM 25 just ask – the last speaker, has he had an
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142

1 opportunity or has he ever attended one of these
 2 public meetings?
 3 MR. RHODES: No, sir, I haven't.
 4 MR. FORTE: I'm not sure if he's located in
 12:15PM 5 Englewood or in Brownsville.
 6 MR. RHODES: I'm right directly towards that
 7 area right there in Brownsville.
 8 MS. HIGHTOWER: Mr. Chairman.
 9 MR. BRISKE: Ms. Hightower.
 12:16PM 10 MS. HIGHTOWER: As I look at Englewood, at the
 11 map, it looks like the people that are concerned are
 12 not in the Englewood area. They're in the
 13 Brownsville ara. So am I hearing that when you put
 14 the Englewood plan together you don't talk to the
 15 people that are –
 16 MR. FORTE: The Englewood –
 17 MS. HIGHTOWER: – people that on the
 18 existing –
 19 MR. FORTE: – based off the –
 20 MS. HIGHTOWER: – one side of the street is
 21 one school and one side of the street is another
 22 school.
 23 MR. FORTE: The Brownsville and Englewood Plan,
 24 because they are both areas, coincide with each
 12:16PM 25 other so much, both of them are pretty much – you
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143

1 can see a lot of the same rhetoric within both
 2 plans.
 3 MS. HIGHTOWER: Do you bring the two groups
 4 together to talk to them?
 12:16PM 5 MR. FORTE: No, we do not. It's based off the
 6 actual CRA district. It's a legal description for
 7 the area. But for a project like this it would be
 8 probably a unique project where we would
 9 definitely – any impacted citizen would definitely
 12:16PM 10 be involved.
 11 MR. WOODWARD: Do you know if either one of
 12 these areas were ever incorporated to the City?
 13 MR. FORTE: As a –
 14 MR. WOODWARD: As a municipality, or are they
 12:17PM 15 just called those areas?
 16 MR. FORTE: They're just communities.
 17 MR. WOODWARD: And the railroad is an arbitrary
 18 boundary?
 19 MR. FORTE: The railroad?
 12:17PM 20 MR. WOODWARD: Or the Border Street. The
 21 reason I'm asking is Warrington used to be a
 22 municipality but forgot to send the money to
 23 Tallahassee.
 24 MR. FORTE: There's an extensive process for an
 12:17PM 25 area to be designated as a CRA. There's State
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144

1 requirements that we must go through.
 2 MR. WOODWARD: I understand. But the city of
 3 Warrington was a city up until about 40 years ago,
 4 and somebody forgot to send the money in to the
 12:17PM 5 Secretary of State and the city municipal
 6 corporation was dissolved. So I was wondering, was
 7 Brownsville or this other area ever in that
 8 position?
 9 MR. FORTE: Englewood, I don't believe so.
 12:17PM 10 MR. WOODWARD: All right. So it's just a
 11 neighborhood that is called Englewood?
 12 MR. FORTE: Correct. Just like we speak of
 13 Palafox, this falls within the Palafox CRA.
 14 And my last comment was, it seems like most of
 12:18PM 15 the opposition is based off the previous site, which
 16 is an ID-2 type use. So I just wanted to make sure
 17 the Board takes that into consideration. It's just
 18 that this is a request for ID-1 and not ID-2 and not
 19 the previous site. They would not be allowed to
 12:18PM 20 open the concrete batch plant that they were running
 21 up until 2009 or whatever it may have been.
 22 MR. BRISKE: Mr. Wingate.
 23 MR. WINGATE: Mr. Chairman, I kind of have –
 24 what I'm hearing here is kind of giving me kind of
 12:18PM 25 heartburn because I see inconsistency. And it kind
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145

1 of boils down to, like I said, politics flip
 2 flopping. And it seems like the research that we
 3 need to do in order for the betterment of all the
 4 citizens in all of the communities and the
 12:18PM 5 surrounding communities, and the dividing lines that
 6 used to be, is not consistent. So, you know, we
 7 come up with one thing in one meeting, and then down
 8 the road, a year later, we come up with something
 9 else because, you know, an opinion on – seems like
 12:19PM 10 the proper research and – or the pressure, and then
 11 we flip flop. So I don't think sometimes – and
 12 then we –
 13 MR. FORTE: I'm not sure where you're going
 14 with this.
 12:19PM 15 MR. WINGATE: – from the past that, you know,
 16 even like Horace and I don't know that when zoning
 17 first come in, you have a lot of these split parcels
 18 now, and people want them consistent, and that
 19 causes us to come here with rezoning.
 12:19PM 20 So somewhere down the line with growth coming
 21 to Escambia County, like we would like to see it go
 22 to for economic enhancement, I think we've got to
 23 dig a little bit deeper, and some things that we
 24 didn't do, we have to kind of look in and dig in and
 12:20PM 25 make sure that where we don't have these kind of
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146

1 problems.
 2 MR. FORTE: Well, I think we are definitely
 3 battling the sins of the past with the zoning map
 4 when it was first designated back early 1990
 12:20PM 5 whenever – or '96, I'm not sure when it was. But
 6 we are battling sins of the past with the zoning
 7 map, the County is.
 8 We were in opposition of the original request,
 9 just to let you know that we were – the ID-2, we
 12:20PM 10 were not in favor of. There is no ID-2 in Englewood
 11 and that would have been the only ID-2 –
 12 MR. WINGATE: Flip flop.
 13 MR. FORTE: Well, this is ID-1. This is a
 14 completely different application. So that
 12:20PM 15 technically is not a flip flop, it's just – so.
 16 MR. BRISKE: Board members, any more questions
 17 for David, please? Okay.
 18 MR. FORTE: Thank you.
 19 MR. BRISKE: Thank you, David.
 12:20PM 20 Buddy, closing comments or anything?
 21 MR. PAGE: No.
 22 MR. BRISKE: Okay. Staff, anything else to
 23 add?
 24 MR. LEMOS: No, sir.
 12:21PM 25 MR. BRISKE: Okay. All right. We'll close
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147

1 public comment. I think I already did that, but
 2 just to make sure.
 3 Pleasure of the Board on case 2012-09 being
 4 remanded from the BCC.
 12:21PM 5 MR. TATE: Can you split the baby and just make
 6 it all C-2?
 7 MR. GOODLOE: A motion, Mr. Chairman.
 8 MR. BRISKE: Yes, sir.
 9 MR. GOODLOE: I recommend denial of the
 12:21PM 10 rezoning application Z-2012-09 to the Board of
 11 County Commissioners and adopt the Findings-of-fact
 12 provided in the rezoning hearing package.
 13 MS. SINDEL: I second the motion.
 14 MR. BRISKE: Okay. Motion and a second. Any
 12:21PM 15 further discussion? All those in favor, say aye.
 16 (Board members vote.)
 17 MR. BRISKE: Opposed?
 18 MR. TATE: Opposed.
 19 MS. DAVIS: Me.
 12:21PM 20 MR. WOODWARD: Division of the house.
 21 MR. BRISKE: Opposed Tate and Davis. Two
 22 opposed.
 23 All right. So the recommendation, Mr. Page,
 24 will be for denial to the Board of County
 12:22PM 25 Commissioners. Of course, you have the opportunity
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148

1 to go in front of them and continue with the case.
 2 All right. Thank you so much everyone for
 3 coming and participating. I know it's been a long
 4 morning. We're after 12:00. I think at this point
 12:22PM 5 I'm going to go ahead and adjourn the quasi-judicial
 6 hearing.
 7 (WHEREUPON, the hearing was adjourned).
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2

3 STATE OF FLORIDA

4 COUNTY OF ESCAMBIA

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12 that I am not a relative or employee or attorney or counsel
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14 counsel, nor am I interested in this proceeding or its
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16 IN WITNESS WHEREOF, I have hereunto set my hand
17 and affixed my official seal on September 20, 2012.

18

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<p>'09 [2] - 140:15, 140:19 '96 [1] - 146:5</p>	<p>2</p> <p>2 [4] - 25:13, 43:19, 97:6, 108:16 2.08.02.D [1] - 7:25 2.08.02D [2] - 68:13, 68:18 20 [4] - 40:14, 105:2, 140:3, 149:17 2000 [2] - 109:18, 139:8 2006 [3] - 89:4, 89:13, 90:25 2009 [2] - 109:19, 144:21 2012 [5] - 1:9, 4:3, 5:4, 11:6, 149:17 2012-09 [3] - 90:24, 108:2, 147:3 2012-21 [1] - 40:19 21 [6] - 40:14, 40:16, 40:19, 99:4, 109:8, 127:14 2299 [1] - 36:17 24 [3] - 2:6, 69:7, 76:13 248 [2] - 15:2, 15:3 25 [5] - 2:7, 104:24, 104:25, 105:2 27 [1] - 2:7 28 [1] - 104:24 29 [2] - 59:24, 107:7</p>	<p>105:10, 109:13 40 [3] - 2:13, 106:21, 144:3 400 [1] - 124:3 41 [1] - 45:4 4100 [4] - 40:3, 40:19, 43:16, 44:16 43 [1] - 2:13 44 [1] - 2:14</p>	<p>82 [1] - 2:19 86 [1] - 125:22 88 [1] - 2:19 89 [1] - 2:20 8:30 [1] - 1:11</p>	<p>25:4, 25:5, 25:14, 30:1, 30:24, 104:24, 104:25 acting [2] - 5:21, 17:6 action [1] - 4:18 active [3] - 120:25, 121:12, 122:5 activities [1] - 87:17 activity [3] - 98:15, 115:5, 123:9 actual [8] - 4:23, 20:11, 21:22, 47:25, 50:3, 96:22, 98:13, 143:6 Adcox [3] - 33:3, 33:14, 34:2 add [7] - 29:25, 31:24, 38:13, 47:13, 50:5, 122:13, 146:23 addition [1] - 55:20 additional [7] - 64:21, 96:21, 100:12, 103:14, 104:10, 110:4, 123:12 additionally [1] - 98:1 additions [1] - 4:9 address [33] - 9:17, 15:25, 17:3, 27:16, 36:14, 42:25, 51:23, 51:24, 57:12, 58:24, 69:4, 71:8, 71:12, 71:13, 71:25, 72:3, 74:15, 75:8, 76:14, 79:4, 79:6, 80:5, 81:1, 81:22, 93:25, 94:20, 100:5, 101:4, 123:23, 127:12, 131:22, 139:3, 139:23 Address [6] - 13:3, 25:3, 33:4, 40:3, 57:4, 89:4 addressed [7] - 65:6, 67:11, 84:24, 109:20, 110:20, 137:11, 137:21 addressing [2] - 71:4, 107:12 adequate [3] - 19:15, 20:6 adjacent [7] - 29:15, 29:24, 60:2, 60:17, 65:8, 79:11, 79:13 adjoining [1] - 47:9 adjourn [1] - 148:5 adjourned [1] - 148:7 adjust [1] - 3:20 Adjustment [2] -</p>
<p>1</p>			<p>9</p>	
<p>1 [6] - 18:18, 25:12, 43:17, 96:25, 97:1, 108:6 1,000 [1] - 141:17 10 [3] - 1:8, 2:2, 3:15 10/22/15 [1] - 149:21 100 [5] - 57:4, 57:13, 58:24, 81:13, 81:15 1011 [3] - 25:3, 25:11, 30:23 103 [1] - 2:24 107 [3] - 57:4, 57:13, 58:24 108 [1] - 2:21 10:00 [1] - 32:17 10th [4] - 4:3, 5:4, 11:5, 33:11 11 [1] - 2:3 111 [3] - 57:4, 57:14, 58:24 115 [3] - 57:4, 57:14, 58:25 120 [3] - 57:4, 57:13, 58:25 123 [1] - 2:23 125 [1] - 61:1 12:00 [1] - 148:4 13 [1] - 2:4 131 [1] - 2:23 132 [1] - 124:14 132611 [1] - 149:20 137 [1] - 2:22 13th [1] - 4:8 147 [1] - 2:24 148 [1] - 149:8 149 [1] - 2:25 15 [3] - 30:1, 32:17, 140:3 16 [2] - 14:17, 14:25 17 [1] - 2:4 18 [2] - 2:5, 57:6 1800 [1] - 131:24 183 [1] - 110:22 19 [1] - 109:19 1959 [1] - 114:25 1970 [1] - 114:21 1990 [1] - 146:4</p>	<p>2000 [2] - 109:18, 139:8 2006 [3] - 89:4, 89:13, 90:25 2009 [2] - 109:19, 144:21 2012 [5] - 1:9, 4:3, 5:4, 11:6, 149:17 2012-09 [3] - 90:24, 108:2, 147:3 2012-21 [1] - 40:19 21 [6] - 40:14, 40:16, 40:19, 99:4, 109:8, 127:14 2299 [1] - 36:17 24 [3] - 2:6, 69:7, 76:13 248 [2] - 15:2, 15:3 25 [5] - 2:7, 104:24, 104:25, 105:2 27 [1] - 2:7 28 [1] - 104:24 29 [2] - 59:24, 107:7</p>	<p>5</p> <p>5 [2] - 105:17, 109:22 5,576 [1] - 43:20 500 [30] - 15:13, 26:22, 27:6, 34:24, 35:11, 42:2, 42:14, 42:16, 45:5, 45:10, 46:2, 50:4, 53:4, 53:7, 53:11, 59:4, 59:15, 59:17, 81:17, 81:18, 91:2, 91:14, 91:16, 99:3, 104:20, 109:5, 112:13, 112:14, 113:1, 122:5 52 [1] - 109:8 5337 [1] - 94:1 56 [1] - 2:15 5603 [3] - 33:4, 33:14, 34:22 57 [1] - 2:16</p>	<p>90 [1] - 125:21 9251 [1] - 17:4 94 [1] - 2:21 96-13 [1] - 7:19 9:45 [1] - 32:17</p> <p>A</p> <p>a.m. [1] - 1:11 abbreviated [1] - 19:10 ability [3] - 10:16, 85:17, 86:1 able [7] - 9:4, 9:14, 14:11, 28:21, 52:17, 67:1, 71:25 absolutely [1] - 114:22 abstained [1] - 88:16 abutting [3] - 48:25, 55:12, 140:1 accept [6] - 11:8, 21:8, 63:22, 103:3, 103:16, 135:21 accepted [3] - 61:17, 63:25, 103:23 accepting [5] - 10:19, 18:5, 30:15, 88:7, 88:8 access [16] - 97:9, 97:11, 97:12, 97:15, 97:21, 98:3, 98:20, 98:21, 98:22, 108:17, 108:19, 108:20, 120:20, 122:3, 133:17, 137:22 accomplish [1] - 65:25 according [1] - 138:8 According [1] - 109:22 Accordingly [1] - 68:16 accurate [2] - 78:17, 78:18 accurately [1] - 82:9 acquire [1] - 118:1 acre [4] - 25:14, 25:15, 79:19, 79:21 acres [8] - 19:8,</p>	
	<p>3</p> <p>3 [15] - 2:2, 43:24, 44:25, 45:15, 49:4, 51:22, 55:11, 55:17, 56:3, 98:24, 105:9, 109:3, 109:7, 110:8, 149:8 30 [2] - 2:8, 7:10 30,000 [1] - 76:3 32 [1] - 2:9 32501 [1] - 61:2 32503 [1] - 69:7 32506 [1] - 27:19 32535 [1] - 17:5 33 [1] - 2:10 3363 [1] - 1:9 35 [1] - 106:21 36 [1] - 2:10 37 [1] - 2:11 39 [1] - 2:12</p>	<p>6</p> <p>6 [4] - 18:18, 105:22, 109:18, 109:25 6.05.17.F [4] - 97:9, 97:10, 98:1, 108:18 6/28/12 [1] - 89:11 61 [1] - 2:17 65 [1] - 125:18 67 [1] - 2:17 69 [1] - 2:18</p>	<p>7</p> <p>7 [3] - 2:24, 57:5, 104:1 7.20.07 [1] - 108:24 7471 [1] - 27:18 75 [2] - 25:5, 30:25 7th [3] - 99:19, 100:17, 101:16</p>	
	<p>4</p> <p>4 [4] - 25:4, 44:5,</p>	<p>8</p> <p>8 [1] - 15:3</p>		

<p>124:22, 124:23 admission [1] - 102:7 admit [1] - 121:13 admittedly [1] - 122:7 adopt [3] - 32:6, 38:21, 147:11 adopted [3] - 105:13, 109:17, 139:7 advantage [1] - 107:13 adverse [3] - 8:22, 65:18, 72:19 advertisement [2] - 11:10, 11:21 Advertisement [1] - 11:25 aerial [10] - 15:19, 27:1, 35:3, 42:7, 59:7, 77:15, 91:6, 92:24, 92:25, 104:18 affect [10] - 31:7, 69:15, 71:20, 83:25, 84:13, 85:6, 112:1, 112:2, 113:17, 113:19 affected [1] - 109:2 affects [1] - 52:11 affirm [1] - 10:12 affirmatively [1] - 92:5 affixed [1] - 149:17 age [1] - 125:21 Agency [7] - 99:8, 100:13, 101:6, 109:21, 111:1, 111:2, 137:3 agenda [5] - 3:15, 3:21, 19:10, 19:17, 40:15 agent [7] - 13:20, 17:6, 33:13, 40:12, 43:14, 57:11, 89:12 Agent [4] - 33:3, 40:3, 57:3, 89:3 agents [7] - 13:14, 25:19, 33:19, 40:24, 57:19, 73:19, 89:18 ago [3] - 69:17, 98:5, 144:3 agree [9] - 23:23, 30:16, 37:13, 47:12, 51:19, 74:8, 86:14, 105:1, 106:1 agreement [3] - 19:12, 19:13, 39:11 Agricultural [1] - 13:11 agricultural [2] - 15:16, 15:18</p>	<p>Agriculture [1] - 13:4 ahead [13] - 4:18, 10:6, 15:7, 32:15, 46:20, 60:24, 62:22, 100:5, 100:25, 104:2, 107:24, 132:1, 148:5 AICP [1] - 1:21 airports [1] - 106:12 alerting [1] - 105:11 allocated [1] - 139:10 allow [8] - 22:4, 66:12, 83:15, 87:18, 108:9, 108:14, 111:17, 137:19 allowable [1] - 129:23 allowance [1] - 124:23 allowed [18] - 6:18, 6:22, 33:5, 33:6, 37:25, 38:2, 68:22, 89:5, 89:6, 108:5, 110:12, 111:25, 127:20, 133:24, 134:3, 134:12, 137:17, 144:19 allows [3] - 55:21, 66:6, 139:16 ALLYSON [1] - 1:23 Allyson [8] - 2:5, 2:8, 2:14, 14:22, 18:13, 24:8, 44:18, 44:20 almost [2] - 54:23, 80:1 ALVIN [1] - 1:18 amazing [1] - 122:4 amendment [13] - 8:6, 8:9, 8:15, 8:19, 8:21, 8:25, 22:10, 48:9, 108:6, 108:16, 108:23, 109:3, 109:13 Amendment [3] - 18:20, 18:21, 23:21 amount [5] - 19:11, 98:15, 98:16, 115:11, 126:6 analysis [1] - 20:11 AND [1] - 1:1 annotation [1] - 55:16 answer [8] - 63:18, 66:25, 67:1, 68:2, 73:14, 73:18, 107:17, 126:1 answered [1] - 70:11 anyway [1] - 133:12 apart [1] - 48:1 apartment [10] - 45:2, 54:22, 54:25,</p>	<p>55:2, 55:4, 66:5, 69:25, 75:3, 75:18, 84:6 apartments [2] - 46:9, 75:15 apologize [1] - 127:14 appear [1] - 67:16 appear [4] - 29:21, 37:10, 105:24, 110:1 APPEARANCES [1] - 1:13 appeared [1] - 126:23 applicable [1] - 6:13 applicant [26] - 9:20, 13:8, 13:14, 13:20, 19:12, 20:22, 21:3, 21:17, 22:8, 22:14, 23:6, 25:10, 33:13, 37:7, 38:3, 49:22, 51:10, 54:19, 57:18, 67:10, 72:9, 73:19, 77:21, 104:9, 109:15, 128:4 Applicant [8] - 13:2, 25:3, 25:19, 33:3, 33:18, 40:3, 57:3, 89:3 applicant's [4] - 13:14, 13:20, 40:24, 57:19 Applicant's [8] - 25:19, 33:19, 102:10, 103:4, 103:6, 103:23, 103:25 applicant/agent [1] - 89:12 application [11] - 17:24, 32:5, 38:20, 61:18, 66:8, 96:6, 99:16, 107:2, 139:19, 146:14, 147:10 applications [1] - 5:24 Appraiser [6] - 27:7, 59:16, 80:8, 80:17, 80:19, 91:16 Appraiser's [1] - 79:12 appraisers [1] - 35:12 appreciable [1] - 80:11 appreciate [6] - 3:21, 39:15, 128:25, 131:17, 136:6, 136:16 appreciated [1] - 80:21 approaches [1] -</p>	<p>104:21 appropriate [2] - 19:11, 20:15 approval [12] - 4:7, 19:1, 19:2, 19:3, 23:20, 32:4, 55:15, 56:18, 64:15, 88:6, 134:2, 140:15 approve [6] - 4:10, 4:12, 23:18, 38:19, 56:1, 74:5 approved [15] - 18:22, 24:9, 72:4, 72:21, 75:22, 76:6, 85:24, 104:9, 108:23, 130:11, 133:3, 133:11, 140:14, 140:16 approves [1] - 7:11 ara [1] - 142:13 arbitrarily [1] - 139:5 arbitrary [1] - 143:17 Area [2] - 99:16, 109:17 area [77] - 8:16, 10:14, 10:19, 15:16, 27:19, 29:12, 29:22, 30:5, 31:6, 35:7, 35:9, 45:2, 47:13, 52:23, 55:20, 56:5, 63:6, 70:21, 80:21, 80:23, 98:7, 100:10, 101:21, 102:6, 104:20, 105:3, 105:11, 105:23, 106:1, 106:4, 106:6, 107:8, 109:5, 110:2, 110:10, 112:2, 112:9, 113:1, 115:10, 117:14, 117:15, 117:18, 117:21, 119:2, 119:21, 119:23, 120:16, 121:23, 122:5, 122:21, 122:23, 124:13, 124:25, 125:5, 125:13, 125:19, 125:25, 126:1, 126:7, 126:14, 128:15, 138:2, 138:4, 138:9, 138:12, 138:25, 139:10, 139:14, 140:5, 140:10, 142:7, 142:12, 143:7, 143:25, 144:7 areas [11] - 31:4, 65:15, 95:14, 98:25, 105:12, 120:25, 134:22, 141:5, 142:24, 143:12,</p>	<p>143:15 argument [1] - 117:1 arguments [2] - 6:9, 7:6 arterial [11] - 45:7, 45:13, 46:3, 51:18, 54:9, 54:10, 54:12, 97:12, 97:14, 97:17, 108:20 assess [1] - 71:24 assigned [1] - 73:2 ASSISTANT [1] - 1:19 assisted [1] - 66:13 associate [6] - 13:20, 25:24, 33:23, 41:2, 57:23, 89:22 associated [1] - 106:20 Associates [2] - 63:19, 82:4 assume [3] - 21:25, 66:24, 141:12 assurance [3] - 70:13, 70:16, 71:2 assured [1] - 83:18 astride [2] - 46:13, 46:16 attached [3] - 12:1, 48:18, 104:1 attend [1] - 3:20 attended [1] - 142:1 attention [2] - 104:4, 134:7 ATTORNEY [1] - 1:19 attorney [9] - 57:12, 58:6, 60:22, 94:17, 123:17, 123:20, 132:4, 149:12, 149:13 attorneys [6] - 13:14, 25:20, 33:19, 40:24, 57:19, 89:19 audience [2] - 20:10, 20:12 audio [2] - 16:18, 16:19 August [1] - 4:8 authenticate [1] - 100:21 authenticated [1] - 101:1 authenticity [1] - 102:17 author [1] - 100:20 authored [2] - 101:9, 101:10 Authority [2] - 72:24, 82:11 authority [1] - 5:22</p>
--	--	--	---	---

<p>automatically [2] - 21:20, 21:21 available [8] - 15:1, 65:1, 65:2, 82:17, 82:18, 82:20, 83:15, 126:18 avenue [1] - 133:21 aware [1] - 86:7 awfully [1] - 128:1 aye [12] - 4:13, 5:14, 10:25, 11:15, 24:2, 32:10, 39:2, 56:11, 88:11, 95:24, 103:20, 147:15 Ayers [3] - 40:3, 40:13, 43:15</p>	<p>behalf [2] - 18:12, 136:23 behind [10] - 35:8, 52:23, 54:10, 54:20, 54:21, 65:3, 75:12, 76:19, 77:11, 100:14 below [1] - 134:12 benefit [1] - 81:23 best [1] - 71:6 better [2] - 86:3, 124:7 betterment [1] - 145:3 between [19] - 13:13, 25:18, 33:18, 57:18, 65:10, 74:19, 77:11, 77:12, 82:9, 82:10, 89:18, 92:9, 97:16, 97:24, 114:8, 118:9, 119:9, 119:12, 129:14 beyond [2] - 128:9, 133:15 big [4] - 49:8, 49:15, 77:7, 117:17 biggest [1] - 118:7 bit [9] - 47:16, 69:13, 73:18, 114:4, 120:23, 122:7, 129:16, 130:8, 145:23 black [1] - 14:12 block [4] - 29:17, 50:1, 60:14, 64:11 board [25] - 15:24, 18:8, 21:10, 23:13, 27:9, 31:16, 37:14, 38:7, 38:15, 42:17, 45:16, 59:18, 63:4, 67:3, 68:6, 84:24, 87:22, 95:13, 103:21, 107:19, 130:12, 134:8, 136:2, 141:22, 146:16 BOARD [4] - 1:1, 1:14, 1:19, 1:23 Board [135] - 1:8, 2:6, 2:9, 2:12, 2:15, 2:19, 2:24, 3:4, 3:16, 3:18, 4:2, 4:14, 5:3, 5:15, 5:20, 5:21, 5:23, 6:4, 6:6, 6:11, 6:15, 6:22, 6:23, 7:2, 7:3, 7:8, 7:10, 7:12, 7:14, 7:18, 7:21, 8:2, 9:12, 9:18, 10:15, 11:1, 11:7, 11:16, 13:12, 13:15, 15:9, 16:4, 18:21, 19:2, 20:21, 21:1, 23:8, 23:11, 24:3, 24:10, 25:16, 25:17, 25:20, 32:2,</p>	<p>32:5, 32:11, 33:11, 33:17, 33:20, 38:16, 38:21, 39:3, 40:22, 40:25, 41:17, 47:15, 47:18, 51:25, 55:16, 56:2, 56:12, 56:16, 57:17, 57:20, 61:17, 63:17, 66:16, 67:14, 68:11, 68:15, 68:21, 68:23, 72:5, 77:23, 81:24, 83:18, 84:21, 85:25, 88:4, 88:12, 89:10, 89:16, 89:19, 91:17, 94:16, 94:20, 95:6, 95:12, 95:16, 95:25, 96:6, 96:8, 96:13, 96:16, 96:17, 96:20, 96:24, 100:1, 100:18, 101:12, 103:2, 104:4, 105:1, 107:18, 109:18, 121:20, 123:23, 124:7, 124:22, 126:23, 129:19, 133:5, 135:6, 139:7, 139:8, 140:12, 140:13, 140:14, 144:17, 147:3, 147:10, 147:16, 147:24 Board's [2] - 8:2, 140:17 boarding [1] - 66:12 Bob [3] - 94:17, 123:17, 123:24 body [1] - 73:15 boils [1] - 145:1 Bond [1] - 61:3 Book [1] - 109:7 bookmarks [2] - 14:25, 15:1 books [1] - 22:20 bootstrap [1] - 126:2 Border [18] - 89:4, 89:13, 90:25, 91:9, 97:22, 108:21, 117:21, 117:23, 118:4, 120:19, 125:15, 125:23, 126:16, 131:25, 139:11, 141:18, 141:23, 143:20 border [1] - 60:3 bordered [1] - 117:17 borne [1] - 22:8 borrow [1] - 111:24 bother [2] - 28:15, 53:25 bottom [1] - 121:10</p>	<p>boundary [4] - 99:15, 105:4, 105:12, 143:18 Bratt [1] - 17:4 break [3] - 32:16, 48:1, 68:2 break) [1] - 4:21 Break [1] - 32:18 breakfast [1] - 39:14 Brent [1] - 63:19 brevity [1] - 67:14 brief [4] - 3:18, 20:1, 63:12, 124:16 bring [14] - 37:7, 58:20, 72:17, 80:22, 83:19, 84:17, 87:20, 100:24, 111:23, 119:23, 122:20, 132:23, 140:11, 143:3 bringing [3] - 39:14, 116:16, 119:21 brings [3] - 64:24, 96:22, 129:4 BRISKE [276] - 1:15, 3:1, 4:1, 4:7, 4:12, 4:15, 4:17, 4:22, 5:8, 5:11, 5:14, 5:16, 5:18, 9:9, 10:6, 10:11, 10:22, 10:25, 11:2, 11:4, 11:12, 11:15, 11:17, 11:19, 13:6, 13:25, 14:4, 14:9, 14:18, 15:3, 15:5, 15:7, 15:23, 16:13, 16:17, 16:20, 16:23, 17:2, 17:6, 17:9, 17:13, 17:21, 18:5, 18:8, 19:4, 19:9, 19:19, 19:22, 20:8, 20:16, 23:8, 23:13, 23:16, 24:1, 24:4, 24:6, 24:14, 25:9, 26:6, 26:11, 26:14, 26:16, 27:9, 27:15, 27:21, 28:3, 28:11, 30:10, 30:18, 30:21, 31:16, 31:19, 32:2, 32:9, 32:12, 32:14, 32:19, 33:10, 34:3, 34:6, 34:9, 34:17, 35:13, 35:18, 35:24, 36:2, 36:6, 36:9, 36:13, 36:18, 36:22, 37:5, 37:14, 37:18, 38:7, 38:15, 38:18, 38:25, 39:4, 39:6, 39:8, 40:8, 40:12, 40:15, 41:8, 41:10, 41:17, 41:21, 41:24, 42:17, 42:20, 42:24,</p>	<p>43:2, 43:5, 43:13, 44:11, 44:13, 44:18, 44:21, 45:16, 46:18, 47:10, 50:18, 50:23, 51:17, 52:17, 52:21, 54:18, 55:5, 55:8, 55:25, 56:6, 56:9, 56:13, 56:15, 56:20, 57:9, 58:4, 58:9, 58:14, 58:17, 58:20, 59:18, 59:20, 60:19, 61:4, 61:7, 61:14, 61:19, 62:1, 62:4, 62:10, 62:18, 62:22, 63:4, 63:8, 63:11, 66:19, 67:2, 67:6, 67:13, 68:6, 68:9, 69:3, 69:8, 69:12, 70:15, 71:3, 71:18, 72:2, 72:22, 73:17, 76:23, 77:5, 81:2, 81:8, 81:20, 81:25, 82:22, 84:2, 84:16, 86:17, 86:20, 86:24, 87:15, 87:22, 87:25, 88:7, 88:10, 88:13, 88:15, 89:9, 90:4, 90:6, 90:9, 90:14, 90:17, 90:20, 91:17, 91:21, 92:5, 92:22, 93:2, 93:18, 93:24, 94:3, 94:7, 94:15, 95:13, 95:20, 95:23, 96:1, 96:3, 99:22, 100:2, 100:24, 101:3, 101:7, 102:9, 102:12, 102:24, 103:12, 103:19, 103:22, 104:2, 107:19, 107:24, 110:18, 113:20, 113:24, 114:1, 116:2, 116:20, 117:4, 117:8, 117:10, 120:2, 120:12, 122:10, 123:12, 124:2, 124:4, 129:3, 129:13, 130:10, 130:22, 131:2, 131:9, 131:13, 131:15, 131:17, 131:22, 132:1, 132:22, 134:7, 135:21, 136:2, 136:5, 136:9, 136:12, 136:18, 136:22, 136:25, 139:20, 140:24, 141:9, 142:9, 144:22, 146:16, 146:19, 146:22, 146:25, 147:8, 147:14, 147:17, 147:21</p>
<p>B</p> <p>baby [1] - 147:5 background [1] - 115:18 backups [1] - 106:24 backwards [1] - 54:14 balance [3] - 30:6, 105:6, 107:4 balanced [1] - 107:4 ball [1] - 85:18 bank [1] - 45:19 based [14] - 87:5, 87:10, 101:20, 104:14, 107:16, 112:12, 116:25, 127:3, 137:5, 138:11, 139:18, 142:19, 143:5, 144:15 bases [1] - 68:11 basing [1] - 19:18 basis [4] - 118:11, 126:19, 140:22, 141:7 basketball [1] - 70:22 batch [3] - 96:10, 115:3, 144:20 battling [2] - 146:3, 146:6 BCC [6] - 6:25, 7:7, 18:22, 19:3, 140:15, 147:4 Bear [1] - 118:8 beauty [1] - 79:25 became [1] - 125:13 become [4] - 22:16, 35:20, 59:21, 106:20 becomes [4] - 31:13, 47:17, 54:13, 75:22 beginning [3] - 9:2, 61:25, 74:13</p>	<p>behalf [2] - 18:12, 136:23 behind [10] - 35:8, 52:23, 54:10, 54:20, 54:21, 65:3, 75:12, 76:19, 77:11, 100:14 below [1] - 134:12 benefit [1] - 81:23 best [1] - 71:6 better [2] - 86:3, 124:7 betterment [1] - 145:3 between [19] - 13:13, 25:18, 33:18, 57:18, 65:10, 74:19, 77:11, 77:12, 82:9, 82:10, 89:18, 92:9, 97:16, 97:24, 114:8, 118:9, 119:9, 119:12, 129:14 beyond [2] - 128:9, 133:15 big [4] - 49:8, 49:15, 77:7, 117:17 biggest [1] - 118:7 bit [9] - 47:16, 69:13, 73:18, 114:4, 120:23, 122:7, 129:16, 130:8, 145:23 black [1] - 14:12 block [4] - 29:17, 50:1, 60:14, 64:11 board [25] - 15:24, 18:8, 21:10, 23:13, 27:9, 31:16, 37:14, 38:7, 38:15, 42:17, 45:16, 59:18, 63:4, 67:3, 68:6, 84:24, 87:22, 95:13, 103:21, 107:19, 130:12, 134:8, 136:2, 141:22, 146:16 BOARD [4] - 1:1, 1:14, 1:19, 1:23 Board [135] - 1:8, 2:6, 2:9, 2:12, 2:15, 2:19, 2:24, 3:4, 3:16, 3:18, 4:2, 4:14, 5:3, 5:15, 5:20, 5:21, 5:23, 6:4, 6:6, 6:11, 6:15, 6:22, 6:23, 7:2, 7:3, 7:8, 7:10, 7:12, 7:14, 7:18, 7:21, 8:2, 9:12, 9:18, 10:15, 11:1, 11:7, 11:16, 13:12, 13:15, 15:9, 16:4, 18:21, 19:2, 20:21, 21:1, 23:8, 23:11, 24:3, 24:10, 25:16, 25:17, 25:20, 32:2,</p>	<p>32:5, 32:11, 33:11, 33:17, 33:20, 38:16, 38:21, 39:3, 40:22, 40:25, 41:17, 47:15, 47:18, 51:25, 55:16, 56:2, 56:12, 56:16, 57:17, 57:20, 61:17, 63:17, 66:16, 67:14, 68:11, 68:15, 68:21, 68:23, 72:5, 77:23, 81:24, 83:18, 84:21, 85:25, 88:4, 88:12, 89:10, 89:16, 89:19, 91:17, 94:16, 94:20, 95:6, 95:12, 95:16, 95:25, 96:6, 96:8, 96:13, 96:16, 96:17, 96:20, 96:24, 100:1, 100:18, 101:12, 103:2, 104:4, 105:1, 107:18, 109:18, 121:20, 123:23, 124:7, 124:22, 126:23, 129:19, 133:5, 135:6, 139:7, 139:8, 140:12, 140:13, 140:14, 144:17, 147:3, 147:10, 147:16, 147:24 Board's [2] - 8:2, 140:17 boarding [1] - 66:12 Bob [3] - 94:17, 123:17, 123:24 body [1] - 73:15 boils [1] - 145:1 Bond [1] - 61:3 Book [1] - 109:7 bookmarks [2] - 14:25, 15:1 books [1] - 22:20 bootstrap [1] - 126:2 Border [18] - 89:4, 89:13, 90:25, 91:9, 97:22, 108:21, 117:21, 117:23, 118:4, 120:19, 125:15, 125:23, 126:16, 131:25, 139:11, 141:18, 141:23, 143:20 border [1] - 60:3 bordered [1] - 117:17 borne [1] - 22:8 borrow [1] - 111:24 bother [2] - 28:15, 53:25 bottom [1] - 121:10</p>	<p>boundary [4] - 99:15, 105:4, 105:12, 143:18 Bratt [1] - 17:4 break [3] - 32:16, 48:1, 68:2 break) [1] - 4:21 Break [1] - 32:18 breakfast [1] - 39:14 Brent [1] - 63:19 brevity [1] - 67:14 brief [4] - 3:18, 20:1, 63:12, 124:16 bring [14] - 37:7, 58:20, 72:17, 80:22, 83:19, 84:17, 87:20, 100:24, 111:23, 119:23, 122:20, 132:23, 140:11, 143:3 bringing [3] - 39:14, 116:16, 119:21 brings [3] - 64:24, 96:22, 129:4 BRISKE [276] - 1:15, 3:1, 4:1, 4:7, 4:12, 4:15, 4:17, 4:22, 5:8, 5:11, 5:14, 5:16, 5:18, 9:9, 10:6, 10:11, 10:22, 10:25, 11:2, 11:4, 11:12, 11:15, 11:17, 11:19, 13:6, 13:25, 14:4, 14:9, 14:18, 15:3, 15:5, 15:7, 15:23, 16:13, 16:17, 16:20, 16:23, 17:2, 17:6, 17:9, 17:13, 17:21, 18:5, 18:8, 19:4, 19:9, 19:19, 19:22, 20:8, 20:16, 23:8, 23:13, 23:16, 24:1, 24:4, 24:6, 24:14, 25:9, 26:6, 26:11, 26:14, 26:16, 27:9, 27:15, 27:21, 28:3, 28:11, 30:10, 30:18, 30:21, 31:16, 31:19, 32:2, 32:9, 32:12, 32:14, 32:19, 33:10, 34:3, 34:6, 34:9, 34:17, 35:13, 35:18, 35:24, 36:2, 36:6, 36:9, 36:13, 36:18, 36:22, 37:5, 37:14, 37:18, 38:7, 38:15, 38:18, 38:25, 39:4, 39:6, 39:8, 40:8, 40:12, 40:15, 41:8, 41:10, 41:17, 41:21, 41:24, 42:17, 42:20, 42:24,</p>	<p>43:2, 43:5, 43:13, 44:11, 44:13, 44:18, 44:21, 45:16, 46:18, 47:10, 50:18, 50:23, 51:17, 52:17, 52:21, 54:18, 55:5, 55:8, 55:25, 56:6, 56:9, 56:13, 56:15, 56:20, 57:9, 58:4, 58:9, 58:14, 58:17, 58:20, 59:18, 59:20, 60:19, 61:4, 61:7, 61:14, 61:19, 62:1, 62:4, 62:10, 62:18, 62:22, 63:4, 63:8, 63:11, 66:19, 67:2, 67:6, 67:13, 68:6, 68:9, 69:3, 69:8, 69:12, 70:15, 71:3, 71:18, 72:2, 72:22, 73:17, 76:23, 77:5, 81:2, 81:8, 81:20, 81:25, 82:22, 84:2, 84:16, 86:17, 86:20, 86:24, 87:15, 87:22, 87:25, 88:7, 88:10, 88:13, 88:15, 89:9, 90:4, 90:6, 90:9, 90:14, 90:17, 90:20, 91:17, 91:21, 92:5, 92:22, 93:2, 93:18, 93:24, 94:3, 94:7, 94:15, 95:13, 95:20, 95:23, 96:1, 96:3, 99:22, 100:2, 100:24, 101:3, 101:7, 102:9, 102:12, 102:24, 103:12, 103:19, 103:22, 104:2, 107:19, 107:24, 110:18, 113:20, 113:24, 114:1, 116:2, 116:20, 117:4, 117:8, 117:10, 120:2, 120:12, 122:10, 123:12, 124:2, 124:4, 129:3, 129:13, 130:10, 130:22, 131:2, 131:9, 131:13, 131:15, 131:17, 131:22, 132:1, 132:22, 134:7, 135:21, 136:2, 136:5, 136:9, 136:12, 136:18, 136:22, 136:25, 139:20, 140:24, 141:9, 142:9, 144:22, 146:16, 146:19, 146:22, 146:25, 147:8, 147:14, 147:17, 147:21</p>

<p>broken [1] - 5:2 brought [7] - 76:24, 82:14, 84:10, 95:4, 95:5, 115:4, 127:23 Brownsville [6] - 140:1, 142:5, 142:7, 142:13, 142:23, 144:7 Buddy [5] - 2:21, 89:3, 89:12, 99:12, 146:20 buffer [1] - 65:10 build [6] - 69:15, 69:18, 69:24, 84:6, 119:3, 119:22 building [30] - 35:8, 35:10, 43:20, 44:1, 44:7, 46:13, 46:15, 46:16, 47:3, 47:4, 47:6, 47:21, 47:25, 48:19, 48:23, 50:15, 51:6, 51:11, 53:14, 54:22, 54:25, 55:2, 55:4, 55:14, 60:7, 75:3, 86:4, 117:18, 133:17 buildings [3] - 45:19, 119:22, 119:24 built [5] - 18:3, 48:23, 51:12, 70:7, 118:8 bull [1] - 123:5 burden [6] - 17:14, 28:4, 30:11, 36:23, 43:6, 94:8 BUREAU [2] - 1:20, 1:21 Burger [1] - 60:11 business [8] - 13:19, 25:24, 33:23, 37:12, 57:23, 89:22, 118:12, 132:11 businesses [2] - 45:8, 45:13 businessman [1] - 117:25 buying [1] - 132:16 BY [1] - 1:25</p> <p style="text-align: center;">C</p>	<p>14:13, 14:15, 14:24, 15:6, 15:11, 16:7, 16:11, 18:14, 19:7, 19:20, 26:13, 26:19, 30:23, 36:5, 36:8, 41:20, 41:23, 42:1, 44:16, 44:20, 44:22, 45:21, 46:2, 46:8, 46:14, 48:3, 48:9, 48:21, 49:7, 49:11, 49:15, 49:20, 50:2, 52:6, 52:15, 53:3, 53:9, 53:13, 54:22, 90:16, 90:19, 91:25, 92:4, 92:11, 93:11 Cain [4] - 2:5, 2:8, 2:14, 44:20 calming [1] - 81:8 Campbell [1] - 115:15 cannot [4] - 74:9, 122:8, 125:11, 127:3 cap [1] - 106:25 capacity [1] - 128:5 capital [1] - 140:9 capriciously [1] - 139:5 car [1] - 55:22 card [1] - 129:6 cards [1] - 130:14 care [3] - 62:20, 66:12, 122:6 careful [1] - 83:22 carries [8] - 4:17, 5:18, 11:4, 11:19, 32:14, 39:6, 56:15, 88:15 carry [2] - 65:21, 66:9 case [47] - 2:4, 7:20, 9:2, 15:9, 18:17, 21:17, 23:3, 25:9, 31:22, 31:24, 33:12, 34:22, 38:13, 39:1, 40:8, 44:16, 44:19, 51:14, 54:5, 57:9, 58:22, 62:12, 67:18, 82:18, 82:23, 84:16, 89:9, 93:20, 94:18, 94:24, 96:4, 96:15, 98:17, 100:3, 100:23, 101:11, 103:13, 110:10, 111:14, 112:10, 133:14, 134:6, 134:13, 136:15, 147:3, 148:1 Case [15] - 13:8, 14:25, 18:14, 23:19, 25:10, 26:19, 33:12, 40:8, 40:19, 57:10,</p>	<p>58:23, 67:9, 89:10, 90:24, 108:2 CASE [5] - 2:7, 2:10, 2:13, 2:16, 2:20 cases [8] - 11:23, 13:6, 20:18, 23:24, 40:17, 67:15, 112:6 categories [2] - 97:5, 98:13 Category [1] - 108:8 category [9] - 97:19, 108:9, 108:14, 115:7, 115:11, 115:20, 122:18, 130:3, 132:24 caught [1] - 115:19 caused [1] - 126:5 causes [1] - 145:19 ceased [1] - 29:1 cement [2] - 114:8, 116:17 cemetery [1] - 119:19 center [1] - 122:6 Central [1] - 1:9 Century [3] - 17:5, 115:15, 115:25 certain [2] - 107:10, 107:11 certainly [8] - 20:25, 39:10, 97:22, 98:22, 99:20, 106:24, 107:6, 107:17 CERTIFICATE [2] - 2:25, 149:1 certify [1] - 149:8 cetera [2] - 79:23, 133:13 Chair [7] - 4:7, 5:8, 7:20, 10:18, 11:7, 23:16, 32:2 chair [1] - 49:3 CHAIRMAN [2] - 1:15, 1:15 Chairman [21] - 2:2, 26:6, 34:9, 41:10, 52:1, 54:16, 58:4, 62:25, 90:6, 95:10, 97:6, 97:18, 98:24, 99:9, 104:3, 105:9, 105:21, 106:8, 107:15, 114:3, 122:12 chairman [13] - 14:4, 38:17, 55:7, 91:20, 96:5, 96:25, 100:9, 103:7, 104:17, 141:24, 142:8, 144:23, 147:7 chambers [1] - 6:16 chance [1] - 71:7 change [21] - 3:15,</p>	<p>43:21, 43:23, 44:5, 44:6, 44:10, 46:25, 53:18, 53:20, 56:2, 70:14, 71:5, 71:11, 82:15, 82:19, 83:20, 115:4, 118:18, 119:15, 122:9 changed [10] - 8:17, 8:18, 18:4, 28:20, 31:6, 70:17, 105:10, 109:14, 115:1, 130:2 changing [5] - 17:25, 49:1, 73:11, 118:25 Charlene [1] - 136:7 Charlie [2] - 125:17, 127:15 check [3] - 28:16, 29:5, 79:12 CHIEF [1] - 1:21 child [2] - 66:12, 122:6 choose [2] - 64:14, 85:15 chooses [1] - 106:15 chose [1] - 52:10 chosen [2] - 72:17, 115:23 Chris [2] - 27:6, 42:15 Christian [6] - 57:3, 57:12, 60:8, 63:14, 82:5, 86:3 church [7] - 45:3, 53:5, 53:8, 109:11, 112:23, 117:24, 118:19 Circle [2] - 97:25, 121:8 circular [1] - 105:4 circulate [1] - 140:21 citizen [1] - 143:9 citizens [3] - 74:11, 76:10, 145:4 City [1] - 143:12 city [3] - 144:2, 144:3, 144:5 civil [1] - 82:4 clarification [2] - 129:16, 132:22 clarify [1] - 129:13 Clark [1] - 61:2 clause [1] - 115:19 clear [2] - 3:10, 97:10 clearly [4] - 4:25, 50:7, 64:19, 83:4 CLERK [1] - 1:23 client [2] - 71:8, 133:1 clients [3] - 94:24,</p>	<p>102:20, 102:21 close [4] - 79:21, 88:3, 117:12, 146:25 closer [1] - 118:3 closing [5] - 6:9, 7:5, 136:13, 136:19, 146:20 Cloverland [1] - 109:7 Coast [3] - 72:23, 82:9, 82:11 Code [34] - 8:1, 8:10, 8:12, 17:19, 28:8, 31:3, 37:3, 37:8, 38:5, 43:11, 61:12, 64:20, 68:14, 74:17, 87:6, 87:7, 94:13, 97:7, 97:19, 105:15, 106:9, 106:14, 108:18, 115:5, 116:22, 117:2, 123:7, 135:20, 137:8, 137:11, 137:15, 137:22, 137:23, 137:24 code [6] - 8:8, 27:19, 30:13, 43:19, 64:16 cognizant [1] - 50:9 coincide [1] - 142:24 collaboration [1] - 74:13 collector [5] - 97:12, 97:13, 97:17, 108:20, 122:1 College [3] - 57:3, 57:12, 63:14 college [8] - 60:3, 60:5, 63:20, 63:21, 66:1, 66:3, 66:4, 75:6 colors [1] - 104:25 comfortable [2] - 23:3, 55:15 coming [10] - 53:17, 64:9, 85:14, 115:25, 119:20, 124:17, 125:8, 131:17, 145:20, 148:3 commencing [1] - 1:11 Comment [1] - 2:14 comment [12] - 20:11, 88:3, 94:22, 122:12, 123:15, 133:8, 139:6, 139:21, 140:18, 140:24, 144:14, 147:1 Comments [3] - 2:5, 2:8, 2:11 COMMENTS [2] - 2:18, 2:22 comments [8] -</p>
<p>C-1 [12] - 40:5, 40:20, 42:3, 42:4, 44:23, 48:11, 49:19, 50:2, 52:2, 52:24, 53:12 C-2 [7] - 98:9, 105:5, 109:6, 138:14, 138:17, 138:18, 147:6 CAIN [51] - 1:23, 4:6, 5:7, 9:5, 9:7, 10:4,</p>	<p>40:8, 40:19, 57:10,</p>	<p>change [21] - 3:15,</p>	<p>clients [3] - 94:24,</p>	<p></p>

<p>20:13, 64:18, 87:21, 124:5, 130:12, 136:13, 141:19, 146:20 commerce^[1] - 139:9 Commercial^[7] - 33:4, 33:16, 37:23, 40:4, 40:5, 40:21, 44:23 commercial^[46] - 35:2, 42:5, 42:6, 43:25, 45:8, 45:11, 45:12, 46:4, 49:21, 52:9, 52:11, 52:12, 53:20, 53:23, 53:24, 54:6, 54:13, 55:12, 64:5, 64:6, 64:7, 65:9, 65:11, 65:16, 66:10, 78:13, 78:16, 78:20, 78:24, 80:14, 80:16, 97:15, 97:21, 97:22, 98:21, 106:1, 108:10, 110:2, 110:4, 111:18, 112:25, 113:12, 117:16, 118:3, 122:18, 138:20 commercialized^[3] - 64:13, 65:14 commercially^[4] - 78:25, 80:12, 132:16, 138:4 Commission^[3] - 105:14, 149:20, 149:21 Commissioner's^[1] - 7:19 Commissioners^[20] - 5:23, 6:24, 7:4, 7:9, 7:11, 8:3, 19:2, 24:11, 32:6, 38:21, 39:9, 56:17, 68:23, 72:5, 89:11, 95:6, 96:15, 109:18, 147:11, 147:25 committee^[1] - 101:18 common^[3] - 55:10, 126:19, 130:25 communication^[10] - 7:22, 7:24, 13:13, 25:17, 25:18, 33:18, 40:23, 57:18, 89:17, 89:18 communications^[3] - 7:13, 7:16 Communications^[1] - 85:25 communities^[5] - 118:25, 119:17,</p>	<p>143:16, 145:4, 145:5 Community^[8] - 99:8, 100:13, 101:6, 109:16, 109:17, 109:21, 110:25, 137:3 community^[10] - 64:25, 86:4, 110:4, 110:7, 111:21, 112:2, 112:11, 116:13, 119:16 Comp^[3] - 36:25, 137:8, 137:16 company^[2] - 29:2, 118:9 compatibility^[2] - 8:13, 98:25 compatible^[16] - 8:15, 37:11, 43:24, 44:25, 45:1, 52:22, 52:24, 55:18, 56:4, 97:2, 99:2, 104:6, 104:15, 108:10, 109:4, 120:6 compelled^[1] - 96:14 competent^[8] - 7:10, 17:14, 28:4, 36:23, 43:6, 47:15, 61:8, 94:9 complete^[3] - 6:15, 122:15, 131:3 completed^[2] - 6:19, 9:16 completely^[3] - 85:15, 132:17, 146:14 Complex^[1] - 1:9 complex^[3] - 66:5, 73:18, 76:22 complexes^[1] - 45:3 compliance^[2] - 54:3, 118:14 Compliance^[1] - 109:19 Composite^[3] - 11:22, 11:24, 61:21 Comprehensive^[2] - 8:5, 8:7, 17:16, 17:17, 28:6, 28:7, 30:13, 31:3, 37:1, 43:8, 43:18, 61:10, 64:19, 94:10, 94:12, 97:2, 97:20, 106:9, 106:14, 137:7, 137:14 comprise^[1] - 149:9 computer^[1] - 133:4 computers^[1] - 16:14 conceivably^[1] - 123:15 concern^[6] - 51:22,</p>	<p>69:10, 70:21, 107:1, 120:9, 126:24 concerned^[9] - 53:1, 66:11, 70:9, 71:10, 73:25, 74:4, 116:23, 128:6, 142:11 concerning^[2] - 21:14, 31:21 concerns^[5] - 67:21, 72:11, 74:15, 74:20, 75:20 conclusion^[1] - 105:21 concrete^[7] - 96:10, 114:23, 132:6, 132:13, 132:14, 132:17, 144:20 concur^[1] - 23:23 concurrency^[1] - 72:3 concur^[1] - 108:13 condition^[1] - 44:5 conditional^[1] - 134:16 conditions^[5] - 8:17, 8:18, 31:6, 105:10, 109:14 confirm^[1] - 61:15 confirmation^[1] - 61:23 conflict^[8] - 8:9, 17:18, 28:8, 30:7, 37:2, 43:10, 61:12, 94:12 conflicts^[1] - 38:4 confusing^[2] - 127:17, 128:1 connect^[2] - 83:17, 84:20 connected^[1] - 75:5 consider^[8] - 6:12, 7:5, 68:15, 100:7, 128:10, 129:19, 129:21, 135:6 considerable^[3] - 98:14, 98:16, 115:11 consideration^[7] - 7:15, 8:3, 96:9, 96:17, 127:2, 127:5, 144:17 considered^[6] - 7:15, 95:11, 96:4, 100:2, 121:25, 137:23 considers^[1] - 6:6 consistency^[5] - 8:5, 8:8, 64:19, 64:20, 97:6 consistent^[3] - 8:6, 8:10, 17:15, 28:5, 31:2, 36:24, 37:9, 37:10, 43:7, 43:17,</p>	<p>43:19, 48:5, 48:8, 48:12, 48:16, 48:19, 49:1, 61:9, 63:23, 65:2, 84:9, 94:10, 97:3, 97:8, 108:7, 108:17, 137:6, 137:13, 137:16, 145:6, 145:18 consultant^[2] - 141:12, 141:21 consuming^[1] - 20:24 contact^[3] - 14:7, 75:23, 75:24 contained^[1] - 100:16 container^[1] - 122:19 contingent^[2] - 19:3, 23:20 continue^[3] - 24:12, 125:11, 148:1 continues^[1] - 85:24 Contracting^[2] - 89:3, 89:13 contribute^[1] - 64:23 control^[4] - 51:11, 85:12, 85:18, 86:11 convenience^[3] - 43:23, 44:2, 55:19 conversation^[1] - 58:8 convey^[2] - 22:25 conveyance^[4] - 28:25, 29:1, 31:11, 31:12 conveyed^[1] - 29:19 conveys^[1] - 22:22 copies^[2] - 3:8, 103:2 copy^[6] - 17:10, 27:25, 30:8, 36:19, 43:2, 99:20 corner^[5] - 29:17, 49:15, 122:25, 123:1, 126:21 corporation^[1] - 144:6 correct^[14] - 17:8, 19:23, 35:25, 48:21, 77:2, 81:4, 101:11, 102:3, 103:15, 114:23, 116:19, 126:9, 144:12, 149:9 corrections^[1] - 4:9 correctly^[3] - 19:5, 103:8, 124:20 corridor^[3] - 64:12, 97:15, 119:7</p>	<p>corridors^[2] - 51:18, 141:13 Corry^[2] - 120:18, 121:7 cost^[4] - 22:9, 22:13, 23:5, 104:12 counsel^[2] - 149:12, 149:14 count^[1] - 70:24 county^[1] - 22:4 COUNTY^[4] - 1:1, 1:1, 1:19, 149:4 County^[59] - 1:8, 1:9, 2:2, 3:17, 5:23, 6:23, 7:3, 7:9, 7:11, 7:18, 8:1, 8:2, 10:10, 18:1, 19:2, 21:18, 22:22, 24:10, 32:6, 37:11, 38:21, 39:9, 53:17, 56:17, 58:23, 59:16, 64:15, 65:4, 67:9, 68:13, 68:23, 72:5, 73:12, 84:22, 85:25, 86:2, 89:11, 90:23, 91:15, 93:7, 93:12, 95:6, 96:15, 105:14, 106:10, 106:12, 107:2, 108:2, 109:18, 116:23, 118:8, 118:22, 138:10, 138:22, 145:21, 146:7, 147:11, 147:24 County's^[3] - 17:19, 28:8, 37:2 couple^[9] - 3:17, 10:3, 21:13, 27:22, 45:19, 64:8, 66:20, 137:4, 140:20 course^[10] - 64:5, 64:15, 66:9, 66:12, 69:24, 72:13, 78:14, 85:6, 134:16, 147:25 Court^[1] - 149:6 court^[9] - 3:8, 4:24, 6:1, 7:9, 9:25, 14:19, 16:23, 46:19, 50:19 COURT^[2] - 1:25, 149:19 courteous^[1] - 128:20 courtesy^[2] - 20:10, 136:14 CRA^[18] - 2:24, 91:6, 99:9, 99:14, 100:19, 101:13, 103:25, 104:8, 105:7, 105:12, 105:13, 118:20, 120:4, 121:14, 136:23, 143:6,</p>
--	---	--	--	--

<p>143:25, 144:13 cranes [1] - 123:5 create [1] - 127:8 creates [1] - 126:15 credit [1] - 45:25 Criteria [9] - 18:18, 44:25, 45:15, 96:25, 97:6, 98:24, 105:9, 105:17, 105:21 criteria [31] - 8:4, 18:18, 19:25, 20:19, 20:20, 20:25, 21:7, 29:8, 29:9, 31:2, 31:14, 31:22, 37:12, 38:3, 38:6, 43:16, 44:25, 45:15, 47:11, 51:24, 68:12, 68:17, 96:22, 96:24, 105:10, 106:17, 107:16, 134:21, 135:4, 137:9, 137:21 criterion [6] - 38:11, 54:2, 67:11, 68:7, 109:13, 116:11 Criterion [11] - 49:4, 51:22, 55:11, 55:17, 56:3, 108:6, 108:16, 109:3, 109:22, 109:25, 110:8 croplands [1] - 15:17 cross [3] - 6:4, 95:1, 131:10 cross-examination [3] - 6:4, 95:1, 131:10 CROWDER [6] - 27:17, 28:2, 28:9, 28:12, 30:17, 31:25 crowder [1] - 31:23 Crowder [7] - 2:7, 25:3, 25:11, 27:11, 27:14, 27:17, 30:19 crystal [1] - 85:18 cul [3] - 81:3, 81:5, 81:6 cul-de-sac [3] - 81:3, 81:5, 81:6 Cummings [16] - 57:4, 57:13, 58:25, 59:23, 64:5, 69:7, 69:19, 69:20, 76:13, 77:9, 78:2, 78:9, 78:12, 78:24, 79:8, 81:16 cummings [1] - 81:3 cumulative [16] - 33:5, 33:5, 33:6, 40:4, 40:5, 57:5, 57:6, 89:5, 89:5, 89:6, 108:4, 108:13, 127:19, 127:20, 127:21,</p>	<p>134:11 cumulative)/C-1 [1] - 40:4 curb [1] - 97:13 current [11] - 77:22, 83:23, 104:19, 114:5, 114:10, 120:8, 125:4, 126:11, 126:12, 126:13, 130:1 curve [1] - 119:11 cut [2] - 120:24, 126:21 cuts [1] - 97:13</p> <p style="text-align: center;">D</p> <p>Dallas [1] - 54:14 dated [3] - 2:24, 100:16, 103:25 daughter [1] - 30:1 DAVID [1] - 1:16 David [15] - 2:7, 2:22, 25:3, 25:10, 27:17, 100:18, 101:3, 101:5, 111:10, 136:22, 137:2, 138:19, 139:20, 146:17, 146:19 Davis [7] - 39:14, 52:17, 113:20, 114:2, 114:22, 117:8, 147:21 DAVIS [27] - 1:16, 10:21, 11:14, 14:6, 26:8, 32:4, 34:13, 41:12, 52:1, 52:8, 52:19, 52:25, 53:8, 53:12, 53:25, 58:10, 90:8, 93:7, 93:15, 103:18, 114:3, 114:15, 115:24, 116:6, 116:15, 117:9, 147:19 days [1] - 7:10 de [3] - 81:3, 81:5, 81:6 dead [4] - 78:3, 81:6, 81:7, 121:11 deal [2] - 99:6, 124:11 dealing [3] - 49:4, 51:7, 91:23 deals [1] - 99:17 dealt [2] - 80:7, 128:21 decided [1] - 96:21 decision [10] - 6:11, 7:6, 7:8, 18:24, 19:18, 20:6, 20:7, 68:12, 105:7, 127:3</p>	<p>decisions [2] - 7:6, 85:18 deeper [1] - 145:23 defined [1] - 97:20 definitely [6] - 73:7, 87:12, 117:7, 143:9, 146:2 deletions [1] - 4:9 deliberations [1] - 68:14 delivery [1] - 79:6 demo [2] - 44:7, 47:22 denial [2] - 147:9, 147:24 DENISE [1] - 1:23 Density [3] - 57:5, 57:6, 89:5 density [7] - 37:24, 65:20, 65:22, 79:25, 80:2, 108:4 Density/ID-1 [1] - 33:5 DEO [1] - 18:25 department [3] - 71:16, 84:22, 99:17 Department [5] - 18:23, 23:20, 82:12, 83:16, 99:8 Depot [1] - 121:9 depth [1] - 128:16 describe [2] - 7:23, 15:21 described [2] - 68:12, 68:18 description [2] - 22:24, 143:6 descriptive [1] - 131:7 designated [3] - 109:15, 143:25, 146:4 designation [1] - 78:15 desire [1] - 65:19 desiring [1] - 18:4 detail [3] - 64:2, 78:18, 93:19 details [3] - 79:17, 83:3, 140:11 develop [2] - 96:22, 141:22 DEVELOPMENT [1] - 1:20 Development [30] - 8:1, 8:10, 8:12, 17:19, 28:8, 31:3, 37:3, 37:8, 38:5, 43:10, 61:12, 64:20, 68:14, 74:17, 87:6, 87:7, 94:13, 97:7, 97:19, 105:15,</p>	<p>106:9, 106:14, 108:18, 111:1, 137:8, 137:11, 137:15, 137:22, 137:23, 137:24 development [25] - 8:24, 9:1, 30:5, 31:8, 44:9, 46:5, 78:5, 79:14, 80:3, 84:9, 86:21, 105:22, 105:25, 106:16, 107:1, 107:5, 108:11, 110:1, 110:9, 110:12, 110:19, 111:1, 111:8, 133:24, 134:18 DEVELOPMENTAL [1] - 1:23 devices [3] - 3:13, 5:1, 81:8 died [1] - 28:19 differ [1] - 112:7 difference [2] - 50:3, 80:11 different [10] - 47:4, 47:12, 54:7, 70:2, 70:8, 70:21, 84:25, 122:8, 123:21, 146:14 differently [1] - 84:23 difficult [1] - 130:18 difficulties [2] - 3:1, 9:12 difficulty [4] - 79:22, 107:9, 126:6, 137:12 dig [2] - 145:23, 145:24 dire [1] - 102:15 direct [3] - 97:11, 104:3, 122:3 Direct [1] - 108:20 directing [1] - 77:20 directly [6] - 52:23, 54:20, 54:21, 67:1, 94:20, 142:6 disagree [3] - 111:12, 121:25, 126:4 disagreement [2] - 47:16, 56:3 disagrees [1] - 55:17 disapprove [1] - 54:2 disclose [7] - 7:21, 13:19, 25:23, 33:22, 57:22, 89:20, 89:22 disclosed [2] - 7:18, 58:6 disconnect [1] - 114:7 discussion [10] - 4:13, 24:2, 32:10, 39:1, 56:10, 88:11,</p>	<p>95:23, 103:20, 129:17, 147:15 disparage [1] - 128:3 display [1] - 9:10 dispute [1] - 116:22 dissolved [1] - 144:6 distance [4] - 64:11, 81:11, 81:19 District [36] - 13:3, 13:4, 13:10, 18:16, 23:19, 25:4, 25:5, 25:13, 33:5, 33:5, 33:6, 33:16, 37:24, 38:1, 40:4, 40:4, 40:5, 40:20, 40:21, 57:5, 57:6, 57:15, 57:16, 59:2, 59:3, 65:3, 89:4, 89:5, 89:6, 89:15, 91:1, 108:3, 108:5, 127:18, 127:19, 127:21 district [12] - 21:24, 65:4, 66:6, 80:12, 101:13, 104:6, 129:22, 134:10, 134:11, 134:25, 135:2, 143:6 districts [6] - 35:15, 109:6, 129:9, 134:13, 135:3, 138:4 divide [1] - 104:24 divider [1] - 117:22 dividing [1] - 145:5 division [2] - 50:20, 147:20 DIVISION [1] - 1:22 document [5] - 100:6, 100:21, 101:9, 102:8, 102:17 documents [3] - 6:5, 7:5, 113:10 dogleg [3] - 49:9, 49:24, 52:7 dollars [1] - 119:22 done [11] - 61:19, 102:2, 115:2, 124:24, 138:7, 138:8, 138:23, 139:2, 139:4, 140:11 Donna [4] - 2:4, 13:2, 13:8, 17:7 donut [2] - 120:11, 120:16 door [5] - 48:19, 98:17, 117:24, 117:25, 118:5 DOROTHY [1] - 1:16 down [21] - 13:21, 34:8, 45:11, 50:24, 60:7, 92:19, 99:7, 107:8, 114:2, 118:3,</p>
---	--	---	--	--

<p>118:6, 118:23, 121:4, 122:21, 125:15, 130:6, 135:12, 141:13, 145:1, 145:7, 145:20 doziers [1] - 123:5 Dr [1] - 40:3 drafted [1] - 127:25 drawing [1] - 134:7 drawn [4] - 48:22, 51:18, 118:21 DREW [1] - 1:22 Drew [1] - 9:7 drew [1] - 74:24 Drive [11] - 40:20, 45:7, 45:13, 49:10, 49:12, 52:4, 97:25, 117:19, 119:8, 119:13 drive [6] - 34:7, 41:13, 55:22, 69:19, 98:14, 121:7 drives [1] - 141:13 dry [1] - 30:3 du/acre [2] - 57:5, 57:6 due [1] - 9:11 dumpsters [1] - 122:20 during [8] - 17:23, 68:14, 72:8, 72:25, 73:6, 108:25, 115:18, 141:11 dust [1] - 132:7 duty [1] - 123:4 dwelling [1] - 28:22 dwellings [1] - 112:21 dying [1] - 119:17</p> <p style="text-align: center;">E</p>	<p>economic [2] - 139:11, 145:22 Economic [1] - 18:23 ECUA [8] - 73:2, 73:10, 83:16, 84:19, 84:24, 85:2, 85:14, 86:10 edge [2] - 81:18, 100:11 EE [1] - 149:20 effect [4] - 8:20, 44:9, 66:5, 105:17 effort [2] - 20:1, 67:14 eight [1] - 15:2 either [11] - 7:11, 29:6, 54:19, 63:17, 64:22, 67:24, 69:20, 77:18, 82:19, 117:15, 143:11 elaborate [1] - 71:6 electronic [1] - 3:13 element [1] - 106:11 elementary [1] - 126:22 Elementary [1] - 126:22 elements [1] - 106:10 elite [1] - 75:6 Emerald [3] - 72:23, 82:9, 82:11 emerging [1] - 106:4 employee [2] - 149:12, 149:13 enclave [1] - 65:13 encourage [3] - 3:2, 85:23, 106:10 end [4] - 13:21, 118:2, 119:8, 119:10 ends [4] - 78:3, 81:6, 81:7, 110:16 Enforcement [5] - 115:5, 116:23, 117:2, 123:7, 135:20 engineer [4] - 63:19, 73:8, 75:24, 82:4 engineering [3] - 73:25, 74:3, 87:8 Englewood [17] - 99:15, 100:11, 109:16, 109:20, 119:9, 139:7, 140:14, 140:19, 142:5, 142:10, 142:12, 142:14, 142:16, 142:23, 144:9, 144:11, 146:10 Englewood's [1] - 140:20</p>	<p>enhancement [1] - 145:22 enormous [1] - 126:6 enter [2] - 99:24, 102:9 entered [2] - 6:6, 6:13 entering [1] - 100:7 enterprises [1] - 37:12 entertain [6] - 4:7, 5:8, 10:19, 11:8, 23:17, 32:3 entire [9] - 9:12, 46:21, 48:6, 52:3, 67:20, 84:9, 114:11, 125:19, 129:23 entirely [2] - 63:23, 65:2 enumerating [1] - 29:11 environment [3] - 8:20, 8:23, 105:18 Environmental [1] - 23:21 ESCAMBIA [3] - 1:1, 1:1, 149:4 Escambia [14] - 1:8, 1:9, 8:1, 53:17, 58:23, 59:16, 67:8, 68:13, 90:23, 91:15, 108:1, 118:8, 138:10, 145:21 especially [4] - 49:6, 97:5, 98:4, 98:16 essentially [1] - 78:5 established [1] - 5:19 estate [2] - 29:3, 29:6 Estess [1] - 123:25 et [2] - 79:23, 133:13 Eva [1] - 100:19 evaluation [1] - 107:16 Evans [2] - 89:3, 89:13 event [2] - 99:14, 115:17 eventually [1] - 73:12 evidence [2] - 6:6, 6:10, 6:13, 6:24, 6:25, 11:10, 17:15, 28:5, 36:24, 43:7, 47:16, 61:9, 63:23, 65:17, 94:9, 99:21, 99:24, 100:3, 100:25, 103:4, 126:18 evidentiary [1] - 6:1</p>	<p>ex [11] - 7:16, 7:22, 13:13, 25:17, 25:18, 33:18, 40:23, 57:18, 89:17, 89:18 exactly [3] - 28:12, 52:14, 98:17 examination [3] - 6:4, 95:1, 131:10 examine [3] - 102:16, 102:18, 102:21 example [1] - 122:16 except [6] - 34:4, 41:6, 58:12, 90:2, 90:10, 116:7 exception [2] - 29:13, 45:15 exceptions [2] - 68:12, 68:17 exclusively [1] - 113:6 excuse [2] - 25:14, 27:21 Exhibit [11] - 2:3, 2:24, 11:23, 11:24, 61:21, 100:8, 102:10, 103:5, 103:6, 103:23, 103:25 exhibits [3] - 6:5, 6:12, 7:5 exist [1] - 29:1 existence [1] - 127:4 existing [25] - 8:15, 15:16, 26:25, 35:2, 42:7, 45:8, 49:16, 53:9, 56:4, 59:6, 78:4, 79:13, 91:5, 99:1, 106:2, 109:4, 110:3, 110:6, 110:7, 110:9, 110:14, 112:16, 113:19, 138:15, 142:18 expand [2] - 118:16, 118:17 expansion [3] - 139:13, 139:14 expect [1] - 46:4 expeditious [1] - 67:23 expert [13] - 10:14, 10:16, 61:25, 62:8, 63:1, 63:6, 82:23, 83:4, 95:12, 95:15, 96:4, 124:9, 126:9 experts [2] - 6:8, 10:19 Expires [1] - 149:21 explain [3] - 15:8, 52:13, 100:6 explained [1] - 77:23</p>	<p>explaining [1] - 15:5 explanation [1] - 130:8 expressed [1] - 126:24 extend [1] - 46:23 extends [1] - 108:12 extensive [2] - 140:18, 143:24 extent [4] - 8:14, 8:18, 8:21, 8:25</p> <p style="text-align: center;">F</p> <p>face [1] - 54:15 facial [1] - 69:23 Fact [13] - 11:6, 11:9, 11:21, 17:11, 18:6, 20:18, 21:10, 23:24, 28:1, 32:6, 43:3, 61:5, 94:4 fact [21] - 29:8, 29:9, 34:4, 38:22, 50:9, 54:5, 58:13, 65:6, 79:3, 80:11, 80:17, 98:10, 102:13, 114:5, 114:20, 115:21, 116:11, 124:25, 133:20, 137:6, 147:11 factors [2] - 64:17, 64:21 factory [2] - 114:8, 116:17 factual [1] - 83:1 faculty [2] - 66:3, 74:25 fair [1] - 107:3 Fairfield [12] - 40:3, 40:19, 42:14, 43:16, 44:17, 45:7, 45:13, 97:25, 117:19, 119:8, 119:13, 120:21 fairly [1] - 79:23 falls [2] - 101:12, 144:13 familiar [6] - 34:10, 34:12, 41:6, 41:15, 72:7, 83:23 Family [6] - 57:5, 57:6, 57:15, 59:1, 59:2 family [31] - 15:17, 28:25, 29:1, 29:18, 29:19, 31:5, 31:11, 31:12, 45:5, 49:13, 49:20, 49:24, 50:10, 53:6, 64:7, 65:23, 69:22, 78:7, 78:15, 79:13, 79:20, 79:24,</p>
--	---	--	--	--

<p>80:23, 99:4, 109:9, 112:21, 113:13, 113:16, 132:11, 138:16 far [15] - 46:23, 53:15, 66:13, 66:14, 71:13, 71:17, 71:19, 71:21, 74:15, 84:18, 104:12, 116:23, 124:14, 132:10 father [3] - 17:23, 18:2, 135:14 father-in-law [1] - 135:14 faulting [1] - 127:25 favor [16] - 4:13, 5:14, 10:25, 11:15, 17:25, 24:2, 32:10, 39:2, 51:10, 51:23, 56:11, 88:11, 95:24, 103:20, 146:10, 147:15 feasibility [6] - 139:11, 140:25, 141:1, 141:4, 141:11, 141:15 feasible [1] - 139:12 feather [1] - 106:25 feature [1] - 106:15 fed [1] - 132:20 feet [4] - 81:17, 81:18, 99:3, 141:17 follow [2] - 13:15, 25:20 felt [2] - 96:13, 96:14 fence [1] - 81:7 few [6] - 16:1, 70:6, 71:1, 119:20, 131:6, 132:7 fill [1] - 95:3 filled [2] - 9:24, 58:6 final [3] - 7:6, 7:7, 19:1 finally [2] - 9:23, 128:3 finance [1] - 29:1 financial [1] - 104:11 financially [2] - 84:13, 85:7 findings [22] - 30:16, 31:15, 36:20, 37:10, 37:13, 47:11, 47:17, 51:21, 52:21, 55:17, 61:16, 67:18, 67:20, 88:8, 94:21, 97:3, 97:7, 100:15, 105:23, 110:8, 110:20, 111:3 Findings [18] - 11:6, 11:9, 11:21, 11:24, 17:11, 18:6, 20:18,</p>	<p>21:10, 23:24, 28:1, 32:6, 38:22, 43:3, 61:5, 94:4, 102:13, 137:6, 147:11 Findings-of-fact [17] - 11:6, 11:9, 11:21, 17:11, 18:6, 20:18, 21:10, 23:24, 28:1, 32:6, 38:22, 43:3, 61:5, 94:4, 102:13, 137:6, 147:11 fine [2] - 30:10, 83:11 finer [1] - 99:7 finish [1] - 100:23 firm [2] - 61:2, 141:2 First [1] - 1:10 first [16] - 13:7, 15:11, 24:11, 50:19, 61:15, 63:13, 63:22, 66:6, 95:10, 100:23, 101:1, 113:20, 114:2, 131:20, 145:17, 146:4 Fisher [3] - 2:11, 34:21, 37:21 FISHER [5] - 34:21, 35:17, 35:22, 36:1, 37:21 fit [1] - 133:12 fits [1] - 130:7 five [2] - 32:15, 120:10 fix [1] - 119:15 flip [5] - 110:24, 145:1, 145:11, 146:12, 146:15 floor [3] - 50:25, 103:3, 103:16 Floor [1] - 1:10 flop [3] - 145:11, 146:12, 146:15 flopping [1] - 145:2 FLORIDA [2] - 1:1, 149:3 Florida [9] - 1:10, 7:17, 17:5, 69:7, 82:11, 94:2, 124:1, 149:7, 149:20 flow [1] - 94:19 folks [8] - 50:18, 125:5, 126:13, 127:10, 127:23, 128:6, 128:10, 128:22 follow [1] - 4:19 follow-up [1] - 4:19 following [4] - 8:4, 17:24, 113:14, 140:17 follows [1] - 123:20 food [1] - 120:13 foot [33] - 15:13,</p>	<p>26:22, 27:6, 34:24, 35:11, 42:2, 42:15, 42:16, 43:20, 45:5, 45:10, 46:3, 50:4, 53:4, 53:7, 53:11, 59:4, 59:15, 59:17, 76:3, 81:13, 81:15, 91:2, 91:14, 91:16, 104:20, 109:5, 112:13, 112:14, 113:1, 121:1, 122:4, 122:5 FOR [1] - 1:1 foregoing [1] - 149:8 forgive [1] - 40:9 forgot [2] - 143:22, 144:4 form [7] - 6:15, 6:19, 9:16, 9:24, 53:17, 58:7, 96:19 formal [1] - 6:2 forms [1] - 95:3 Forte [5] - 2:22, 100:18, 101:2, 101:5, 137:2 FORTE [32] - 101:5, 101:11, 101:16, 101:20, 101:24, 102:4, 136:24, 137:2, 137:12, 138:1, 138:11, 138:14, 138:24, 139:6, 139:24, 141:1, 141:12, 142:4, 142:16, 142:19, 142:23, 143:5, 143:13, 143:16, 143:19, 143:24, 144:9, 144:12, 145:13, 146:2, 146:13, 146:18 forth [4] - 87:20, 99:5, 99:18, 108:24 forward [23] - 3:4, 16:6, 23:9, 27:12, 30:11, 36:10, 39:11, 42:21, 47:19, 68:25, 69:3, 84:2, 95:4, 95:5, 95:8, 103:1, 104:9, 107:21, 123:19, 131:19, 139:3, 141:8, 141:16 foster [1] - 106:15 four [5] - 25:13, 25:14, 30:24, 109:11, 117:13 frankly [2] - 64:23, 80:1 frat [1] - 86:4 front [11] - 34:25,</p>	<p>42:4, 43:25, 48:15, 48:18, 51:2, 84:17, 84:19, 135:14, 135:22, 148:1 frontage [3] - 45:6, 107:7, 107:14 fronts [1] - 54:12 full [4] - 36:14, 93:24, 131:22, 149:9 fully [2] - 51:19, 83:23 function [2] - 71:16, 82:13 funds [1] - 139:10 Furthermore [1] - 108:11 further [4] - 17:16, 36:25, 43:8, 94:11 Future [2] - 38:5, 108:8 future [25] - 15:15, 26:23, 35:1, 42:4, 42:5, 59:5, 80:19, 84:18, 87:16, 91:4, 97:1, 97:4, 104:7, 105:16, 120:6, 120:8, 121:16, 121:17, 121:21, 129:14, 130:2, 138:11, 139:15, 140:10</p> <hr/> <p style="text-align: center;">G</p> <hr/> <p>GENERAL [1] - 1:24 general [7] - 13:16, 25:21, 33:21, 38:10, 68:15, 98:15, 139:23 generally [2] - 78:18, 79:15 generations [1] - 119:20 gentlemen [1] - 3:17 Gerald [2] - 33:3, 33:14 given [8] - 6:2, 9:12, 21:2, 21:4, 31:15, 98:10, 106:6, 115:21 goals [6] - 17:16, 28:6, 36:25, 43:8, 61:10, 94:11 goodloe [1] - 130:22 GOODLOE [17] - 1:17, 10:24, 11:11, 14:2, 23:25, 26:4, 34:4, 38:17, 38:19, 41:6, 58:2, 90:2, 110:22, 130:23, 141:24, 147:7, 147:9 goodness [1] - 86:11</p>	<p>governed [2] - 60:22, 72:23 Government [1] - 124:3 government [1] - 73:15 graciously [1] - 111:11 grandfather [1] - 115:22 grandfathered [2] - 114:6, 114:13 grandfathering [1] - 115:19 granted [1] - 124:20 grants [1] - 22:6 Gravel [1] - 115:15 great [3] - 22:15, 124:11, 130:1 ground [5] - 112:4, 112:17, 113:19, 115:1, 138:9 group [2] - 62:7, 75:7 groups [1] - 143:3 growing [2] - 118:15, 118:24 growth [2] - 120:1, 145:20 guess [11] - 19:9, 19:25, 55:6, 78:19, 79:1, 110:24, 117:12, 134:5, 137:4, 141:9, 141:20</p> <hr/> <p style="text-align: center;">H</p> <hr/> <p>half [6] - 42:4, 47:2, 48:23, 118:13, 118:14, 131:25 halfway [1] - 16:20 HALSTEAD [1] - 1:23 Hamilton [1] - 94:1 hammer [1] - 140:8 hand [7] - 10:9, 16:25, 52:15, 79:9, 92:11, 92:13, 149:16 handle [2] - 72:25, 124:25 handled [2] - 71:14, 84:22 hands [1] - 85:16 Hanks [3] - 13:3, 13:9, 18:15 happy [2] - 21:1, 75:25 hard [2] - 114:14, 130:4 Hart [1] - 61:3</p>
--	--	--	---	---

<p>hate [1] - 51:14 haul [1] - 122:22 head [2] - 120:17, 133:10 Health [2] - 82:12, 83:16 hear [13] - 3:4, 3:6, 5:22, 9:20, 9:21, 9:23, 20:11, 20:14, 20:25, 107:20, 122:15, 122:23, 123:9 heard [6] - 7:20, 13:7, 71:9, 102:19, 102:20, 114:16 hearing [40] - 3:3, 4:20, 4:23, 5:4, 5:21, 6:21, 7:14, 10:18, 11:5, 11:9, 11:20, 13:17, 17:10, 21:8, 25:22, 26:12, 27:11, 27:24, 28:1, 33:11, 35:3, 36:3, 36:19, 38:12, 38:22, 41:18, 42:20, 58:15, 59:8, 68:21, 68:22, 90:15, 90:17, 94:5, 95:5, 142:13, 144:24, 147:12, 148:6, 148:7 hearings [4] - 5:24, 5:25, 6:1, 6:23 heartburn [1] - 144:25 heavy [5] - 98:16, 119:25, 123:4, 125:9, 126:24 held [4] - 1:7, 18:25, 29:2, 140:4 help [2] - 52:17, 114:12 helpful [1] - 131:1 hereby [2] - 88:3, 149:7 hereto [2] - 11:25, 104:1 hereunto [1] - 149:16 Hernandez [1] - 118:2 High [3] - 33:5, 57:6, 89:5 high [5] - 30:3, 37:24, 104:23, 108:4, 119:10 higher [1] - 134:12 hightower [1] - 142:9 HIGHTOWER [14] - 1:19, 14:1, 15:2, 15:4, 26:3, 34:1, 41:5, 58:1, 90:1, 142:8, 142:10, 142:17, 142:20, 143:3</p>	<p>Highway [6] - 36:17, 45:22, 97:24, 107:7, 118:7, 119:8 Hinote [1] - 132:10 hired [1] - 124:10 historical [1] - 54:24 historically [1] - 114:4 history [3] - 97:23, 124:16, 125:13 hold [5] - 16:17, 50:18, 76:23, 99:22, 141:17 Holley [2] - 71:15, 71:24 HOLMER [1] - 1:22 home [16] - 45:3, 49:23, 52:5, 52:6, 52:13, 53:1, 53:6, 53:22, 77:13, 78:10, 78:11, 83:15, 109:9, 112:21, 120:25, 138:17 Home [1] - 121:8 homes [17] - 31:4, 45:3, 45:5, 50:10, 64:7, 66:13, 78:7, 79:20, 79:24, 80:20, 80:23, 99:4, 99:5, 109:10, 125:14, 130:21, 132:12 honest [1] - 86:2 hope [4] - 75:7, 99:9, 127:3, 127:6 HORACE [1] - 1:22 Horace [8] - 50:19, 50:20, 71:5, 73:10, 86:24, 87:17, 134:17, 145:16 HORNE [4] - 82:3, 83:8, 83:11, 84:8 horne [4] - 68:1, 80:4, 80:25, 81:22 Horne [10] - 2:19, 63:18, 72:7, 72:16, 73:1, 82:2, 82:3, 82:23 house [11] - 28:21, 48:20, 49:13, 50:14, 53:19, 84:18, 84:19, 86:5, 119:4, 125:23, 147:20 housekeeping [1] - 36:2 houses [3] - 45:18, 46:10, 54:15 housing [1] - 74:25 huge [1] - 49:18 hundred [1] - 43:20 hydric [1] - 109:23</p>	<p style="text-align: center;">I</p> <p>ID-1 [40] - 33:6, 33:16, 35:1, 37:24, 38:1, 38:20, 89:5, 89:6, 89:14, 91:1, 91:3, 92:2, 96:20, 98:7, 98:8, 104:6, 105:5, 108:4, 108:13, 109:6, 110:13, 112:19, 113:3, 115:10, 118:17, 120:6, 122:14, 122:18, 123:8, 124:20, 127:19, 127:20, 129:10, 131:3, 131:4, 132:23, 133:11, 144:18, 146:13 ID-2 [14] - 96:8, 96:12, 110:20, 112:14, 115:23, 123:8, 124:18, 128:4, 128:11, 144:16, 144:18, 146:9, 146:10, 146:11 idea [3] - 65:3, 102:19, 126:15 identical [1] - 80:1 identified [3] - 11:25, 104:1, 129:9 identify [1] - 7:23 II [3] - 1:23, 101:5, 137:2 imaginary [2] - 51:12, 51:14 immediately [5] - 29:15, 29:24, 65:8, 79:11, 79:13 impact [11] - 8:19, 72:19, 76:2, 82:8, 109:5, 109:14, 110:6, 111:20, 112:10, 119:25, 126:24 impacted [1] - 143:9 impacts [3] - 8:22, 65:18, 107:3 impaired [1] - 135:17 implication [1] - 74:24 important [2] - 3:6, 3:19 improvement [1] - 140:9 improvements [1] - 99:18 IN [2] - 1:1, 149:16 incentive [1] - 104:12</p>	<p>include [3] - 8:3, 61:17, 127:6 included [2] - 11:22, 105:12 includes [3] - 9:13, 29:14, 100:7 including [4] - 53:5, 64:21, 78:24, 84:7 inclusive [1] - 149:9 incompatible [2] - 55:11, 110:13 inconsistency [1] - 144:25 inconsistent [3] - 51:6, 137:7, 137:14 inconvenience [1] - 125:2 incorporated [1] - 143:12 incorrect [1] - 40:9 incorrectly [1] - 118:22 indicate [1] - 97:3 indicated [4] - 83:13, 100:9, 109:24, 126:12 indicates [1] - 105:19 individual [3] - 6:14, 80:9, 80:20 individually [1] - 29:11 individuals [4] - 6:20, 10:13, 68:19, 118:15 industrial [33] - 104:7, 106:18, 106:20, 106:25, 108:12, 108:14, 108:23, 110:5, 111:18, 111:23, 111:25, 112:1, 112:8, 112:24, 113:3, 113:8, 113:13, 116:12, 117:16, 119:10, 120:7, 121:4, 122:18, 125:9, 126:3, 126:16, 126:25, 127:4, 130:2, 134:14, 138:3, 139:9, 139:17 Industrial [13] - 33:5, 33:6, 33:16, 37:24, 38:1, 89:5, 89:6, 89:15, 91:1, 108:4, 127:19, 127:21, 137:18 infill [1] - 108:11 inform [2] - 74:2, 74:5 information [4] - 73:9, 75:22, 83:2,</p>	<p>103:15 informed [5] - 28:9, 73:7, 85:21, 86:13, 87:16 infrastructure [1] - 65:1 infringes [1] - 116:12 initial [3] - 61:20, 64:18, 65:6 input [1] - 86:25 inside [3] - 43:22, 43:23, 123:8 inspected [1] - 101:22 instead [1] - 55:22 intact [1] - 43:21 intended [3] - 28:17, 29:4, 65:25 intending [1] - 133:1 intense [2] - 65:4, 65:11 intensities [1] - 110:13 intensive [1] - 52:10 intent [4] - 8:11, 22:3, 97:4, 108:7 intentionally [1] - 40:16 interested [8] - 26:12, 36:4, 41:18, 58:15, 90:15, 104:11, 125:21, 149:14 interesting [2] - 106:8, 120:5 intermodal [1] - 106:23 interoffice [3] - 99:19, 100:16, 103:9 interpretation [1] - 82:8 interrupt [1] - 3:13 intersection [2] - 106:19, 107:11 interviewed [1] - 141:10 introduce [2] - 60:24, 67:17 intrusive [1] - 110:5 inventory [3] - 99:3, 122:16, 123:10 Inventory [1] - 109:23 invocation [2] - 3:24, 3:25 involved [17] - 7:22, 19:6, 29:13, 29:23, 30:4, 74:12, 76:9, 79:4, 85:23, 86:1, 114:17, 115:8, 117:3, 124:13, 125:12,</p>
--	--	--	--	--

<p>125:13, 143:10 irrelevant^[1] - 127:1 issue^[12] - 55:9, 65:21, 65:22, 72:22, 79:4, 80:5, 82:10, 84:25, 96:14, 125:10, 125:25, 127:2 issued^[2] - 98:2, 133:25 issues^[5] - 72:3, 72:16, 75:25, 80:7, 81:23 item^[1] - 36:2 items^[2] - 9:13, 86:10 itself^[4] - 21:15, 78:20, 80:10, 82:7</p>	<p>68:24, 69:6 Juan^[11] - 2:17, 2:21, 53:17, 58:22, 62:11, 62:12, 67:8, 76:17, 77:2, 90:23, 108:1 judgment^[1] - 117:14 judicial^[10] - 1:7, 3:7, 4:23, 5:24, 5:25, 6:18, 22:17, 27:23, 148:5 judiciary^[1] - 7:8 July^[1] - 109:18 jump^[1] - 65:24 jurisdiction^[2] - 7:10, 71:14 justify^[2] - 28:13, 64:16</p>	<p>known^[3] - 105:15, 105:18, 132:11 knows^[1] - 124:11</p> <p style="text-align: center;">L</p> <hr/> <p>label^[1] - 103:5 labeled^[2] - 61:20, 78:4 lady^[1] - 68:1 lag^[1] - 114:18 Land^[31] - 8:1, 8:10, 8:11, 17:19, 28:8, 31:3, 37:2, 37:8, 38:4, 38:5, 43:10, 61:12, 64:20, 68:13, 74:17, 87:6, 87:7, 94:13, 97:7, 97:19, 105:15, 106:9, 106:13, 108:8, 108:18, 137:8, 137:11, 137:14, 137:21, 137:23, 137:24 land^[39] - 10:14, 10:20, 15:15, 15:16, 15:18, 21:17, 21:18, 26:23, 26:25, 35:1, 35:2, 42:4, 42:5, 42:7, 44:3, 46:16, 46:22, 46:23, 49:16, 53:10, 59:5, 59:6, 63:6, 65:5, 91:4, 91:5, 95:14, 97:1, 97:4, 104:7, 110:7, 112:16, 113:19, 120:6, 120:8, 121:16, 138:15, 139:15 landowners^[1] - 124:13 lands^[1] - 109:1 Lane^[1] - 94:1 lane^[1] - 108:22 language^[1] - 130:25 Large^[4] - 18:19, 18:20, 23:21, 149:7 large^[1] - 22:10 larger^[2] - 55:19, 123:1 Larry^[5] - 2:10, 33:3, 33:13, 36:16, 61:3 last^[7] - 67:13, 96:20, 114:15, 114:17, 116:9, 141:25, 144:14 late^[1] - 138:22 laundromat^[1] - 45:23 law^[4] - 6:1, 6:13,</p>	<p>7:17, 135:14 LDC^[2] - 108:18, 108:24 lead^[1] - 3:23 leader^[1] - 94:18 leased^[1] - 44:1 least^[9] - 16:21, 16:22, 53:15, 64:1, 66:23, 76:1, 127:15, 140:4, 140:7 leave^[3] - 15:23, 91:19 leaves^[1] - 107:12 left^[3] - 59:25, 83:9, 123:3 Legal^[1] - 11:25 legal^[6] - 5:9, 11:10, 11:21, 22:24, 131:5, 143:6 legitimacy^[1] - 126:5 LEMOS^[25] - 53:16, 58:16, 58:19, 58:22, 59:23, 60:5, 60:17, 67:8, 77:4, 77:8, 77:13, 77:15, 90:23, 92:14, 92:18, 92:21, 93:3, 99:11, 99:25, 100:23, 108:1, 112:16, 113:5, 131:14, 146:24 Lemos^[11] - 2:17, 2:21, 53:17, 58:23, 62:11, 62:18, 62:24, 63:1, 67:8, 90:23, 108:1 less^[8] - 6:2, 28:18, 52:10, 65:11, 70:23, 125:2, 125:3 letter^[4] - 65:7, 120:4, 121:14 Letter^[2] - 2:24, 103:25 level^[5] - 73:16, 76:3, 99:7, 100:12 Lewis^[1] - 118:8 lifetime^[1] - 125:19 light^[5] - 108:12, 108:14, 110:5, 139:9, 139:16 Light^[12] - 33:5, 33:6, 33:16, 37:24, 38:1, 89:5, 89:6, 89:14, 91:1, 108:4, 127:19, 137:18 lightly^[1] - 125:7 limit^[1] - 68:16 limited^[4] - 6:8, 6:9, 85:19, 118:11 Limited^[2] - 108:3,</p>	<p>127:18 line^[17] - 46:13, 46:24, 47:2, 48:22, 51:12, 51:13, 51:14, 55:1, 84:17, 84:19, 85:7, 99:15, 114:2, 115:16, 121:10, 145:20 lines^[4] - 47:8, 51:17, 118:21, 145:5 linking^[3] - 97:15, 97:21, 98:21 links^[1] - 98:22 list^[12] - 27:8, 35:12, 42:16, 52:25, 59:17, 91:16, 129:23, 133:9, 133:11, 133:15, 133:18, 133:20 listed^[3] - 53:3, 63:15, 137:18 listen^[3] - 66:17, 74:6, 86:15 listened^[1] - 128:21 listening^[3] - 124:6, 128:19, 136:17 literally^[1] - 115:19 litigating^[1] - 125:10 live^[14] - 69:6, 69:21, 69:25, 70:19, 74:1, 75:11, 75:12, 75:15, 78:11, 118:5, 119:18, 120:17, 125:23 lived^[4] - 125:18, 125:19, 132:6, 132:12 lives^[4] - 70:6, 78:25, 80:12, 125:23 living^[5] - 66:13, 72:14, 74:7, 126:13, 127:24 LLOYD^[1] - 1:21 local^[2] - 108:22, 141:2 located^[5] - 6:16, 35:8, 35:9, 106:18, 142:4 locating^[1] - 107:9 location^[5] - 78:7, 96:11, 98:8, 106:17, 116:1 locational^[10] - 15:11, 26:21, 34:23, 42:1, 42:18, 59:3, 91:2, 108:23, 137:9, 137:20 locked^[2] - 119:3, 119:4 lodging^[1] - 66:12 logical^[4] - 9:1, 31:8, 110:11, 138:24</p>
<p>J</p>				
<p>JAMES^[2] - 1:25, 149:6 James^[1] - 131:24 JAMES^[1] - 149:19 Jamesville^[1] - 27:18 Janet^[2] - 71:15, 71:23 jesse^[1] - 61:1 Jesse^[5] - 2:17, 57:3, 57:11, 77:4, 124:10 jewelry^[2] - 45:24, 53:5 John^[6] - 2:11, 34:21, 35:13, 37:21, 76:14, 76:16 Johns^[3] - 77:8, 77:25, 79:8 Jones^[5] - 27:7, 42:15, 50:19, 50:20, 85:22 JONES^[42] - 1:22, 16:19, 16:22, 50:5, 50:17, 50:20, 51:4, 51:8, 62:3, 62:9, 62:11, 62:17, 62:19, 63:3, 71:12, 71:23, 72:4, 72:23, 73:13, 74:8, 75:19, 79:9, 81:14, 87:1, 87:3, 93:5, 93:12, 111:7, 111:11, 111:16, 112:20, 114:12, 116:25, 117:7, 131:8, 133:19, 137:10, 137:16, 138:5, 138:13, 138:19, 139:1 Josie^[3] - 2:18,</p>	<p style="text-align: center;">K</p> <p>K-Mart^[1] - 121:8 KAREN^[1] - 1:17 keep^[7] - 44:7, 45:20, 45:21, 47:13, 47:23, 47:25, 51:20 Ken^[5] - 63:18, 72:7, 72:16, 82:3 Kenneth^[3] - 2:19, 73:1, 82:3 Kentucky^[3] - 49:10, 49:12, 52:4 KERR^[1] - 1:21 Kerrigan^[13] - 2:23, 94:17, 94:23, 102:14, 102:16, 102:24, 123:17, 123:20, 123:25, 131:10, 132:19, 136:12 KERRIGAN^[9] - 102:18, 123:24, 124:3, 124:6, 129:12, 130:9, 130:16, 131:16, 136:16 kids^[3] - 70:4, 70:5, 70:22 kind^[22] - 35:15, 45:18, 60:5, 76:13, 81:9, 110:24, 120:1, 120:24, 124:16, 126:16, 126:20, 128:7, 138:14, 139:17, 140:22, 141:6, 144:23, 144:24, 144:25, 145:24, 145:25 knowing^[2] - 70:1, 102:5</p>			

<p>LONG [1] - 1:22 look [44] - 16:14, 50:6, 53:9, 72:10, 72:15, 72:16, 72:18, 73:3, 73:5, 73:23, 74:6, 77:16, 78:22, 80:8, 80:17, 85:18, 93:8, 98:10, 98:14, 106:17, 110:22, 111:19, 112:1, 112:5, 112:6, 113:6, 113:10, 117:18, 118:2, 118:3, 118:6, 119:13, 119:16, 119:17, 121:5, 121:23, 128:16, 129:23, 130:24, 133:9, 134:24, 137:20, 142:10, 145:24 looked [4] - 54:24, 111:8, 114:11, 117:12 looking [53] - 15:9, 27:2, 27:3, 27:4, 27:5, 35:4, 35:5, 35:6, 35:9, 35:10, 42:10, 42:11, 42:12, 42:13, 55:11, 59:9, 59:10, 59:11, 59:12, 59:13, 59:14, 81:17, 91:8, 91:9, 91:10, 91:11, 91:12, 91:14, 98:4, 104:18, 110:20, 112:9, 112:20, 113:5, 113:11, 113:12, 114:10, 116:11, 117:14, 117:20, 117:21, 118:12, 118:20, 119:1, 120:1, 121:20 looks [11] - 13:6, 26:17, 34:18, 54:23, 55:5, 66:1, 71:24, 80:19, 93:16, 113:8, 142:11 lose [1] - 117:5 losing [1] - 135:9 lost [1] - 9:6 Louisiana [2] - 49:12, 52:4 Low [1] - 57:5 Low-Medium [1] - 57:5 Lowe's [4] - 45:12, 120:14, 120:18, 121:9 luxury [1] - 14:21</p>	<p>mailers [1] - 140:6 mailing [5] - 27:7, 35:12, 42:16, 59:17, 91:16 main [2] - 64:10, 114:3 maintain [1] - 97:10 MANAGER [1] - 1:22 manager [2] - 50:21, 100:19 mandate [2] - 83:16, 84:13 mandated [2] - 84:12, 84:20 manufacturing [1] - 114:24 map [54] - 15:12, 15:13, 15:15, 15:16, 15:19, 26:21, 26:23, 26:25, 27:6, 34:23, 34:24, 35:2, 35:3, 35:11, 35:14, 42:2, 42:7, 42:15, 47:9, 48:21, 50:6, 52:3, 59:5, 59:7, 59:15, 76:12, 76:20, 78:2, 78:4, 78:23, 91:2, 91:3, 91:4, 91:5, 91:15, 92:22, 98:5, 105:24, 110:1, 110:7, 113:6, 113:7, 113:9, 113:15, 117:15, 138:2, 142:11, 146:3, 146:7 Map [2] - 18:20 maps [24] - 9:3, 9:10, 9:19, 14:10, 14:16, 15:5, 16:13, 26:18, 27:10, 34:20, 36:7, 42:18, 54:24, 58:21, 59:19, 60:20, 90:21, 91:18, 92:7, 111:17, 112:3, 112:20, 138:6, 138:8 March [2] - 109:19, 140:15 marked [1] - 11:22 Mart [1] - 121:8 master [2] - 141:20, 141:23 matches [1] - 30:5 matter [7] - 31:20, 56:10, 68:10, 85:17, 85:19, 88:2, 120:15 matters [1] - 7:15 McLeod [1] - 123:25 mean [19] - 19:15, 19:24, 46:8, 49:3, 49:4, 51:11, 51:12, 51:15, 52:19, 75:2,</p>	<p>84:19, 85:3, 86:2, 93:8, 93:19, 111:14, 112:15, 116:21, 133:14 meander [1] - 120:23 meaning [1] - 134:11 means [3] - 53:2, 75:16, 134:3 meat [1] - 40:18 mechanism [1] - 22:5 Medium [2] - 57:5, 57:6 Medium-High [1] - 57:6 meet [10] - 29:9, 31:1, 31:14, 74:11, 107:15, 133:16, 134:20, 137:25, 139:14, 140:6 meeting [8] - 3:8, 3:14, 3:19, 4:2, 4:8, 5:6, 88:4, 145:7 meetings [2] - 73:8, 142:2 meets [3] - 37:12, 74:16, 141:13 MEMBER [1] - 1:19 member [5] - 19:25, 20:23, 29:18, 31:19, 66:23 Member [1] - 13:12 members [83] - 4:3, 4:4, 4:14, 5:5, 5:15, 5:20, 6:17, 7:14, 7:21, 9:9, 9:18, 9:23, 10:1, 10:5, 10:8, 10:15, 11:1, 11:7, 11:16, 13:16, 15:8, 15:9, 15:24, 16:4, 18:8, 20:10, 20:16, 21:2, 21:10, 23:13, 24:3, 24:12, 25:16, 25:17, 25:21, 27:9, 31:16, 32:2, 32:11, 33:17, 33:20, 37:14, 37:19, 38:7, 38:15, 39:3, 40:22, 40:24, 40:25, 42:17, 45:16, 56:12, 57:17, 57:20, 57:21, 59:18, 63:4, 66:3, 66:4, 67:3, 67:17, 68:6, 71:4, 77:23, 87:22, 88:12, 89:16, 89:19, 89:20, 91:17, 94:16, 95:13, 95:16, 95:25, 103:21, 107:18, 107:19, 130:12, 133:6, 136:2, 146:16, 147:16</p>	<p>Members [1] - 41:17 memo [2] - 101:14, 139:18 memorandum [3] - 99:19, 100:16, 103:9 memory [1] - 90:20 mentioned [5] - 31:11, 85:22, 108:15, 122:24, 125:16 mere [1] - 80:17 merit [1] - 128:13 met [7] - 18:17, 38:3, 44:24, 45:14, 67:10, 67:25, 135:5 MH [1] - 77:12 microphone [3] - 46:19, 69:13, 84:2 microphones [3] - 3:2, 32:20, 32:22 middle [1] - 128:14 MIDDLETON [23] - 69:6, 69:10, 69:14, 70:16, 73:22, 74:21, 75:1, 75:9, 76:14, 77:7, 77:10, 77:14, 77:17, 83:10, 84:1, 84:4, 84:11, 85:1, 86:12, 86:19, 86:23, 87:2, 87:14 middleton [5] - 73:21, 74:23, 78:25, 83:7, 84:3 Middleton [8] - 2:18, 68:24, 69:2, 69:6, 71:9, 77:3, 80:12, 82:7 Middleton's [1] - 81:23 middleton's [1] - 78:8 might [15] - 20:11, 20:14, 29:25, 52:17, 66:11, 71:5, 102:14, 105:6, 107:18, 116:4, 121:4, 122:13, 130:1, 134:19, 141:15 mile [2] - 104:22, 104:23 miles [1] - 107:6 millions [1] - 119:22 mind [3] - 47:14, 51:2, 51:20 minimize [2] - 72:19, 74:15 minimum [1] - 87:5 minute [2] - 3:15, 32:16 minutes [2] - 3:21, 4:8 missing [2] - 10:3,</p>	<p>10:4 misunderstanding [1] - 113:2 mixed [2] - 42:6, 132:14 Mixed [8] - 26:24, 59:6, 65:3, 91:4, 108:7, 108:15, 137:19, 139:16 mixing [1] - 115:1 mobile [12] - 31:4, 45:3, 77:13, 78:10, 78:11, 99:4, 109:9, 112:21, 120:25, 132:12, 138:16 Mobile [4] - 45:21, 97:24, 118:6, 119:8 moment [5] - 16:17, 80:5, 98:5, 99:22, 129:4 momentarily [1] - 99:14 moments [1] - 16:1 Monday [1] - 1:8 money [3] - 119:21, 143:22, 144:4 month [2] - 4:19, 96:20 monthly [1] - 4:18 morning [13] - 13:22, 13:23, 16:15, 16:16, 27:12, 27:15, 36:11, 36:13, 39:15, 42:21, 60:21, 96:7, 148:4 mortgage [1] - 29:2 most [7] - 47:22, 65:4, 106:19, 117:14, 130:18, 139:21, 144:14 mostly [1] - 117:22 mother [1] - 17:22 motion [34] - 4:12, 4:17, 5:8, 5:11, 5:18, 10:22, 11:4, 11:8, 11:12, 11:19, 23:17, 24:1, 32:3, 32:9, 32:14, 38:17, 38:25, 39:6, 51:22, 51:23, 55:24, 55:25, 56:1, 56:6, 56:15, 88:10, 88:15, 95:20, 102:11, 103:3, 103:16, 147:7, 147:13, 147:14 Motion [6] - 2:6, 2:9, 2:12, 2:15, 2:19, 2:24 mouse [2] - 76:17, 79:9 move [20] - 3:3, 4:10, 10:7, 23:18, 25:9, 32:4, 44:3, 47:19,</p>
<p>M</p> <p>ma'am [4] - 68:25, 69:1, 69:9, 84:8</p>				

<p>49:22, 77:5, 88:6, 95:19, 102:7, 107:24, 118:14, 118:16, 119:2, 139:3, 141:8, 141:16 moved [6] - 5:10, 10:21, 11:11, 55:1, 115:9, 115:14 movement [1] - 27:21 moving [4] - 39:11, 57:9, 105:25, 110:2 MR [621] - 3:1, 4:1, 4:7, 4:10, 4:12, 4:15, 4:17, 4:22, 5:8, 5:10, 5:11, 5:13, 5:14, 5:16, 5:18, 9:6, 9:9, 10:6, 10:11, 10:22, 10:24, 10:25, 11:2, 11:4, 11:11, 11:12, 11:15, 11:17, 11:19, 13:6, 13:25, 14:2, 14:3, 14:4, 14:5, 14:7, 14:9, 14:18, 15:3, 15:5, 15:7, 15:23, 16:9, 16:12, 16:13, 16:16, 16:17, 16:19, 16:20, 16:22, 16:23, 17:2, 17:4, 17:6, 17:8, 17:9, 17:12, 17:13, 17:20, 17:21, 17:22, 18:5, 18:7, 18:8, 19:4, 19:9, 19:15, 19:19, 19:22, 20:5, 20:8, 20:9, 20:16, 21:13, 21:21, 21:23, 21:24, 22:2, 22:11, 22:15, 22:19, 22:21, 22:22, 23:7, 23:8, 23:12, 23:13, 23:16, 23:18, 23:25, 24:1, 24:4, 24:6, 24:13, 24:14, 25:9, 26:4, 26:5, 26:6, 26:7, 26:9, 26:11, 26:14, 26:16, 27:9, 27:15, 27:17, 27:21, 28:2, 28:3, 28:9, 28:11, 28:12, 30:10, 30:17, 30:18, 30:21, 31:16, 31:19, 31:25, 32:2, 32:8, 32:9, 32:12, 32:14, 32:19, 33:10, 34:3, 34:4, 34:6, 34:7, 34:9, 34:11, 34:14, 34:17, 34:21, 35:13, 35:17, 35:18, 35:20, 35:22, 35:24, 36:1, 36:2, 36:6, 36:9, 36:13, 36:16, 36:18, 36:21, 36:22, 37:4, 37:5, 37:6, 37:14,</p>	<p>37:18, 37:21, 38:7, 38:14, 38:15, 38:17, 38:18, 38:19, 38:25, 39:4, 39:6, 39:7, 39:8, 40:8, 40:11, 40:12, 40:14, 40:15, 41:6, 41:8, 41:9, 41:10, 41:11, 41:13, 41:17, 41:21, 41:24, 42:17, 42:20, 42:24, 43:1, 43:2, 43:4, 43:5, 43:12, 43:13, 43:14, 44:11, 44:13, 44:18, 44:21, 45:16, 45:17, 45:25, 46:6, 46:12, 46:15, 46:18, 46:21, 47:1, 47:4, 47:6, 47:8, 47:10, 47:20, 48:4, 48:14, 49:3, 49:8, 49:14, 49:17, 49:25, 50:5, 50:14, 50:17, 50:18, 50:20, 50:22, 50:23, 51:1, 51:4, 51:5, 51:8, 51:9, 51:17, 52:17, 52:21, 53:16, 54:8, 54:16, 54:18, 54:19, 55:5, 55:8, 55:24, 55:25, 56:6, 56:8, 56:9, 56:13, 56:15, 56:19, 56:20, 57:9, 58:2, 58:3, 58:4, 58:5, 58:9, 58:11, 58:14, 58:16, 58:17, 58:19, 58:20, 58:22, 59:18, 59:20, 59:21, 59:23, 60:2, 60:4, 60:5, 60:7, 60:8, 60:9, 60:11, 60:13, 60:14, 60:16, 60:17, 60:19, 61:1, 61:4, 61:6, 61:7, 61:13, 61:14, 61:15, 61:19, 61:22, 62:1, 62:3, 62:4, 62:6, 62:9, 62:10, 62:11, 62:15, 62:17, 62:18, 62:19, 62:22, 62:25, 63:3, 63:4, 63:8, 63:10, 63:11, 63:12, 66:19, 66:22, 67:2, 67:6, 67:8, 67:13, 67:22, 68:6, 68:9, 69:3, 69:8, 69:12, 70:15, 71:3, 71:12, 71:18, 71:23, 72:2, 72:4, 72:22, 72:23, 73:10, 73:13, 73:17, 74:8, 74:23, 75:2, 75:19, 76:11, 76:16, 76:17, 76:19, 76:23, 77:5, 77:8, 77:13, 77:15, 77:20,</p>	<p>77:25, 78:19, 78:22, 79:1, 79:3, 79:9, 79:11, 81:2, 81:5, 81:8, 81:10, 81:14, 81:15, 81:20, 81:22, 81:25, 82:3, 82:22, 82:25, 83:6, 83:8, 83:11, 84:2, 84:8, 84:16, 86:17, 86:20, 86:24, 87:1, 87:3, 87:15, 87:21, 87:22, 87:25, 88:7, 88:9, 88:10, 88:13, 88:15, 89:9, 90:2, 90:4, 90:5, 90:6, 90:7, 90:9, 90:10, 90:14, 90:17, 90:20, 90:23, 91:17, 91:20, 91:21, 91:22, 92:1, 92:5, 92:8, 92:13, 92:14, 92:16, 92:18, 92:19, 92:21, 92:22, 92:24, 93:2, 93:3, 93:4, 93:5, 93:6, 93:9, 93:12, 93:16, 93:18, 93:24, 94:1, 94:3, 94:6, 94:7, 94:14, 94:15, 95:10, 95:13, 95:19, 95:20, 95:23, 96:1, 96:3, 96:5, 99:11, 99:13, 99:22, 99:25, 100:2, 100:4, 100:9, 100:20, 100:22, 100:23, 100:24, 101:3, 101:5, 101:7, 101:8, 101:11, 101:15, 101:16, 101:17, 101:20, 101:22, 101:24, 102:1, 102:4, 102:7, 102:9, 102:12, 102:14, 102:18, 102:23, 102:24, 103:7, 103:12, 103:19, 103:22, 104:2, 104:3, 107:19, 107:24, 108:1, 110:17, 110:18, 110:19, 110:22, 110:23, 111:7, 111:10, 111:11, 111:13, 111:16, 112:12, 112:16, 112:18, 112:20, 113:2, 113:5, 113:20, 113:23, 113:24, 113:25, 114:1, 114:12, 114:22, 116:2, 116:3, 116:14, 116:19, 116:20, 116:25, 117:4, 117:7, 117:8, 117:10,</p>	<p>117:11, 120:2, 120:12, 122:10, 122:12, 123:11, 123:12, 123:24, 124:2, 124:3, 124:4, 124:6, 129:3, 129:12, 129:13, 130:9, 130:10, 130:14, 130:16, 130:22, 130:23, 131:2, 131:8, 131:9, 131:12, 131:13, 131:14, 131:15, 131:16, 131:17, 131:22, 131:24, 132:1, 132:2, 132:22, 133:8, 133:19, 134:4, 134:7, 135:8, 135:21, 136:1, 136:2, 136:5, 136:9, 136:12, 136:16, 136:18, 136:21, 136:22, 136:24, 136:25, 137:2, 137:10, 137:12, 137:16, 138:1, 138:5, 138:11, 138:13, 138:14, 138:19, 138:24, 139:1, 139:6, 139:20, 139:24, 140:24, 141:1, 141:9, 141:12, 141:24, 142:3, 142:4, 142:6, 142:9, 142:16, 142:19, 142:23, 143:5, 143:11, 143:13, 143:14, 143:16, 143:17, 143:19, 143:20, 143:24, 144:2, 144:9, 144:10, 144:12, 144:22, 144:23, 145:13, 145:15, 146:2, 146:12, 146:13, 146:16, 146:18, 146:19, 146:21, 146:22, 146:24, 146:25, 147:5, 147:7, 147:8, 147:9, 147:14, 147:17, 147:18, 147:20, 147:21 MS [155] - 4:6, 4:11, 5:7, 9:5, 9:7, 10:4, 10:21, 11:14, 13:23, 14:1, 14:6, 14:8, 14:13, 14:14, 14:15, 14:24, 15:2, 15:4, 15:6, 15:11, 15:22, 16:7, 16:11, 18:14, 19:7, 19:20, 23:15, 26:2, 26:3, 26:8,</p>	<p>26:10, 26:13, 26:19, 30:20, 30:23, 31:18, 32:4, 33:25, 34:1, 34:13, 34:15, 36:5, 36:8, 37:17, 38:24, 41:4, 41:5, 41:12, 41:15, 41:20, 41:23, 42:1, 42:19, 44:12, 44:16, 44:20, 44:22, 45:21, 46:2, 46:8, 46:14, 48:3, 48:9, 48:21, 49:7, 49:11, 49:15, 49:20, 50:2, 52:1, 52:6, 52:8, 52:15, 52:19, 52:25, 53:3, 53:8, 53:9, 53:12, 53:13, 53:25, 54:22, 55:7, 55:9, 56:1, 57:25, 58:1, 58:10, 58:12, 63:7, 67:5, 68:8, 69:10, 69:14, 70:16, 73:22, 74:21, 75:1, 75:9, 76:14, 77:7, 77:10, 77:14, 77:17, 83:10, 84:1, 84:4, 84:11, 85:1, 85:11, 86:12, 86:19, 86:23, 87:2, 87:14, 87:24, 88:6, 88:8, 89:25, 90:1, 90:8, 90:12, 90:16, 90:19, 91:25, 92:4, 92:11, 93:7, 93:11, 93:15, 95:18, 95:22, 100:5, 102:11, 103:18, 107:23, 114:3, 114:15, 115:24, 116:5, 116:6, 116:15, 117:9, 120:4, 120:13, 136:4, 136:8, 136:11, 142:8, 142:10, 142:17, 142:20, 143:3, 147:13, 147:19 Mullins [2] - 125:17, 127:15 multi [1] - 79:13 multifamily [4] - 65:24, 66:5, 66:7, 79:25 Multiple [3] - 57:6, 57:15, 59:2 Multiple-Family [1] - 57:6 municipal [1] - 144:5 municipality [2] - 143:14, 143:22 MUS [1] - 26:24 must [11] - 6:15, 6:25, 7:9, 7:17, 77:18,</p>
---	---	--	---	---

<p>95:2, 97:11, 97:12, 108:19, 119:14, 144:1 MUU [1] - 97:5</p>	<p>never [3] - 102:18, 102:20, 102:21 new [6] - 6:24, 18:3, 19:9, 44:19, 78:6, 114:19 next [25] - 15:12, 15:14, 15:18, 15:19, 25:9, 33:12, 40:8, 45:24, 48:19, 49:8, 57:9, 72:6, 72:20, 89:9, 98:17, 117:24, 117:25, 118:1, 118:5, 118:18, 122:25, 131:18, 135:16, 135:18, 139:20 nice [1] - 18:3 nightmare [1] - 125:7 NO [6] - 2:4, 2:7, 2:10, 2:13, 2:16, 2:20 noise [2] - 125:2, 125:7 noises [1] - 132:8 nonconforming [6] - 31:13, 55:5, 116:21, 116:24, 117:2, 117:5 None [10] - 2:11, 4:16, 5:17, 11:3, 11:18, 24:5, 32:13, 39:5, 56:14, 96:2 none [9] - 2:5, 2:8, 2:14, 10:18, 21:8, 27:11, 38:12, 42:20, 88:14 nonresidential [8] - 37:25, 38:2, 98:15, 105:5, 108:10, 134:9, 134:13, 135:1 normally [2] - 116:6, 128:9 north [14] - 27:3, 29:25, 35:4, 42:13, 46:23, 59:24, 60:2, 64:9, 65:12, 78:2, 78:9, 80:15, 98:8, 122:17 North [3] - 33:14, 34:22, 131:24 northeast [4] - 35:5, 59:10, 91:10, 91:12 northern [1] - 48:24 northwest [4] - 27:4, 29:17, 59:12, 91:13 Notary [1] - 149:6 notary [1] - 149:20 notate [1] - 21:1 notated [1] - 87:15 note [9] - 6:20, 13:17, 64:3, 68:11, 68:19, 69:11, 94:16,</p>	<p>106:8, 135:23 nothing [4] - 70:17, 92:16, 106:13, 136:21 notice [15] - 15:20, 26:11, 27:1, 36:3, 37:6, 41:18, 42:8, 55:2, 58:14, 90:14, 90:17, 91:8, 127:7, 127:10, 127:16 notification [1] - 76:9 notified [1] - 101:13 nowhere [1] - 97:19 noxious [1] - 116:8 nuances [1] - 124:8 number [6] - 43:24, 44:5, 79:24, 102:8, 114:20, 116:10 Number [6] - 23:19, 43:17, 69:7, 97:1, 105:9, 105:22 nursing [8] - 45:3, 49:23, 52:5, 52:6, 52:13, 52:25, 53:6, 66:13</p>	<p>offer [3] - 10:14, 10:16, 119:5 offering [1] - 82:22 Office [4] - 1:9, 89:4, 108:3, 127:18 office [2] - 46:1, 71:15 official [1] - 149:17 often [1] - 121:21 old [3] - 114:8, 114:23, 125:21 Old [4] - 60:12, 64:11, 120:18, 121:7 older [2] - 111:22, 119:18 Oleander [15] - 57:4, 57:4, 57:13, 57:14, 58:25, 59:24, 69:18, 69:20, 82:15, 83:20, 84:10 once [15] - 9:18, 31:11, 40:22, 58:22, 67:8, 69:17, 69:24, 70:6, 89:16, 90:24, 91:12, 91:23, 93:19, 108:1, 130:1 one [76] - 6:17, 14:20, 15:8, 15:11, 15:12, 15:15, 15:18, 16:17, 19:20, 24:6, 25:4, 25:5, 25:14, 27:21, 29:13, 30:24, 30:25, 36:3, 37:9, 44:24, 47:11, 47:21, 51:16, 54:25, 55:1, 61:24, 62:20, 63:19, 66:23, 67:24, 68:24, 77:11, 77:14, 77:19, 81:2, 83:21, 84:5, 84:7, 86:12, 91:18, 93:9, 95:3, 98:8, 100:11, 109:9, 109:10, 109:11, 110:21, 113:9, 114:11, 116:11, 117:20, 118:7, 118:8, 121:19, 122:1, 127:15, 130:6, 133:16, 135:11, 135:19, 137:5, 137:6, 139:18, 140:23, 142:1, 142:20, 142:21, 143:11, 145:7 ones [1] - 74:1 ongoing [1] - 82:12 onsite [2] - 105:25, 110:1 open [6] - 4:2, 15:23, 75:3, 80:3, 109:11, 144:20</p>	<p>Opening [1] - 2:2 operation [8] - 96:10, 114:24, 122:19, 123:4, 126:3, 126:5, 126:25, 132:17 opinion [5] - 6:8, 51:10, 67:10, 102:2, 145:9 opportunity [12] - 21:4, 30:14, 73:20, 87:1, 94:20, 94:23, 102:25, 107:13, 128:25, 136:19, 142:1, 147:25 Opportunity [2] - 18:23, 23:21 opposed [17] - 4:15, 5:16, 11:2, 11:17, 24:4, 32:12, 39:4, 56:13, 88:13, 96:1, 103:22, 124:15, 136:8, 147:17, 147:18, 147:21, 147:22 opposite [2] - 64:24, 111:5 opposition [7] - 67:16, 67:25, 68:16, 94:18, 123:16, 144:15, 146:8 option [1] - 21:11 oral [1] - 7:13 Oram [5] - 26:1, 33:24, 41:3, 57:24, 89:24 ORAM [7] - 1:18, 13:23, 26:2, 33:25, 41:4, 57:25, 89:25 order [8] - 5:3, 7:12, 28:13, 33:12, 119:15, 133:25, 135:5, 145:3 orderly [3] - 9:1, 31:8, 110:12 ordinance [1] - 22:19 organization [1] - 86:6 orientation [1] - 64:4 oriented [1] - 59:21 original [3] - 103:13, 116:1, 146:8 originally [6] - 28:23, 29:19, 96:7, 96:8, 96:13, 128:4 otherwise [1] - 96:13 outcome [2] - 141:8, 149:15 outdoor [1] - 3:5 outline [2] - 35:15, 46:21 outlined [1] - 37:13</p>
N				
<p>name [18] - 17:3, 27:16, 27:17, 36:14, 36:16, 40:9, 42:25, 43:1, 44:18, 69:4, 93:25, 101:3, 123:23, 131:19, 131:20, 131:22, 136:25, 141:3 names [2] - 59:22, 69:22 narrow [1] - 133:19 narrows [1] - 133:18 National [1] - 109:22 natural [4] - 8:20, 8:23, 105:17, 109:1 nature [8] - 5:25, 21:14, 22:3, 22:18, 77:22, 78:20, 108:13, 134:14 near [3] - 106:19, 107:10, 130:20 nearest [1] - 83:24 necessarily [4] - 21:14, 52:24, 106:13, 112:4 necessary [6] - 20:2, 20:3, 21:23, 66:21, 83:1, 83:4 need [12] - 3:9, 3:18, 4:25, 63:17, 68:4, 76:25, 84:24, 93:21, 99:23, 111:14, 124:23, 145:3 needing [1] - 95:4 needs [2] - 62:21, 68:4 negative [3] - 86:15, 110:6, 111:4 neighbor [1] - 135:16 neighbor's [1] - 48:20 neighborhood [10] - 37:11, 50:13, 55:12, 55:21, 76:2, 98:4, 99:18, 110:15, 133:7, 144:11 Neighborhood [3] - 33:4, 33:15, 37:23 neighborhoods [4] - 48:25, 99:6, 121:1, 121:12 neighbors [2] - 69:24, 74:14</p>	<p>never [3] - 102:18, 102:20, 102:21 new [6] - 6:24, 18:3, 19:9, 44:19, 78:6, 114:19 next [25] - 15:12, 15:14, 15:18, 15:19, 25:9, 33:12, 40:8, 45:24, 48:19, 49:8, 57:9, 72:6, 72:20, 89:9, 98:17, 117:24, 117:25, 118:1, 118:5, 118:18, 122:25, 131:18, 135:16, 135:18, 139:20 nice [1] - 18:3 nightmare [1] - 125:7 NO [6] - 2:4, 2:7, 2:10, 2:13, 2:16, 2:20 noise [2] - 125:2, 125:7 noises [1] - 132:8 nonconforming [6] - 31:13, 55:5, 116:21, 116:24, 117:2, 117:5 None [10] - 2:11, 4:16, 5:17, 11:3, 11:18, 24:5, 32:13, 39:5, 56:14, 96:2 none [9] - 2:5, 2:8, 2:14, 10:18, 21:8, 27:11, 38:12, 42:20, 88:14 nonresidential [8] - 37:25, 38:2, 98:15, 105:5, 108:10, 134:9, 134:13, 135:1 normally [2] - 116:6, 128:9 north [14] - 27:3, 29:25, 35:4, 42:13, 46:23, 59:24, 60:2, 64:9, 65:12, 78:2, 78:9, 80:15, 98:8, 122:17 North [3] - 33:14, 34:22, 131:24 northeast [4] - 35:5, 59:10, 91:10, 91:12 northern [1] - 48:24 northwest [4] - 27:4, 29:17, 59:12, 91:13 Notary [1] - 149:6 notary [1] - 149:20 notate [1] - 21:1 notated [1] - 87:15 note [9] - 6:20, 13:17, 64:3, 68:11, 68:19, 69:11, 94:16,</p>	<p>106:8, 135:23 nothing [4] - 70:17, 92:16, 106:13, 136:21 notice [15] - 15:20, 26:11, 27:1, 36:3, 37:6, 41:18, 42:8, 55:2, 58:14, 90:14, 90:17, 91:8, 127:7, 127:10, 127:16 notification [1] - 76:9 notified [1] - 101:13 nowhere [1] - 97:19 noxious [1] - 116:8 nuances [1] - 124:8 number [6] - 43:24, 44:5, 79:24, 102:8, 114:20, 116:10 Number [6] - 23:19, 43:17, 69:7, 97:1, 105:9, 105:22 nursing [8] - 45:3, 49:23, 52:5, 52:6, 52:13, 52:25, 53:6, 66:13</p>	<p>offer [3] - 10:14, 10:16, 119:5 offering [1] - 82:22 Office [4] - 1:9, 89:4, 108:3, 127:18 office [2] - 46:1, 71:15 official [1] - 149:17 often [1] - 121:21 old [3] - 114:8, 114:23, 125:21 Old [4] - 60:12, 64:11, 120:18, 121:7 older [2] - 111:22, 119:18 Oleander [15] - 57:4, 57:4, 57:13, 57:14, 58:25, 59:24, 69:18, 69:20, 82:15, 83:20, 84:10 once [15] - 9:18, 31:11, 40:22, 58:22, 67:8, 69:17, 69:24, 70:6, 89:16, 90:24, 91:12, 91:23, 93:19, 108:1, 130:1 one [76] - 6:17, 14:20, 15:8, 15:11, 15:12, 15:15, 15:18, 16:17, 19:20, 24:6, 25:4, 25:5, 25:14, 27:21, 29:13, 30:24, 30:25, 36:3, 37:9, 44:24, 47:11, 47:21, 51:16, 54:25, 55:1, 61:24, 62:20, 63:19, 66:23, 67:24, 68:24, 77:11, 77:14, 77:19, 81:2, 83:21, 84:5, 84:7, 86:12, 91:18, 93:9, 95:3, 98:8, 100:11, 109:9, 109:10, 109:11, 110:21, 113:9, 114:11, 116:11, 117:20, 118:7, 118:8, 121:19, 122:1, 127:15, 130:6, 133:16, 135:11, 135:19, 137:5, 137:6, 139:18, 140:23, 142:1, 142:20, 142:21, 143:11, 145:7 ones [1] - 74:1 ongoing [1] - 82:12 onsite [2] - 105:25, 110:1 open [6] - 4:2, 15:23, 75:3, 80:3, 109:11, 144:20</p>	<p>Opening [1] - 2:2 operation [8] - 96:10, 114:24, 122:19, 123:4, 126:3, 126:5, 126:25, 132:17 opinion [5] - 6:8, 51:10, 67:10, 102:2, 145:9 opportunity [12] - 21:4, 30:14, 73:20, 87:1, 94:20, 94:23, 102:25, 107:13, 128:25, 136:19, 142:1, 147:25 Opportunity [2] - 18:23, 23:21 opposed [17] - 4:15, 5:16, 11:2, 11:17, 24:4, 32:12, 39:4, 56:13, 88:13, 96:1, 103:22, 124:15, 136:8, 147:17, 147:18, 147:21, 147:22 opposite [2] - 64:24, 111:5 opposition [7] - 67:16, 67:25, 68:16, 94:18, 123:16, 144:15, 146:8 option [1] - 21:11 oral [1] - 7:13 Oram [5] - 26:1, 33:24, 41:3, 57:24, 89:24 ORAM [7] - 1:18, 13:23, 26:2, 33:25, 41:4, 57:25, 89:25 order [8] - 5:3, 7:12, 28:13, 33:12, 119:15, 133:25, 135:5, 145:3 orderly [3] - 9:1, 31:8, 110:12 ordinance [1] - 22:19 organization [1] - 86:6 orientation [1] - 64:4 oriented [1] - 59:21 original [3] - 103:13, 116:1, 146:8 originally [6] - 28:23, 29:19, 96:7, 96:8, 96:13, 128:4 otherwise [1] - 96:13 outcome [2] - 141:8, 149:15 outdoor [1] - 3:5 outline [2] - 35:15, 46:21 outlined [1] - 37:13</p>
O				
		<p>Oakcrest [1] - 126:22 Oanh [6] - 2:13, 40:3, 40:10, 40:11, 40:12, 43:1 oath [2] - 6:3, 95:2 object [1] - 128:23 objection [1] - 135:23 objections [1] - 128:21 objective [1] - 126:18 objectives [6] - 17:17, 28:6, 36:25, 43:9, 61:11, 94:11 observation [3] - 54:8, 105:24, 109:25 observations [1] - 101:18 observed [1] - 109:6 obvious [1] - 22:3 obviously [9] - 9:15, 21:4, 21:10, 36:6, 96:16, 105:8, 107:20, 128:18, 134:9 occur [1] - 23:4 odd [2] - 121:18, 138:14 OF [4] - 2:25, 149:1, 149:3, 149:4</p>		

<p>outlook^[1] - 4:19 outside^[7] - 7:13, 45:10, 46:2, 98:16, 122:5, 122:20, 123:4 overall^[2] - 105:4, 111:19 overhead^[3] - 34:19, 98:5, 104:19 overpass^[1] - 97:24 overview^[1] - 34:20 own^[2] - 85:15, 101:17 owned^[5] - 18:1, 29:18, 30:1, 93:7, 119:4 Owner^[4] - 13:2, 25:3, 33:3, 40:3 owner^[13] - 13:9, 17:7, 25:11, 33:14, 40:13, 96:9, 96:14, 96:18, 114:5, 114:8, 114:10, 116:22 owners^[2] - 115:13, 141:14 owns^[1] - 49:22</p>	<p>100:3, 107:20, 109:8, 114:12, 121:24, 129:24 page's^[1] - 133:1 Pages^[1] - 149:8 Palafox^[6] - 59:24, 60:12, 64:11, 141:5, 144:13 paragraph^[1] - 104:5 parameters^[1] - 128:9 parcel^[62] - 15:13, 19:5, 22:7, 26:24, 27:3, 27:4, 27:5, 31:7, 31:10, 35:1, 35:16, 37:6, 42:3, 42:8, 42:10, 42:14, 45:4, 45:6, 47:8, 47:9, 48:6, 48:7, 49:6, 49:18, 49:24, 50:16, 51:7, 51:9, 52:7, 52:16, 53:4, 53:6, 53:14, 54:20, 54:25, 71:19, 77:2, 77:4, 78:12, 83:19, 83:21, 91:3, 91:10, 91:11, 91:12, 91:13, 91:24, 92:2, 92:15, 93:11, 93:13, 108:19, 109:12, 109:15, 113:12, 129:7, 129:8, 129:14, 131:3, 131:4, 133:12 parcels^[6] - 31:5, 45:11, 53:7, 80:9, 91:7, 145:17 pardon^[1] - 113:23 park^[5] - 18:2, 18:3, 109:9, 112:22, 139:10 Park^[1] - 1:10 parked^[1] - 123:6 parking^[1] - 133:22 parkway^[1] - 126:16 part^[27] - 6:7, 20:3, 31:10, 44:14, 46:10, 46:22, 46:23, 47:2, 47:7, 61:20, 75:10, 82:20, 87:12, 92:11, 92:14, 93:13, 103:10, 103:13, 109:16, 111:16, 113:10, 118:12, 118:20, 129:10, 134:4, 139:22 parte^[11] - 7:16, 7:22, 13:13, 25:17, 25:18, 33:18, 40:23, 57:18, 89:17, 89:18 participate^[1] - 58:8 participating^[1] - 148:3</p>	<p>particular^[12] - 14:16, 15:25, 29:16, 31:1, 54:2, 82:6, 91:22, 98:8, 98:11, 111:14, 111:20, 119:2 parties^[11] - 25:25, 26:12, 33:23, 36:4, 41:2, 41:19, 57:23, 58:15, 89:23, 90:15, 149:13 Partington^[1] - 61:3 partners^[1] - 115:8 passed^[1] - 17:23 past^[12] - 19:24, 20:21, 20:22, 54:23, 80:8, 106:21, 111:13, 130:15, 139:4, 145:15, 146:3, 146:6 patience^[1] - 3:22 pattern^[11] - 31:9, 105:25, 106:3, 106:4, 110:2, 110:3, 110:12, 138:12, 138:17, 138:25, 139:1 patterns^[8] - 8:24, 9:1, 30:5, 72:11, 105:22, 110:9, 110:19, 111:1 PATTY^[1] - 1:19 pavement^[1] - 93:6 PCC^[11] - 70:19, 74:9, 74:11, 74:14, 74:19, 75:24, 76:19, 76:20, 78:5, 78:12, 79:5 Pensacola^[12] - 1:10, 36:17, 43:16, 57:3, 57:11, 60:8, 61:2, 63:14, 69:7, 82:5, 86:3, 124:1 people^[24] - 29:3, 29:6, 52:9, 69:19, 70:6, 72:14, 73:4, 74:7, 75:5, 75:7, 75:15, 99:6, 106:20, 116:9, 116:10, 119:18, 124:14, 126:6, 128:19, 135:22, 142:11, 142:15, 142:17, 145:18 per^[7] - 25:4, 25:5, 25:13, 25:14, 25:15, 30:24, 30:25 percent^[1] - 105:3 Perdido^[3] - 25:3, 25:11, 30:23 perfect^[1] - 130:9 perhaps^[2] - 99:7, 99:13</p>	<p>period^[3] - 96:18, 96:21, 115:18 permanent^[1] - 70:1 permit^[1] - 98:1 permitted^[6] - 66:14, 66:15, 132:24, 134:8, 134:9, 135:3 person^[3] - 14:20, 71:6, 114:19 person's^[1] - 141:3 personally^[3] - 30:6, 78:17, 132:11 persons^[2] - 61:24, 63:13 Peterson^[1] - 100:19 petition^[1] - 124:14 phantom^[1] - 93:16 phase^[1] - 84:5 Phillips^[4] - 63:19, 68:2, 76:21, 76:24 photograph^[3] - 59:7, 77:15, 91:6 photographs^[7] - 9:3, 9:11, 9:19, 14:10, 26:18, 34:20, 41:25 photography^[8] - 27:10, 42:18, 58:21, 59:19, 60:20, 90:21, 91:18, 92:7 pick^[1] - 115:20 picked^[1] - 115:13 picture^[2] - 15:21, 15:25 pictures^[3] - 15:20, 16:2, 16:3 piece^[15] - 27:20, 28:15, 28:17, 29:14, 29:15, 29:16, 46:22, 49:8, 91:22, 92:25, 98:18, 122:17, 122:25, 123:1 pit^[1] - 111:24 place^[7] - 22:1, 22:3, 22:5, 44:8, 45:24, 51:19, 73:4 Place^[1] - 1:10 placed^[1] - 91:8 plain^[1] - 130:24 Plaintiffs^[1] - 100:8 Plan^[29] - 8:5, 8:7, 17:16, 17:17, 28:6, 28:7, 30:13, 31:3, 36:25, 37:1, 43:8, 43:18, 61:10, 64:20, 94:10, 94:12, 97:3, 97:20, 106:10, 106:14, 109:17, 109:20, 137:7, 137:8, 137:14, 137:17,</p>	<p>139:7, 140:14, 142:23 plan^[24] - 28:20, 43:9, 61:11, 72:8, 72:17, 72:21, 72:25, 74:11, 75:21, 86:18, 86:22, 102:5, 108:25, 112:8, 133:25, 139:22, 139:25, 140:2, 140:16, 140:19, 140:21, 140:23, 141:23, 142:14 planned^[1] - 128:13 planner^[9] - 34:21, 37:21, 44:20, 53:18, 58:23, 67:9, 90:24, 120:1, 141:22 PLANNER^[2] - 1:22, 1:23 Planner^[3] - 101:5, 108:2, 137:2 planning^[11] - 10:14, 10:20, 63:6, 65:5, 95:15, 111:8, 121:6, 128:2, 128:11, 137:5, 141:20 PLANNING^[4] - 1:1, 1:14, 1:22, 1:22 Planning^[38] - 1:8, 3:16, 4:2, 5:3, 5:21, 6:4, 6:5, 6:11, 6:15, 6:22, 7:2, 7:12, 7:14, 8:1, 13:15, 18:21, 25:20, 33:10, 33:20, 40:25, 55:16, 56:2, 57:20, 68:11, 68:15, 68:21, 89:19, 96:13, 99:7, 100:18, 101:12, 121:19, 129:19, 139:8, 140:12, 140:13, 140:17 plans^[7] - 65:19, 87:3, 101:20, 105:13, 139:24, 140:3, 143:2 plant^[12] - 96:10, 115:3, 115:4, 115:14, 117:19, 119:11, 124:19, 125:6, 127:4, 128:6, 135:19, 144:20 played^[1] - 86:7 playing^[1] - 70:22 pleasure^[3] - 38:15, 88:4, 147:3 pledge^[1] - 3:24 pledge^[1] - 3:25 plot^[1] - 93:8 point^[12] - 14:10, 29:10, 64:2, 77:3, 100:25, 107:22, 122:11, 123:13,</p>
P				
<p>PA^[1] - 5:2 Pace^[1] - 94:2 package^[14] - 9:13, 11:5, 11:9, 11:20, 17:10, 21:2, 21:9, 28:1, 36:19, 38:23, 63:24, 94:5, 103:13, 147:12 packages^[2] - 9:19, 20:21 packet^[4] - 19:17, 67:12, 103:10, 110:19 page^[18] - 14:22, 14:24, 93:20, 93:22, 93:24, 94:19, 95:8, 95:14, 100:20, 101:8, 110:23, 113:5, 116:25, 122:11, 131:9, 135:24, 136:19, 147:23 PAGE^[19] - 94:1, 94:6, 94:14, 95:10, 96:5, 99:13, 100:4, 100:9, 100:22, 104:3, 114:22, 116:3, 116:14, 116:19, 122:12, 131:12, 136:1, 136:21, 146:21 Page^[14] - 2:1, 2:21, 15:3, 89:3, 89:12, 92:23, 93:23, 94:1,</p>				

<p>129:4, 129:18, 130:17, 148:4 pointed [1] - 51:21 pointer [1] - 77:2 points [1] - 29:10 policies [1] - 37:1 policies [5] - 17:17, 28:7, 43:9, 61:11, 94:11 politics [1] - 145:1 pond [1] - 93:2 port [1] - 106:11 portable [2] - 96:10, 115:14 portion [25] - 3:7, 8:9, 17:18, 34:25, 37:2, 43:10, 46:8, 48:7, 48:10, 48:11, 48:16, 48:17, 48:18, 48:24, 50:7, 50:10, 51:3, 51:5, 64:25, 92:1, 92:2, 93:4, 94:22, 139:21, 140:24 ports [1] - 106:10 position [8] - 44:19, 50:11, 101:4, 111:16, 126:8, 136:17, 137:1, 144:8 positive [1] - 111:4 possible [2] - 71:11, 72:20 possibly [2] - 54:24, 127:3 posted [6] - 26:14, 36:7, 41:21, 42:9, 58:17, 90:18 potential [2] - 139:9, 141:8 potentially [2] - 55:18, 82:15 practice [1] - 87:8 preceding [2] - 134:10, 134:25 predominant [3] - 106:3, 110:3, 110:14 prejudicial [1] - 7:17 preliminary [1] - 139:13 premature [1] - 64:22 prepare [2] - 62:16, 62:17 prepared [2] - 61:23, 63:24 prepares [1] - 20:17 presence [1] - 105:15 present [8] - 6:20, 9:3, 21:4, 23:11, 34:19, 37:19, 100:18,</p>	<p>103:8 presentation [10] - 2:4, 2:17, 2:21, 18:12, 30:21, 44:15, 67:7, 104:15, 107:25, 110:16 Presentation [10] - 2:5, 2:7, 2:8, 2:10, 2:11, 2:13, 2:14, 2:17, 2:21, 2:22 presented [8] - 6:24, 7:1, 17:24, 18:6, 32:7, 57:10, 96:9, 99:23 presenting [2] - 93:20, 98:18 presidents [1] - 63:20 pressure [1] - 145:10 presume [1] - 99:19 presumed [1] - 7:17 pretty [6] - 30:4, 46:4, 135:17, 140:18, 141:6, 142:25 previous [7] - 4:8, 103:10, 134:25, 135:2, 135:3, 144:15, 144:19 previously [7] - 10:13, 11:7, 58:5, 63:1, 95:14, 103:9, 126:23 price [1] - 119:6 primarily [2] - 65:22, 74:25 print [3] - 79:5, 79:7 private [2] - 97:14, 128:19 problem [5] - 70:18, 70:23, 74:10, 114:18, 114:25 problems [3] - 49:5, 69:13, 146:1 procedure [1] - 94:19 proceed [8] - 17:21, 28:11, 37:5, 43:13, 61:14, 69:8, 94:15, 124:4 proceeding [4] - 125:1, 149:10, 149:14 proceedings [1] - 1:7 proceeds [1] - 86:1 process [29] - 6:18, 22:8, 22:17, 23:5, 61:20, 67:23, 71:4, 72:6, 72:7, 72:8, 72:9, 72:18, 72:21, 73:1, 73:5, 73:6, 74:12, 75:21, 85:23, 86:21,</p>	<p>87:18, 108:25, 115:1, 115:12, 134:19, 140:25, 143:24 processed [1] - 22:13 processes [1] - 72:1 processing [1] - 115:2 produce [1] - 116:18 production [1] - 115:9 professional [2] - 60:23, 123:21 progression [1] - 121:19 project [22] - 18:19, 66:1, 72:4, 73:2, 74:14, 76:7, 79:25, 82:7, 82:14, 82:21, 83:14, 83:19, 83:25, 84:16, 85:9, 85:25, 111:20, 116:5, 129:19, 130:4, 143:7, 143:8 projects [2] - 134:19, 140:9 promote [1] - 106:15 Proof [1] - 2:3 proof [2] - 4:5, 5:5 proper [3] - 139:13, 139:14, 145:10 properly [1] - 50:24 properties [10] - 8:19, 59:4, 59:8, 59:13, 59:14, 71:21, 80:15, 109:6, 109:10, 109:11 Property [8] - 27:7, 59:16, 79:12, 80:8, 80:17, 80:19, 91:15, 109:7 property [90] - 8:16, 13:18, 18:1, 18:3, 21:24, 22:5, 22:22, 22:24, 25:23, 26:15, 27:2, 27:20, 28:15, 28:18, 28:20, 28:23, 29:4, 29:12, 29:15, 29:17, 29:18, 29:25, 30:3, 33:22, 34:5, 35:5, 35:6, 35:7, 35:12, 36:7, 41:1, 41:22, 42:12, 42:13, 44:24, 45:14, 50:7, 51:13, 53:20, 54:3, 55:4, 57:22, 58:18, 58:24, 59:10, 59:11, 59:15, 64:4, 65:18, 69:16, 70:19, 71:1, 71:13, 71:14, 75:12,</p>	<p>76:13, 76:18, 78:13, 78:22, 78:23, 78:25, 79:10, 79:18, 80:6, 80:13, 80:14, 80:18, 80:24, 81:18, 82:20, 83:24, 84:5, 89:21, 90:18, 91:23, 92:25, 98:13, 101:23, 101:25, 102:4, 107:12, 108:21, 109:24, 118:1, 122:17, 125:10, 129:20, 141:14 proposed [17] - 8:6, 8:9, 8:14, 8:15, 8:21, 8:25, 17:15, 36:24, 48:9, 92:10, 98:2, 108:6, 108:16, 109:2, 109:3, 109:13, 110:11 proposing [1] - 113:18 prove [1] - 30:12 provide [4] - 47:14, 61:8, 94:9, 110:8 provided [10] - 7:18, 11:7, 19:16, 20:21, 38:22, 67:12, 97:11, 97:13, 108:21, 147:12 providing [4] - 17:14, 28:4, 36:23, 43:6 provision [2] - 98:20, 115:22 public [56] - 2:14, 2:18, 2:22, 9:10, 9:24, 13:16, 15:14, 15:20, 19:21, 20:16, 21:19, 22:7, 25:21, 27:1, 31:19, 33:21, 35:3, 38:10, 40:25, 42:8, 57:20, 59:8, 63:17, 66:23, 68:10, 73:9, 75:3, 75:22, 76:8, 82:17, 83:17, 83:24, 86:25, 88:2, 88:3, 89:20, 91:7, 94:22, 97:14, 97:21, 98:21, 98:22, 108:22, 123:15, 127:7, 139:21, 139:23, 140:4, 140:7, 140:18, 140:24, 141:10, 141:17, 141:19, 142:2, 147:1 PUBLIC [1] - 1:24 Public [9] - 2:5, 2:8, 2:11, 13:3, 13:10, 18:15, 23:19, 149:7, 149:20 publication [2] - 4:5,</p>	<p>5:5 Publication [1] - 2:3 pull [1] - 138:1 purchase [2] - 28:19, 28:24 purchased [1] - 28:15 purple [4] - 35:14, 35:20, 35:22, 113:7 purpose [5] - 8:11, 21:15, 97:4, 108:7, 130:5 purview [1] - 84:21 pushed [1] - 132:2 put [16] - 14:15, 28:22, 51:19, 52:10, 70:7, 76:17, 77:15, 81:12, 84:14, 85:3, 114:16, 123:7, 129:25, 130:24, 132:19, 142:13</p> <p style="text-align: center;">Q</p> <p>qualifications [3] - 10:16, 63:5, 95:17 qualified [8] - 10:13, 61:24, 62:7, 63:1, 76:25, 95:14, 95:19, 96:11 qualify [5] - 82:24, 83:4, 95:21, 97:18, 98:19 quarter [2] - 104:22, 104:23 quarters [1] - 25:15 Quasi [1] - 1:7 quasi [8] - 3:7, 4:23, 5:24, 5:25, 6:18, 22:17, 27:23, 148:5 Quasi-judicial [1] - 1:7 quasi-judicial [8] - 3:7, 4:23, 5:24, 5:25, 6:18, 22:17, 27:23, 148:5 query [1] - 20:12 questions [60] - 9:17, 10:15, 15:10, 15:24, 16:3, 18:8, 18:11, 21:11, 21:12, 21:13, 23:8, 23:10, 23:13, 27:9, 27:22, 30:18, 31:16, 31:21, 37:15, 38:8, 38:11, 42:17, 44:11, 59:19, 60:19, 63:5, 63:9, 63:16, 64:4, 66:17, 66:22, 66:24, 67:3,</p>
---	---	---	--	--

<p>67:21, 67:25, 68:3, 68:7, 71:25, 87:13, 87:22, 91:17, 92:7, 92:22, 93:18, 95:16, 107:18, 107:19, 107:21, 122:10, 123:12, 130:12, 131:10, 131:13, 133:6, 135:24, 136:3, 137:4, 140:8, 146:16 quick [2] - 81:2, 141:6 quiet [3] - 69:21, 70:1, 70:18 quite [4] - 20:24, 82:5, 122:7, 138:3 quorum [2] - 4:4, 5:20 quoting [1] - 104:5</p>	<p>raise [2] - 10:9, 16:24 RANGE [1] - 1:22 range [1] - 108:11 Rankin [1] - 123:25 rather [1] - 83:2 Raymond [3] - 40:3, 40:13, 43:14 Rd [3] - 13:3, 25:3, 57:4 read [9] - 20:23, 21:7, 67:19, 68:4, 114:15, 121:14, 127:10, 127:23, 127:24 readily [2] - 65:1 reading [4] - 5:9, 97:10, 127:9, 130:17 ready [4] - 85:7, 86:21, 119:6, 125:17 real [6] - 29:3, 29:5, 83:22, 117:12, 120:20 reality [1] - 85:11 realize [2] - 83:8, 128:8 really [15] - 46:7, 65:9, 69:21, 70:20, 70:24, 76:4, 81:6, 82:10, 114:14, 128:13, 128:17, 128:22, 128:23, 130:24, 141:20 rear [1] - 35:10 reason [6] - 111:7, 116:15, 128:12, 129:6, 129:20, 143:21 reasons [1] - 139:18 receive [4] - 17:9, 43:2, 100:1, 130:19 received [6] - 6:19, 21:25, 27:25, 36:19, 61:5, 94:3 receiving [1] - 122:23 recipient [1] - 23:2 recital [1] - 20:9 recite [3] - 19:25, 20:2, 20:4 recognize [1] - 111:17 recommend [5] - 32:4, 38:19, 56:17, 64:14, 147:9 recommendation [9] - 7:2, 8:2, 18:24, 55:15, 87:5, 87:9, 88:5, 140:17, 147:23 recommendations [1] - 5:22 recommended [3] -</p>	<p>7:12, 140:14, 140:16 record [28] - 6:7, 6:10, 6:21, 10:11, 11:22, 17:3, 20:3, 20:23, 27:16, 36:14, 42:25, 60:25, 61:16, 62:4, 64:1, 67:18, 67:19, 68:5, 68:20, 69:4, 73:9, 93:25, 95:7, 101:4, 127:8, 131:23, 135:13, 137:1 recording [3] - 4:24, 5:1, 14:19 recordings [1] - 14:21 records [2] - 3:11, 79:12 recuse [3] - 16:9, 24:6, 58:7 recycling [6] - 117:19, 119:11, 124:19, 124:25, 125:6, 127:4 red [3] - 35:14, 35:21, 92:9 redeveloped [1] - 80:13 Redevelopment [10] - 99:8, 99:16, 100:13, 101:6, 109:16, 109:17, 109:20, 109:21, 111:2, 137:3 redevelopment [1] - 100:10 reference [2] - 35:8, 101:8 reflect [1] - 10:11 reflects [1] - 30:8 refresh [1] - 90:20 regard [3] - 29:7, 51:15, 111:1 regarding [1] - 10:15 regardless [1] - 53:20 regards [1] - 91:22 regular [2] - 4:2, 75:18 regulations [2] - 87:10, 123:21 regut [1] - 43:22 reject [2] - 132:2, 135:15 rejected [1] - 124:19 rejects [1] - 7:11 relative [12] - 13:19, 25:24, 33:23, 41:2, 57:22, 82:6, 82:12, 82:16, 83:12, 89:22, 149:12, 149:13 relayed [1] - 126:10</p>	<p>relevance [1] - 105:7 relevant [2] - 6:12, 50:12 remanded [5] - 89:9, 89:10, 94:7, 103:14, 147:4 remarks [1] - 2:2 remember [4] - 14:19, 19:4, 19:13, 50:18 remind [2] - 4:22, 94:25 reminder [1] - 14:18 remodel [1] - 43:22 remove [1] - 28:21 removed [1] - 117:4 rental [1] - 122:19 rented [1] - 66:2 reopen [1] - 4:20 repair [1] - 45:24 repeat [1] - 83:6 report [8] - 61:16, 61:23, 62:16, 62:17, 63:22, 64:18, 66:18, 107:17 REPORTED [1] - 1:25 Reporter [1] - 149:6 reporter [7] - 3:8, 4:24, 9:25, 14:19, 16:23, 46:19, 50:19 REPORTER [4] - 1:25, 2:25, 149:1, 149:19 repossessed [1] - 29:2 represent [5] - 63:21, 94:23, 105:5, 127:14, 127:15 representations [1] - 23:1 representative [1] - 100:14 representing [4] - 17:22, 63:14, 123:17, 136:14 represents [1] - 105:2 request [26] - 6:15, 7:3, 9:16, 9:24, 13:8, 43:7, 43:15, 59:1, 67:16, 90:25, 95:3, 95:11, 96:12, 99:25, 104:6, 104:8, 109:2, 109:15, 110:11, 117:11, 120:6, 124:18, 126:2, 131:2, 144:18, 146:8 requested [3] - 88:6, 96:7, 96:19</p>	<p>requesting [6] - 29:21, 33:15, 35:23, 35:24, 47:19, 96:7 required [2] - 7:25, 100:12 requirement [1] - 137:24 requirements [11] - 28:16, 67:11, 74:17, 87:5, 97:9, 108:17, 108:24, 133:16, 133:17, 134:18, 144:1 requires [3] - 22:21, 64:16, 98:2 rescheduled [1] - 135:10 research [2] - 145:2, 145:10 reserve [2] - 58:7, 67:2 residence [1] - 113:14 residences [1] - 109:9 resident [2] - 75:15, 133:7 residential [44] - 33:5, 33:6, 46:9, 48:13, 48:25, 49:11, 53:21, 54:4, 55:3, 69:20, 78:16, 89:5, 89:6, 97:16, 98:3, 98:23, 99:4, 105:3, 106:3, 106:4, 108:5, 108:9, 108:12, 109:10, 110:4, 110:6, 110:9, 110:14, 112:22, 112:25, 117:23, 120:16, 121:1, 121:11, 125:25, 126:1, 126:14, 127:20, 127:21, 128:15, 138:2, 138:16, 138:21 Residential [13] - 25:4, 25:5, 25:12, 25:13, 33:4, 37:23, 40:4, 40:20, 59:1, 59:2, 89:14, 108:3, 127:18 Residential/Limited [1] - 89:4 residentially [1] - 98:6 residents [8] - 73:24, 74:4, 82:16, 86:14, 113:16, 125:18, 128:1, 130:19 residing [1] - 27:18 Resolution [1] - 7:19</p>
R				
<p>R-2 [22] - 40:4, 40:20, 42:3, 44:22, 46:11, 47:7, 48:7, 48:10, 48:24, 50:8, 50:12, 52:23, 54:5, 57:5, 57:14, 59:1, 65:11, 65:24, 79:20, 80:1, 80:15, 80:20 R-4 [9] - 54:5, 57:6, 57:15, 59:2, 65:21, 65:24, 66:6, 66:9, 116:12 R-5 [18] - 89:4, 89:14, 90:25, 91:3, 92:3, 92:19, 98:13, 105:2, 108:3, 109:7, 115:10, 116:12, 118:13, 118:18, 118:19, 127:17, 129:11, 131:3 R-6 [5] - 33:4, 33:15, 35:1, 37:23, 38:20 radius [19] - 26:22, 27:6, 35:11, 42:15, 42:16, 45:5, 45:10, 50:4, 53:4, 53:7, 53:11, 59:15, 91:15, 104:20, 109:5, 109:8, 112:13, 112:14, 113:1 rail [3] - 106:16, 107:7, 107:14 railroad [17] - 60:18, 64:9, 64:10, 65:15, 78:4, 81:7, 106:7, 106:22, 106:24, 117:17, 118:4, 118:5, 118:10, 119:9, 126:3, 143:17, 143:19 railway [1] - 107:5</p>	<p>raise [2] - 10:9, 16:24 RANGE [1] - 1:22 range [1] - 108:11 Rankin [1] - 123:25 rather [1] - 83:2 Raymond [3] - 40:3, 40:13, 43:14 Rd [3] - 13:3, 25:3, 57:4 read [9] - 20:23, 21:7, 67:19, 68:4, 114:15, 121:14, 127:10, 127:23, 127:24 readily [2] - 65:1 reading [4] - 5:9, 97:10, 127:9, 130:17 ready [4] - 85:7, 86:21, 119:6, 125:17 real [6] - 29:3, 29:5, 83:22, 117:12, 120:20 reality [1] - 85:11 realize [2] - 83:8, 128:8 really [15] - 46:7, 65:9, 69:21, 70:20, 70:24, 76:4, 81:6, 82:10, 114:14, 128:13, 128:17, 128:22, 128:23, 130:24, 141:20 rear [1] - 35:10 reason [6] - 111:7, 116:15, 128:12, 129:6, 129:20, 143:21 reasons [1] - 139:18 receive [4] - 17:9, 43:2, 100:1, 130:19 received [6] - 6:19, 21:25, 27:25, 36:19, 61:5, 94:3 receiving [1] - 122:23 recipient [1] - 23:2 recital [1] - 20:9 recite [3] - 19:25, 20:2, 20:4 recognize [1] - 111:17 recommend [5] - 32:4, 38:19, 56:17, 64:14, 147:9 recommendation [9] - 7:2, 8:2, 18:24, 55:15, 87:5, 87:9, 88:5, 140:17, 147:23 recommendations [1] - 5:22 recommended [3] -</p>	<p>7:12, 140:14, 140:16 record [28] - 6:7, 6:10, 6:21, 10:11, 11:22, 17:3, 20:3, 20:23, 27:16, 36:14, 42:25, 60:25, 61:16, 62:4, 64:1, 67:18, 67:19, 68:5, 68:20, 69:4, 73:9, 93:25, 95:7, 101:4, 127:8, 131:23, 135:13, 137:1 recording [3] - 4:24, 5:1, 14:19 recordings [1] - 14:21 records [2] - 3:11, 79:12 recuse [3] - 16:9, 24:6, 58:7 recycling [6] - 117:19, 119:11, 124:19, 124:25, 125:6, 127:4 red [3] - 35:14, 35:21, 92:9 redeveloped [1] - 80:13 Redevelopment [10] - 99:8, 99:16, 100:13, 101:6, 109:16, 109:17, 109:20, 109:21, 111:2, 137:3 redevelopment [1] - 100:10 reference [2] - 35:8, 101:8 reflect [1] - 10:11 reflects [1] - 30:8 refresh [1] - 90:20 regard [3] - 29:7, 51:15, 111:1 regarding [1] - 10:15 regardless [1] - 53:20 regards [1] - 91:22 regular [2] - 4:2, 75:18 regulations [2] - 87:10, 123:21 regut [1] - 43:22 reject [2] - 132:2, 135:15 rejected [1] - 124:19 rejects [1] - 7:11 relative [12] - 13:19, 25:24, 33:23, 41:2, 57:22, 82:6, 82:12, 82:16, 83:12, 89:22, 149:12, 149:13 relayed [1] - 126:10</p>	<p>relevance [1] - 105:7 relevant [2] - 6:12, 50:12 remanded [5] - 89:9, 89:10, 94:7, 103:14, 147:4 remarks [1] - 2:2 remember [4] - 14:19, 19:4, 19:13, 50:18 remind [2] - 4:22, 94:25 reminder [1] - 14:18 remodel [1] - 43:22 remove [1] - 28:21 removed [1] - 117:4 rental [1] - 122:19 rented [1] - 66:2 reopen [1] - 4:20 repair [1] - 45:24 repeat [1] - 83:6 report [8] - 61:16, 61:23, 62:16, 62:17, 63:22, 64:18, 66:18, 107:17 REPORTED [1] - 1:25 Reporter [1] - 149:6 reporter [7] - 3:8, 4:24, 9:25, 14:19, 16:23, 46:19, 50:19 REPORTER [4] - 1:25, 2:25, 149:1, 149:19 repossessed [1] - 29:2 represent [5] - 63:21, 94:23, 105:5, 127:14, 127:15 representations [1] - 23:1 representative [1] - 100:14 representing [4] - 17:22, 63:14, 123:17, 136:14 represents [1] - 105:2 request [26] - 6:15, 7:3, 9:16, 9:24, 13:8, 43:7, 43:15, 59:1, 67:16, 90:25, 95:3, 95:11, 96:12, 99:25, 104:6, 104:8, 109:2, 109:15, 110:11, 117:11, 120:6, 124:18, 126:2, 131:2, 144:18, 146:8 requested [3] - 88:6, 96:7, 96:19</p>	<p>requesting [6] - 29:21, 33:15, 35:23, 35:24, 47:19, 96:7 required [2] - 7:25, 100:12 requirement [1] - 137:24 requirements [11] - 28:16, 67:11, 74:17, 87:5, 97:9, 108:17, 108:24, 133:16, 133:17, 134:18, 144:1 requires [3] - 22:21, 64:16, 98:2 rescheduled [1] - 135:10 research [2] - 145:2, 145:10 reserve [2] - 58:7, 67:2 residence [1] - 113:14 residences [1] - 109:9 resident [2] - 75:15, 133:7 residential [44] - 33:5, 33:6, 46:9, 48:13, 48:25, 49:11, 53:21, 54:4, 55:3, 69:20, 78:16, 89:5, 89:6, 97:16, 98:3, 98:23, 99:4, 105:3, 106:3, 106:4, 108:5, 108:9, 108:12, 109:10, 110:4, 110:6, 110:9, 110:14, 112:22, 112:25, 117:23, 120:16, 121:1, 121:11, 125:25, 126:1, 126:14, 127:20, 127:21, 128:15, 138:2, 138:16, 138:21 Residential [13] - 25:4, 25:5, 25:12, 25:13, 33:4, 37:23, 40:4, 40:20, 59:1, 59:2, 89:14, 108:3, 127:18 Residential/Limited [1] - 89:4 residentially [1] - 98:6 residents [8] - 73:24, 74:4, 82:16, 86:14, 113:16, 125:18, 128:1, 130:19 residing [1] - 27:18 Resolution [1] - 7:19</p>

<p>resolved [1] - 75:25 respectfully [2] - 43:15, 121:24 respond [2] - 13:17, 73:20 response [2] - 18:25, 79:15 responsibility [3] - 47:14, 47:18, 61:8 rest [2] - 52:12, 116:13 restaurant [2] - 45:19, 45:22 result [4] - 8:22, 9:1, 31:8, 110:11 Retail [3] - 40:4, 40:5, 44:23 retention [1] - 93:2 returned [1] - 83:7 review [23] - 7:4, 7:8, 9:18, 16:1, 18:17, 22:23, 23:2, 63:25, 72:8, 72:18, 72:25, 73:6, 74:11, 75:21, 86:21, 87:3, 100:13, 100:15, 104:14, 107:1, 108:25, 133:25, 134:19 reviewed [2] - 21:3, 108:25 rezone [4] - 31:13, 37:25, 113:18, 131:3 rezoned [3] - 21:19, 22:11, 71:19 rezoning [56] - 4:23, 5:3, 5:23, 7:3, 11:5, 11:8, 11:20, 13:7, 17:10, 17:15, 18:14, 21:15, 21:16, 23:18, 28:1, 28:5, 31:1, 32:5, 33:11, 33:15, 35:7, 36:19, 36:24, 37:22, 38:20, 38:22, 43:7, 43:15, 44:22, 61:9, 64:22, 65:21, 66:7, 67:9, 69:11, 72:5, 76:6, 80:10, 90:24, 94:4, 94:10, 101:11, 103:10, 108:2, 109:14, 111:19, 111:20, 112:6, 112:10, 113:6, 113:7, 113:8, 145:19, 147:10, 147:12 rezonings [2] - 14:16, 22:9 rhetoric [1] - 143:1 RHODES [7] - 131:24, 132:2, 135:8, 136:8, 136:11, 142:3,</p>	<p>142:6 Rhodes [8] - 2:23, 127:11, 131:18, 131:21, 131:24, 133:6, 136:5, 136:7 RICHARDSON [2] - 36:16, 39:7 Richardson [8] - 2:10, 33:3, 33:13, 36:10, 36:12, 36:16, 37:15, 38:12 RICHARSON [4] - 36:21, 37:4, 37:6, 38:14 Rick [2] - 89:3, 89:12 RIGBY [23] - 61:1, 61:6, 61:13, 61:15, 61:22, 62:6, 62:25, 63:10, 63:12, 66:22, 67:22, 76:16, 76:19, 77:25, 78:22, 79:3, 79:11, 81:5, 81:10, 81:15, 81:22, 82:25, 87:21 Rigby [21] - 2:17, 57:3, 57:11, 60:21, 60:22, 61:1, 61:4, 63:8, 66:19, 67:4, 67:13, 71:7, 74:24, 75:8, 76:23, 81:2, 82:22, 87:19, 87:23, 88:16, 124:10 right-of-way [4] - 93:5, 93:13, 97:14, 123:6 road [23] - 30:1, 45:6, 45:9, 45:23, 70:7, 77:23, 78:20, 81:3, 81:9, 97:8, 97:15, 97:21, 106:19, 107:10, 120:10, 121:2, 121:5, 121:7, 121:23, 122:4, 122:7, 130:6, 145:8 Road [12] - 13:9, 17:5, 18:15, 25:11, 27:18, 30:23, 57:13, 58:25, 59:23, 69:7, 77:8, 77:9 roads [1] - 122:2 roadway [14] - 45:7, 46:5, 93:4, 97:12, 97:17, 97:22, 98:19, 107:3, 108:17, 108:20, 108:22, 133:17, 137:22, 139:14 Rob [1] - 16:8 Robert [2] - 2:23, 16:11</p>	<p>roll [1] - 134:25 Romana [1] - 61:1 Ronald [2] - 16:12, 17:4 room [4] - 83:7, 85:13, 85:21, 133:13 roughly [1] - 104:23 rules [3] - 60:23, 64:15, 87:10 run [3] - 64:17, 85:7, 114:1 running [4] - 70:5, 70:23, 85:4, 144:20 runs [2] - 64:9, 84:19 Rural [6] - 25:4, 25:5, 25:12, 30:24, 30:25</p> <hr/> <p style="text-align: center;">S</p> <hr/> <p>sac [3] - 81:3, 81:5, 81:6 sacrifice [1] - 135:12 safety [2] - 70:21, 72:15 sake [1] - 103:7 sale [2] - 22:2, 22:18 sales [4] - 80:9, 80:20, 80:23, 80:24 salvage [2] - 123:4, 124:21 sanitary [1] - 83:12 sat [2] - 124:6, 124:9 satisfied [1] - 62:8 save [1] - 40:17 saw [1] - 36:6 scale [3] - 19:7, 22:10 Scale [3] - 18:20, 23:21 Scenic [1] - 36:17 schedule [1] - 19:1 Schneider [10] - 2:4, 13:2, 13:9, 16:5, 17:1, 17:4, 17:7, 18:9, 23:9, 23:14 SCHNEIDER [10] - 16:12, 16:16, 17:4, 17:8, 17:12, 17:20, 17:22, 18:7, 23:12, 24:13 School [2] - 126:22, 126:23 school [6] - 76:21, 78:5, 78:12, 126:22, 142:21, 142:22 SCHOOL [1] - 1:19 screen [4] - 9:11, 14:11, 14:12, 59:25 screening [1] -</p>	<p>104:10 screens [1] - 9:6 scrutiny [1] - 99:17 seal [1] - 149:17 seat [4] - 18:10, 30:22, 37:18, 44:14 second [34] - 4:11, 4:12, 5:12, 5:13, 10:23, 10:24, 11:13, 11:14, 23:25, 24:1, 32:8, 32:9, 38:24, 38:25, 55:24, 56:7, 56:9, 61:22, 71:19, 88:9, 88:10, 95:21, 95:22, 102:11, 103:17, 103:18, 103:19, 104:4, 104:5, 106:2, 129:18, 133:3, 147:13, 147:14 Secretary [1] - 144:5 section [7] - 52:3, 53:8, 61:25, 78:9, 88:4, 123:15, 134:23 Section [3] - 7:25, 68:13, 68:18 see [41] - 9:14, 14:11, 16:18, 16:22, 20:13, 29:10, 30:7, 34:24, 44:2, 46:4, 46:16, 47:8, 50:7, 52:19, 59:22, 73:17, 76:18, 76:20, 77:5, 78:4, 78:11, 79:9, 81:16, 92:25, 104:25, 106:3, 106:6, 112:16, 117:15, 117:24, 121:14, 129:12, 134:8, 134:15, 138:15, 139:12, 140:10, 143:1, 144:25, 145:21 seeing [3] - 9:14, 102:4, 138:14 seek [1] - 7:7 sell [5] - 31:12, 119:6, 125:17, 125:20, 125:22 seller [1] - 22:4 selling [1] - 125:21 semi [3] - 79:2, 79:6, 112:25 send [4] - 69:11, 140:6, 143:22, 144:4 SENIOR [1] - 1:22 sense [5] - 55:10, 65:15, 121:5, 130:9, 130:15 sensitive [1] - 109:1 sent [8] - 26:12, 36:3, 41:18, 42:16,</p>	<p>58:15, 90:15, 95:6, 96:16 sentence [3] - 104:4, 106:2, 106:5 sentences [1] - 3:10 separate [1] - 73:14 September [11] - 1:8, 2:24, 4:3, 5:4, 11:5, 33:11, 99:19, 100:17, 101:16, 104:1, 149:17 septic [14] - 70:11, 71:11, 72:22, 73:4, 73:11, 82:13, 83:17, 84:14, 85:3, 114:10, 114:23, 115:2, 128:5, 132:15 serve [1] - 63:5 serves [1] - 65:10 service [3] - 66:10, 84:10, 106:23 SERVICES [2] - 1:20, 1:23 services [2] - 64:25, 79:7 session [1] - 32:16 set [4] - 60:23, 108:24, 123:21, 149:16 setbacks [2] - 133:13, 133:22 seven [4] - 19:7, 79:18, 79:21, 109:10 several [5] - 32:19, 32:20, 45:8, 99:5, 140:3 sewer [22] - 70:12, 71:11, 72:22, 73:4, 73:12, 80:5, 81:1, 81:23, 82:6, 82:14, 82:16, 82:17, 82:20, 83:2, 83:12, 83:14, 83:18, 83:19, 83:24, 84:9, 84:14, 85:3 shaded [1] - 52:22 shall [2] - 8:3, 98:2 shared [1] - 104:12 sharing [1] - 83:11 sheet [1] - 87:15 shop [5] - 79:5, 79:7, 120:11, 120:16 short [5] - 64:11, 81:11, 81:19, 126:20 shortcut [3] - 97:23, 119:12, 126:15 show [3] - 76:11, 132:24, 135:1 showing [10] - 15:13, 15:15, 26:21, 26:22, 35:15, 42:2, 42:5, 91:3, 98:5, 104:19</p>
---	--	--	---	--

<p>shows [5] - 15:17, 46:21, 59:6, 64:19, 113:15</p> <p>side [19] - 29:16, 29:25, 37:20, 45:9, 45:23, 49:18, 59:25, 60:1, 70:12, 77:18, 84:15, 86:15, 98:9, 98:11, 98:12, 107:5, 117:23, 142:20, 142:21</p> <p>sides [1] - 107:8</p> <p>sidewalks [1] - 119:24</p> <p>sign [6] - 27:1, 35:3, 42:9, 59:9, 91:7, 91:8</p> <p>signed [4] - 31:20, 38:9, 88:1, 124:14</p> <p>significant [3] - 8:22, 65:18, 79:24</p> <p>signs [2] - 15:19, 15:20</p> <p>similar [1] - 124:24</p> <p>simply [5] - 55:13, 68:2, 106:5, 106:16, 115:23</p> <p>SINDEL [37] - 1:17, 4:11, 14:8, 14:14, 15:22, 23:15, 26:10, 30:20, 31:18, 34:15, 37:17, 38:24, 41:15, 42:19, 44:12, 55:7, 55:9, 56:1, 58:12, 63:7, 67:5, 68:8, 85:11, 87:24, 88:6, 88:8, 90:12, 95:18, 95:22, 100:5, 102:11, 107:23, 116:5, 120:4, 120:13, 136:4, 147:13</p> <p>Sindel [6] - 55:8, 55:25, 113:21, 117:10, 120:3, 123:2</p> <p>single [23] - 15:17, 28:22, 31:5, 45:4, 49:13, 49:20, 49:24, 50:10, 53:6, 64:7, 65:23, 78:7, 78:15, 79:20, 79:24, 80:22, 99:4, 109:8, 112:21, 113:13, 113:16, 138:16</p> <p>Single [3] - 57:5, 57:15, 59:1</p> <p>sins [2] - 146:3, 146:6</p> <p>sit [3] - 46:13, 46:15, 140:7</p> <p>site [33] - 31:7, 34:10, 34:12, 34:14, 34:16, 41:7, 41:13,</p>	<p>41:16, 42:9, 58:13, 59:9, 72:8, 72:17, 72:21, 72:25, 73:6, 74:11, 75:21, 76:4, 86:17, 86:22, 90:3, 90:11, 90:13, 91:8, 91:11, 105:18, 108:25, 113:11, 117:20, 140:2, 144:15, 144:19</p> <p>sits [1] - 55:2</p> <p>sitting [1] - 132:12</p> <p>situation [1] - 135:15</p> <p>six [12] - 4:19, 8:4, 13:6, 20:19, 20:20, 29:8, 29:10, 31:2, 38:3, 38:11, 107:15, 109:9</p> <p>skip [1] - 4:18</p> <p>slash [1] - 55:19</p> <p>slight [1] - 3:14</p> <p>slightly [2] - 47:11, 84:25</p> <p>slowly [1] - 54:13</p> <p>small [4] - 19:7, 22:9, 29:23, 115:3</p> <p>smaller [1] - 78:6</p> <p>smells [1] - 125:8</p> <p>smoke [1] - 132:5</p> <p>soils [1] - 109:23</p> <p>solicit [1] - 141:2</p> <p>someone [4] - 115:24, 122:6, 130:16, 141:3</p> <p>sometime [2] - 54:23, 119:23</p> <p>sometimes [5] - 20:24, 55:9, 119:14, 121:21, 145:11</p> <p>somewhere [2] - 105:2, 145:20</p> <p>son [1] - 16:8</p> <p>sorry [8] - 44:21, 50:15, 50:25, 53:17, 83:10, 88:16, 102:12, 103:5</p> <p>sort [1] - 128:5</p> <p>sounds [1] - 127:22</p> <p>south [13] - 27:2, 35:10, 42:11, 46:24, 59:12, 59:23, 64:5, 64:9, 65:9, 65:11, 78:2, 78:23, 98:10</p> <p>southeast [2] - 59:13, 60:6</p> <p>southwest [3] - 59:14, 91:9, 91:14</p> <p>space [1] - 80:3</p> <p>speaker [8] - 6:15, 9:24, 67:24, 68:9,</p>	<p>68:24, 95:3, 131:18, 141:25</p> <p>speakers [1] - 19:22</p> <p>speaking [3] - 14:20, 127:11, 127:12</p> <p>specific [8] - 71:25, 76:5, 96:25, 116:5, 129:20, 130:4, 134:19, 137:24</p> <p>specifically [5] - 77:21, 108:15, 137:18, 137:21, 139:22</p> <p>speculate [1] - 116:3</p> <p>spend [1] - 119:22</p> <p>split [20] - 34:25, 35:16, 35:17, 35:19, 37:7, 37:22, 42:3, 46:12, 49:6, 50:16, 51:7, 51:9, 53:14, 91:23, 115:11, 129:7, 129:14, 131:3, 145:17, 147:5</p> <p>spot [1] - 65:7</p> <p>spotty [1] - 45:18</p> <p>sprawl [1] - 64:23</p> <p>square [1] - 43:20</p> <p>St [11] - 33:4, 57:4, 57:4, 76:14, 76:16, 77:8, 77:25, 79:8, 89:4</p> <p>Stackhouse [1] - 61:3</p> <p>Staff [65] - 2:2, 6:17, 9:3, 10:1, 10:5, 10:10, 15:8, 18:13, 18:16, 19:12, 19:25, 20:9, 20:17, 20:23, 21:11, 22:13, 23:4, 24:12, 30:8, 32:7, 34:19, 37:19, 38:8, 41:17, 44:14, 48:4, 50:11, 54:20, 55:10, 61:16, 61:23, 63:22, 63:24, 64:18, 65:7, 66:17, 67:17, 71:4, 72:9, 72:15, 74:16, 75:23, 87:4, 87:13, 87:22, 90:14, 94:21, 96:21, 97:3, 98:25, 99:23, 105:23, 108:12, 109:5, 109:21, 110:17, 111:4, 122:11, 122:14, 124:19, 126:10, 129:5, 130:23</p> <p>staff [21] - 4:4, 5:5, 9:22, 21:12, 26:11, 30:21, 31:17, 38:4, 58:14, 66:3, 66:4,</p>	<p>67:6, 68:7, 74:25, 75:10, 88:8, 92:5, 131:13, 137:5, 140:22, 146:22</p> <p>Staffs [24] - 11:24, 17:11, 18:6, 21:9, 23:23, 27:25, 30:8, 30:16, 36:20, 43:3, 47:10, 47:17, 51:21, 52:21, 61:5, 67:10, 78:15, 94:4, 107:17, 107:25, 110:16, 111:15, 126:8, 137:6</p> <p>Staffs' [3] - 11:6, 11:9, 11:20</p> <p>staggering [1] - 125:9</p> <p>stand [1] - 56:7</p> <p>standards [3] - 74:18, 76:5, 87:8</p> <p>standpoint [2] - 121:4, 121:6</p> <p>start [9] - 13:21, 15:4, 25:16, 26:1, 27:23, 33:24, 71:3, 75:21, 89:23</p> <p>started [3] - 85:8, 85:10, 132:15</p> <p>starting [1] - 97:1</p> <p>State [4] - 143:25, 144:5, 149:7, 149:20</p> <p>STATE [1] - 149:3</p> <p>state [14] - 17:2, 27:16, 36:14, 42:25, 44:18, 69:4, 83:16, 93:24, 101:3, 123:23, 131:19, 131:20, 136:25, 137:6</p> <p>statement [1] - 134:4</p> <p>statements [3] - 20:20, 68:15, 136:20</p> <p>states [2] - 99:2, 108:19</p> <p>stating [1] - 117:1</p> <p>status [6] - 22:23, 82:16, 82:19, 83:20, 83:23, 124:21</p> <p>stay [6] - 85:23, 86:1, 87:18, 92:19, 129:3, 130:4</p> <p>stenographically [1] - 149:11</p> <p>step [3] - 24:11, 72:6, 72:20</p> <p>STEPHANIE [1] - 1:18</p> <p>STEPHEN [1] - 1:19</p> <p>steward [1] - 86:3</p> <p>still [15] - 24:9, 29:20, 32:21, 32:22,</p>	<p>44:9, 53:10, 53:12, 53:21, 56:16, 75:10, 85:14, 103:13, 118:10, 124:10</p> <p>stop [1] - 134:19</p> <p>stopped [2] - 115:9, 132:16</p> <p>storage [5] - 47:23, 48:1, 98:17, 109:11, 122:20</p> <p>store [6] - 43:23, 44:2, 49:21, 53:5, 55:19, 55:21</p> <p>stores [1] - 121:9</p> <p>straight [1] - 97:25</p> <p>Street [31] - 33:14, 34:8, 34:23, 34:25, 35:4, 35:6, 35:10, 57:13, 58:25, 59:24, 61:2, 84:10, 89:13, 90:25, 91:9, 97:22, 108:21, 117:21, 117:23, 118:2, 118:4, 120:19, 124:3, 125:15, 125:24, 126:16, 131:25, 139:11, 141:18, 141:23, 143:20</p> <p>street [12] - 42:11, 44:1, 49:18, 54:9, 54:13, 59:22, 70:2, 78:1, 79:23, 98:11, 142:20, 142:21</p> <p>streets [2] - 54:11, 93:17</p> <p>strip [3] - 29:13, 29:23, 45:17</p> <p>strong [1] - 120:20</p> <p>strongly [1] - 85:22</p> <p>structure [1] - 54:21</p> <p>struggle [1] - 121:22</p> <p>stuck [1] - 92:19</p> <p>studies [1] - 141:4</p> <p>study [5] - 139:11, 140:25, 141:1, 141:11, 141:15</p> <p>stuff [1] - 73:25</p> <p>subdivision [7] - 50:8, 54:9, 97:16, 98:3, 98:23, 111:22, 138:20</p> <p>Subdivision [1] - 109:7</p> <p>subdivisions [1] - 54:11</p> <p>subject [31] - 6:4, 8:16, 13:18, 25:23, 26:15, 27:2, 27:3, 27:5, 33:22, 35:5, 35:6, 35:7, 35:9, 36:7,</p>
---	--	--	--	---

<p>41:1, 41:22, 42:8, 42:10, 42:12, 42:14, 53:4, 54:20, 57:22, 58:18, 59:9, 59:12, 89:21, 90:18, 93:11, 95:1, 109:24 submit [7] - 6:17, 75:23, 76:7, 96:19, 99:20, 101:14, 101:20 submitted [2] - 63:24, 103:9 subsequent [3] - 6:23, 28:19, 68:22 substantial [7] - 17:14, 28:4, 36:23, 43:6, 47:15, 61:8, 94:9 Suburban [1] - 26:25 suggested [1] - 132:5 suggestion [2] - 39:10, 128:3 summary [1] - 99:21 summation [1] - 102:1 sunshine [1] - 86:7 super [1] - 121:23 supermarket [1] - 55:19 support [7] - 50:11, 68:16, 106:5, 110:8, 121:15, 122:8, 139:19 supported [2] - 67:12, 126:17 surprised [1] - 121:13 surrounded [2] - 50:10, 50:12 surrounding [25] - 8:13, 15:14, 22:6, 26:23, 26:24, 31:4, 42:5, 43:24, 45:1, 45:2, 48:6, 48:8, 48:12, 53:7, 56:4, 71:21, 98:25, 99:1, 104:7, 104:16, 109:4, 110:10, 111:21, 112:10, 145:5 swap [1] - 44:3 swear [2] - 10:1, 16:24 swearing [1] - 62:19 sworn [20] - 2:2, 10:7, 10:9, 10:10, 10:12, 27:13, 36:11, 42:22, 60:23, 62:13, 62:14, 62:21, 69:1, 76:25, 81:25, 93:22, 101:1, 123:22, 124:25, 131:20</p>	<p>sworn [10] - 17:1, 27:14, 36:12, 42:23, 62:24, 69:2, 82:2, 93:23, 101:2, 131:21 system [1] - 5:2 systematically [1] - 73:11 systems [1] - 109:1</p> <p style="text-align: center;">T</p> <p>talks [3] - 120:5, 120:7, 139:13 Tallahassee [1] - 143:23 tan [1] - 35:14 tank [6] - 82:13, 83:17, 114:10, 114:23, 115:2, 128:6 tanks [1] - 132:15 target [1] - 126:11 TATE [60] - 1:15, 4:10, 5:13, 9:6, 14:5, 21:13, 21:23, 22:2, 22:15, 22:21, 23:7, 23:18, 26:7, 34:11, 41:11, 47:8, 48:4, 48:14, 49:3, 50:14, 51:1, 51:5, 51:9, 54:16, 54:19, 55:24, 56:8, 58:5, 60:4, 60:8, 60:11, 60:14, 76:11, 76:17, 77:20, 78:19, 79:1, 83:6, 90:7, 91:20, 91:22, 92:1, 92:24, 93:4, 93:6, 103:7, 110:17, 110:19, 110:23, 111:10, 111:13, 112:12, 112:18, 113:2, 123:11, 130:14, 133:8, 134:4, 147:5, 147:18 tate [4] - 54:18, 56:9, 88:16, 110:18 Tate [7] - 50:25, 56:7, 77:25, 122:13, 123:9, 134:17, 147:21 tax [2] - 69:15, 71:15 taxes [9] - 71:10, 71:13, 71:15, 71:18, 71:21, 71:24, 80:6, 80:18, 86:9 tAYLOR [1] - 149:19 Taylor [1] - 50:22 TAYLOR [2] - 1:25, 149:6 technical [2] - 9:11, 83:3</p>	<p>technically [1] - 146:15 technology [2] - 26:17, 62:20 ten [2] - 3:21, 53:15 terminology [1] - 131:6 terms [3] - 29:22, 82:17, 96:25 testify [4] - 62:1, 95:1, 95:2, 135:22 testifying [4] - 6:3, 10:2, 10:8, 83:1 testimony [17] - 6:2, 6:8, 6:12, 6:21, 6:25, 7:4, 10:17, 19:11, 62:23, 68:17, 68:20, 90:22, 95:11, 96:3, 114:15, 116:9, 125:1 text [1] - 19:16 thanking [1] - 39:13 theirs [1] - 111:4 themselves [3] - 7:23, 105:8, 129:6 therefore [2] - 6:25, 62:12 third [2] - 52:6, 139:6 Thompson [1] - 124:1 thoroughfare [1] - 126:20 thousands [1] - 107:6 three [8] - 10:4, 25:15, 78:7, 81:17, 115:8, 117:13, 140:4, 140:7 three-quarters [1] - 25:15 throughout [3] - 73:12, 118:22, 140:4 throughs [1] - 120:24 threwed [1] - 132:7 TIM [1] - 1:15 today [21] - 7:1, 7:14, 9:4, 10:2, 13:7, 14:21, 18:24, 57:10, 63:12, 68:20, 79:18, 80:2, 80:13, 85:14, 85:21, 95:7, 96:23, 98:19, 100:14, 100:19, 130:6 today's [2] - 11:23, 103:10 together [2] - 142:14, 143:4 took [6] - 22:1, 114:19, 115:11, 128:18, 135:8, 135:11 top [1] - 133:10</p>	<p>total [1] - 117:21 toward [5] - 45:21, 91:8, 91:10, 91:13, 105:25 towards [10] - 59:10, 59:11, 59:25, 60:5, 60:6, 91:14, 110:2, 118:6, 119:9, 142:6 townhome [1] - 66:1 townhomes [1] - 66:2 track [8] - 64:9, 106:7, 106:22, 106:24, 117:17, 118:4, 118:5, 119:9 tracks [3] - 60:18, 118:10, 126:3 trade [1] - 22:2 traded [3] - 18:2, 21:17, 21:18 traditional [1] - 66:10 traffic [27] - 69:16, 70:18, 70:21, 70:24, 71:10, 71:17, 72:2, 72:3, 72:10, 72:11, 72:13, 72:20, 73:23, 74:17, 75:13, 75:17, 79:2, 79:4, 79:6, 79:7, 79:16, 81:8, 87:8, 121:2, 122:4, 125:3 trailer [1] - 28:21 train [1] - 113:15 trained [1] - 111:10 TRAN [9] - 40:11, 43:1, 43:4, 43:12, 43:14, 47:1, 47:6, 47:20, 56:19 Tran [12] - 2:13, 40:3, 40:10, 40:12, 42:20, 42:23, 43:1, 44:11, 46:15, 46:18, 47:10, 56:16 transaction [2] - 22:1, 22:12 transcribed [1] - 149:11 transcript [1] - 149:9 transition [2] - 46:6, 106:7 translates [1] - 104:23 transmittal [1] - 18:22 transportation [2] - 75:16, 106:23 trash [1] - 122:19 travel [1] - 120:10 triangle [1] - 92:8 trouble [1] - 3:3</p>	<p>troubled [1] - 127:7 truck [3] - 79:6, 125:3, 132:14 true [2] - 81:6, 149:9 truly [1] - 113:3 truth [2] - 85:17, 120:15 try [14] - 3:4, 68:2, 72:19, 74:14, 74:15, 74:19, 75:24, 76:8, 107:17, 117:25, 130:3, 130:24, 140:8, 140:10 trying [9] - 40:17, 59:21, 111:5, 114:6, 115:20, 115:25, 118:16, 119:23, 130:18 tune [1] - 29:22 turn [4] - 3:12, 86:5, 123:3 turnaround [1] - 141:6 turning [1] - 78:3 turns [3] - 78:9, 81:16, 122:2 two [19] - 22:9, 47:4, 50:22, 63:13, 64:11, 97:16, 97:21, 98:21, 98:22, 108:22, 115:12, 122:2, 129:8, 129:15, 132:12, 137:4, 137:7, 143:3, 147:21 type [21] - 46:5, 66:5, 76:1, 104:12, 106:1, 106:15, 106:22, 106:25, 107:3, 107:4, 107:5, 107:11, 110:2, 111:23, 112:8, 112:24, 112:25, 115:4, 123:8, 139:17, 144:16 types [1] - 122:14 typical [1] - 5:1 typically [13] - 9:2, 9:10, 14:9, 19:24, 22:23, 71:20, 71:22, 94:22, 110:25, 111:3, 129:19, 134:11, 141:4</p> <p style="text-align: center;">U</p> <p>unanimously [6] - 5:18, 11:4, 32:14, 39:6, 56:15, 88:15 under [16] - 5:22, 6:3, 7:15, 7:17, 79:20, 95:2, 96:12, 97:6,</p>
--	---	---	--	--

<p>97:9, 97:10, 97:18, 98:19, 98:24, 106:7, 108:6, 109:17 understood^[2] - 75:4, 126:10 unfortunately^[4] - 23:4, 48:23, 53:13, 135:21 union^[1] - 45:25 unique^[1] - 143:8 unit^[7] - 25:4, 25:5, 25:14, 25:15, 30:24, 30:25, 79:21 units^[2] - 25:13, 79:19 unless^[2] - 54:13, 68:3 unscramble^[1] - 51:15 up^[60] - 3:9, 4:19, 4:25, 9:11, 14:13, 16:13, 17:25, 23:1, 29:8, 30:22, 31:20, 32:22, 34:7, 37:8, 38:9, 55:4, 58:20, 63:16, 69:12, 76:12, 77:16, 80:18, 80:22, 88:1, 91:19, 92:6, 97:25, 104:25, 107:7, 114:16, 115:3, 115:14, 116:16, 117:19, 119:23, 120:18, 120:22, 120:24, 121:7, 121:8, 121:10, 121:12, 122:7, 123:1, 125:15, 128:20, 129:4, 129:24, 132:20, 132:23, 133:5, 134:8, 138:1, 141:13, 144:3, 144:21, 145:7, 145:8 update^[1] - 140:22 updated^[5] - 109:19, 139:24, 139:25, 140:2, 140:19 upper^[1] - 118:2 Urban^[13] - 59:6, 65:3, 89:4, 89:14, 91:4, 101:5, 108:3, 108:8, 108:15, 127:18, 137:2, 137:19, 139:16 URBAN^[2] - 1:22, 1:23 urban^[5] - 34:21, 37:21, 42:6, 44:20, 64:23 usage^[1] - 54:6 user^[2] - 130:1, 130:25</p>	<p>users^[1] - 130:2 uses^[53] - 8:13, 8:16, 33:5, 33:6, 37:25, 38:2, 43:25, 45:1, 45:2, 48:6, 48:8, 48:13, 56:4, 66:11, 66:14, 66:15, 78:4, 89:5, 89:6, 99:1, 104:16, 108:5, 108:9, 108:10, 108:11, 109:4, 110:5, 110:12, 111:23, 111:24, 111:25, 112:1, 112:3, 112:8, 112:13, 112:24, 113:4, 127:20, 129:24, 132:25, 133:11, 133:12, 133:20, 133:23, 134:8, 134:9, 134:12, 134:14, 134:16, 135:2, 135:3, 137:17, 139:17 uses^[1] - 127:22 Utilities^[1] - 72:24 Utility^[1] - 82:11</p> <hr/> <p style="text-align: center;">V</p> <p>vacancies^[1] - 99:5 vacant^[7] - 31:5, 45:4, 53:5, 78:16, 109:10, 112:22, 138:15 VAG-1^[6] - 13:4, 13:10, 15:14, 18:4, 18:16, 23:20 valuable^[1] - 80:14 value^[3] - 80:9, 80:21, 80:22 values^[2] - 65:18, 80:6 VAN^[1] - 1:17 variances^[4] - 133:21, 133:22, 134:21 verbally^[2] - 20:3, 21:7 verbatim^[5] - 3:9, 4:25, 14:19, 67:19, 68:5 verify^[1] - 78:17 version^[1] - 78:6 vibrating^[1] - 132:5 vibration^[1] - 125:8 vibe^[1] - 63:20 VICE^[1] - 1:15 vice-presidents^[1] - 63:20 view^[3] - 15:18,</p>	<p>27:1, 126:17 vigorously^[1] - 126:4 Village^[3] - 13:4, 30:24, 30:25 Villages^[5] - 13:10, 25:4, 25:5, 25:12 violated^[1] - 87:7 vision^[2] - 101:21, 102:5 visit^[4] - 58:13, 67:13, 75:17, 102:25 visited^[13] - 13:18, 25:22, 33:21, 34:5, 34:14, 34:15, 41:1, 41:13, 57:21, 89:21, 90:2, 90:10, 90:12 voice^[1] - 121:18 voices^[1] - 3:5 void^[1] - 107:12 voir^[1] - 102:15 volleyball^[1] - 70:22 Vote^[1] - 2:12 vote^[16] - 2:6, 2:9, 2:15, 2:19, 2:24, 4:14, 5:15, 11:1, 11:16, 24:3, 32:11, 39:3, 56:12, 88:12, 95:25, 147:16 vote^[1] - 103:21 VR-1^[6] - 25:4, 26:20, 26:22, 29:20, 30:6, 30:24 VR-2^[7] - 25:5, 26:20, 26:23, 29:14, 29:16, 29:20, 30:25</p> <hr/> <p style="text-align: center;">W</p> <p>waiting^[3] - 24:9, 119:5, 133:5 waive^[1] - 5:9 walk^[1] - 55:21 walking^[1] - 70:23 Walmart^[1] - 55:23 wants^[4] - 49:1, 99:25, 118:5, 125:22 warehouses^[1] - 118:7 Warrington^[2] - 143:21, 144:3 wash^[1] - 122:21 washed^[1] - 122:22 WAYNE^[1] - 1:15 week^[1] - 120:10 welcome^[1] - 124:2 west^[16] - 19:10, 27:5, 29:16, 35:7, 42:13, 45:11, 59:14,</p>	<p>60:1, 64:10, 65:12, 65:13, 78:1, 91:9, 92:9, 98:12, 117:22 West^[5] - 1:10, 40:19, 43:16, 44:16, 61:1 WEST^[9] - 1:19, 19:15, 20:5, 20:9, 21:21, 21:24, 22:11, 22:19, 22:22 wetlands^[9] - 15:12, 26:21, 30:4, 31:7, 34:23, 42:1, 59:3, 91:2, 109:23 Wetlands^[1] - 109:23 whatnot^[1] - 141:5 whatsoever^[3] - 82:8, 83:25, 115:22 WHEREOF^[1] - 149:16 WHEREUPON^[11] - 17:1, 27:14, 36:12, 42:23, 62:24, 69:2, 82:2, 93:23, 101:2, 131:21, 148:7 whole^[8] - 29:22, 43:20, 47:6, 47:20, 49:14, 49:25, 65:2, 86:14 wholesale^[1] - 109:12 wide^[3] - 104:22, 121:2, 121:24 wife^[5] - 28:19, 125:22, 127:12, 129:1, 135:14 Wiley^[1] - 89:3 wiley^[1] - 94:1 wingate^[1] - 144:22 WINGATE^[15] - 1:18, 14:7, 26:9, 32:8, 34:14, 41:13, 58:11, 88:9, 90:10, 113:23, 113:25, 117:11, 144:23, 145:15, 146:12 Wingate^[8] - 3:23, 4:1, 90:9, 113:21, 117:10, 120:2, 125:16, 125:20 wish^[6] - 9:21, 9:22, 28:21, 29:9, 68:10, 136:9 wishes^[3] - 6:14, 7:7, 88:2 witness^[8] - 62:8, 63:1, 76:24, 81:21, 82:23, 96:4, 102:17, 135:25</p>	<p>WITNESS^[1] - 149:16 witnesses^[13] - 9:20, 9:22, 13:15, 25:20, 33:19, 40:24, 57:19, 61:25, 63:15, 66:20, 87:19, 89:19, 125:1 woman^[1] - 128:20 wonderful^[1] - 55:20 wondering^[1] - 144:6 Woodward^[1] - 73:13 WOODWARD^[57] - 1:16, 5:10, 14:3, 16:9, 26:5, 34:7, 35:20, 40:14, 41:9, 45:17, 45:25, 46:6, 46:12, 46:15, 46:21, 47:4, 49:8, 49:14, 49:17, 49:25, 50:22, 54:8, 58:3, 59:21, 60:2, 60:7, 60:9, 60:13, 60:16, 62:15, 73:10, 74:23, 75:2, 90:5, 92:8, 92:13, 92:16, 92:19, 93:9, 93:16, 95:19, 100:20, 101:8, 101:15, 101:17, 101:22, 102:1, 102:7, 102:14, 102:23, 143:11, 143:14, 143:17, 143:20, 144:2, 144:10, 147:20 Woodward's^[1] - 39:10 worded^[1] - 129:7 wording^[1] - 49:5 words^[3] - 129:23, 131:7 workshops^[3] - 140:4, 140:8, 141:17 world^[1] - 54:9 worry^[1] - 113:16 wrapping^[1] - 51:1 written^[2] - 7:13, 96:24</p> <hr/> <p style="text-align: center;">Y</p> <p>yard^[2] - 64:10, 124:21 yards^[1] - 132:8 year^[7] - 53:19, 71:24, 114:19, 139:25, 140:3, 140:23, 145:8 yearly^[3] - 139:25,</p>
--	--	--	---	--

<p>140:2, 140:22 years [12] - 53:15, 55:13, 106:21, 114:20, 118:23, 123:7, 125:18, 125:21, 132:7, 132:13, 140:20, 144:3 yellow [3] - 47:1, 52:22, 105:1 yields [1] - 119:10 young [1] - 68:1 younger [1] - 119:20 yourself [3] - 60:24, 101:23, 120:12</p>	<p>109:6, 109:25, 110:13, 111:17, 112:3, 112:5, 112:9, 113:15, 120:5, 120:7, 120:8, 121:17, 124:8, 124:9, 124:18, 128:7, 129:8, 129:22, 130:2, 130:7, 132:24, 134:10, 134:11, 138:2, 138:15, 138:22, 139:15, 145:16, 146:3, 146:6 ZONING [1] - 1:22</p>
Z	
<p>Z-2012-09 [4] - 2:20, 89:1, 89:10, 147:10 Z-2012-16 [3] - 13:8, 18:15, 23:19 z-2012-16 [1] - 2:4 Z-2012-18 [6] - 2:7, 25:1, 25:10, 26:19, 30:23, 32:5 Z-2012-19 [5] - 2:10, 33:1, 33:12, 34:22, 38:20 Z-2012-20 [5] - 2:16, 57:1, 57:10, 58:24, 67:9 Z-2012-21 [4] - 2:13, 40:1, 40:8, 44:16 Z2012-16 [1] - 13:1 zip [1] - 27:19 zone [1] - 34:25 zoned [17] - 29:14, 35:1, 35:16, 35:17, 35:19, 37:22, 46:10, 49:6, 49:18, 78:25, 79:18, 80:12, 98:7, 98:12, 105:3, 138:4, 138:20 zones [1] - 47:5 zoning [73] - 15:13, 15:14, 18:16, 21:22, 22:6, 22:24, 28:16, 29:5, 29:23, 34:22, 34:24, 35:15, 37:7, 37:9, 42:2, 46:12, 46:24, 48:17, 48:24, 50:3, 50:6, 51:13, 51:17, 52:9, 52:11, 52:12, 53:18, 53:21, 53:23, 53:24, 54:1, 54:6, 59:4, 65:8, 78:23, 91:3, 98:6, 104:6, 104:7, 104:19, 105:24, 108:14,</p>	

41

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. **VOID** 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.)
 TAYLOR REPORTING SERVICES, INCORPORATED

42

1 MR. BRISKE: Opposed?
 2 (None.)
 3 MR. BRISKE: Motion carries unanimously. All
 4 right. **VOID**
 5 *****
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43

1 **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
 13 MR. BRISKE: Our next case is case Z-2012-09.
 14 And this is a request from R-5, Urban Residential,
 09:43AM 15 Limited Office District High Density ID-1 to ID-2,
 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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44

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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45

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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46

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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47

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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48

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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49

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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50

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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51

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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52

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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53

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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54

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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55

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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56

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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57

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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58

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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59

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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60

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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61

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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62

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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63

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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64

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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65

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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66

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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67

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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68

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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69

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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70

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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71

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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72

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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73

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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74

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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75

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.
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76

1 CASE: Z-2012-11
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 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 (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. F.

Meeting Date: 09/10/2012

CASE : Z-2012-09 (Remanded by BCC 6/28/12)

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

ADDRESS: 2006 Border Street

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

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

DISTRICT: 3

OVERLAY AREA: Englewood Redevelopment
Area

BCC MEETING DATE: 10/04/2012

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-1, Light Industrial District (cumulative) (no residential uses allowed)

RELEVANT AUTHORITY:

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

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

CPP FLU 1.3.1 Future Land Use Categories. 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 **consistent** with the intent and purpose of the MU-U Future Land Use Category, as stated above. This category does allow for 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-1 zoning category does allow for light industrial which is specifically mentioned in MU-U.

CRITERION (2)

Consistent with The Land Development Code.

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

LDC 6.05.12. 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.

LDC 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.

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 mobile home park, six mobile homes, seven vacant residential properties, one church, four open storage properties and one 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. Compliance with the Englewood Redevelopment Plan will 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. There are no natural systems or sensitive land that may be affected by this proposed request. 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

From observation of the zoning map, it would appear that the on-site development pattern is moving toward a commercial type area. However, there is an existing predominant pattern of a residential community; additional commercial or light industrial uses could be more intrusive and cause a negative impact to the existing residential community. The existing land use map and the findings in Criterion 3, provide support of the existing pattern of residential development in the surrounding area. Since this is the case, the proposed request **would not result** in a logical and orderly development pattern, as the allowed uses and intensities for the ID-1 zoning are incompatible with the existing predominant residential neighborhood.

Attachments

Z-2012-09

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.

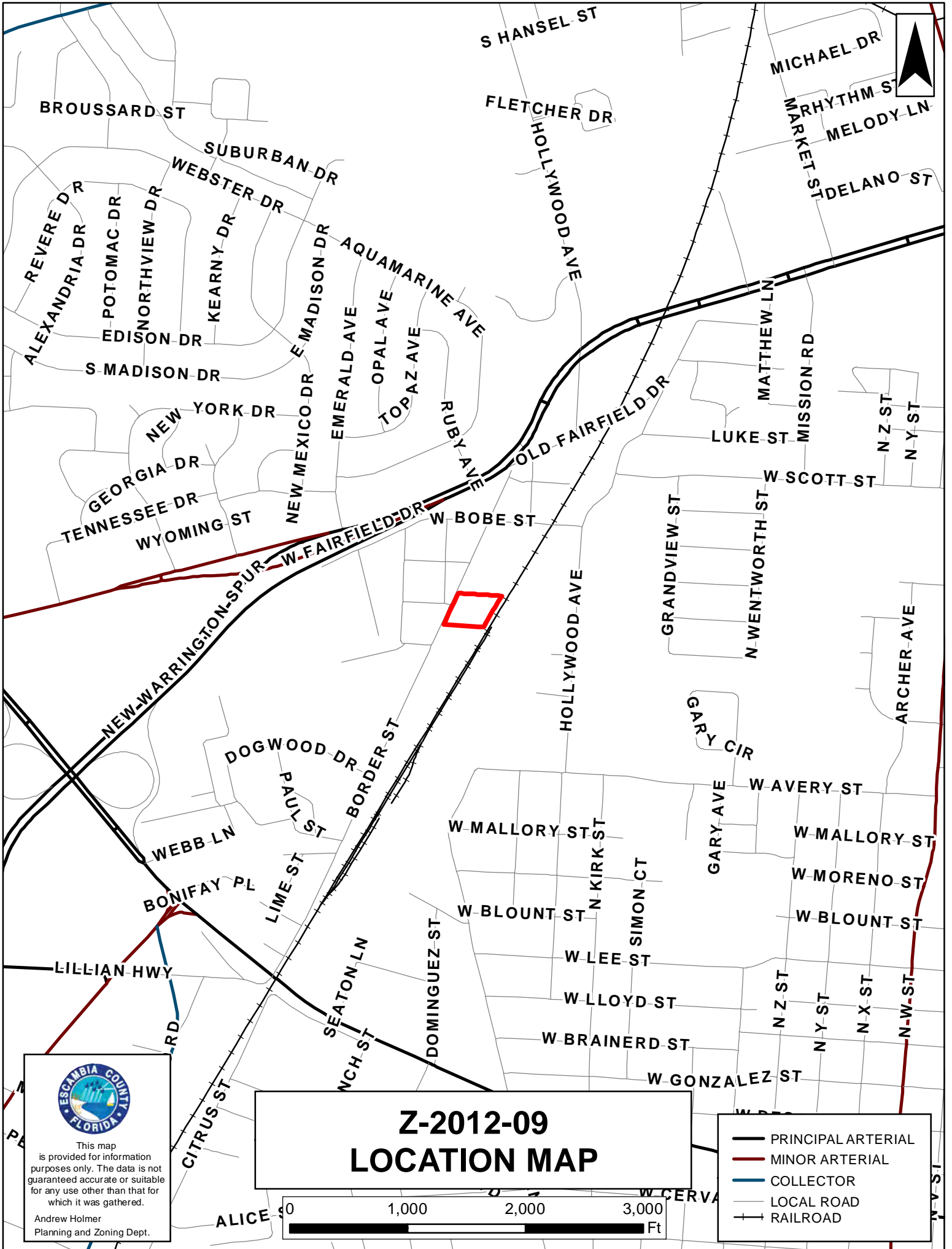
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.


FINDINGS

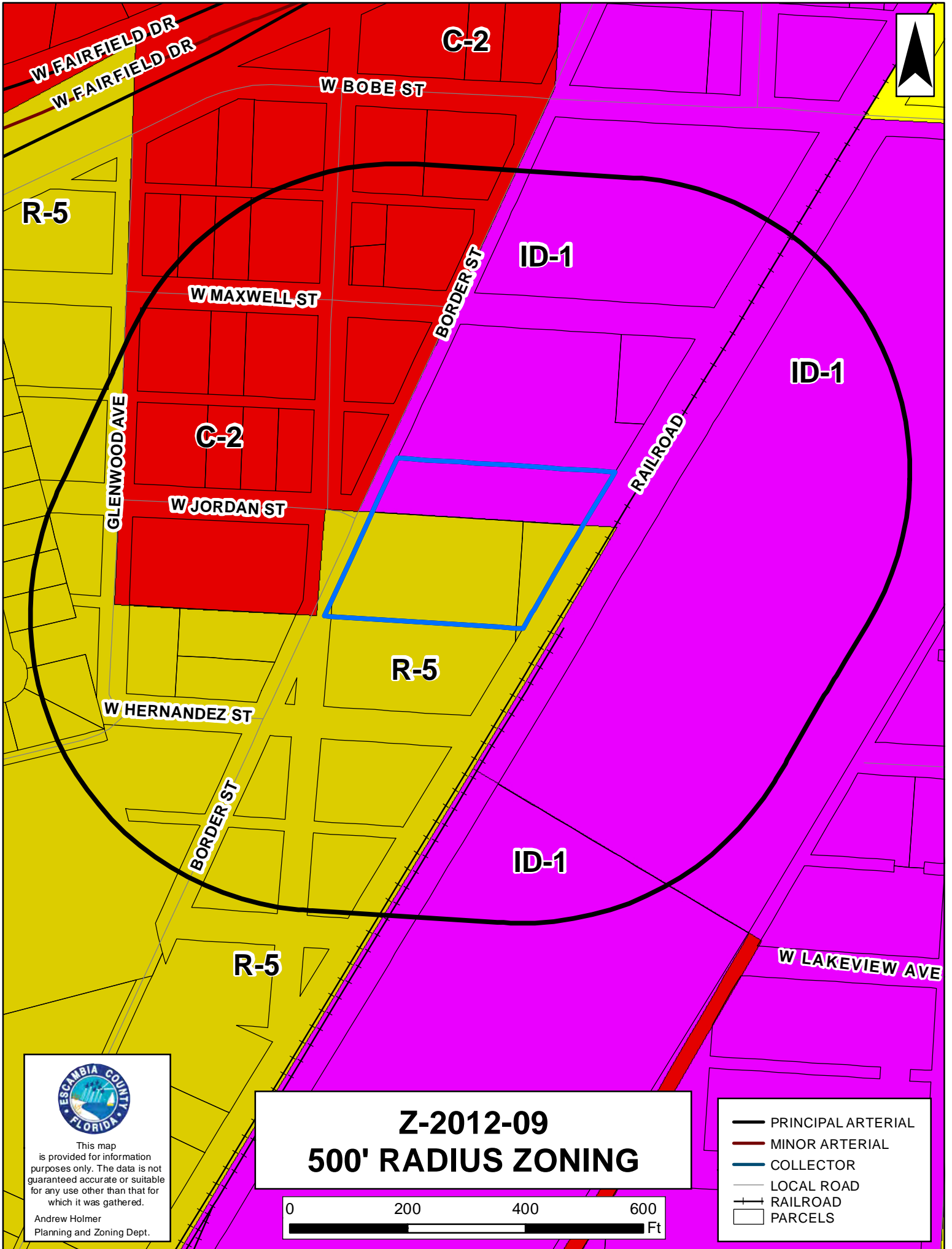
The proposed amendment **would not** result in a logical and orderly development pattern, as the allowed uses and intensities for the ID-2 zoning are incompatible with the intent of the Englewood Redevelopment Plan, which identify the less intense industrial uses and specific standards adopted by the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


Attachments

Z-2012-09




 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.



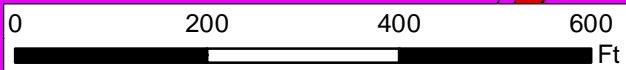








 This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

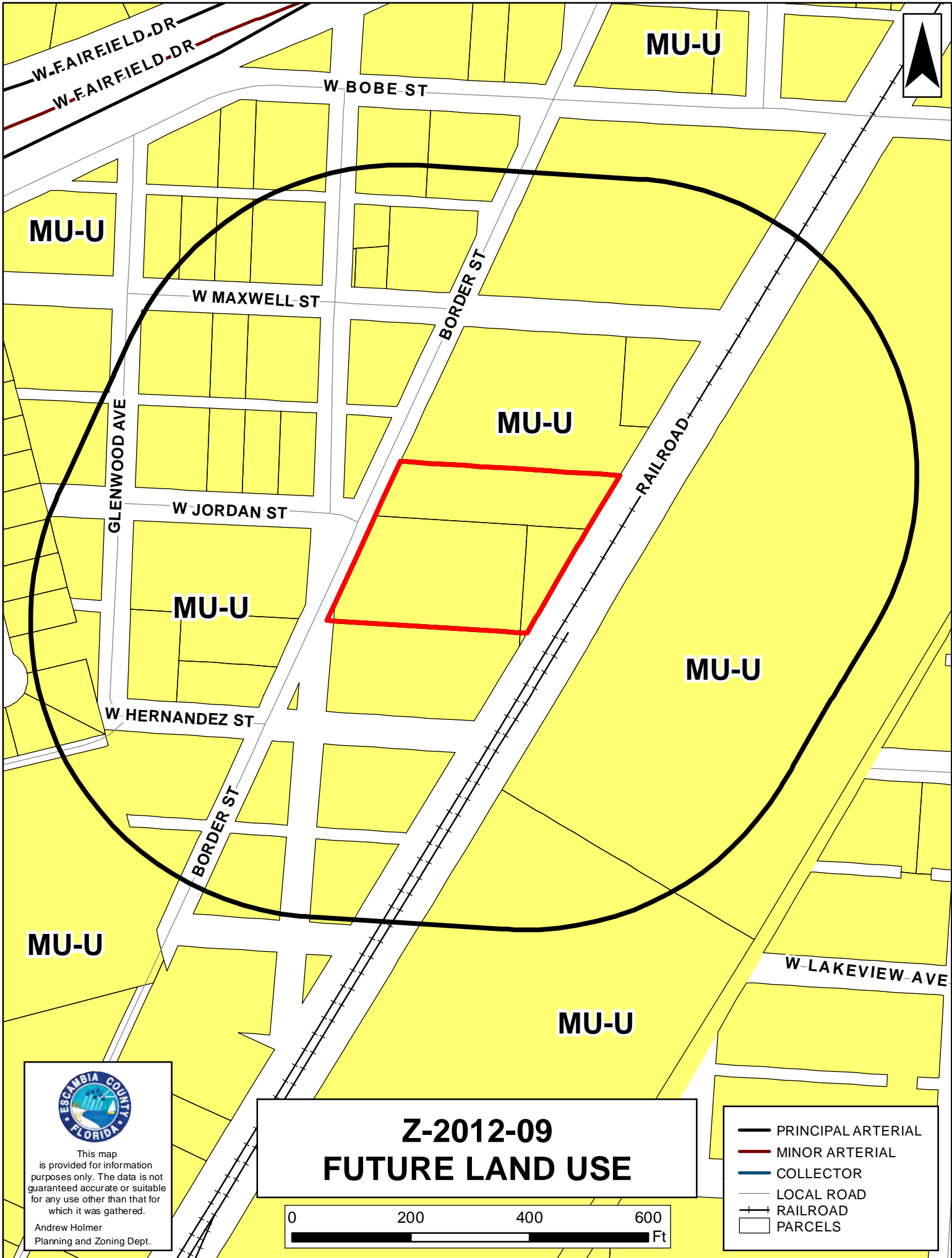

 Andrew Holmer

 Planning and Zoning Dept.

Z-2012-09
500' RADIUS ZONING



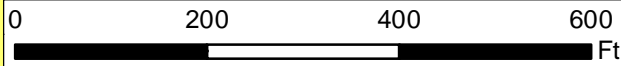
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  RAILROAD
-  PARCELS

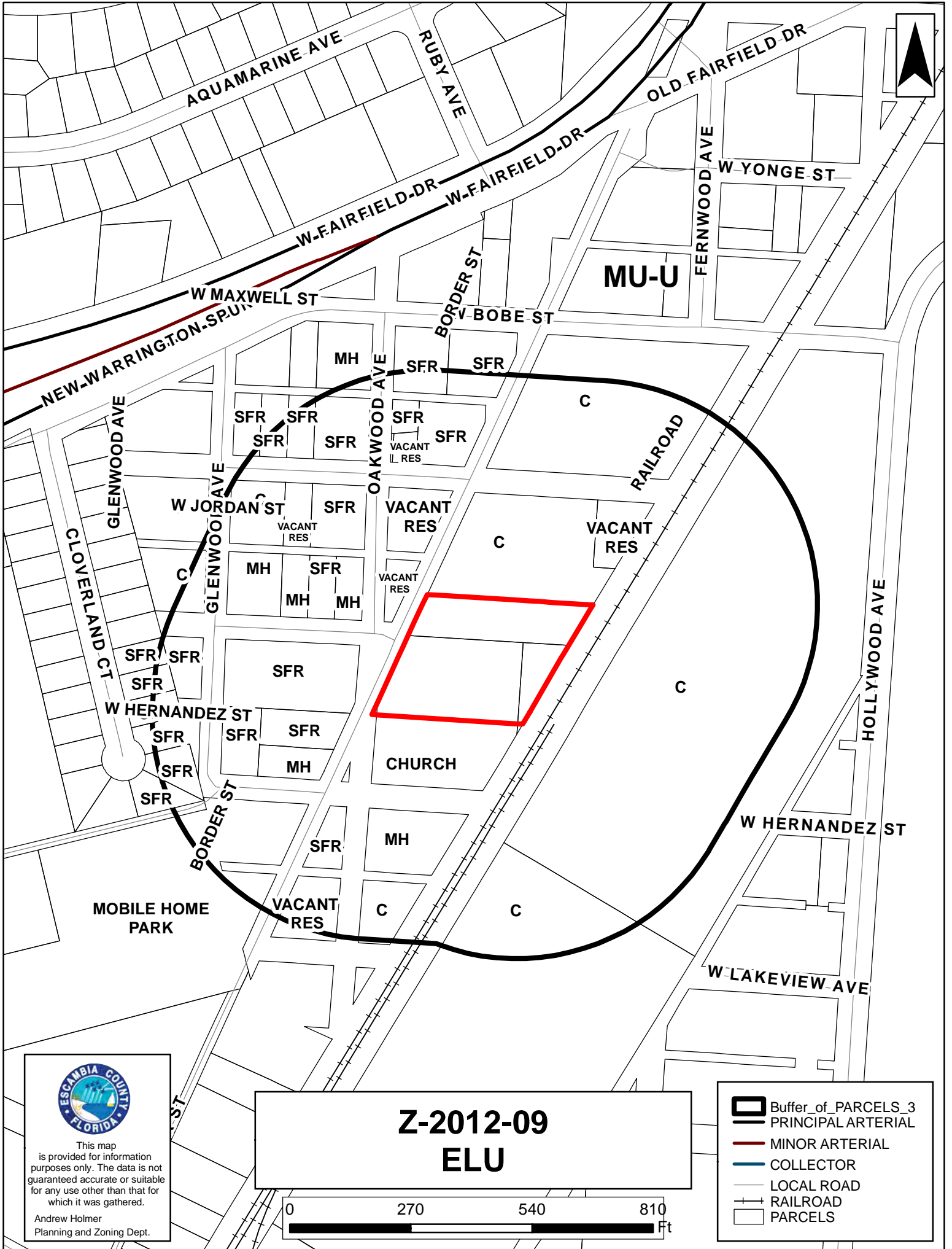
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-09 FUTURE LAND USE



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



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Andrew Holmer
Planning and Zoning Dept.



W MAXWELL ST

OAKWOOD AVE

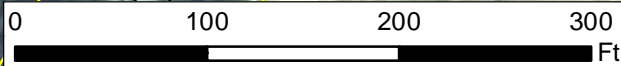
BORDER ST









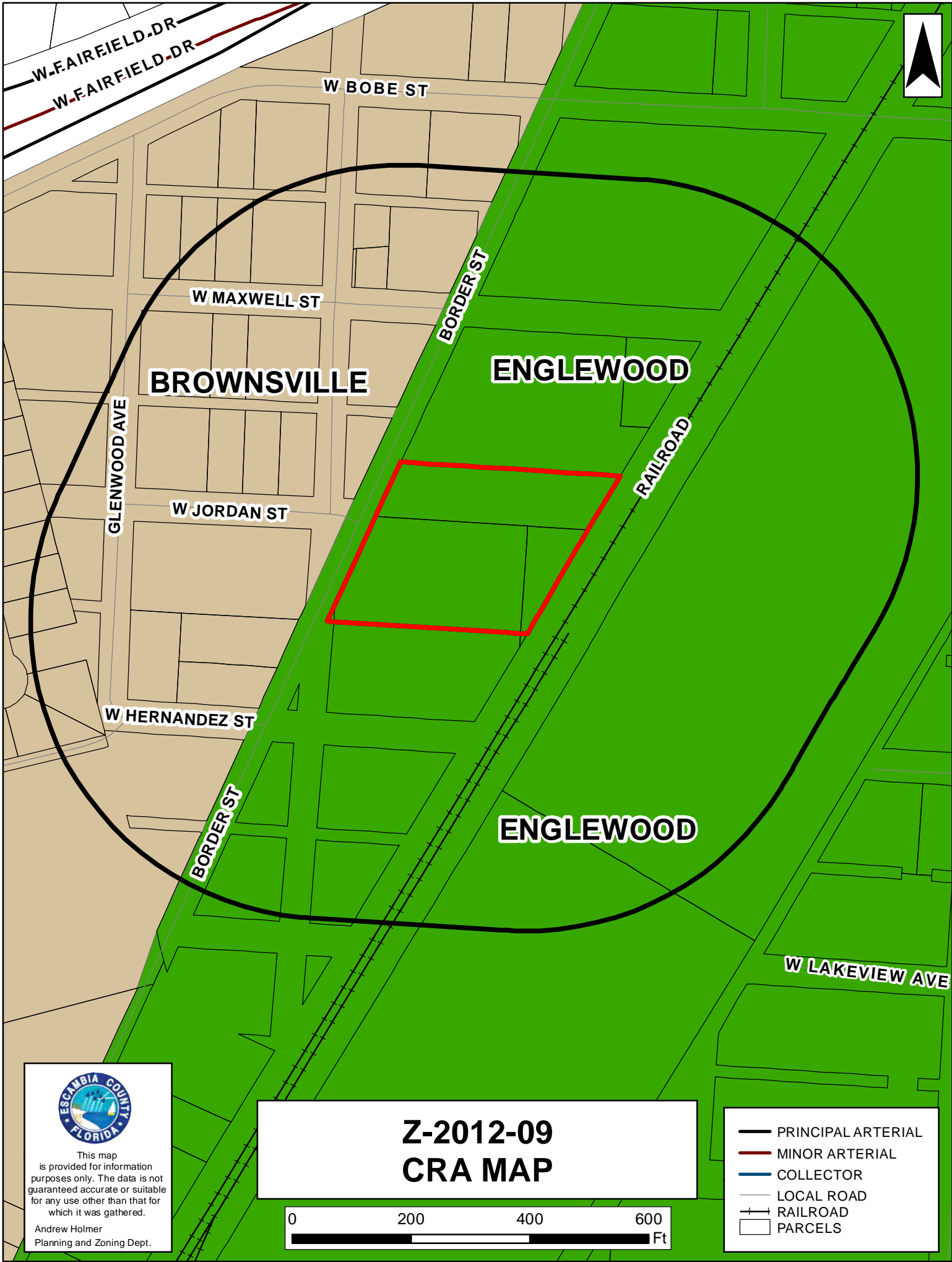

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-09 AERIAL MAP



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

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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

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: September 7, 2012

RE: Rezoning, September 10, 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. The zoning request to ID-1 is compatible with the Future Land Use and surrounding industrial zoning. CRA requests screening be given additional consideration. The intent within community redevelopment districts is to improve the area; the aesthetic aspects of redevelopment are considered a priority. CRA supports the rezoning request to ID-1.

DVF: eap



**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

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 4th 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

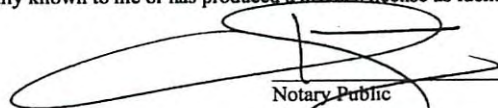
Witness
Print Name: Adrian F. Hammond, Jr.


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

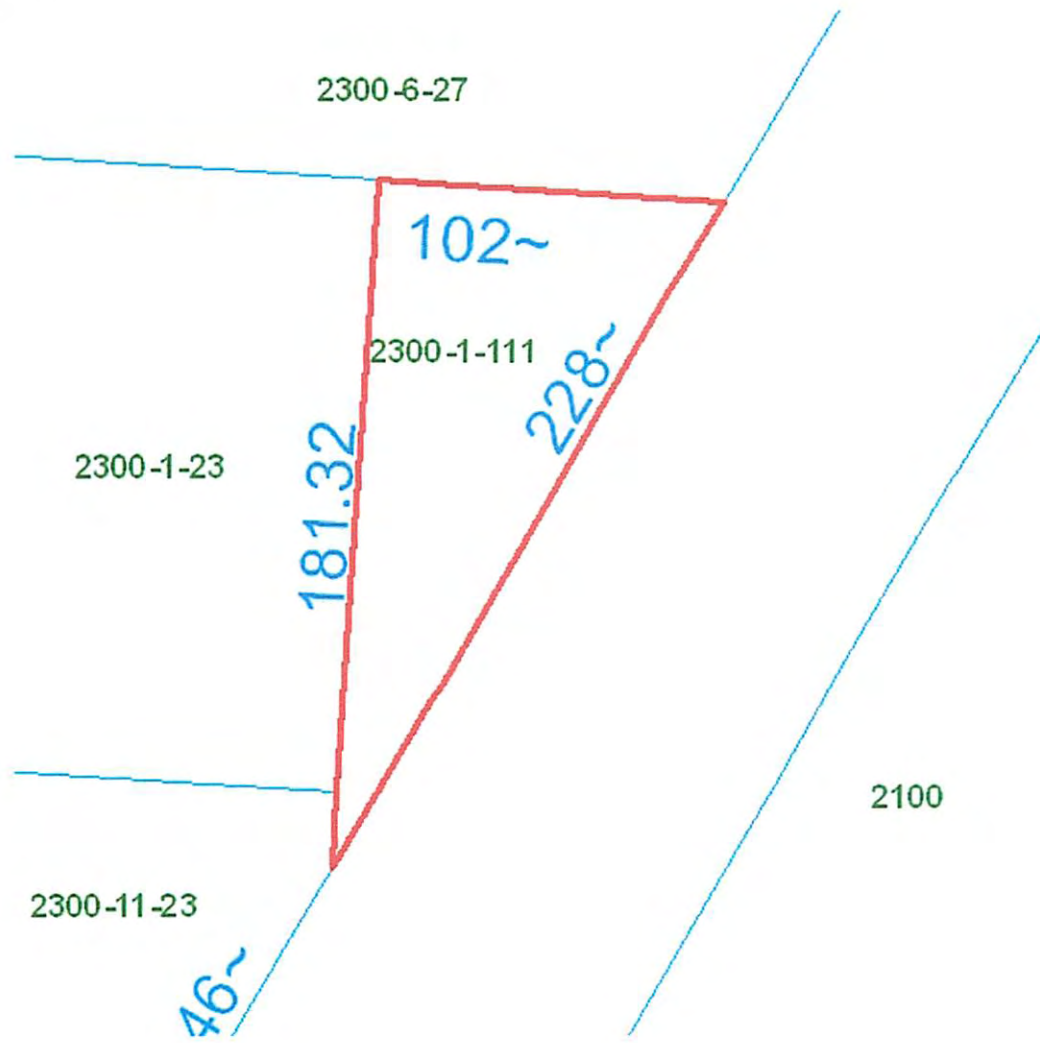


Schedule A

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.

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.

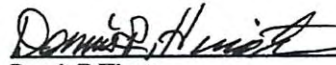
AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the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

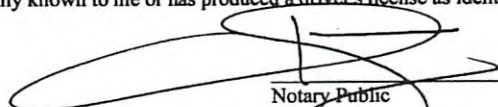
Witness
Print Name: Adrian F. Hammond, Jr.


Dennis R Hinote

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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(SEAL)


Notary Public
Print Name: _____
My Commission Expires: _____

Prepared by:
Karen McClammy, an employee of
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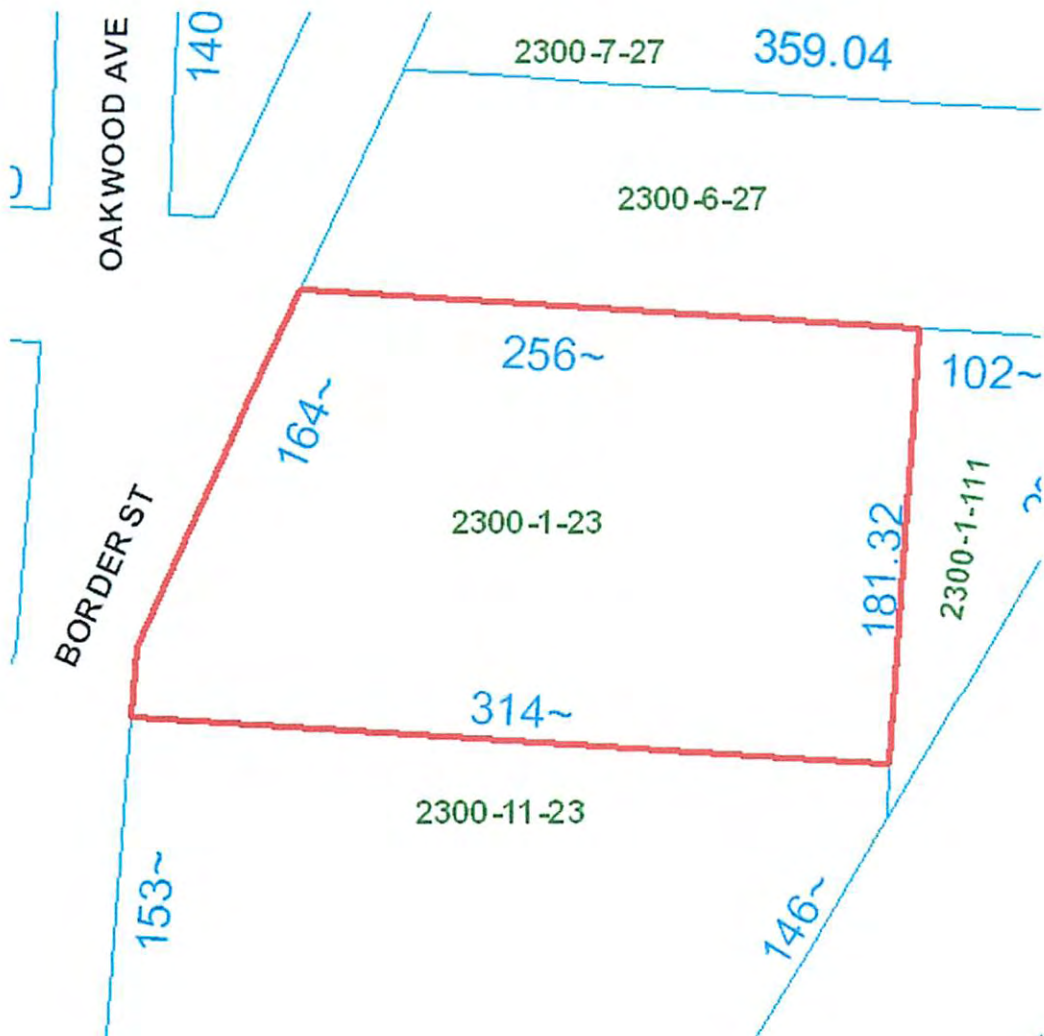


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027

Rec
Doc 1120.00

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PENSACOLA, FL 32503

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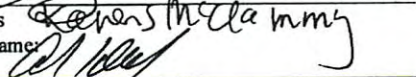
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

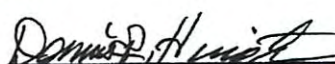
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SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

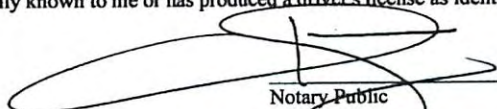

Witness Karen McClammy
Print Name: Karen McClammy

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:

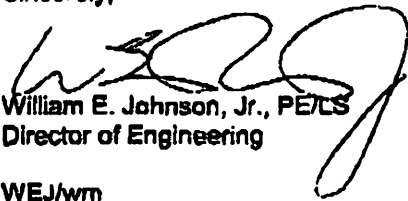
In response to your inquiry concerning availability of water and sewer services for the above referenced project, ECUA anticipates no problems in water supply or sewage treatment plant capacity. Our review indicates this project will not degrade ECUA's water and sewer systems to a degree which would 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
Phonema: 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.

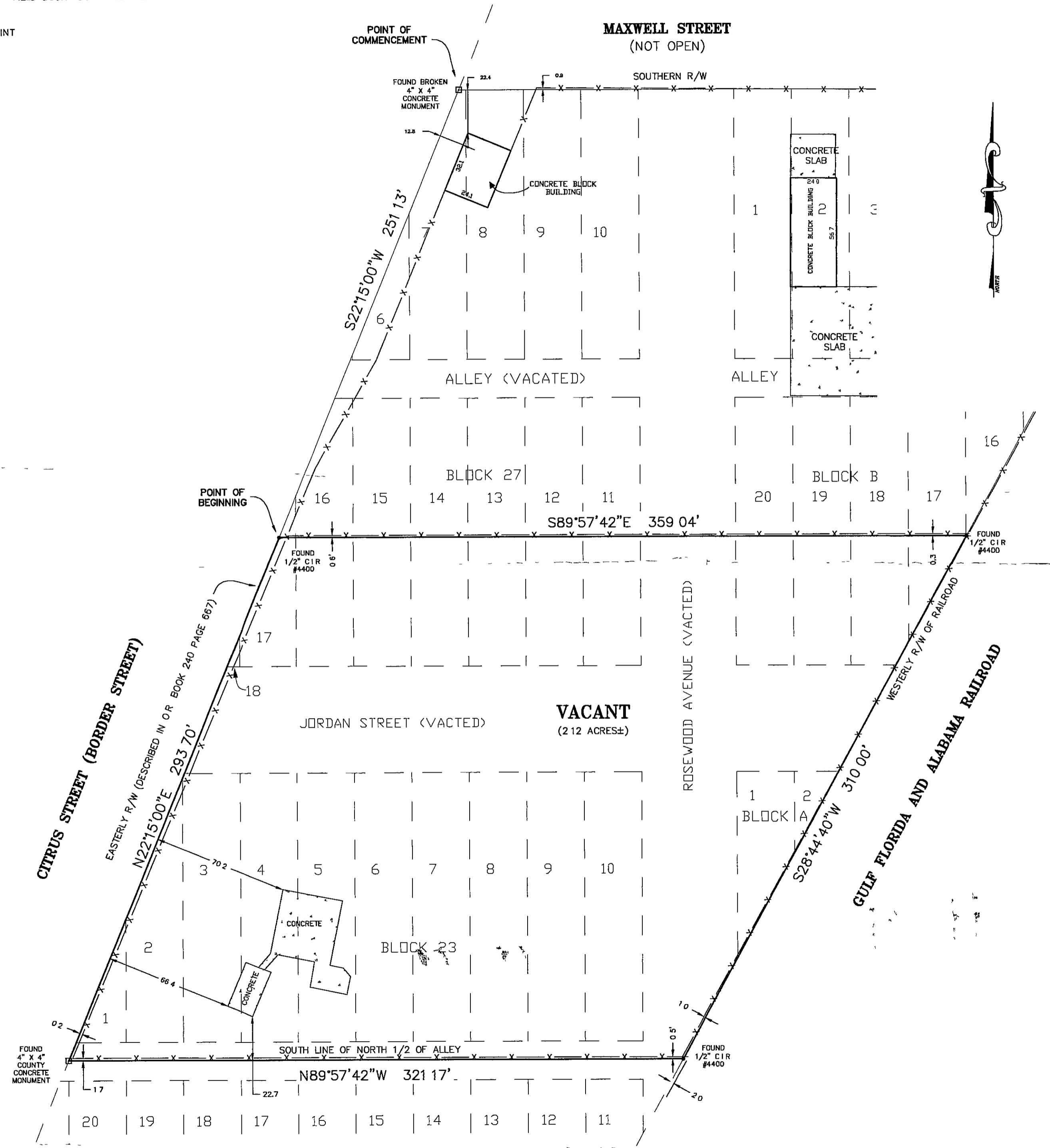
MEASUREMENTS MADE TO UNITED STATES STANDARDS

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 ~ -O-

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 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
Check	10309	\$1,750.00	App ID : PRZ120400009
		\$1,750.00	Total Check

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

Total Amount :	1,820.00	\$0.00	Balance Due on this/these Application(s) as of 4/5/2012
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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
Cash		\$70.00	App ID : PRZ120400009
		\$70.00	Total Cash

Received From : BUDDY PAGE

Total Receipt Amount : **\$70.00**

Change Due : \$0.00

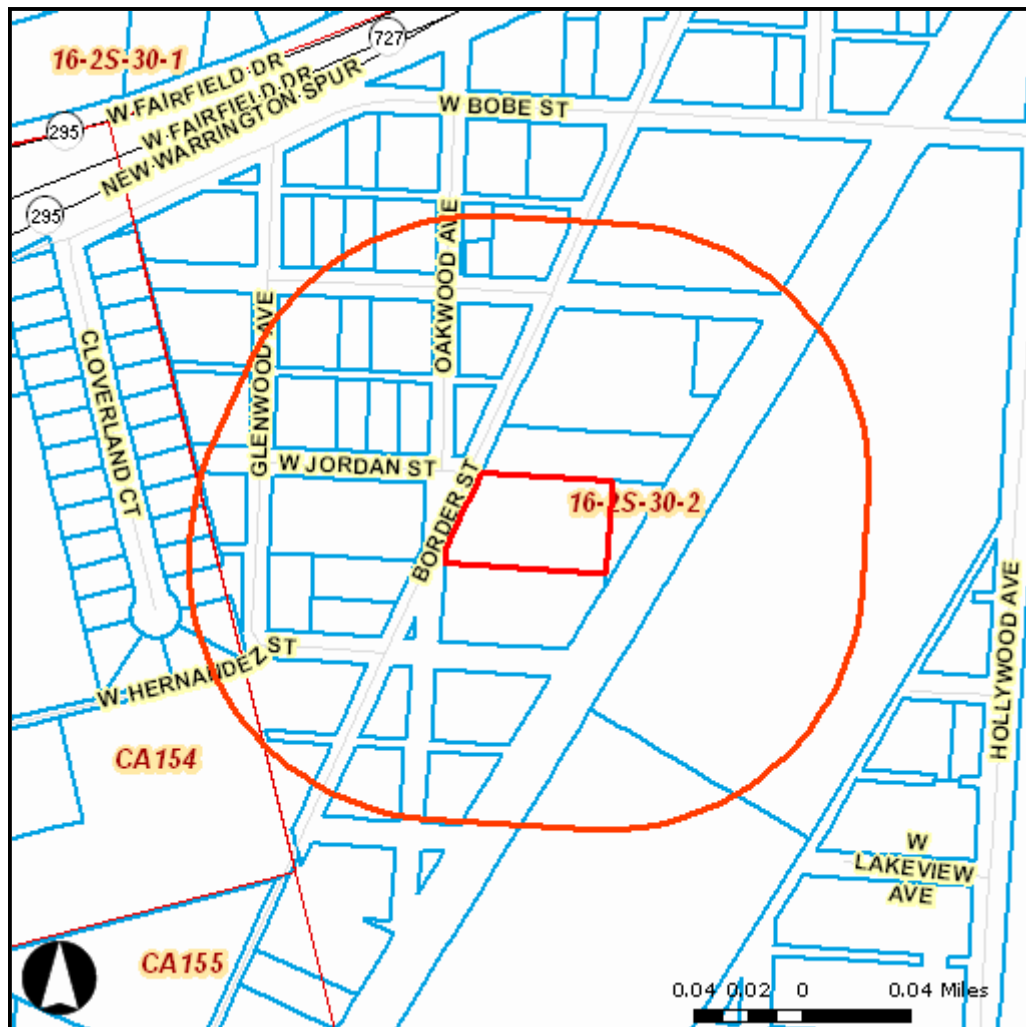
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OREN INTERNATIONAL INC 1995 HOLLYWOOD AVE PENSACOLA FL 32505	BANK OF AMERICA C/O ROBERTSON ANSCHUTZ 3010 N MILITARY STE 300 BOCA RATON FL 33431	SOUTHERN STAR AUTO GROUP LLC 2201 GLENWOOD AVE PENSACOLA FL 32505
EVANS CONTRACTING INC 289 NOWAK RD CANTONMENT FL 32533	WILSON STEVE H 817 NORTH 48TH AVE PENSACOLA FL 32506	SCHAFFER REAL ESTATE HOLDINGS LLC 1632 SUNSET POINTE DESTIN FL 32541
D & S OF PENSACOLA INC 4419 CEDARBROOK CIR PENSACOLA FL 32526	RHODES EARL J & CHARLENE E 1800 1/2 BORDER ST PENSACOLA FL 32505	FOLMAR DARRYL D 2101 OAKWOOD AVE PENSACOLA FL 32505
PAV'R CONSTRUCTION INC 501 E GREGORY ST # 3 PENSACOLA FL 32502	MULLINS CHARLIE & GLADYS E 1800 N BORDER ST PENSACOLA FL 32505	ANGELOS AUTO PARTS INC 42 SANDALWOOD ST PENSACOLA FL 32505
BODIE DANIEL P & GERMAINE R 2004 GLENWOOD AVE PENSACOLA FL 32505	MARTIN LUCINDA 4415 DEAUVILLE WAY PENSACOLA FL 32503	WILLIS SABRINA LYNN 2123 NORTH T ST PENSACOLA FL 32505
SILCOX ROBERT H 3800 W MAXWELL ST PENSACOLA FL 32505	BODIE STEVE R 1375 LA PAZ PENSACOLA FL 32506	AARON LILLIAN SHAW LIFE EST 3820 W JORDAN ST PENSACOLA FL 32505
ONGMAN GLORIA J 22880 POPLAR RD ROBERTSDALE AL 36567	PENSACOLA HABITAT FOR HUMANITY INC PO BOX 13204 PENSACOLA FL 32591	HENDRICKS JAMES GAWEN 8411 KAUSE RD PENSACOLA FL 32506
TERRY JOHN G 3816 W MAXWELL ST PENSACOLA FL 32505	PENSACOLA HABITAT FOR HUMANITY 1060 GUILLEMARD ST PENSACOLA FL 32501	BROWN JAMES & 2208 OAKWOOD AVD PENSACOLA FL 32505
GIBBES TIMOTHY & DEBORAH 12 CLOVERLAND CT PENSACOLA FL 32505	JAHNKE JOSHUA J 59 LINCOLN ST HUDSON MA 01749	HARBORTH HARVEY & BARBARA A 14 CLOVERLAND CT PENSACOLA FL 32505
HENDRIX JAMES E C/O WANDA HENDRIX WHITE 205 HUNTERS HILL LN MOLINO FL 32577	DOWNEY JOSEPH M 16 CLOVERLAND CT PENSACOLA FL 32508	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

Expert in
Land use
planning

Meeting Date: 9-10-12

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2012-09 OR

Agenda Item Number/Description:

In Favor Against

*Name: BUDDY PAGE Agent for owner

*Address: 5337 Hamilton Ln *City, State, Zip: PAGE 32571

Email Address: budpage1@mchsi.com Phone: 2329853

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).
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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.



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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Opposition
Leader
Attorney

Meeting Date: _____

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2012-09 OR

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: BOB KENNIGAN

*Address: 400 E. GOV'T *City, State, Zip: 32502

Email Address: _____ Phone: _____

Please indicate if you:

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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 9-10-12

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-09

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor [checked] Against

*Name: EMILY RHODES

*Address: 1800 1/2 N. Borden St *City, State, Zip: Pensacola FL 32505

Email Address: none Phone: 850-457-4577

Please indicate if you:

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Did not speak

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Sept. 10, 2012

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2012-09

OR

Agenda Item Number/Description:

In Favor Against

*Name: Charlene Rhodes

*Address: 1800 1/2 N. Border St. *City, State, Zip: Pensacola, FL 32505

Email Address: _____ Phone: (850) 457-4577

Please indicate if you:

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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:

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(850) 595-3481 - FAX
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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:

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Z-2012-18

25

1 Z-2012-18

2

3 Applicant: David Crowder, Owner
Address: 1011 Perdido Rd

4 From: VR-1, Villages Rural Residential District (one
unit per 4 acres)

5 To: VR-2, Villages Rural Residential District (one
unit per .75 acres)

6

7

8

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

09:40AM 10 Is this Case Z-2012-18. And the applicant is David
11 Crowder, who is the owner. 1011 Perdido Road, from
12 Villages Rural Residential 1 to Villages Rural
13 Residential District 2. Going from four units per
14 acre – excuse me – one unit per four acres to one
09:40AM 15 unit per three-quarters of an acre.

16 We'll start again by asking our Board members
17 about ex parte communication. Members of the Board,
18 have there been any ex parte communication between
19 you, the Applicant, the Applicant's agents,
08:56AM 20 attorneys, witnesses, with fellow Planning Board
21 members or anyone from the general public prior to
22 this hearing? I'll also ask if you visited the
23 subject property, and also disclose if you are a
24 relative or a business associate of any of the
08:56AM 25 parties.
TAYLOR REPORTING SERVICES, INCORPORATED

26

1 And we'll start with Ms. Oram.

2 MS. ORAM: No to all.

3 MS. HIGHTOWER: No to all.

4 MR. GOODLOE: No to all.

09:41AM 5 MR. WOODWARD: No to all.

6 MR. BRISKE: The Chairman, no to all.

7 MR. TATE: No to all.

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

9 MR. WINGATE: No to all.

09:41AM 10 MS. SINDEL: No to all of the above.

11 MR. BRISKE: Thank you. Staff, was notice of
12 this hearing sent to all the interested parties?
13 MS. CAIN: Yes, it was.

14 MR. BRISKE: And was it also posted on the
09:41AM 15 subject property?
16 MR. BRISKE: Yes, it was.
17 And it looks like we're back in technology, we
18 get the maps and photographs.

19 MS. CAIN: This is the Case Z-2012-18. And it
09:42AM 20 is going, as you said, VR-1 to VR-2. This is the
21 locational and the wetlands map. This is showing
22 the 500 foot radius showing the VR-1 with the
23 surrounding VR-2. The future land use map. The
24 parcel and the surrounding is all MUS, Mixed Use
09:42AM 25 Suburban. The existing land use map. This is the
TAYLOR REPORTING SERVICES, INCORPORATED

27

1 aerial view. This is our public notice sign on the
2 property. This is looking south on the subject
3 parcel. This is looking north from the subject
4 parcel. This is looking northwest. Looking east
09:42AM 5 from the subject parcel. Looking west. And this is
6 our 500 foot radius map that we get from Chris
7 Jones, Property Appraiser. This is our mailing
8 list.

9 MR. BRISKE: Board members, any questions about
10 the maps or the photography?
09:43AM 11 Okay. Hearing none, we'll ask Mr. Crowder to
12 please come forward. Good morning, sir. We'll ask
13 that you be sworn in, please.
14 (WHEREUPON, Mr. Crowder was sworn).
09:43AM 15 MR. BRISKE: Good morning, sir. If you'll
16 please state your name and address for the record.

17 MR. CROWDER: My name is David Crowder. I'm
18 currently residing at 7471 Jamesville Road which is
19 area code – zip code 32506.

09:43AM 20 The piece of property in question –
21 MR. BRISKE: Sir, excuse me just one movement.
22 I do have to ask you a couple of questions as we
23 start because of this being a quasi-judicial
24 hearing.
09:43AM 25 Have you received a copy of the Staff's
TAYLOR REPORTING SERVICES, INCORPORATED

28

1 rezoning hearing package with the Findings-of-Fact?
2 MR. CROWDER: I have.

3 MR. BRISKE: And do you understand that you
4 have the burden of providing substantial competent
09:44AM 5 evidence that the rezoning is consistent with the
6 Comprehensive Plan, further the goals, objectives
7 and policies of that Comprehensive Plan and is not
8 in conflict with the County's Land Development Code?
9 MR. CROWDER: I've been informed that, yes,
09:44AM 10 sir.

11 MR. BRISKE: Please proceed.

12 MR. CROWDER: I'm not sure exactly what I'm
13 going to have to say in order to justify what you
14 just went over there, but I'll do it this way. When
09:44AM 15 I purchased the piece of property I didn't bother to
16 check the zoning requirements at the time, because
17 at that time I had intended to use the piece of
18 property as it was, as it is now, more or less.
19 Subsequent to this purchase, my wife has died and my
09:44AM 20 plan for the property has changed because of this.
21 I now wish to be able to remove the house trailer
22 that's on it and put a single dwelling on it.
23 Because the property was originally – at the time
24 that I – just prior to my purchase of it, it had
09:45AM 25 been in a family conveyance. Apparently, that
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29

1 family conveyance ceased to exist when the finance
 2 company that held the mortgage on it repossessed it.
 3 I had stated to the real estate people at the time
 4 that I intended to use the property as it was, so
 09:45AM 5 there was no check made of the zoning by the real
 6 estate people either, apparently.
 7 Now, it's my understanding that with regard to
 8 these six criteria up here, that, in fact, what I
 9 wish to do does, in fact, meet the criteria of all
 09:45AM 10 six points. I don't see much point in me
 11 enumerating them individually.
 12 All the property in that area, with the
 13 exception of one little strip which is involved,
 14 which includes this piece, is already zoned VR-2.
 09:46AM 15 The piece of property immediately adjacent to it on
 16 the west side is VR-2. This particular piece of
 17 property is the northwest corner of a block of
 18 property that is owned currently by a family member
 19 from the family where it was originally conveyed.
 09:46AM 20 It's still VR-1, but to the east it's VR-2.
 21 It would appear to me that what I'm requesting
 22 is more in tune with the whole area in terms of
 23 zoning than is this small strip that is involved in
 24 what I'm – what I have immediately adjacent. I
 09:46AM 25 might add that the property on the north side of the
 TAYLOR REPORTING SERVICES, INCORPORATED

30

1 road is owned by my daughter, some 15 acres or so of
 2 that.
 3 The property is high and dry. There's no
 4 wetlands involved. As I've said, it pretty well
 09:47AM 5 matches the development patterns in the area other
 6 than the balance of the VR-1. Personally, I don't
 7 see any conflict anywhere. And as I recall, the
 8 Staff's – the copy that I got from Staff reflects
 9 the same thing.
 09:47AM 10 MR. BRISKE: Okay. That's fine. As I stated
 11 when you came forward, you know, you have the burden
 12 to prove that what you're asking for is within the
 13 code and the Comprehensive Plan, so that's why we
 14 give you the opportunity.
 09:47AM 15 As I understand it, you're accepting the
 16 Staff's findings and you agree with them?
 17 MR. CROWDER: Yes.
 18 MR. BRISKE: Are there any questions at this
 19 time for Mr. Crowder?
 09:47AM 20 MS. SINDEL: No.
 21 MR. BRISKE: Staff presentation. Please, sir,
 22 if you'll just have a seat we may call you back up.
 23 MS. CAIN: Z-2012-18, 1011 Perdido Road going
 24 from VR-1, Village Rural, one unit per four acres to
 09:48AM 25 VR-2, Village Rural, one unit per .75.
 TAYLOR REPORTING SERVICES, INCORPORATED

31

1 This particular rezoning, it did meet all the
 2 six criteria. It is consistent with the
 3 Comprehensive Plan, the Land Development Code. The
 4 surrounding areas, there were basically mobile homes
 09:48AM 5 and some single family and some vacant parcels in
 6 the area. There were no changed conditions that
 7 would affect this parcel. No wetlands on site. And
 8 it would result in a logical and orderly development
 9 pattern.
 09:48AM 10 This parcel was actually part of a, as he
 11 mentioned, a family conveyance. And then once
 12 you – after the family conveyance, you want to sell
 13 it it becomes nonconforming so he wanted to rezone
 14 it. So it does meet all the criteria as stated in
 09:49AM 15 the findings given.
 16 MR. BRISKE: Board members, any questions of
 17 staff?
 18 MS. SINDEL: No.
 19 MR. BRISKE: Member of the public, I don't have
 09:49AM 20 anyone signed up to speak on this matter. Is there
 21 anyone that has any questions concerning the
 22 criteria in this case?
 23 All right. Mr. Crowder, did you have anything
 24 else to add to your case, sir?
 09:49AM 25 MR. CROWDER: I can't think of anything at this
 TAYLOR REPORTING SERVICES, INCORPORATED

32

1 time, sir.
 2 MR. BRISKE: Members of the Board, the Chair
 3 will entertain a motion.
 4 MS. DAVIS: I move to recommend approval of the
 09:49AM 5 rezoning application Z-2012-18 to the Board of
 6 County Commissioners and adopt the Findings-of-Fact
 7 as presented by the Staff.
 8 MR. WINGATE: Second.
 9 MR. BRISKE: Motion and a second. Any further
 09:35AM 10 discussion? All those in favor, say aye.
 11 (Board members vote.)
 12 MR. BRISKE: Opposed?
 13 (None.)
 14 MR. BRISKE: The motion carries unanimously.
 09:50AM 15 We're going to go ahead and take about a five
 16 minute break here. Please come back into session at
 17 15 until 10:00, so that will be 9:45.
 18 (Break).
 19 MR. BRISKE: Apparently we have several of the
 10:01AM 20 microphones that are working and several that are
 21 not, so we're still going to ask those whose
 22 microphones are not working to still speak up.
 23
 24 *****
 25
 TAYLOR REPORTING SERVICES, INCORPORATED

Planning Board-Rezoning

5. B.

Meeting Date: 09/10/2012

CASE : Z-2012-18

APPLICANT: David Crowder, Owner

ADDRESS: 1011 Perdido Rd

PROPERTY REF. NO.: 09-1N-31-1000-331-003

FUTURE LAND USE: MU-S, Mixed Use Suburban

DISTRICT: 5

OVERLAY AREA: N/A

BCC MEETING DATE: 10/04/2012

SUBMISSION DATA:

REQUESTED REZONING:

FROM: VR-1, Villages Rural Residential District (one unit per 4 acres)

TO: VR-2, Villages Rural Residential District (one unit per .75 acres)

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 Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The minimum residential density is two dwelling units per acre and the maximum residential density is ten 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 to VR-2 **is consistent** with the intent and purpose of Future Land Use category MU-S as stated in CPP FLU 1.3.1. It allows for residential, retail and services, professional office, recreational facilities and public and civic. The proposed amendment will utilize the existing public roads, and infrastructures currently in place as stated in CPP FLU 1.5.3

CRITERION (2)

Consistent with The Land Development Code.

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

6.05.23. VR Villages Rural Residential Districts. VR-1-Gross density: One unit per four acres. VR-2-Gross density: One unit per 0.75 acre. The intent and purpose of the districts is for a single-family residential district characterized by rural land development patterns. Rural community nonresidential uses are allowed. Home occupations are considered permitted uses. Mobile homes are allowed as single-family dwellings. Mobile home subdivisions are allowed. Mobile home parks are allowed as conditional uses. Parcels designated as VR are generally not assessed as agriculturally productive parcels. **VR-1** densities reflect large lot rural land development patterns, while **VR-2** densities reflect the need for more affordable lot sizes for single family and mobile home development.

Permitted Uses:

Single-family residences.

2. Agricultural, farm animals and agricultural-related activities and customary accessory buildings.
3. Silviculture.
4. Mariculture and aquaculture.
5. Campground and recreational vehicle parks.
6. Public utility.
7. Stables, private and public (minimum lot size two acres).
8. Animal hospitals, clinics and kennels (minimum lot size two acres).
9. Display and sale of fruit, vegetables and similar agricultural products.
10. Mobile homes as single-family dwelling, subject to the other relevant provisions of this Code.
11. Places of worship.
12. Educational facilities.
13. Clubs and lodges.
14. Guest residences.
15. Public utility and service structures not included in subpart C. or D., below.
16. Feed and farm equipment stores.
17. Home-based "cottage businesses" such as crafts, florists, woodworking, sewing, and other similar uses.
18. Other rural area related commercial uses meeting the locational requirements of Comprehensive Plan Policy 8.A.11.
19. Golf courses, tennis centers, swimming clubs, and customary attendant facilities and accessory buildings.
20. Home occupations.
21. Existing auto salvage business.
22. Family day care homes and family foster homes.
23. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I,

Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, Article 7).

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The proposed amendment allows for residential and rural community non-residential development with the densities in VR-2 reflecting more affordable lot sizes for single family development.

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 VR-1 and VR-2. There are four mobile homes, six single family residence and four vacant parcels.

CRITERION (4)

Changed conditions.

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

FINDINGS

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

CRITERION (5)

Effect on natural environment.

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

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils were **not** indicated on the subject property. When applicable, further review during the 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.

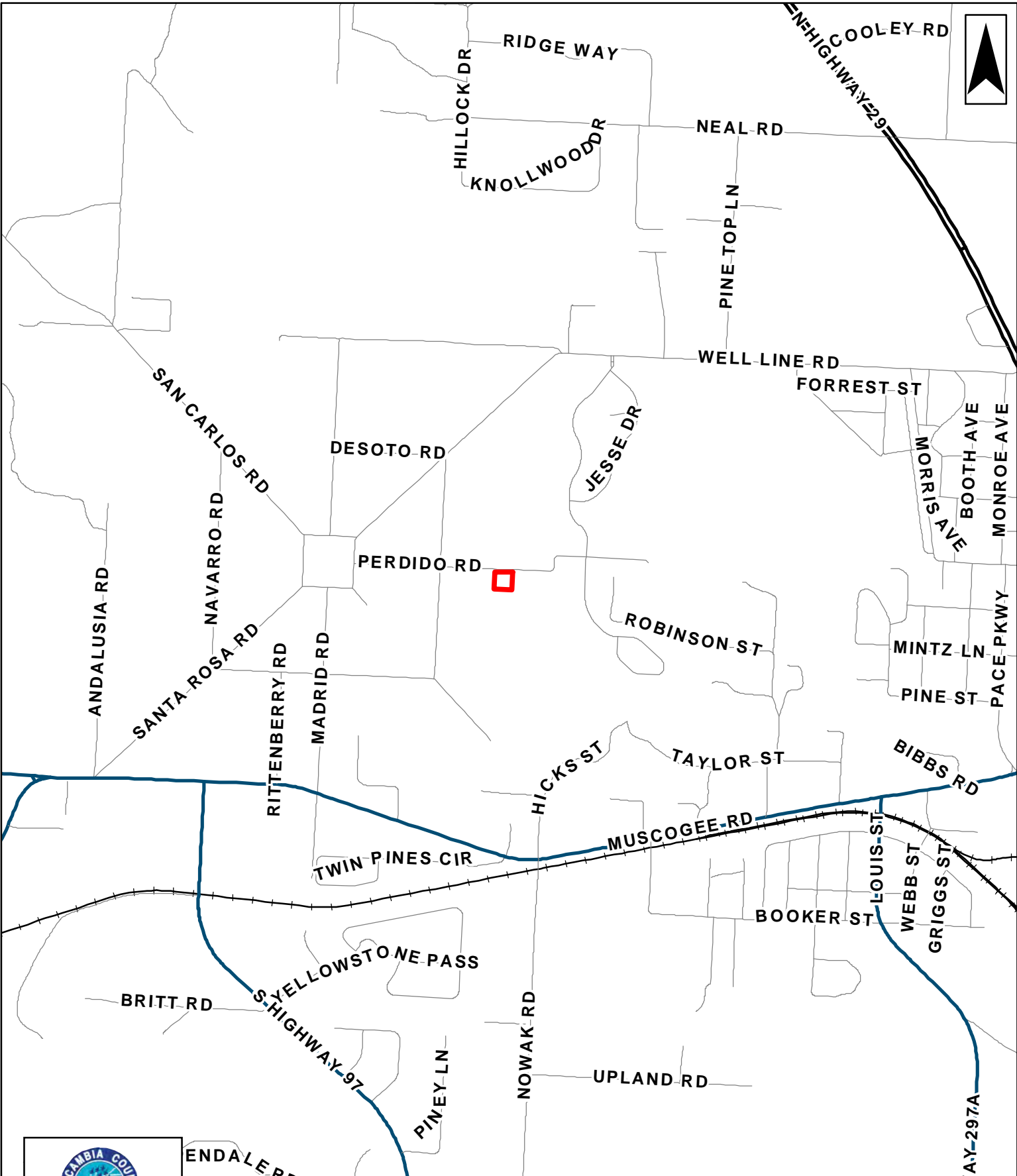
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would result** in a logical and orderly development pattern because all surrounding parcels are residential uses with zoning designations of VR-1 or VR-2.

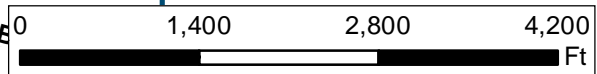

Attachments

Z-2012-18



Z-2012-18 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.



VR-1

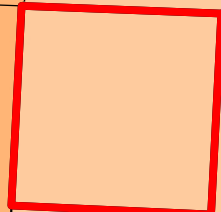
VR-2

BALBOA RD

VR-1

PERDIDO RD

PERDIDO RD



VR-2

VR-1

VR-2

VR-2



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-2012-18 500' RADIUS ZONING



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



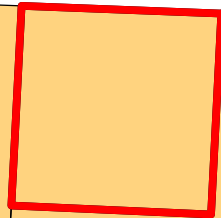
MU-S

BALBOA RD

MU-S

PERDIDO RD

PERDIDO RD



MU-S

MU-S

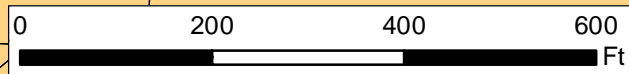
MU-S



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Andrew Holmer
Planning and Zoning Dept.

Z-2012-18 FUTURE LAND USE



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



BALBOA RD

PERDIDO RD

SF

MH

MH

VAC

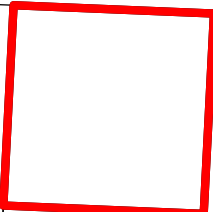
MH

PERDIDO RD

SF

SF

MH



VAC

VAC

SF

SF

VAC

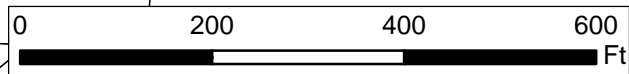
SF



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Andrew Holmer
Planning and Zoning Dept.

Z-2012-18 EXISTING LAND USE










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



PERDIDO RD

Z-2012-18 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.

Public Notice Sign





Looking south onto subject property



Looking north from subject property



Looking northwest from subject property



Looking East From Subject property



Looking West from Subject property

July 26, 2012

Request for Rezoning

The real estate subject to this request was a family conveyance. The family member/owner tied the lot to the financing of a mobile home placed on it. When the owner defaulted on the loan, the finance company was forced to repossess. I subsequently purchased the lot and mobile home from the finance company.

It has become desirable to replace the mobile home with a permanent dwelling. This cannot be done under the current VR-1 zoning. I am therefore requesting the zoning be changed to VR-2 to allow this.

Item 1- The requested change is in compliance with the Comprehensive Plan as outlined in Chapter 7.

Item 2- The requested change is consistent with the Land Development Code.

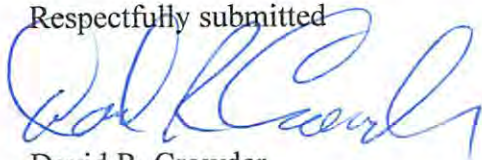
Item 3- The requested change is compatible with surrounding uses. Most of the land in the area is already zoned VR-2. Residential development in close proximity has increased the desirability and value of the entire area. This change for my lot can only be an asset to the community.

Item 4- There will be no changed conditions as the lot already has a single family dwelling on it that will be replaced with another.

Item 5- There will be no effect on the natural environment. The entire lot is high and dry.

Item 6- The change will better align usage of this lot with the development patterns of the area.

Respectfully submitted



David R. Crowder



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: UR-1 to: UR-2

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

Owner(s) Name: DAVID R. CROWDER Phone: 572-9078

Address: 4600 Marina Hwy #9, PMB 355, Panama City, FL 32506 Email: QTWINGER@HOTMAIL.COM

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


Property Address: 1011 PERDIDO ROAD


Property Reference Number(s)/Legal Description: 09-TN-31-1000-331-003

By my signature, I hereby certify that:

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

Signature of Owner/Agent _____ Printed Name Owner/Agent _____ Date _____

Signature of Owner  _____

 _____

Printed Name of Owner: DAVID R. CROWDER Date: 7-25-2012

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 25 day of July 20 12, by DAVID R. CROWDER

Personally Known OR Produced Identification . Type of Identification Produced: Florida Drivers License

Signature of Notary Brenda L. Wilson _____ Printed Name of Notary Brenda L. Wilson

FOR OFFICE USE ONLY

Meeting Date(s): PB 9/10; BCC 10/4/12 Accepted/Verified by: _____ Date: 7/25/12

Fees Paid: \$ 1050.00 Receipt #: 559980 Permit #: PR212070018

CASE NUMBER: 2-2012-18



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE # Z-2012-18

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 09-1N-31-1000-331-003

Property Address: 1011 Perdido Road

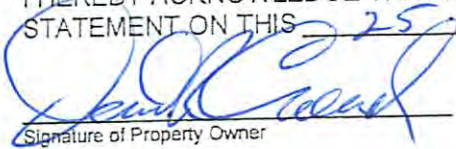
I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 25 DAY OF July, YEAR OF 2012.


Signature of Property Owner

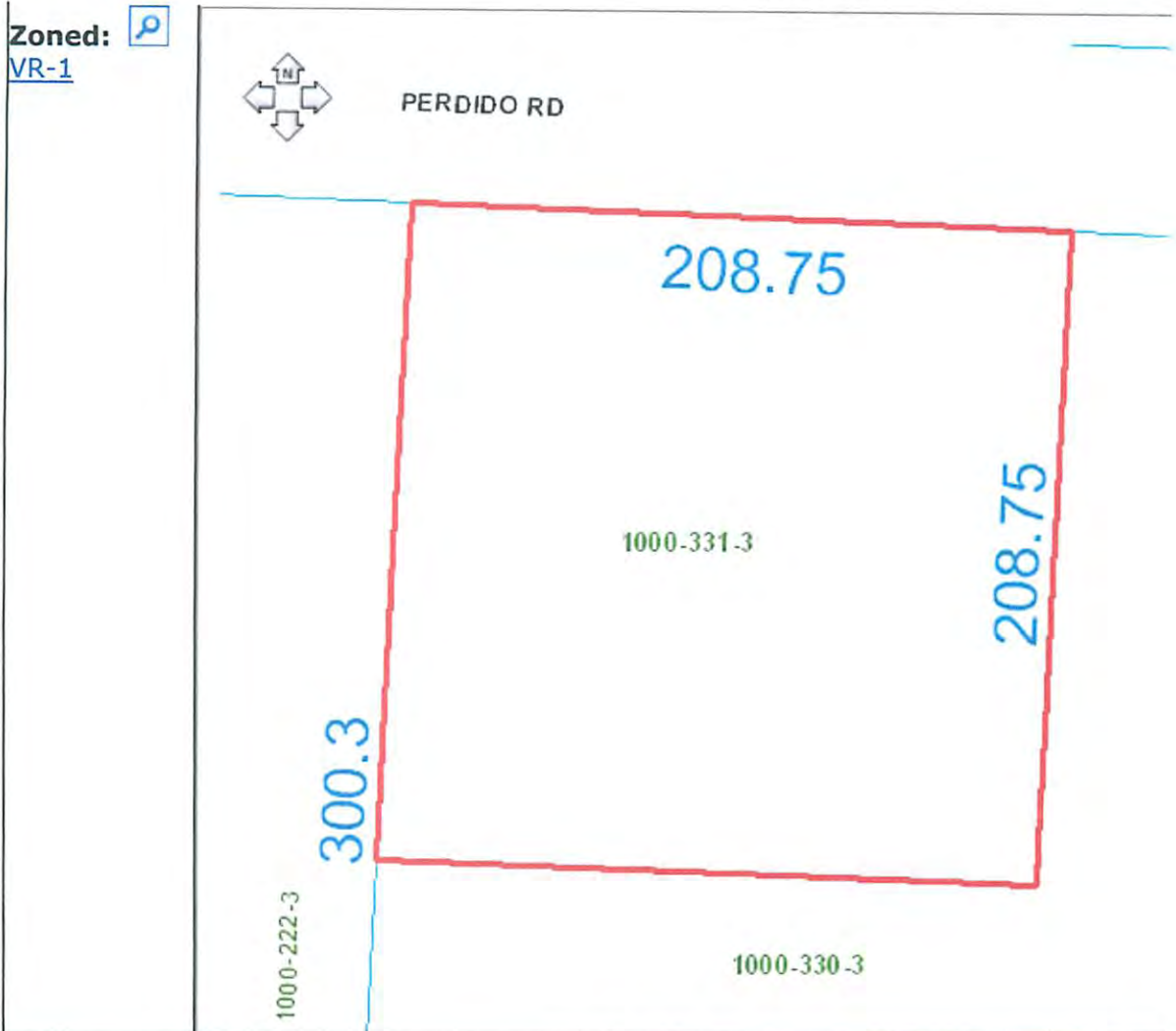
David R. Green
Printed Name of Property Owner

7/25/12
Date

Signature of Property Owner

Printed Name of Property Owner

Date



Buildings

Building 1 - Address:1011 PERDIDO RD, Year Built: 1999, Effective Year: 1999

Structural Elements

- MH FLOOR SYSTEM-TYPICAL**
- MH EXTERIOR WALL-VINYL/METAL**
- NO. PLUMBING FIXTURES-6.00**
- DWELLING UNITS-1.00**
- MH ROOF FRAMING-GABLE HIP**
- MH ROOF COVER-COMP SHINGLE/WOOD**
- MH INTERIOR FINISH- DRYWALL/PLASTER**
- MH FLOOR FINISH-CARPET**
- NO. STORIES-1.00**
- MH FLOOR FINISH-VINYL**
- MH MILLWORK-TYPICAL**
- MH HEAT/AIR-HEAT & AIR**
- MH STRUCTURAL FRAME-TYPICAL**

Areas - 1056 Total SF

BASE AREA - 1056



Images

None

OFFICE of VITAL STATISTICS

CERTIFIED COPY

FLORIDA CERTIFICATE OF DEATH

LOCAL FILE NO. 261

1. DECEDENT'S NAME (First, Middle, Last, Suffix) Linda Ann Crowder				2. SEX Female	
3. DATE OF BIRTH (Month, Day, Year) January 22, 1950		4a. AGE-Last Birthday (Years) 59	4b. UNDER 1 YEAR Months: _____ Days: _____	4c. UNDER 1 DAY Hours: _____ Minutes: _____	5. DATE OF DEATH (Month, Day, Year) September 24, 2009
6. SOCIAL SECURITY NUMBER		7. BIRTHPLACE (City and State or Foreign Country) Eupora, Mississippi		8. COUNTY OF DEATH Escambia	
9. PLACE OF DEATH (Check only one) HOSPITAL: <input checked="" type="checkbox"/> Inpatient <input type="checkbox"/> Emergency Room/Outpatient <input type="checkbox"/> Dead on Arrival NON-HOSPITAL: <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Nursing Home/Long Term Care Facility <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)					
10. FACILITY NAME (If not institution, give street address) Sacred Heart Hospital			11a. CITY, TOWN, OR LOCATION OF DEATH Pensacola		11b. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12. MARITAL STATUS (Specify) <input checked="" type="checkbox"/> Married <input type="checkbox"/> Married, but Separated <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Never Married			13. SURVIVING SPOUSE'S NAME (If wife, give maiden name) David Ronald Crowder		
14a. RESIDENCE - STATE Florida		14b. COUNTY Escambia		14c. CITY, TOWN, OR LOCATION Pensacola	
14d. STREET ADDRESS 7471 Jamesville Road			14e. APT. NO.	14f. ZIP CODE 32526	14g. INSIDE CITY LIMITS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
15a. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life.) Do not use "Retired" Homemaker			15b. KIND OF BUSINESS/INDUSTRY Own Home		
16. DECEDENT'S RACE (Specify the race/races to indicate what decedent considered himself/herself to be. More than one race may be specified.) <input checked="" type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> American Indian or Alaskan Native (Specify tribe) <input type="checkbox"/> Asian Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other Asian (Specify) <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> Guamanian or Chamorro <input type="checkbox"/> Samoan <input type="checkbox"/> Other Pacific Isl. (Specify) <input type="checkbox"/> Other (Specify)					
17. DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify if decedent was of Hispanic or Haitian Origin.) <input type="checkbox"/> Yes (If Yes, specify) <input checked="" type="checkbox"/> No <input type="checkbox"/> Mexican <input type="checkbox"/> Puerto Rican <input type="checkbox"/> Cuban <input type="checkbox"/> Central/South American <input type="checkbox"/> Other Hispanic (Specify) <input type="checkbox"/> Haitian					
18. DECEDENT'S EDUCATION (Specify the decedent's highest degree or level of school completed at time of death.) <input type="checkbox"/> 8th or less <input checked="" type="checkbox"/> High school but no diploma <input type="checkbox"/> High school diploma or GED <input type="checkbox"/> College but no degree <input type="checkbox"/> College degree (Specify): <input type="checkbox"/> Associate <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's <input type="checkbox"/> Doctorate					19. WAS DECEDENT EVER IN U.S. ARMED FORCES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
20. FATHER'S NAME (First, Middle, Last, Suffix) John Henry Phelps			21. MOTHER'S NAME (First, Middle, Maiden Surname) Lois L. Alford		
22a. INFORMANT'S NAME David Ronald Crowder		22b. RELATIONSHIP TO DECEDENT Husband		23a. INFORMANT'S MAILING - STATE Florida	
23b. CITY OR TOWN Pensacola		23c. STREET ADDRESS 7471 Jamesville Road		23d. ZIP CODE 32526	
24. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Pensacola Crematory		25a. LOCATION - STATE Florida		25b. LOCATION - CITY OR TOWN Pensacola	
26a. METHOD OF DISPOSITION <input type="checkbox"/> Burial <input type="checkbox"/> Entombment <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Removal from State <input type="checkbox"/> Other (Specify)					
26b. IF CREMATION, DONATION OR BURIAL AT SEA, WAS MEDICAL EXAMINER APPROVAL GRANTED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		27a. LICENSE NUMBER (of Licensee) F0-45325	27b. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <i>[Signature]</i>		
28. NAME OF FUNERAL FACILITY Trahan Family Funeral Home			28a. FACILITY'S MAILING - STATE Florida		
29b. CITY OR TOWN Pensacola		29c. STREET ADDRESS 419 Yoakum Court		29d. ZIP CODE 32505	
30. CERTIFIER: <input checked="" type="checkbox"/> Certifying Physician - To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated. (Check one) <input type="checkbox"/> Medical Examiner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, due to the cause(s) and manner stated.					
31a. (Signature and Title of Certifier) <i>[Signature]</i> PHYSICIAN (M.D.)		31b. DATE SIGNED (mm/dd/yyyy) 9/25/2009	32. TIME OF DEATH (24 hr.) 2243	33. MEDICAL EXAMINER'S CASE NUMBER	
34a. LICENSE NUMBER (of Certifier) 002930		34b. CERTIFIER'S NAME Dr. Steven DeCesare		35. NAME OF ATTENDING PHYSICIAN (if other than Certifier)	
36a. CERTIFIER'S - STATE Florida		36b. CITY OR TOWN Pensacola		36c. STREET ADDRESS 5153 North 9th Avenue	36d. ZIP CODE 32504
37. SUBREGISTRAR - Signature and Date		38a. LOCAL REGISTRAR - Signature <i>[Signature]</i>		38b. DATE FILED BY REGISTRAR (Mo., Day, Yr.) SEP 28 2009	

DEMOGRAPHIC INFORMATION TO BE COMPLETED BY: FUNERAL DIRECTOR

MEDICAL CERTIFIER

State of Florida, Department of Health, Vital Statistics

Jeanie L. Carpenter
CHIEF DEPUTY REGISTRAR

SEP 28 2009

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE. THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH A WATERMARK OF THE GREAT SEAL OF THE STATE OF FLORIDA ON THE FRONT, AND THE BACK CONTAINS SPECIAL LINES WITH TEXT AND SEALS IN THERMOCHROMIC INK.

WARNING:



25564989

CERTIFICATION OF VITAL RECORD
GMR 10-04-12, Re-zoning Z-2012-18



VOID IF ALTERED OR ERASED

REC'D JUL 25 2012

Prepared by:
Sharon Fleming
Guarantee Title Of Northwest Florida, Inc.
4861 West Spencerfield Road
Pace, Florida 32571

File Number: 1120

General Warranty Deed

Made this January 20, 2009 A.D. By Green Tree Servicing, LLC, Formerly known as Green Tree Financial Servicing Corp, a Delaware Company, whose address is: _____, hereinafter called the grantor, to David R. Crowder, and Linda A. Crowder, husband and wife, whose post office address is: 4600 Mobile Hwy #9, hereinafter called the grantee:

PMB 355, Pensacola, Florida 32506-3500

(Whenever used herein the term "grantor" and "grantee" include all the 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 Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

One (1) acre square being 208.75 feet by 208.75 feet on the Northwest corner of the following described parcel; all of farm Lot 33, and that portion of farm Lot 32 lying North of a centerline of a small ravine running from the Southwest to the Northeast, comprising approximately 2 1/2 (two and one-half) acres, lying and being in Block C, according to plat of Pensacola Highlands Subdivision recorded in Deed Book 102 at page 178 of the Public Records of Escambia County, Florida, all lying and being in Section 9, Township 1 North, Range 31 West, together with that certain 1999 Horton Homes, Mirage, 66 x 16, Mobile Home, VIN # H208154G

Parcel ID Number: 09-1N-31-1000-331-083

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 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 the grantor and those claiming by, thru, or under the grantor, but no other, and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2009; oil, gas and mineral rights of record, if any, and conditions, easements, restrictions, reservations and limitations of record, if any.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Lancey Cook
Witness Printed Name Lancey Cook

George A. Caliz (Seal)
George A. Caliz, as Authorized Signatory
Green Tree Servicing, LLC, Formerly known as Green Tree Financial Servicing Corp
Address: _____

Dawn M Taylor
Witness Printed Name Dawn M Taylor

Address: _____ (Seal)

State of Minnesota
County of Ramsey

The foregoing instrument was acknowledged before me this 20th day of January, 2009, by George A. Caliz as Authorized Signatory Green Tree Servicing, LLC, Formerly known as Green Tree Financial Servicing Corp, a Delaware Company, who is/are personally known to me or who has produced _____ as identification.

Delores E. Kargleder
Notary Public
Print Name: DELORES E. KARGLEDER
My Commission Expires: 1/31/2010



DEED Individual Warranty Deed - Legal on Face
Closer's Choice

**WRITTEN CONSENT
OF THE
MANAGING MEMBER
OF
GREEN TREE SERVICING LLC**

DATED AS OF DECEMBER 17, 2008

(Authorized Signers)

The following Resolutions are adopted by the Managing Member of Green Tree Servicing LLC pursuant to the Delaware Limited Liability Company Act:

WHEREAS, the Managing Member has previously adopted by Written Action, Resolutions authorizing the Officers and certain other designated individuals of Green Tree Servicing LLC, f/k/a Conesco Finance Servicing Corp. (the "LLC") to execute real estate documents on behalf of the LLC; and

WHEREAS, the Managing Member of the LLC has determined that it is necessary to update the list of individuals authorized to execute such documents on behalf of the LLC;

NOW, THEREFORE BE IT RESOLVED, that effective January 1, 2009 through March 31, 2009, any of the following Officers of the LLC and/or each of the following individuals are hereby authorized to execute documents on behalf of the LLC relating to Mortgages, Mortgage Assignments, Mortgage Cancellations, Mortgage Satisfactions, Security Deeds, Security Deed Cancellations, Deeds of Releases, Releases of Liens, Deeds of Trust, Deeds of Trust Assignments, Deeds of Releases, Deeds of Trust Satisfactions, Subordination Agreements, Warranty Deeds and other similar real estate instruments relating to the loans the LLC services or owns:

Officers

Keith A. Anderson	President
Brian F. Corey	Senior Vice President and Secretary
Cheryl A. Collins	Senior Vice President and Treasurer
James P. Van House	Vice President
Wanda J. Lamb-Lindow	Assistant Secretary

Other Authorized Individuals

Ann Serafina	Randy Shannon	Brad Thielke
Dominic Baglio	Gerald Hicks	Michael Ann Yedlicka
George C. Dumler	Bradley S. Johnson	Ruth Hernandez
Thomas Franco	Robin D. Bryant	Julie Stanley
Kent Smith	John Schaefer	Kurt T. Sass
Richard Passarelli	Tami Lopez	Michael Salen
Steve Marion	Lauren A. Rushen	Lisa Palomarez
Christian Medina	Julie Duarte	Monica Medina
Greg Lein	Kevin Miller	George Cruz
Cory Guindon	William J. Ashley	Jeffrey A. Eizenga
Andy J. Watson	Mark C. Foley	

RESOLVED FURTHER, that effective January 1, 2009 through March 31, 2009, any of the following Officers of the LLC and/or each of the following individuals are hereby authorized to execute documents on behalf of the LLC relating to Loan Payoffs, Titles, Releases of Security Interests on U.C.C. Financing Statements, or other similar documents relating to the loans the LLC services or owns:

Officers

Keith A. Anderson	President
Brian F. Corey	Senior Vice President and Secretary
Cheryl A. Collins	Senior Vice President and Treasurer
James P. Van House	Vice President
Wanda J. Lamb-Lindow	Assistant Secretary

Other Authorized Individuals

Ann Serafina	Kevin L. Miller	Randy Shannon
Brad Thielke	Julie Stanley	John Schaefer
Greg Lein	Jeffrey Sis	Michael Ann Yedlicka
Thomas Franco	Kent Smith	Gerald Hicks
Lauren A. Rushen	George Cruz	Robin D. Bryant
Cindy S. Wright	Kathy Tuohy	Kurt T. Sass
Michael Salen	Christine Maerling	Delia Phipps
George C. Dumler	Bradley S. Johnson	Tami Lopez
Stephanie Rodgers	Kris Smith	Christina Regynski
Julie Duarte	Lisa Palomarez	Christian Medina
Debbie A. Hayashi	Steve Marion	Monica Medina

RESOLVED, that effective January 1, 2009 through March 31, 2009, any of the following Officers of the LLC and/or each of the following individuals are hereby authorized to execute documents on behalf of the LLC to transfer titles and obtain duplicate titles of repossessed manufactured homes relating to the loans the LLC services or owns:

Officers

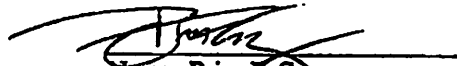
Keith A. Anderson	President
Brian F. Corey	Senior Vice President and Secretary
Cheryl A. Collins	Senior Vice President and Treasurer
James P. Van House	Vice President
Wanda J. Lamb-Lindow	Assistant Secretary

Other Authorized Individuals

Tim Bauer	Bob Eller	Jim F. Demaio
Jerry Karlik	Karen M. Morgison	Gene R. Farrens
Thad C. Pope	Steve W. Neumann	Cameron Wood
Scott R. Campbell	Brad W. Hardwick	Jeff Michener
Gene Seliger	Stewart M. Derrick	Christy L. Christensen
Mike Theissen	Richard M. Donaldson	Clay O. Borders
April Frazier	Sherilyn K. VanEss	Jim R. Grantham
Richard J. Daugherty	William J. Ashley	Jeff Koenig
Charlie Simmons	Kerry Velez	Steve Hare
Patrick Henneberg	Linda Swatsenbarg	Steve Bishop
Bart McKnight	Joyce Williams	Jana McNeely
Thomas CdsBaca	Brenda O'Dell	Bill Rogers
Kris Wade	Corb Modene	Deon Conway
George Schifferdecker	Jamie Pellini	Ronald "Buddie" L. Stiles
Sandy Jeltana	Jayne Streeter	Thomas Krehel
Jeffrey Goldsmith	Sharon Roach	Trebia Johns
Barb Livingston	Ernest Sanchez	Robert Corder
William Roachell	Jeffrey A. Eizenga	Randal Brian Wingate
Cory Guindon		

RESOLVED FURTHER, that execution of any of the above-mentioned documents by any of the foregoing individuals is hereby ratified and approved.

GREEN TREE SERVICING CORP.
Its Managing Member



Name: **Brian F. Coey**
Title: **Senior Vice President and Secretary**

FROM : ESCAMBIA COUNTY ROAD DEPT FAX FAX NO. : 8509372126

Dec. 29 2008 07:08AM P2

**RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet County standards. Escambia County Code of Ordinance Chapter 1-29.2, Article V required this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name Street: Perdido Rd

Legal Address of Property: 1011 Perdido Rd-Parcel No. 09-1N-31-1000-331-003

The County has accepted has not accepted the above abutting roadway for maintenance at the above address.

This form completed by: **Public Works, Roads & Bridges Division
601 Hwy 297A
Cantonment, Florida 32533**

AS TO SELLER (S)

NO SIGNATURE GIVEN _____

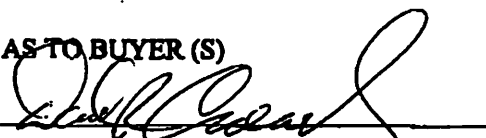
Seller's Name _____

Witness' Name _____

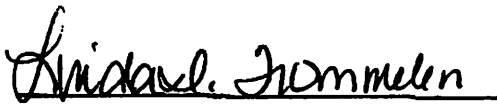
Seller's Name _____

Witness' Name _____

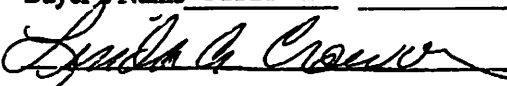
AS TO BUYER (S)



Buyer's Name Dafid R. Crowder



Witness' Name Linda D. Trommelen



Buyer's Name Linda A. Crowder



Witness' Name ROBERT G BARCLAY

**THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Effective 4/5/95**



Development Services Department
Escambia County, Florida

PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM

09-1N-31-1000-331-003
Property Reference Number

David Crowder
Name
qtwinger@hotmail.com

1011 Perdido Rd
Address

Owner Agent Referral Form
Included? Y/N

MAPS PREPARED

PROPERTY INFORMATION

- Zoning
- FLU
- Aerial
- Other: _____

Current Zoning: VR-1 Size of Property: 1 +/-
 Future Land Use: MU-5 Commissioner District: 5
 Overlay/AIPD: NA Subdivision: _____
 Redevelopment Area*: NA

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

COMMENTS

Desired Zoning: VR-2

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

Parcel was previously a family conveyance - in which family sold. The current owner, who wishes to sell parcel. VR-1 is 1.00/4 acres. Owner wishes to rezone to VR-2.

PB Mtg: Sept 10 - deadline 8/2

BCC Mtg: Oct 4th

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

* Allyson - 595-3547

Staff present: Allyson Cain; Brenda Wilson Date: 7/17/12

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

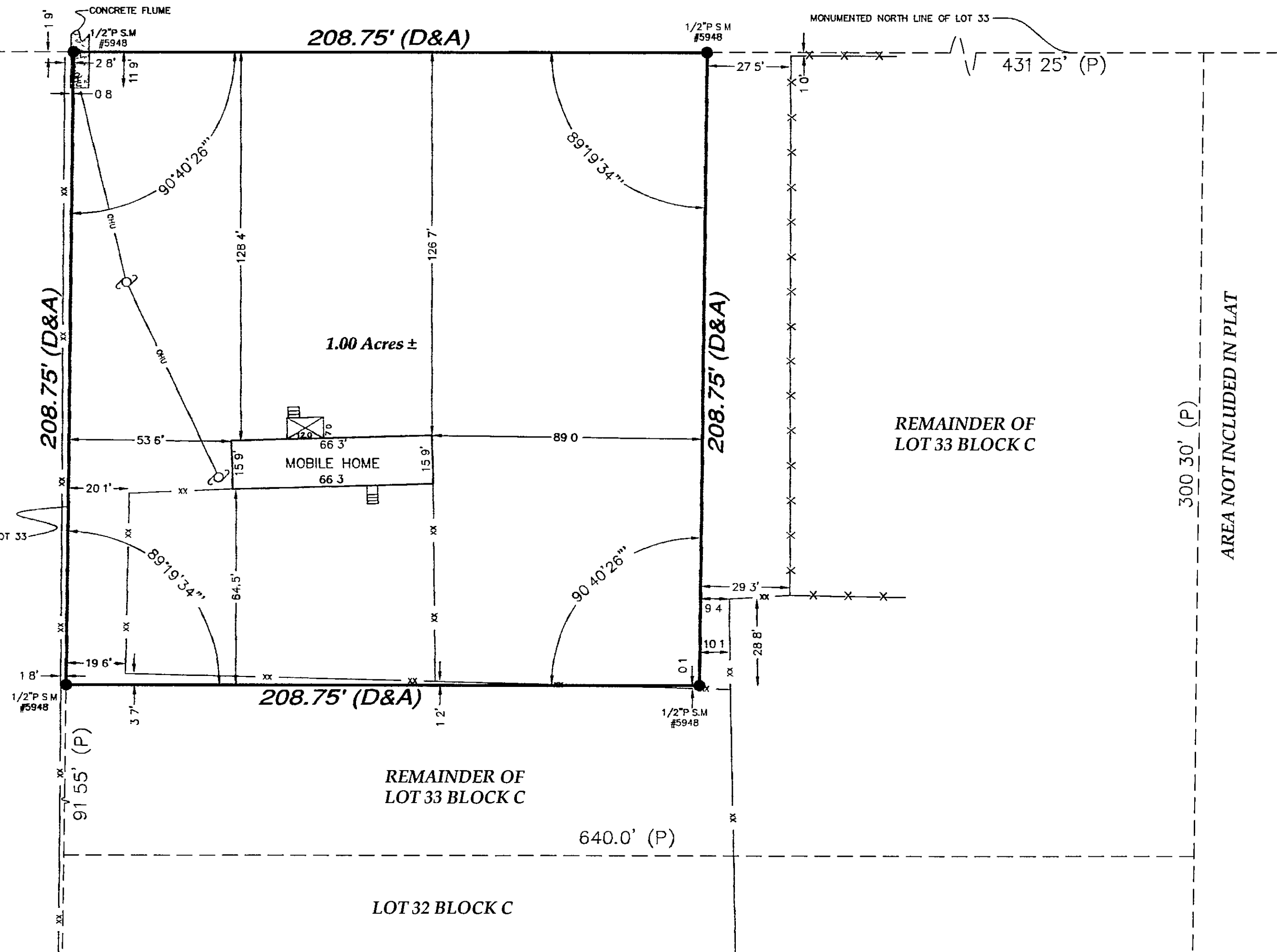
(Revised 03/29/2011)

BOUNDARY SURVEY

A Portion Of Section 9, Township 1 North, Range 31 West,
County Of Escambia, State Of Florida

PERDIDO ROAD

(60' R/W)



LOT 22 BLOCK C

REMAINDER OF
LOT 33 BLOCK C

REMAINDER OF
LOT 33 BLOCK C

LOT 32 BLOCK C

AREA NOT INCLUDED IN PLAT

LAND DESCRIPTION

One (1) Acre square being 208.75' feet by 208.75' feet on the Northwest corner of the following described parcel all of Farm Lot 33, and that portion of Farm Lot 32 lying North of a centerline of a small ravine running from the Southwest to the Northeast comprising approximately 2 1/2 (two and one-half) Acres, lying and being in Block C, according to plat of Pensacola Highlands Subdivision recorded in Deed Book 102 at Page 178 of the public records of Escambia County Florida all lying and being in Section 9 Township 1 North Range 31 West

Source of Information Recorded Plat. Description as furnished by client. 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. This survey does not reflect or determine ownership.

This drawing reflects only those building setback lines that are noted and/or appear on the recorded plat.

Address #1011 Perdido Road

The address shown hereon is based on information furnished by the client and/or their agents. Said address has not been verified with the US Postal Service. Any certifications shown hereon do not apply or cover the said address.

I hereby certify that this survey meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027 Florida Statutes.

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

SURVEYOR'S CERTIFICATE

I hereby certify the survey shown hereon meets the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida administrative code, pursuant to Section 472.027, Florida Statutes.

Alvin R. Walker II
Alvin R. Walker II, P.S.M. No 5948
State of Florida

LEGEND

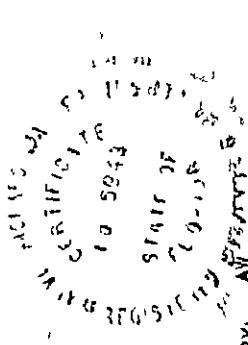
- - 4" x 4" (PRM) Permanent Reference Monument Found
- - 4" x 4" Concrete Monument Found
- ⊙ - Capped Iron Rod Found
- ⊕ - Iron Pipe Unnumbered Found
- ⊖ - Iron Rod Unnumbered Found
- - (P.C.P) Permanent Control Point Found
- ▲ - Nail & disk Four
- - 1/2" Capped Iron Rod L.S. #5948 Set
- ⊗ - Utility Pole
- ⊘ - Guy Anchor Wire
- E-T-C--- Aerial Electric, Telephone, Cable Lines
- Ele- Elevation
- Chain Link Fence --- XX --- Wire Fence --- ○ --- Wood Fence R/W --- Right of Way B.S.L. - Building Setback Line
- CONC - Concrete
- CL - Centerline
- PL - Property Line
- POL - Point on Line
- CM - Concrete Monument
- P.B.C - Point of Commencement
- P.B. - Point of Beginning
- P.C - Point of Curvature
- P.T - Point of Tangency
- P.I - Point of Intersection
- P.R.C - Point of Reverse Curvature
- P.C.C - Point of Compound Curvature
- R - Radius
- Δ - Delta
- L - Length of Arc
- C - Chord
- CB - Chord Bearing
- T - Tangent
- (P) - Plat
- (D) - Description or Deed
- (A) - Actual
- (TYP) - Typical
- LB - Licensed Business
- LS - Licensed Surveyor
- ⊗ - Indicates Covered
- ⊕ - Benchmark
- - Set Hub & Tack
- NR - Non-Radial
- N.T.S - Not to Scale

FAX NO.
(850) 968-0301

ALVIN R. WALKER
LAND SURVEYING

1108 KATHLEEN AVENUE CANTONMENT, FL 32533

TELEPHONE NO.
(850) 968-0300



JOB NO. 09-12-006
CAD FILE: 0912006
SCALE: 1"=30'
REQUESTED BY: David Crowder
DATE OF SURVEY: 12-28-08
FIELD BOOK: 4
PAGE: 19-22
ENCROACHMENTS: AS SHOWN
REVISIONS:
DRAWN BY: ALVIN R. WALKER II

1
SHEET 1 OF 1
FILE NO. E-109



Development Services Department

Building Inspections Division

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

RECEIPT

Receipt No. : 559980

Date Issued. : 07/25/2012

Cashier ID : KLHARPER

Application No. : PRZ120700018

Project Name : Z-2012-18

PAYMENT INFO

Table with 4 columns: Method of Payment, Reference Document, Amount Paid, Comment. Includes a row for 'Check' with amount \$1,050.00 and App ID PRZ120700018.

Received From : CROWDER DAVID
Total Receipt Amount : \$1,050.00
Change Due : \$0.00

APPLICATION INFO

Table with 5 columns: Application #, Invoice #, Invoice Amt, Balance, Job Address. Shows application PRZ120700018 with invoice 652852 and amount 1,050.00.

Summary row showing Total Amount: 1,050.00 and Balance Due on this/these Application(s) as of 7/25/2012: \$0.00.

JENNINGS J E & SYLVIA B
160 BALBOA RD
CANTONMENT FL 32533

BLAIR RANDY W
11424 REDLANDS RD
LUSBY MD 20657

JACKSON MARK W & BRANDY N
1021 PERDIDO RD
CANTONMENT FL 32533

NORTON RICHARD D
838 CANDY LN
CANTONMENT FL 32533

CROWDER DAVID R
PMB 355 4600 MOBILE HWY STE 9
PENSACOLA FL 32506

GALYEAN CAROLYN LEE
150 BALBOA RD
CANTONMENT FL 32533

MOSLEY PHYLLIS C
144 BALBOA RD
CANTONMENT FL 32533

LAND ROBERT F
132 BALBOA RD
CANTONMENT FL 32533

ADAMS MARGARET C
8 PECAN DR
PENSACOLA FL 32534

WALKER M LISA
1005 PERDIDO RD
CANTONMENT FL 32533

LOWERY HOWARD H & BETTY J
154 BALBOA RD
CANTONMENT FL 32533

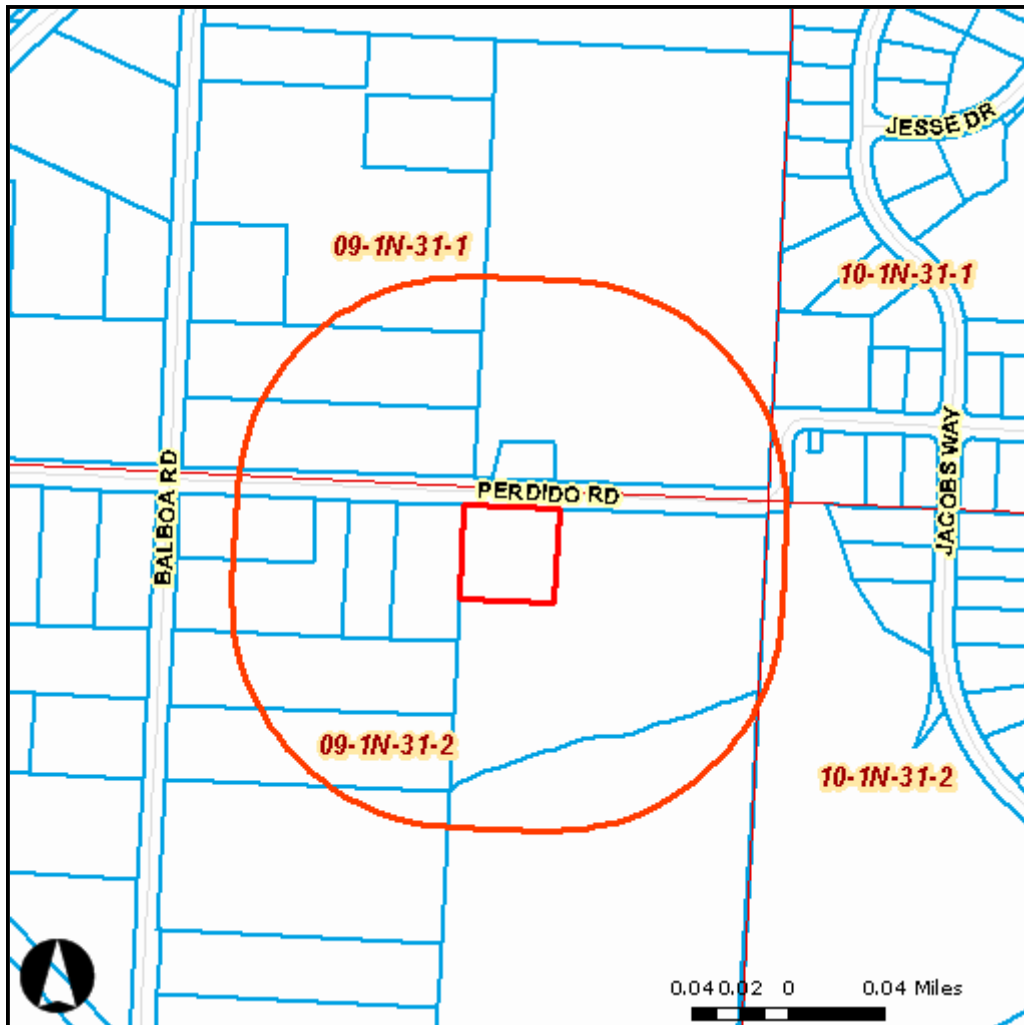
MERRITT FOY & LINDA JANE
1016 PERDIDO RD
CANTONMENT FL 32533

SIMMONS WILLIAM R & RITA M
136 BALBOA RD
CANTONMENT FL 32533

RAWLS DEVA
7352 HWY 95 A NORTH
MOLINO FL 32577

OWEN AMANDAH
1006 PERDIDO RD
CANTONMENT FL 32533-7849

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: 9/10/12

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2012-18

OR

Agenda Item Number/Description:

X In Favor ___ Against

*Name: DAVID R. CROWDER

*Address: 4600 Melissa Hwy #19 Pk 333 *City, State, Zip: PENSACOLA FL 32506

Email Address: [handwritten] Phone: 850-572-9048

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.

Z-2012-19

33

1 Z-2012-19
 2
 3 Applicant: Larry Richardson, Agent for Gerald W. Adcox,
 Owner
 4 Address: 5603 N W St
 From: R-6, Neighborhood Commercial and Residential
 5 District, (cumulative) High Density/ID-1, Light Industrial
 District (cumulative) (no residential uses allowed)
 6 To: ID-1, Light Industrial District (cumulative)
 (no residential uses allowed)
 7
 8
 9
 10:01AM 10 MR. BRISKE: We're going to call the Planning
 11 Board rezoning hearing for September 10th back into
 12 order. Our next case is Case Z-2012-19. The
 13 applicant, Larry Richardson, who is the agent for
 14 Gerald Adcox, the owner, at 5603 North W Street.
 10:01AM 15 Requesting a rezoning from R-6, Neighborhood
 16 Commercial, to ID-1, Light Industrial District.
 17 Members of the Board, has there been any
 18 ex parte communication between you, the Applicant,
 19 the Applicant's agents, attorneys, witnesses or with
 08:56AM 20 other Planning Board members or anyone from the
 21 general public? Also ask if you have visited the
 22 subject property, and also disclose if you are a
 23 relative or a business associate of the parties.
 24 And we'll start with Ms. Oram, again.
 08:56AM 25 MS. ORAM: No to all.
 TAYLOR REPORTING SERVICES, INCORPORATED

34

1 MS. HIGHTOWER: No to all, but I do know Mr.
 2 Adcox.
 3 MR. BRISKE: Okay. Thank you.
 4 MR. GOODLOE: No to all except for the fact
 10:02AM 5 that I have visited the property.
 6 MR. BRISKE: Okay. Thank you.
 7 MR. WOODWARD: No to all, but I drive up and
 8 down W Street.
 9 MR. BRISKE: The Chairman, no to the above, but
 10:02AM 10 I am familiar with the site, as well.
 11 MR. TATE: No to all the above, but I am
 12 familiar with the site.
 13 MS. DAVIS: No to all of the above.
 14 MR. WINGATE: No. I have visited the site.
 10:03AM 15 MS. SINDEL: No to all, but I have visited the
 16 site.
 17 MR. BRISKE: Okay. All right. At this time
 18 since it looks like we're working again on our
 19 overhead, so we'll have the Staff present the
 10:03AM 20 overview maps and photographs.
 21 MR. FISHER: John Fisher, urban planner.
 22 Again, this is zoning case Z-2012-19, 5603 North W
 23 Street. This is our locational wetlands map. This
 24 is our 500 foot zoning map. You can see it's a
 10:03AM 25 split zone. The front portion along W Street is
 TAYLOR REPORTING SERVICES, INCORPORATED

35

1 ID-1 and the back parcel is zoned R-6. Future land
 2 use, commercial. Existing land use map. This is
 3 the aerial map. This is our public hearing sign.
 4 This is looking north along W Street. Looking
 10:04AM 5 northeast from the subject property. Looking east
 6 across W Street from the subject property. Looking
 7 west at the subject property. The rezoning area is
 8 located behind the building, just for reference.
 9 Looking east. The subject area is located at the
 10:04AM 10 rear of the building. Looking south along W Street.
 11 And that is our 500 foot radius map from the
 12 property appraisers. And this is the mailing list.
 13 MR. BRISKE: Thank you. John, could you go
 14 back to the map that has the red and purple and tan
 10:04AM 15 kind of outline showing the zoning districts. Right
 16 there. So right now the parcel is split zoned?
 17 MR. FISHER: Split zoned.
 18 MR. BRISKE: Make sure everybody understands
 19 that. It is already split zoned there.
 10:05AM 20 MR. WOODWARD: Is it going to become all purple
 21 or all red?
 22 MR. FISHER: All purple. That's what they're
 23 requesting.
 24 MR. BRISKE: That's what they're requesting,
 10:05AM 25 that's correct.
 TAYLOR REPORTING SERVICES, INCORPORATED

36

1 MR. FISHER: Yes.
 2 MR. BRISKE: And I do have a housekeeping item
 3 on this one. Was the notice of the hearing sent to
 4 all the interested parties?
 10:05AM 5 MS. CAIN: Yes.
 6 MR. BRISKE: And obviously we saw from the
 7 maps, it was posted on the subject property?
 8 MS. CAIN: Yes, it was.
 9 MR. BRISKE: Very good. At this time we'll ask
 10:05AM 10 Mr. Richardson to please come forward. Good
 11 morning, sir. Please be sworn in.
 12 (WHEREUPON, Mr. Richardson was sworn).
 13 MR. BRISKE: Good morning. We'll ask you to
 14 state your full name and address for the record,
 10:05AM 15 please.
 16 MR. RICHARDSON: My name is Larry Richardson,
 2299 Scenic Highway, Pensacola.
 17 MR. BRISKE: Thank you, sir. And have you
 18 received a copy of the rezoning hearing package with
 19 the Staff's findings?
 10:05AM 20 MR. RICHARSON: Yes, I have.
 21 MR. BRISKE: And do you understand that you
 22 have the burden of providing substantial competent
 23 evidence that the proposed rezoning is consistent
 24 with the Comp Plan, furthers the goals, objectives
 10:06AM 25 TAYLOR REPORTING SERVICES, INCORPORATED

37

1 and polices of the Comprehensive Plan and is not in
 2 conflict with any portion of the County's Land
 3 Development Code?
 4 MR. RICHARSON: Yes.
 10:06AM 5 MR. BRISKE: Please proceed.
 6 MR. RICHARSON: As you notice, this parcel is
 7 split zoning, and the applicant would like to bring
 8 it up to the Land Development Code and make it
 9 consistent with one zoning.
 10:06AM 10 The findings appear to be consistent with the
 11 County. It's compatible with all the neighborhood
 12 business enterprises. And it meets all the criteria
 13 as outlined, and I do agree with the findings.
 14 MR. BRISKE: Okay. Very good. Board members,
 10:06AM 15 do you have any questions for Mr. Richardson at this
 16 time?
 17 MS. SINDEL: No.
 18 MR. BRISKE: Sir, if you'll just have a seat.
 19 And we'll ask the Staff members to present on that
 10:07AM 20 side.
 21 MR. FISHER: Again, John Fisher, urban planner.
 22 This is a rezoning from – a split zoned rezoning
 23 from R-6, Neighborhood Commercial and Residential,
 24 high density, ID-1, Light Industrial District. This
 10:07AM 25 is nonresidential uses allowed. They want to rezone
 TAYLOR REPORTING SERVICES, INCORPORATED

38

1 it to ID-1, Light Industrial District,
 2 nonresidential uses allowed.
 3 The applicant has met all of the six criteria.
 4 Staff doesn't find any conflicts with the Land
 10:07AM 5 Development Code or Future Land Use or any of the
 6 other criteria.
 7 MR. BRISKE: Okay. Board members, any
 8 questions for Staff at this time?
 9 Okay. I do not have anyone signed up from the
 10:08AM 10 general public to speak. Is there anyone here that
 11 has any questions on the six criterion?
 12 Okay. Hearing none, Mr. Richardson, do you
 13 have anything else to add to your case, sir?
 14 MR. RICHARSON: No, sir.
 10:08AM 15 MR. BRISKE: Board members, pleasure of the
 16 Board.
 17 MR. GOODLOE: A motion, Mr. Chairman.
 18 MR. BRISKE: Yes, sir.
 19 MR. GOODLOE: I recommend that we approve the
 10:08AM 20 rezoning application Z-2012-19 from R-6 to ID-1 to
 21 the Board of County Commissioners and adopt the
 22 Findings-of-fact provided in the rezoning hearing
 23 package.
 24 MS. SINDEL: Second.
 10:08AM 25 MR. BRISKE: We have a motion and a second.
 TAYLOR REPORTING SERVICES, INCORPORATED

39

1 Any discussion on the case?
 2 All those in favor, say aye.
 3 (Board members vote.)
 4 MR. BRISKE: Opposed?
 08:35AM 5 (None.)
 6 MR. BRISKE: The motion carries unanimously.
 7 MR. RICHARDSON: Thank you.
 8 MR. BRISKE: Good to go, sir. It will go to
 9 the County Commissioners now.
 10:09AM 10 I certainly like Mr. Woodward's suggestion on
 11 moving forward when everybody is in agreement.
 12 Thank you, sir.
 13 And while I'm thanking everyone, thank you, Ms.
 14 Davis for bringing breakfast for everyone this
 10:09AM 15 morning. We appreciate that.
 16
 17 *****
 18
 19
 20
 21
 22
 23
 24
 25 TAYLOR REPORTING SERVICES, INCORPORATED

40

1 Z-2012-21
 2
 3 Applicant: Oanh Tran, Agent for Raymond Ayers, Owner
 Address: 4100 W Fairfield Dr
 4 From: R-2 Residential District (cumulative)/C-1,
 Retail Commercial District (cumulative)
 5 To: C-1, Retail Commercial District (cumulative)
 6
 7
 8 MR. BRISKE: Our next case is Case Z-2012-21.
 9 And forgive me if I've got your name incorrect here,
 10:09AM 10 sir. Is it Oanh Tran?
 11 MR. TRAN: It's Oanh, sir.
 12 MR. BRISKE: Okay. Oanh Tran, as agent for
 13 Raymond Ayers, the owner.
 14 MR. WOODWARD: Is it 20 or 21?
 10:09AM 15 MR. BRISKE: I believe we have it on the agenda
 16 as 21 because – I think we did that intentionally
 17 because we were trying to save some of the cases
 18 that have a little more meat to them. So this is
 19 Case 21 everyone, 2012-21. 4100 West Fairfield
 10:10AM 20 Drive. R-2, Residential District, to a C-1,
 21 Commercial District.
 22 Members of the Board, once again, has there
 23 been any ex parte communication with you, the
 24 applicant's agents, attorneys, witnesses, members of
 10:10AM 25 the public or other Planning Board members? Also
 TAYLOR REPORTING SERVICES, INCORPORATED

Planning Board-Rezoning

5. C.

Meeting Date: 09/10/2012

CASE : Z-2012-19

APPLICANT: Larry Richardson, Agent for
Gerald W. Adcox, Owner

ADDRESS: 5603 N W St

PROPERTY REF. NO.: 44-1S-30-1105-000-001

FUTURE LAND USE: C, Commercial

DISTRICT: 3

OVERLAY AREA: NA

BCC MEETING DATE: 10/04/2012

SUBMISSION DATA:

REQUESTED REZONING:

FROM: R-6, Neighborhood Commercial and Residential 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)

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 the unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and Future Land Use Map (FLUM).

Comprehensive Plan Policy CPP FLU 1.3.1 Future Land Use Categories. The Commercial (C) Future Land Use (FLU) category is intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development. The range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.

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. Buffers shall also be used to protect agricultural activities from the disruptive impacts of nonagricultural land uses and protect nonagricultural uses from normal activities.

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

FINDINGS

The proposed amendment to ID-1 **is consistent** with the intent and purpose of Future Land Use category Commercial as stated in CPP FLU 1.3.1. As referenced in CPP FLU 1.1.1 and CPP FLU 1.3.1, the Commercial Future Land Use designation allows for a range of commercial uses from retail (including wholesale and professional office) and service/general business trade to light industrial type uses. Comprehensive Plan Policy 1.1.9 requires Escambia County to ensure adequate buffering to protect lower intensity uses from more intensive uses i.e. residential from commercial. These guidelines are stated within the Land Development Code.

CPP FLU1.5.3 promotes and encourages redevelopment in built areas within the Commercial Future Land Use category with existing public roads and service infrastructure. The parcel in question is within the property boundaries of an existing commercial establishment. Based upon the background information of this parcel and the existing commercial operation, staff finds that the proposed amendment would comply with Comprehensive Plan FLU 1.5.3. Per the Comprehensive Plan Policy FLU 1.1.1 thru Comprehensive Plan Policy FLU 1.5.3 as listed in Criterion (1), staff concludes that the proposed amendment **is consistent** with the Comprehensive Plan with the understanding that provisions for adequate buffering will be addressed as defined by the Land Development Code.

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.

6.05.13. R-6 neighborhood commercial and residential district, (cumulative) high density.

A. Intent and purpose of district. This district is intended to provide for a mixed use area of residential, office and professional, and certain types of neighborhood convenience shopping, retail sales and services which permit a reasonable use of property while preventing the development of blight or slum conditions. This district shall be established in areas where the intermixing of such uses has been the custom, where the future uses are uncertain and some redevelopment is probable. The maximum density is 25 dwelling units per acre, except in the low density residential (LDR) future land use category where the maximum density is 18 dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in R-6, neighborhood commercial and residential areas located in the Airport/Airfield Environs. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-6 zoning located in the Scenic Highway Overlay District, C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District, or RA-1(OL) Barrancas Redevelopment Area Overlay District. All neighborhood commercial (R-6) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in article 7.

B. Permitted uses.

1. Any use permitted in the R-5 district.
2. Retail sales and services (gross floor area of building not to exceed 6,000 square feet). No permanent outside storage allowed.
 - a. Food and drugstore, including convenience stores without gasoline sales.
 - b. Personal service shop.
 - c. Clothing and dry goods store.
 - d. Hardware, home furnishings and appliances.
 - e. Specialty shops.
 - f. Banks and financial institutions.
 - g. Bakeries, whose products are made and sold at retail on the premises.
 - h. Florists shops provided that products are displayed and sold wholly within an enclosed building.
 - i. Health clubs, spa and exercise centers.
 - j. Studio for the arts.
 - k. Martial arts studios.
 - l. Bicycle sales and mechanical services. m. Other retail/service uses of similar type and character of those listed herein above.
3. Laundromats and dry cleaners (gross floor area not to exceed 4,000 square feet).
4. Restaurants.
5. Automobile service stations (no outside storage, minor repair only).
6. Appliance repair shops (no outside storage or work permitted).
7. Places of worship and educational facilities/institutions.
8. Fortune tellers, palm readers, psychics, etc.
9. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).
10. Mobile home subdivision or park.

C. Conditional uses.

1. Any conditional use allowed in the R-5 district.
2. Drive-through restaurants (fast food or drive-in, by whatever name known).
3. Any building exceeding 120 feet height.
4. Neighborhood commercial uses that do not exceed 35,000 square feet of floor area.
5. Automobile service operations, including indoor repair and restoration (not including painting), and sale of gasoline (and related service station products), gross floor area not to exceed 6,000 square feet. Outside repair and/or storage and automotive painting is prohibited.
6. Mini-warehouses meeting the following standards:
 - a. One acre or less in size (building and accessory paved area);
 - b. Three-foot hedge along any right-of-way line;
 - c. Dead storage use only (outside storage of operable vehicles including cars, light trucks, RVs, boats, and similar items).
 - d. No truck, utility trailer, and RV rental service or facility allowed, see C-2.
7. Radio broadcasting and telecasting stations, studios, and offices with satellite dishes and antennas. On-site towers are prohibited. (See section 6.08.02.L.)
8. Temporary structures. (See section 6.04.16)
9. Arcade amusement centers and bingo facilities.

D. Off-street parking regulations. See section 7.02.00.

E. Site and building requirements. Lot coverage, lot width, yard requirements and building height limitations (unless modified pursuant to subpart C above) are the same as the R-5 district.

F. Landscaping. See section 7.01.00.

G. Signs. See article 8.

H. Locational criteria. See article 7 and Comprehensive Plan Policies 7.A.4.13 and 8.A.1.13.

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.

B. Permitted uses.

1. Any nonresidential use permitted in the preceding district.
2. Research and development operations, commercial communication towers 150 feet or less in height, light manufacturing, processing or fabricating uses, enclosed storage structures and accessory structures and activities subject to the performance standards in sections 7.03.00 and 7.06.00.
3. Commercial businesses with outside storage when such storage is adequately screened and/or buffered in accordance with section 7.01.06.E.
4. Other uses similar to those permitted herein. Determination on other permitted uses shall be made by the planning board.
5. Semiconductor or microchip fabrication.
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)

LDC 7.20.07. Industrial locational criteria (ID-1). 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. Sites for industrial uses shall be located with convenient access to the labor supply, raw material sources and market areas.
4. 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 1.1.9.
5. These industrial locational criteria apply to those future land use categories where industrial development permitted and does not provide or permit industrial land uses in those categories

that do not provide for such uses.

FINDINGS

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

The subject parcel is currently split-zoned which is not consistent with the LDC, this proposed amendment would eliminate this inconsistency. The proposed amendment is consistent with the roadway access requirements as stated in LDC 7.20.07 with direct access to an minor arterial roadway 'W' Street and when applicable, further review during the site plan review process will be necessary to determine further buffering requirements.

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-5, R-6, ID-1 and C-2. There are 13 commercial properties, 20 residential properties, and one church.

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-2009-05 located at 5717 N 'W' Street. The rezoning case was from R-6 to ID-1 and was approved by the Planning Board on October 26, 2009 and also approved by the BCC on December 10, 2009.

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.

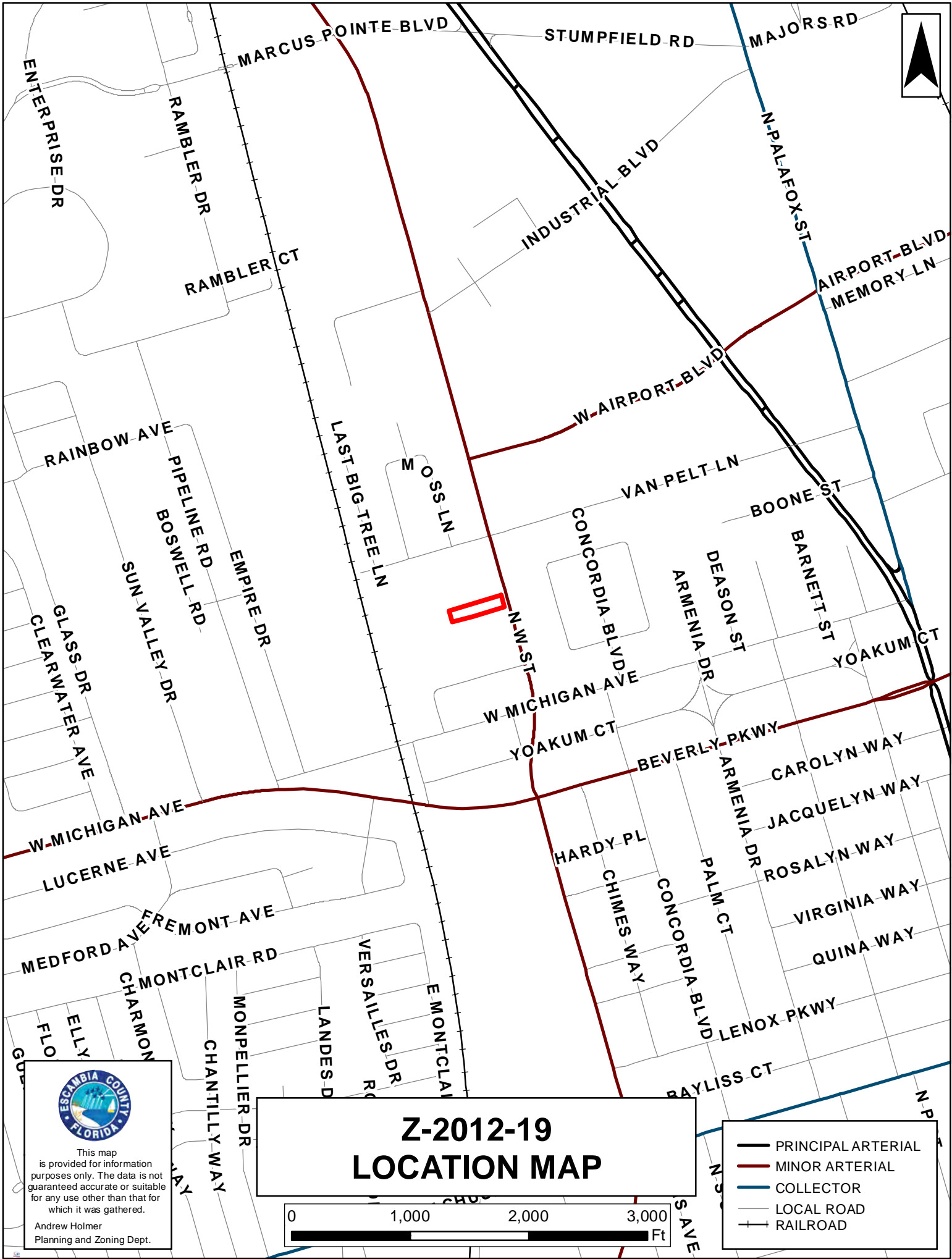
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

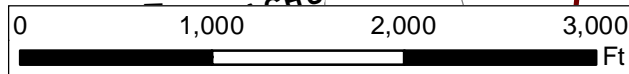
The proposed amendment **would result** in a logical and orderly development pattern. The property is located with connection to an existing business and is a split zoned lot with ID-1 already existing on the East side of the property.

Attachments


Z-2012-19

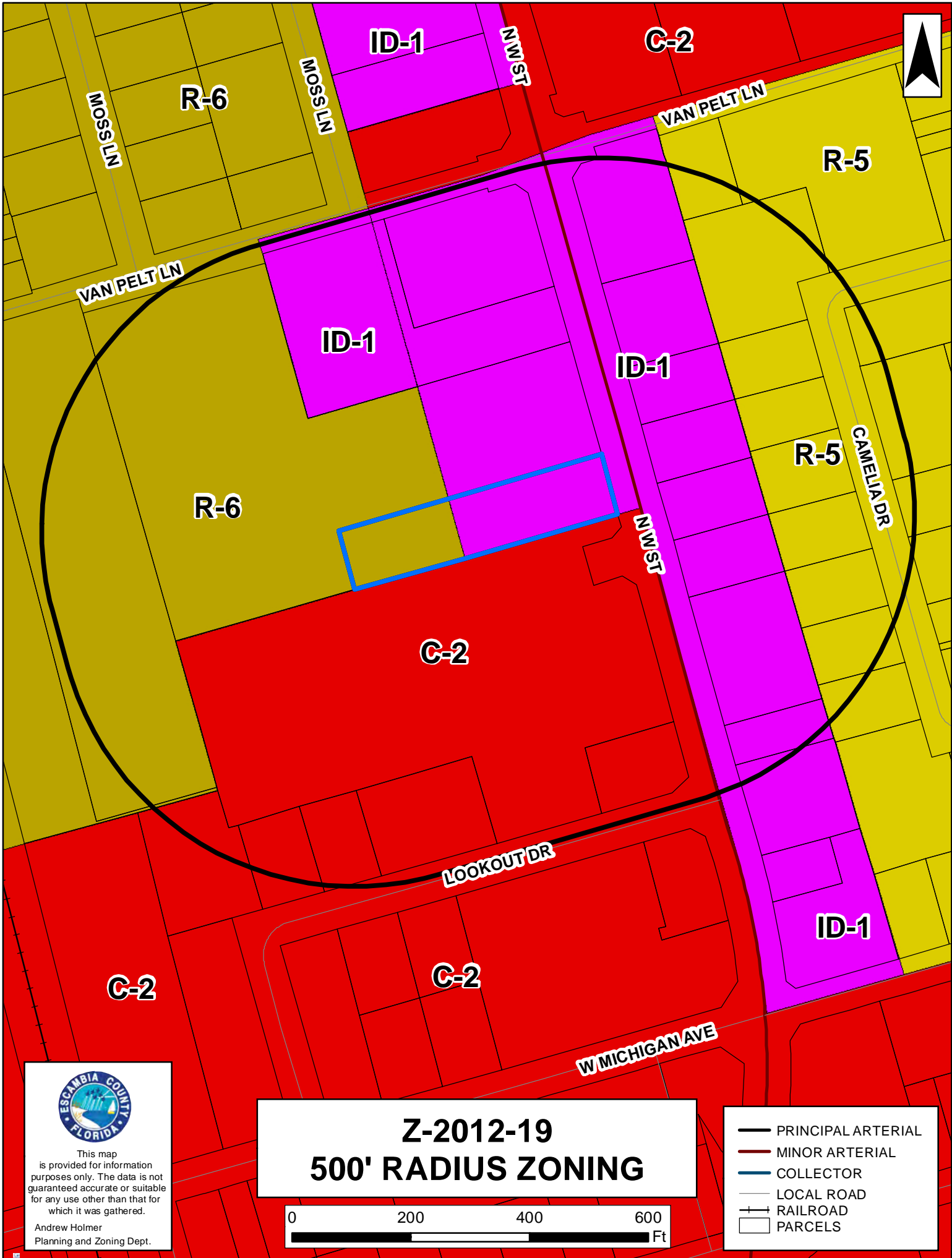


Z-2012-19 LOCATION MAP



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

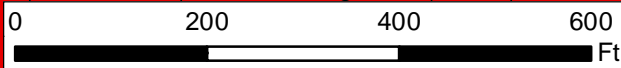

 This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
 Andrew Holmer
 Planning and Zoning Dept.



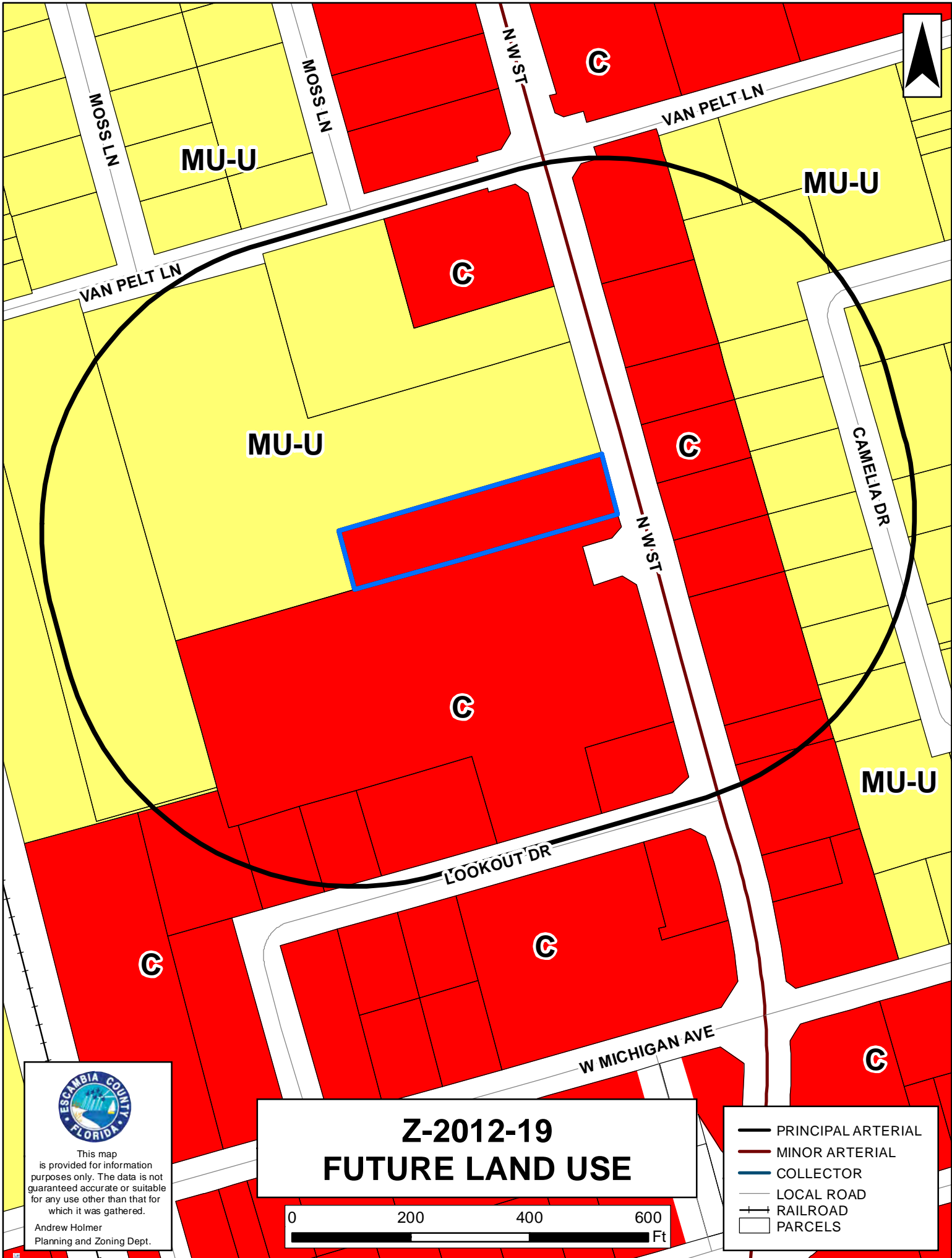
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-19 500' RADIUS ZONING



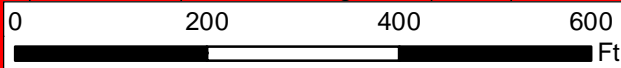
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS



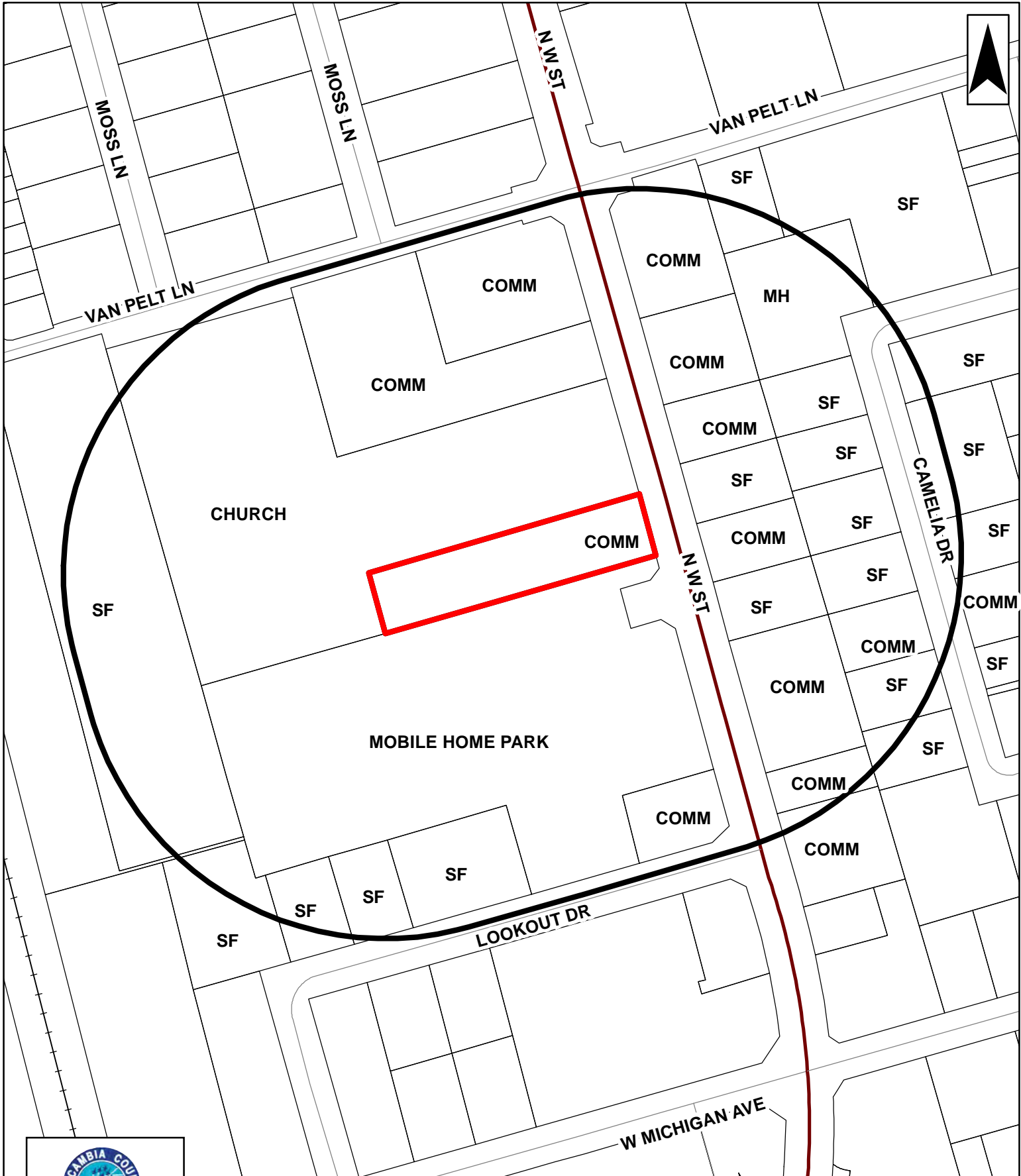

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Andrew Holmer
Planning and Zoning Dept.

Z-2012-19 FUTURE LAND USE



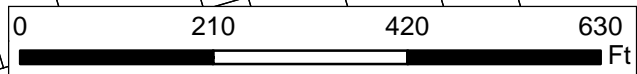
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS










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-2012-19 EXISTING LAND USE



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



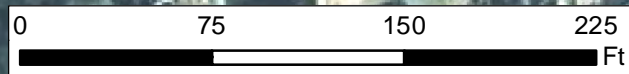
N.W. ST









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

Andrew Holmer
Planning and Zoning Dept.

Z-2012-19 AERIAL MAP



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



Public Hearing Sign



Looking North along 'W' Street



Looking North East from
Subject Property



Looking East Across 'W' Street
from Subject Property



Looking West At Subject Property, Rezoning Area Is Located Behind The Building.



Subject Area

Looking East, Subject Area Is At The Rear Of the Building.



Looking South Along 'W' Street



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-6 to: ID-1

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

Owner(s) Name: Adcox Imports Inc Phone: 850-982-4007

Address: 3103 BRITANNY TRACE PENSACOLA FL 32504 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: 5603 N 'W' ST. PENSACOLA FL 32505

Property Reference Number(s)/Legal Description: 4415301105000001 04-1797-100

SEE ATTACHED LEGAL DESCRIPTION

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.

Larry Richardson
Signature of Owner/Agent

Larry Richardson
Printed Name Owner/Agent

7-29-12
Date

[Signature]
Signature of Owner

GENALYN ACOOX
Printed Name of Owner

7-29-12
Date

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29 day of JULY 20 12

by _____

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

Charles K. Rhodes III
Signature of Notary
(notary seal must be affixed)

CHARLES K RHODES III
Printed Name of Notary



FOR OFFICE USE ONLY

Meeting Date(s): Sept 10 / Oct 4 Accepted/Verified by: _____ Date: 7/31/12

Fees Paid: \$ 1,050 Receipt #: 560344 Permit #: PR2120700019

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 2012-19

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 4415301105 000001

Property Address: 5603 N. 'W' ST PENSACOLA FL 32505

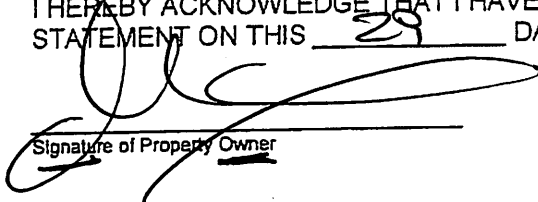
I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 29 DAY OF July, YEAR OF 2012.



Signature of Property Owner

Gerald W. Adcox

Printed Name of Property Owner

7-29-12

Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2012-19

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 5603 N 'W' STREET PENSACOLA, FL., 32505,
Florida, property reference number(s) 4415301105000001

I hereby designate ~~XXXXXXXXXX~~ LARRY RICHARDSON 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 29 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: LARRY RICHARDSON Email: richlr@bellsouth.net
Address: PO Box 11182 Pensacola FL 32524 Phone: 850-449-9024

[Signature]
Signature of Property Owner

Gerald W. Acox
Printed Name of Property Owner

7-29-12
Date

Signature of Property Owner

Printed Name of Property Owner

Date

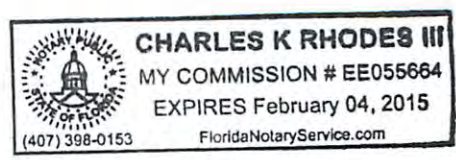
STATE OF FLORIDA COUNTY OF ESCAMBIA
The foregoing instrument was acknowledged before me this 29 day of JULY 20 12,
by _____

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

[Signature]
Signature of Notary

CHARLES K RHODES III
Printed Name of Notary

(Notary Seal)



REZONING CRITERIA

1. **CONSISTENCY WITH THE COMPREHENSIVE PLAN: THE PROPERTY LOCATED AT 5503 N. 'W' STREET IS SURROUNDED BY MANY COMMERCIAL BUSINESSES ALL EITHER COMMERCIAL OR LIGHT INDUSTRIAL. THE USE OF 5503 N. 'W' STREET IS CONSISTENT WITH THE COMPREHENSIVE PLAN.**
2. **CONSISTENCY WITH THIS CODE: THE PROPERTY LOCATED AT 5503 N. 'W' STEET IS CONSISTENT WITH THE STATED PURPOSE AND INTENT OF THE LAND DEVELOPMENT CODE AND IS NOT IN CONFLICT WITH ANY PORTION OF THE LAND DEVELOPMENT CODE.**
3. **COMPATIBILITY WITH SURROUNDING USES: THE USE OF THE PROPERTY AT 5503 N. 'W' STREET IS ALLOWED IN ID-1 AND IS COMPATIBLE WITH THE AREA AND EXISTING USES SURROUNDING IT.**
4. **CHANGING CONDITIONS: THERE ARE NO CHANGED CONDITIONS THAT WILL IMPACT THE ADMENDMENT OR PROPERTY.**
5. **EFFECT ON NATURAL ENVIRONMENT: NONE**
6. **DEVELOPMENT PATTERNS. THE PROPOSED ADMENDMENT MATCHES THE DEVELOPMENT PATTERN OF THE AREA IN A LOGICAL AND ORDERLY PATTERN**

41.50
70

DEED DOC STAMPS PD @ ESC CO \$ 0.70
08/31/99 ERNIE LEE MARRAS, CLERK
By: *Sally [Signature]*

REC'D JUL 31 2012

THIS DOCUMENT PREPARED BY:

Richard M. Colbert, Esquire
Clark, Partington, Hart, Larry,
Bond, Stackhouse & Stone
125 West Romana Street, Suite 800
Post Office Box 13010
Pensacola, Florida 32591-3010
(904) 434-9200

TAX PARCEL I.D. No.: 44-18-30-1105-000-001

STATE OF FLORIDA

COUNTY OF ESCAMBIA

CORRECTIVE WARRANTY DEED

THIS CORRECTIVE WARRANTY DEED, made effective the 22nd day of January, 1999, by PIZZA HUT OF FLORIDA, INC., a Florida corporation, hereinafter called the Grantor, whose address is Post Office Box 783186, Wichita, Kansas 67278-3186, in favor of ADCOX IMPORTS, INC., a Florida corporation, whose address is 6511 North "W" Street, Pensacola, Florida 32505, hereinafter called the Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS 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, lying and being in Escambia County, Florida (the "Property"), as described on Exhibit "A" attached hereto and made a part hereof.

SUBJECT to ad valorem taxes for the current year and subsequent years.

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 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.

THIS CORRECTIVE WARRANTY DEED is made, delivered, and recorded solely for the purpose of correcting that certain Warranty Deed made by Grantor in favor of Grantee dated January 22, 1999, recorded in Official Records Book 4364, Page 206, Public Records of Escambia County, Florida, to reflect the execution of the deed by an authorized officer of the Grantor.

IN WITNESS WHEREOF, the Grantor has caused this Warranty Deed to be executed by its duly authorized corporate officer effective as of the date set forth above.

Sheryl Brown
Sheryl Brown
Print/Type Name of Witness

Julie Shultz
Julie Shultz
Print/Type Name of Witness

GRANTOR:
PIZZA HUT OF FLORIDA, INC.,
a Florida corporation

By: *Brian H. Cole*
[Print/Type Name] Brian H. Cole
Its: President

[CORPORATE SEAL]

STATE OF *Texas*

REC'D JUL 31 2012

E X H I B I T "A"

A PORTION OF SECTION 44, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 44, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 15°44'34" WEST ALONG THE EAST LINE OF SAID SECTION 44 FOR A DISTANCE OF 880 FEET; THENCE SOUTH 74°35'44" WEST FOR A DISTANCE OF 51.89 FEET TO THE WEST RIGHT-OF-WAY LINE OF ALLERTON DRIVE ("W" STREET EXTENSION) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 74°35'44" WEST FOR A DISTANCE OF 432.87 FEET; THENCE NORTH 15°24'16" WEST FOR A DISTANCE OF 100 FEET; THENCE NORTH 74°35'44" EAST FOR A DISTANCE OF 432.87 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID ALLERTON DRIVE; THENCE SOUTH 15°24'16" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

RCD Aug 31, 1999 04:10 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 99-654617

REC'D JUL 3 1 2012

Escambia County Tax Collector

generated on 7/23/2012 8:26:58 AM CDT

Tax Record

Last Update: 7/23/2012 8:26:58 AM CDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such

Account Number	Tax Type	Tax Year		
04-1797-100	REAL ESTATE	2011		
Mailing Address ADCOX IMPORTS INC 3103 BRITTANY TRCE PENSACOLA FL 32504		Property Address 5603 N W ST GEO Number 441S30-1105-000-001		
Exempt Amount	Taxable Value			
See Below	See Below			
Exemption Detail NO EXEMPTIONS	Millage Code 06	Escrow Code		
Legal Description (click for full description) 441S30-1105-000-001 5603 N W ST BEG AT SE COR OF SEC N 15 DEG 44 MIN 34 SEC W ALG E LI OF SEC 880 FT S 74 DEG 35 MIN 44 SEC W 51 89/100 FT TO W R/W LI ALLERTON DR (W STREET EXTEN 80 FT R/W) FOR POB CONT S 74 DEG 35 See Tax Roll For Extra Legal				
Ad Valorem Taxes				
Taxing Authority	Rate	Assessed Exemption Value	Taxable Value	Taxes Levied
COUNTY	6.9755	313,565	0	\$313,565 \$2,187.27
PUBLIC SCHOOLS				
By Local Board	2.2480	313,565	0	\$313,565 \$704.89
By State Law	5.5730	313,565	0	\$313,565 \$1,747.50
SHERIFF	0.6850	313,565	0	\$313,565 \$214.79
WATER MANAGEMENT	0.0400	313,565	0	\$313,565 \$12.54
Total Millage		15.5215	Total Taxes	\$4,866.99
Non-Ad Valorem Assessments				
Code	Levying Authority	Amount		
NFP	FIRE (CALL 595-4960)	\$203.98		
Total Assessments		\$203.98		
Taxes & Assessments		\$5,070.97		
If Paid By		Amount Due		
		\$0.00		

Date Paid	Transaction	Receipt	Item	Amount Paid
3/26/2012	PAYMENT	65167.0001	2011	\$5,070.97

http://escambiataxcollector.governmaxa.com/collectmax/tab_collect_mvptaxV5.6.asp?Prin... 7/23/2012

REC'D JUL 31 2012



Development Services Department
Escambia County, Florida

PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM

44-15-30-1105-00-001
Property Reference Number

Richardson
Name

5603 N W St
Address

Owner Agent Referral Form Included? Y N

MAPS PREPARED

- Zoning
- FLU
- Aerial
- Other: _____

PROPERTY INFORMATION

Current Zoning: R-6 / ID-1 Size of Property: 1.1 +/-
 Future Land Use: C Commissioner District: 3
 Overlay/AIPD: NA Subdivision: _____
 Redevelopment Area*: _____

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

COMMENTS

Desired Zoning: ID-1

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

Parcel is split zoned R-6 + ID-1. Customer wants to rezone the parcel that is R-6 to ID-1. Told customer about rezoning process will contact owner to discuss rezoning.

- 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 Can / Barbara Wynn Date: 7/11/12

Applicant/Agent Name & Signature: Emma Britton

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



Development Services Department

Building Inspections Division

3363 West Park Place

Pensacola, Florida, 32505

(850) 595-3550

Molino Office - (850) 587-5770

RECEIPT

Receipt No. : 560344

Date Issued. : 07/31/2012

Cashier ID : DAROSE

Application No. : PRZ120700019

Project Name : Z-2012-19

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	3204	\$1,050.00	App ID : PRZ120700019
		\$1,050.00	Total Check

Received From : ADCOX IMPORTS, INC

Total Receipt Amount : \$1,050.00

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ120700019	653223	1,050.00	\$0.00	5603 N W ST, PENSACOLA, FL, 32505

Total Amount :	1,050.00	\$0.00	Balance Due on this/these Application(s) as of 7/31/2012
-----------------------	-----------------	---------------	--

SDII GLOBAL PARTNERS INC
4509 GEORGE RD
TAMPA FL 33634

HALL MARVIN LAVON
989 VAN PELT LN
PENSACOLA FL 32505

HALL O R JR & FAYE C
991 VAN PELT LN
PENSACOLA FL 32505

TATUM JACK & JUANITA W
840 LOOKOUT DR
PENSACOLA FL 32505

JACKSON LEROY
842 LOOKOUT DR
PENSACOLA FL 32505

HUGGINS HUSTON H
900 LOOKOUT DR
PENSACOLA FL 32505

GRANBERRY ROBERT
PO BOX 37263
PENSACOLA FL 32526

STERN COMMERCIAL PROPERTY
LLC
5599 NORTH W ST
PENSACOLA FL 32505-2435

ADCOX IMPORTS INC
3103 BRITTANY TRCE
PENSACOLA FL 32504

CHURCH OF GOD
5715 NORTH W ST
PENSACOLA FL 32505

BOBE THOMAS C EST
PO BOX 517
GULF SHORES AL 36547

BARRON NETTIE H
5925 SARAH DR
PENSACOLA FL 32503

GULF POWER CO
1 ENERGY PLACE
PENSACOLA FL 32520

DOYLE VICKIE
85 CAMELLIA DR
PENSACOLA FL 32505

KELLEY LISA G
81 CAMELIA DR
PENSACOLA FL 32505

JOHNSON DIANE M FAVREAU
77 CAMELLIA DR
PENSACOLA FL 32505

LEGG ANDREW J
73 CAMELIA DR
PENSACOLA FL 32505

GREENSWALT JAMES R
1116 CONCORDIA BLVD
PENSACOLA FL 32505

WELCH H W
60 CAMELIA DR
PENSACOLA FL 32505

PARRISH MARTHA SUE
771 VAN PELT LN
PENSACOLA FL 32505

STOKES ADRIAN O & MUREL H
721 VAN PELT LN
PENSACOLA FL 32505

SIMS BETTY LORENE
62 CAMELLIA DR
PENSACOLA FL 32505

SELF ANGEL Z
70 CAMELLIA DR
PENSACOLA FL 32505

ROBINSON RONNIE C
5508-A NORTH W ST
PENSACOLA FL 32505

SKEPI ALLI L
5590 NORTH W ST
PENSACOLA FL 32505

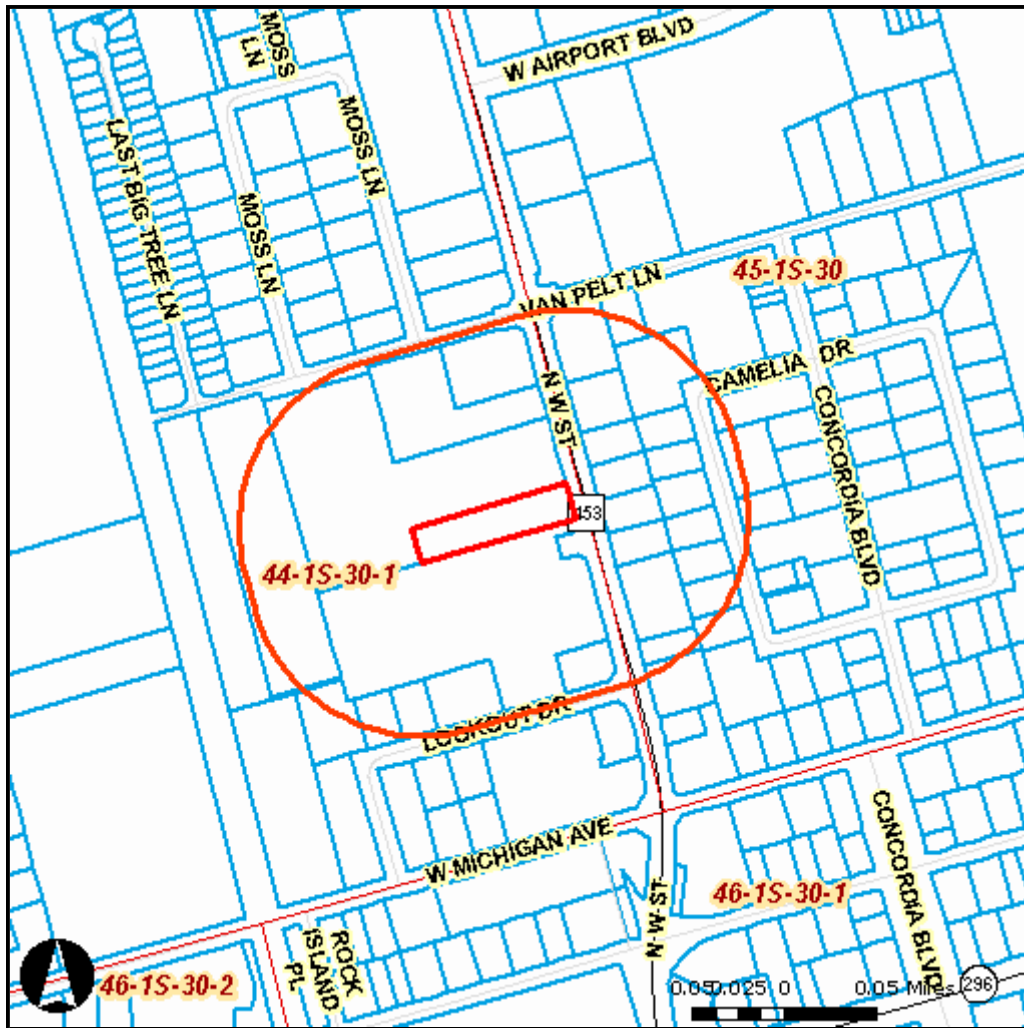
SMITH FRANK J
5622 NORTH W ST
PENSACOLA FL 32505

WILLIAMS CONNIE
2306 MALYSA PLACE
PENSACOLA FL 32504

SELECT MOTOR CARS INC
5708 NORTH "W" ST
PENSACOLA FL 32526

JOHNSON SHANE L
5712 NORTH W ST
PENSACOLA FL 32505

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: 9-10-2012

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-19

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor Against

*Name: LARRY RICHMOND

*Address: 2299 Seaside Hwy NW *City, State, Zip: Pensacola FL 32503

Email Address: richlr@bellsouth.net Phone: 850-449-9024

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.
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.

Z-2012-20

57

1 Z-2012-20
 2
 3 Applicant: Jesse W. Rigby, Agent for Pensacola Christian
 College
 4 Address: 120 Cummings Rd, 100 Oleander St, 107 Oleander
 St, 111 Oleander St, 115 Oleander St
 5 From: R-2, Single Family District (cumulative),
 Low-Medium Density (7 du/acre)
 6 To: R-4, Multiple-Family District (cumulative),
 Medium-High Density (18 du/acre)
 7
 8
 9 MR. BRISKE: Moving right along. Our next case
 10 is Case Z-2012-20. It will be presented today by
 11 Mr. Jesse Rigby who is the agent for Pensacola
 12 Christian College. He is an attorney. The address
 13 is 120 Cummings Road, 100 Oleander Street, 107
 14 Oleander, 111 Oleander and 115 Oleander, from R-2,
 15 Single Family District, to R-4, Multiple Family
 16 District.
 17 Members of the Board, has there been any
 18 ex parte communication between you, the applicant,
 19 the applicant's agents, attorneys, witnesses,
 20 members of the public or other Planning Board
 21 members? I will also ask if you have visited the
 22 subject property, and disclose if you're a relative
 23 or business associate of any of the parties. Ms.
 24 Oram.
 25 MS. ORAM: No to all.
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58

1 MS. HIGHTOWER: No to all.
 2 MR. GOODLOE: No to all.
 3 MR. WOODWARD: No to all.
 4 MR. BRISKE: The Chairman, no to all.
 5 MR. TATE: Yes to all. I have previously
 6 disclosed this to the attorney and I have filled out
 7 a form to recuse myself; however, I do reserve my
 8 right to participate in the conversation.
 9 MR. BRISKE: Thank you, sir.
 10 MS. DAVIS: No to all of the above.
 11 MR. WINGATE: No.
 12 MS. SINDEL: No to the above except for the
 13 fact that I did visit the site.
 14 MR. BRISKE: Thank you. Staff, was a notice of
 15 the hearing sent to all interested parties?
 16 MR. LEMOS: Yes, sir, it was.
 17 MR. BRISKE: And was it also posted on the
 18 subject property?
 19 MR. LEMOS: Yes, sir, it was.
 20 MR. BRISKE: Okay. If you'll please bring up
 21 the photography and the maps, please.
 22 MR. LEMOS: Once again, this case – Juan
 23 Lemos, Escambia County planner. This is Case
 24 Z-2012-20. The property address is 100, 107, 111,
 25 115 Oleander Street and 120 Cummings Road. It's a
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59

1 request from R-2, Single Family Residential
 2 District, to an R-4, Multiple Family Residential
 3 District. This is our locational wetlands for the
 4 properties in question. This is our 500 foot zoning
 5 map. This is our future land use map which
 6 shows Mixed Use Urban. This is our existing land
 7 use map. This is an aerial photograph of the
 8 properties in question. This is our public hearing
 9 sign on site. This is looking east from the subject
 10 property. This is looking towards the northeast
 11 across from the property. This is looking towards
 12 the northwest. Looking south on to the subject
 13 properties. Looking southeast on to the same
 14 properties. Looking southwest. And looking west
 15 from the property. This is our 500 foot radius map
 16 from the Escambia County Property Appraiser. And
 17 this is our 500 foot mailing list.
 18 MR. BRISKE: Board members, are there any
 19 questions on the maps or photography?
 20 MR. BRISKE: No.
 21 MR. WOODWARD: I'm trying to become oriented.
 22 Go back to where I can see some street names.
 23 MR. LEMOS: Cummings Road is to the south.
 24 Oleander Street is to the north. 29 Palafox is
 25 towards the left side of your screen, which will be
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60

1 your west side.
 2 MR. WOODWARD: Is this adjacent to the north
 3 border of the college, is that where it is?
 4 MR. TATE: No.
 5 MR. LEMOS: The college is kind of towards –
 6 it's towards the southeast.
 7 MR. WOODWARD: What is this building down here?
 8 MR. TATE: Pensacola Christian.
 9 MR. WOODWARD: Okay. Now I know where we're
 10 talking about.
 11 MR. TATE: Do you know where the What a Burger
 12 is at on Old Palafox?
 13 MR. WOODWARD: Yes.
 14 MR. TATE: This is basically a block in from
 15 there.
 16 MR. WOODWARD: All right.
 17 MR. LEMOS: Right. This is adjacent to the
 18 railroad tracks if you were to come – yes.
 19 MR. BRISKE: Okay. Any other questions on the
 20 maps or photography?
 21 All right. Mr. Rigby. Good morning, sir. Mr.
 22 Rigby is an attorney and he's governed by a
 23 professional set of rules so he won't be sworn in.
 24 But we'll ask you to go ahead and introduce yourself
 25 for the record, please.
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61

1 MR. RIGBY: Jesse W. Rigby, 125 West Romana
 2 Street, Pensacola, 32501, with the firm of Clark,
 3 Partington, Hart, Larry, Bond and Stackhouse.
 4 MR. BRISKE: Thank you, Mr. Rigby. Have you
 10:33AM 5 received the Staff's Findings-of-Fact?
 6 MR. RIGBY: We have.
 7 MR. BRISKE: And you do understand that it is
 8 your responsibility to provide substantial competent
 9 evidence for the rezoning, that it is consistent
 10:34AM 10 with the Comprehensive Plan, further the goals,
 11 objectives and policies of that plan and is not in
 12 conflict with the Land Development Code?
 13 MR. RIGBY: I do.
 14 MR. BRISKE: Please proceed, sir.
 10:34AM 15 MR. RIGBY: First, I'd just like to confirm for
 16 the record that the Staff findings and Staff report
 17 has been accepted by the Board to include this
 18 application?
 19 MR. BRISKE: Yes, it has. It was done earlier
 10:34AM 20 as part of our initial process. It was labeled as
 21 Composite Exhibit A.
 22 MR. RIGBY: Thank you. And the second
 23 confirmation is that the Staff report was prepared
 24 by one or more of the persons that you qualified as
 10:34AM 25 expert witnesses at the beginning of this section?
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62

1 MR. BRISKE: We will ask them to testify to
 2 that.
 3 MR. JONES: Yes.
 4 MR. BRISKE: Can we get on the record who
 10:34AM 5 actually –
 6 MR. RIGBY: I don't know – as long as it's
 7 somebody in that group that has been qualified as an
 8 expert witness, I'm satisfied.
 9 MR. JONES: Yes.
 10:35AM 10 MR. BRISKE: And do we know who actually –
 11 MR. JONES: At the time Juan Lemos was out –
 12 Juan worked the case. So, therefore, he would have
 13 to be sworn in because he was out when all of us
 14 were sworn.
 10:35AM 15 MR. WOODWARD: That's not the question. Did he
 16 prepare the report.
 17 MR. JONES: Yes, he did prepare the report.
 18 MR. BRISKE: So Mr. Lemos was not –
 19 MR. JONES: When we did the swearing in he was
 10:35AM 20 taking care of technology, so he's the one that
 21 needs to be sworn in.
 22 MR. BRISKE: Okay. Well, let's go ahead and do
 23 that right now before we go into any testimony.
 24 (WHEREUPON, Mr. Lemos was sworn).
 10:35AM 25 MR. RIGBY: And Mr. Chairman, have you
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63

1 previously qualified Mr. Lemos as an expert witness?
 2 I believe you have.
 3 MR. JONES: Yes.
 4 MR. BRISKE: We have. Board members, do you
 10:35AM 5 have any questions about his qualifications to serve
 6 as an expert in the area of land use and planning?
 7 MS. SINDEL: No.
 8 MR. BRISKE: Mr. Rigby, do you have any
 9 questions for him?
 10:35AM 10 MR. RIGBY: No, I do not.
 11 MR. BRISKE: Thank you, sir.
 12 MR. RIGBY: I'm going to be very brief today.
 13 First of all, I do have two other persons who are
 14 representing Pensacola Christian College who have
 10:36AM 15 been listed as witnesses. I'm not going to call
 16 them up initially, but there could be questions from
 17 either the Board or the public that they would need
 18 to answer. Mr. Ken Horne is here from Ken Horne and
 19 Associates, an engineer, and Mr. Brent Phillips, one
 10:36AM 20 of the vice-presidents at the college, are here to
 21 represent the college.
 22 First of all, we accept the Staff report in
 23 evidence. And it's entirely consistent with the
 24 package that I prepared and submitted to the Staff
 10:36AM 25 for review and which you have also accepted, at
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64

1 least into the record. So I do not want to go back
 2 over those in any detail at this point.
 3 I would, again, just note, because there's
 4 questions about orientation, that all that property,
 10:36AM 5 of course, to the south of Cummings is commercial.
 6 Some of it is used commercial. Some of it has
 7 single family homes on it, but it's commercial. To
 8 the east, just a couple of lots away, is the
 9 railroad track that runs north and south coming out
 10:37AM 10 of the main railroad yard. And to the west, a very
 11 short distance, a block or two, is the Old Palafox
 12 corridor, I call it, which is all very
 13 commercialized.
 14 If you were to choose to not recommend
 10:37AM 15 approval, of course, what the rules and the County
 16 code requires is that you justify that. And I'm
 17 going to run through some of those factors because I
 18 believe the Staff report and my initial comments
 19 clearly shows consistency with the Comprehensive
 10:37AM 20 Plan and consistency with the Land Development Code.
 21 But those other additional factors, including
 22 that the rezoning would be either premature or would
 23 contribute to urban sprawl, frankly, what this does
 24 is just the opposite. It brings more into the
 10:38AM 25 portion of the community, where services are more
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65

1 readily available, infrastructure more readily
 2 available, and is entirely consistent with the whole
 3 idea behind the Mixed Use Urban District, which is
 4 to be the most intense district in the County for
 5 land use planning.
 6 We've addressed the fact, both in my initial
 7 letter and in the Staff finding, this is not spot
 8 zoning. It's also immediately adjacent to
 9 commercial to the south. And so what this really
 10 serves as is something of a buffer between the
 11 commercial to the south and the less intense R-2 to
 12 the north, west and east. But again, that's a
 13 little enclave, because off to the east and the west
 14 are very commercialized, or more commercialized
 15 areas in the sense of the railroad being a
 16 commercial use.
 17 We do not believe there will be any evidence of
 18 any significant adverse impacts on property values.
 19 I know you don't desire us to go into the plans
 20 here, but I will tell you that this is not a density
 21 issue, although the rezoning to R-4 does carry more
 22 density. But it's not a density issue primarily,
 23 it's a use. It's to go from single family to a
 24 multifamily. And we have to jump from R-2 to R-4 to
 25 accomplish that because the intended use of the
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66

1 college is for what looks like a townhome project,
 2 but it's not townhomes. It will be rented out to
 3 staff members at the college or faculty members and
 4 staff members at the college. And so it will be, in
 5 effect, an apartment type complex, a multifamily.
 6 And R-4 is the first district that allows that
 7 multifamily use. So that's why the rezoning
 8 application is being made.
 9 Of course, R-4 does not carry with it any of
 10 what I'd call the traditional commercial service
 11 uses that you might be concerned about. It would
 12 allow, of course, boarding and lodging, child care,
 13 nursing homes, assisted living. But as far as
 14 permitted uses, that's as far as it goes as far as
 15 permitted uses.
 16 So with that, I'll ask if the Board has any
 17 questions of me. If not, I'll listen to the Staff
 18 report.
 19 MR. BRISKE: Mr. Rigby, you said that you had a
 20 couple of witnesses and you'll only use them if
 21 necessary.
 22 MR. RIGBY: There may be questions. I know
 23 there's at least one member of the public here who I
 24 assume will speak, and there could be questions that
 25 you would want them to answer that I would not be
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67

1 able to answer directly.
 2 MR. BRISKE: Okay. Well, we'll just reserve
 3 that right for you. Board members, any questions of
 4 Mr. Rigby?
 5 MS. SINDEL: No.
 6 MR. BRISKE: Staff, we'll have you work on your
 7 presentation then, please.
 8 MR. LEMOS: Once again, Juan Lemos, Escambia
 9 County planner. This is rezoning Case Z-2012-20.
 10 It is the Staff's opinion that the applicant has met
 11 all the requirements as addressed in the criterion,
 12 as supported on their packet that we provided.
 13 MR. BRISKE: Mr. Rigby, since your last visit
 14 to the Board here, in the effort to – for brevity
 15 in some of these cases we have – in cases where
 16 there is no apparent opposition to a request, we
 17 have asked the Staff members to – we introduce the
 18 case into the record and the findings into the
 19 record, but we're not having them verbatim read
 20 through the entire findings and everything. Do you
 21 have any concerns or questions about that?
 22 MR. RIGBY: I do not. I think it's a much more
 23 expeditious process. I do think you may – I
 24 believe there will be one speaker who will either
 25 have questions or will be in opposition. But I met
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68

1 with the young lady, and with Mr. Horne and Mr.
 2 Phillips at your break to simply try to answer
 3 questions. But unless she has questions that you
 4 need to go over, I do not think it needs to be read
 5 verbatim into the record.
 6 MR. BRISKE: Thank you. Board members, any
 7 questions of the criterion for the staff?
 8 MS. SINDEL: No.
 9 MR. BRISKE: We do have a speaker. For those
 10 of the public who wish to speak on this matter,
 11 please note that the Planning Board bases our
 12 decision on criteria and exceptions described in
 13 Section 2.08.02D of the Escambia County Land
 14 Development Code. During our deliberations, the
 15 Planning Board does not consider general statements
 16 of support or opposition. Accordingly, please limit
 17 your testimony to the criteria and exceptions
 18 described in Section 2.08.02D.
 19 Please also note that only those individuals
 20 who are here today and give testimony on the record
 21 before this hearing, before the Planning Board, will
 22 be allowed to speak at the subsequent hearing before
 23 the Board of County Commissioners.
 24 We do have one speaker, Josie Middleton,
 25 please. Yes, ma'am. Please come forward. If
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69

1 you'll be sworn in, please, ma'am.
 2 (WHEREUPON, Ms. Middleton was sworn).
 3 MR. BRISKE: If you'll come forward. And
 4 please state your name and address for the record,
 10:43AM 5 please.
 6 MS. MIDDLETON: I'm Josie Middleton. I live at
 7 Number 24, Cummings Road, Pensacola, Florida, 32503.
 8 MR. BRISKE: Okay. Thank you. Please proceed,
 9 ma'am.
 10:43AM 10 MS. MIDDLETON: I just have concern about when
 11 then send us this note doing the rezoning.
 12 MR. BRISKE: Can you speak up just a little
 13 bit. I know we're having some microphone problems.
 14 MS. MIDDLETON: I just want to know if – how
 10:43AM 15 will it affect us, the tax, when they build this
 16 property, and also, the traffic. I asked them.
 17 They talked to me already a while ago that once they
 18 build that they said it's going to be Oleander and
 19 then Cummings. I know the drive – the people, the
 10:44AM 20 residential will be either Cummings or Oleander.
 21 And right now where we live, it's really quiet. And
 22 we know – basically, we don't know family names but
 23 we know each other, facial every time. So you know
 24 the neighbors. Once they build that, of course, can
 10:44AM 25 like – okay, somebody live at that apartment, you
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70

1 know. It's not permanent. So the quiet or knowing
 2 each other in the street is going to be different
 3 later on.
 4 And as I said, when you have kids – we let our
 10:44AM 5 kids, right now, running in there because it's like
 6 few people lives there, so in and out. But once
 7 that is built and they put that road, it's going to
 8 be different. That's what I'm just, you know,
 9 concerned.
 10:44AM 10 And I said – also about right now we are in
 11 septic, but later on – I know they answered that to
 12 me that the sewer is going to be on the other side.
 13 But later on, is there any assurance of that that
 14 will not be change?
 10:45AM 15 MR. BRISKE: Well, we will ask –
 16 MS. MIDDLETON: If we can have that assurance
 17 that nothing will be changed when it comes to
 18 traffic, the quiet. I know I got no problem with
 19 PCC because I live with their other property. It's
 10:45AM 20 really good. I have no question. How about this is
 21 different area; concern of the traffic safety of the
 22 kids, their playing volleyball, basketball. We're
 23 running. We're walking. No problem because of less
 24 traffic. It's really – can you count what time
 10:45AM 25 they will come, what time they'll go because it's
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71

1 just a few of us on that property. I just want to
 2 make sure there's assurance for that.
 3 MR. BRISKE: Okay. Well, let's start with
 4 Staff members maybe addressing some of the process
 10:46AM 5 when things change. Maybe Horace, you might be the
 6 best person to maybe just elaborate on those things
 7 and then we'll give Mr. Rigby a chance to also
 8 address what his client is doing.
 9 But as I heard Ms. Middleton, she said she was
 10:46AM 10 concerned about the taxes, traffic and then a
 11 possible change from septic to sewer.
 12 MR. JONES: I will address the things that I
 13 can address. As far as property taxes, that's not
 14 our jurisdiction. That's handled by the property
 10:46AM 15 tax, Janet Holley and their office on the taxes.
 16 That's not our department function.
 17 As far as the traffic –
 18 MR. BRISKE: Let's go back to taxes for just a
 19 second. As far as when a parcel is rezoned, though,
 10:46AM 20 how does that typically – does it affect the
 21 surrounding properties as far as their taxes or
 22 anything like that, typically?
 23 MR. JONES: I don't know all of what Janet
 24 Holley looks at when they assess taxes for the year,
 10:47AM 25 so I'm not able to address specific questions. I
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72

1 don't know their processes when it comes to that.
 2 MR. BRISKE: All right. And the traffic, would
 3 you address the traffic concurrency issues?
 4 MR. JONES: Yes. If this project is approved
 10:47AM 5 for a rezoning by the Board of County Commissioners,
 6 the next step in the process – which I know that
 7 Mr. Ken Horne, he's familiar with the process – we
 8 will have a site plan review process. During that
 9 process, our Staff will work with the applicant
 10:47AM 10 on – and we'll take a look at all the traffic
 11 patterns and the traffic concerns.
 12 Now, for us to say that there would not be more
 13 traffic, of course, there's going to be more traffic
 14 because more people are going to be living out
 10:47AM 15 there. But our Staff will look at the safety
 16 issues. We'll look at it with Ken Horne and
 17 whomever is chosen to bring this to the site plan
 18 review process, we'll look at that to make sure that
 19 we try to minimize as much adverse impact on the
 10:48AM 20 traffic as possible. So that would be the next step
 21 in the process if this site plan is approved.
 22 MR. BRISKE: Issue from the septic to sewer.
 23 MR. JONES: That's governed by Emerald Coast
 24 Utilities Authority. That's something that we do
 10:48AM 25 not handle. Again, during this site plan review
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73

1 process we'll work with Kenneth Horne or whomever is
 2 assigned to this project. They'll get with ECUA and
 3 they'll take a look at whether it's going to be
 4 sewer or septic. But we have people in place to
 10:48AM 5 take a look at that process.
 6 During the site review process, you can
 7 definitely be informed. You can come to the
 8 meetings and you can ask the engineer, because all
 9 of that is public record information.
 10:49AM 10 MR. WOODWARD: Horace, isn't ECUA
 11 systematically changing everything over from septic
 12 to sewer throughout the County, eventually?
 13 MR. JONES: Mr. Woodward, I don't know the
 14 answer to that question. That's a separate
 10:49AM 15 government body. We do not know their – at this
 16 level, we don't know.
 17 MR. BRISKE: Okay. As you can see it's a
 18 little bit more complex as you get your answer.
 19 We're going to give the applicant and his agents an
 10:49AM 20 opportunity to respond. But did you have another
 21 question, Ms. Middleton?
 22 MS. MIDDLETON: Yes, sir. As you said about
 23 the traffic, they will look to, but are they going
 24 to ask the residents? Because I know they're good
 10:49AM 25 at engineering stuff, but what I'm concerned is we
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74

1 are the ones who live there, so we know. Are they
 2 going to inform us. Are they going to – it's not
 3 because, you know, they're good at engineering, but
 4 we're concerned. We are the residents. Are they
 10:49AM 5 going to inform us. Are they going to approve
 6 because of – we have to look – we have to listen
 7 to the people who are living there, too.
 8 MR. JONES: And I do agree with you. And I
 9 believe that – I cannot speak for PCC. But if you
 10:50AM 10 think there's going to be a problem, that the
 11 citizens meet with PCC, come to the site plan review
 12 process, be involved with the process at the
 13 beginning so that there can be collaboration with
 14 the neighbors, with PCC on this project, to try to
 10:50AM 15 minimize and try to address your concerns. As far
 16 as Staff, we're going to make sure that it meets the
 17 Land Development Code requirements for traffic
 18 standards. But some of those things have to be
 19 worked out between PCC to try to ease some of your
 10:50AM 20 concerns.
 21 MS. MIDDLETON: Okay. I just want to make sure
 22 that –
 23 MR. WOODWARD: Ms. Middleton, from what Mr.
 24 Rigby said and the implication that I drew is this
 10:50AM 25 is going to be primarily faculty and staff housing.
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75

1 MS. MIDDLETON: Yes, sir.
 2 MR. WOODWARD: So that doesn't mean that this
 3 is an apartment building open to the public or
 4 anybody that comes. It's basically, as I understood
 10:51AM 5 what he said, going to be people connected with the
 6 college. So, you know, you have a more elite, we
 7 would hope, group of people from whom to do it, but
 8 Mr. Rigby can address that for you.
 9 MS. MIDDLETON: Yes, sir. I understand that
 10:51AM 10 part, but it's still, even if staff, they still –
 11 you know, I'm talking about – I live there so I
 12 know. I live where their property behind it. So I
 13 know when it's time to go to work, traffic is right
 14 there, and through. It's the same thing as a
 10:51AM 15 resident or other apartments, people live there so
 16 that means they have transportation. We are talking
 17 about the traffic. And somebody go visit, it's like
 18 regular apartment.
 19 MR. JONES: So that's why we say – again, we
 10:51AM 20 can't – you have to – those concerns, you can
 21 start at the site plan review process. When all
 22 that information becomes public, if it's approved
 23 they'll submit – you can contact the Staff, you can
 24 contact the engineer, PCC to try to get those –
 10:52AM 25 your issues resolved. You may not be happy, but at
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76

1 least you'll have some type of understanding on how
 2 it would impact the neighborhood.
 3 At this level, we're at the 30,000 foot level
 4 right now, so we really don't know any of the site
 10:52AM 5 specific standards, but we will get into those
 6 things if this rezoning is approved and if they
 7 are – and if they do submit for this project. And
 8 we'll make sure that we try to have all the public
 9 notification for you to be involved and any other
 10:52AM 10 citizens, as well.
 11 MR. TATE: I do have a question. Can you show
 12 us on the map that's up there right now which
 13 property is 24 Cummings so we can kind of –
 14 MS. MIDDLETON: The address. This is St. John,
 10:52AM 15 right?
 16 MR. RIGBY: Yes, this is St. John.
 17 MR. TATE: Juan, can you put your mouse on that
 18 property so we can see it.
 19 MR. RIGBY: You're right behind the other PCC.
 10:53AM 20 If you'll see on the map, you'll see it says PCC
 21 school. And I would ask Mr. Phillips to – I
 22 believe that is the other complex.
 23 MR. BRISKE: Mr. Rigby, hold on. We have not
 24 brought Mr. Phillips in as a witness yet, so we will
 10:53AM 25 need to get him sworn in and qualified and
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77

1 everything.
 2 But, Juan, is the pointer on the correct parcel
 3 for Ms. Middleton at this point?
 4 MR. LEMOS: Jesse, is that the parcel?
 10:53AM 5 MR. BRISKE: Move it so she can see where it
 6 is.
 7 MS. MIDDLETON: Too big.
 8 MR. LEMOS: That's St. Johns Road right there.
 9 That's Cummings Road.
 10:54AM 10 MS. MIDDLETON: I do believe ours is right
 11 behind – in between this one or that one right
 12 there. The same the MH in back, I think in between.
 13 MR. LEMOS: That's a mobile home right there.
 14 MS. MIDDLETON: So it's not that one then.
 10:54AM 15 MR. LEMOS: Let me put the aerial photograph
 16 up. It's probably easier for her to look at that.
 17 MS. MIDDLETON: That's probably on the other
 18 side. It must be right here. I think either this
 19 one or this one.
 10:54AM 20 MR. TATE: Okay. Now directing my question to
 21 the applicant, specifically since we know where
 22 that's at. If the current nature and use of the
 23 road could be explained to the Board members, as
 24 well.
 10:54AM 25 MR. RIGBY: Mr. Tate, if you go from St. Johns,
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78

1 being the street actually going east and west at the
 2 south of your map, Cummings going to the north and
 3 then turning to the east where it dead ends at the
 4 railroad, you'll see labeled on existing uses map,
 10:55AM 5 PCC school. That's a development that's essentially
 6 just a smaller version of what would be at the new
 7 location. There are three single family homes. I
 8 believe Ms. Middleton's, I'm not sure if she's on
 9 the north section of Cummings or after it turns to
 10:55AM 10 the east. But you do have a mobile home, and she
 11 does not live in a mobile home. And then you'll see
 12 the PCC school parcel along Cummings. That's a
 13 commercial use of the property. And I'm going to
 14 take it that – I've been out there, of course, but
 10:55AM 15 the Staff's designation of single family
 16 residential, vacant, commercial, whatever, is
 17 accurate. I have not been out personally to verify
 18 it in that detail, but it's generally accurate.
 19 MR. TATE: I guess what I'm asking is the
 10:56AM 20 nature of that road, in itself, is commercial, to my
 21 understanding?
 22 MR. RIGBY: All the property – if you look
 23 back at your zoning map, all the property south of
 24 Cummings is commercial, including where Ms.
 10:56AM 25 Middleton lives, is a commercially zoned property.
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79

1 MR. TATE: I guess what I'm getting to is there
 2 semi traffic?
 3 MR. RIGBY: Yes, there is. In fact, I was
 4 involved in the issue to address the traffic there
 10:56AM 5 when the – it's a print shop, PCC print shop. And
 6 the address – there is semi truck traffic, delivery
 7 traffic that services the print shop by going from
 8 St. Johns to Cummings.
 9 MR. JONES: You see the mouse hand, that's her
 10:56AM 10 property right there.
 11 MR. RIGBY: Okay. Immediately adjacent – you
 12 can check the Property Appraiser's records – so
 13 immediately adjacent to the existing multi family
 14 development.
 10:57AM 15 So in just generally response, yes, there will
 16 be more traffic. There's no way – and, again, I
 17 don't want to go into all the details, but with the
 18 property as it's zoned today you could get seven
 19 units an acre. Now, you would not actually, because
 10:57AM 20 they would have to be single family homes under R-2.
 21 And you could get close to seven unit an acre, but
 22 you would have some difficulty because of the
 23 street, et cetera. But you could get a fairly
 24 significant number of single family homes in there.
 10:57AM 25 The beauty of a multifamily project of density
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80

1 that, frankly, is almost identical to the R-2
 2 density that's there today, is you're going to have
 3 a lot more open space in that development.
 4 And I'm going to ask Mr. Horne, if you would
 10:58AM 5 like to address the sewer issue in a moment. But
 6 from property taxes, property values, I think I can
 7 say with having dealt with these issues a lot in the
 8 past, that the Property Appraiser is going to look
 9 at the value and sales of individual parcels out
 10:58AM 10 there. The rezoning, itself, is not going to have
 11 any appreciable difference. The fact that Ms.
 12 Middleton lives in a commercially zoned district
 13 today, and that property could be redeveloped for
 14 commercial, may make her property more valuable than
 10:58AM 15 some of the properties in R-2 to the north – may,
 16 because of its commercial use. But that's for the
 17 Property Appraiser to look at. The mere fact – the
 18 only way the property taxes will go up is if in the
 19 future the Property Appraiser looks at it and says
 10:58AM 20 that there are sales of individual homes in the R-2
 21 area that over time have appreciated in value. That
 22 will bring up the value of all the other single
 23 family homes in that area because of the sales, but
 24 it will take sales of property.
 10:59AM 25 And with that, if I would, let Mr. Horne
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81

1 address the question of sewer.
 2 MR. BRISKE: One quick question, Mr. Rigby.
 3 Cummings appears to be a cul-de-sac road; is that
 4 correct?
 10:59AM 5 MR. RIGBY: It actually is not a cul-de-sac.
 6 It really dead ends. It's not a true cul-de-sac.
 7 It dead ends at the railroad and a fence.
 8 MR. BRISKE: Are there traffic calming devices
 9 of any kind on the road?
 10:59AM 10 MR. RIGBY: No, there are not. And it's a very
 11 short distance. It's a very short distance, that's
 12 the only way I can put it. Those lots are probably
 13 100 foot lots, as I recall.
 14 MR. JONES: Yes.
 10:59AM 15 MR. RIGBY: About 100 foot lots. So you can
 16 see from where Cummings turns to the east, you're
 17 only looking at three to maybe 500 feet, you know,
 18 500 feet until you get to the edge of this property.
 19 So it's a short distance.
 11:00AM 20 MR. BRISKE: You said you wanted to call a
 21 witness.
 22 MR. RIGBY: Mr. Horne, just to address the
 23 sewer issues for Ms. Middleton's benefit and the
 24 Board.
 11:00AM 25 MR. BRISKE: Okay. We'll have him sworn in,
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82

1 please.
 2 (WHEREUPON, Mr. Horne was sworn).
 3 MR. HORNE: I'm Ken Horne, Kenneth Horne and
 4 Associates; a civil engineer. I have worked for
 11:00AM 5 Pensacola Christian for quite a while.
 6 But relative to this particular sewer question
 7 for Ms. Middleton, this project in and of itself
 8 will have no impact whatsoever on the interpretation
 9 between the Emerald Coast – you stated accurately
 11:00AM 10 that that will really be an issue between the
 11 Emerald Coast Utility Authority and the Florida
 12 Department of Health relative to the ongoing
 13 function of her septic tank.
 14 But the sewer for this project will be brought
 11:00AM 15 in off Oleander, so it could potentially change the
 16 status of some of those residents relative to sewer
 17 in terms of making public sewer available where it
 18 may not currently be available, but in her case, it
 19 won't change her status either way. We will not
 11:01AM 20 make sewer available to her property as part of this
 21 project.
 22 MR. BRISKE: Mr. Rigby, are you offering Mr.
 23 Horne as an expert witness in the case, because we
 24 didn't qualify him, if you are?
 11:01AM 25 MR. RIGBY: We can. I don't know if it's
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83

1 necessary. He's actually testifying to factual
 2 information about where the sewer would go rather
 3 than technical details. I don't believe it's
 4 necessary to qualify him as an expert. We clearly
 11:01AM 5 could.
 6 MR. TATE: Could you repeat what was just said?
 7 Ms. Middleton has returned to the room.
 8 MR. HORNE: I did not realize that she had
 9 left.
 11:01AM 10 MS. MIDDLETON: I'm sorry.
 11 MR. HORNE: That's fine. What I was sharing
 12 was relative to your question on sanitary sewer.
 13 You had indicated to me earlier that you wanted to
 14 make sure that this project would not make sewer
 11:02AM 15 available to your home in a way that could allow the
 16 state Department of Health or ECUA to mandate you to
 17 get off your septic tank and connect to public
 18 sewer. And what I just assured the Board is that
 19 our project will bring the sewer to this parcel from
 11:02AM 20 Oleander, which will not change the status of your
 21 parcel one way or the other.
 22 Now, I have to be real careful to say I'm not
 23 fully familiar with the current status of her
 24 property and where the nearest public sewer is, but
 11:02AM 25 this project wouldn't affect it whatsoever.
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84

1 MS. MIDDLETON: But –
 2 MR. BRISKE: Come forward to the microphone,
 3 please, Ms. Middleton.
 4 MS. MIDDLETON: But you said when you talked to
 11:02AM 5 me you're just doing one property or one phase of
 6 the apartment. How about if you build the other
 7 one, is that including whatever later on?
 8 MR. HORNE: Yes, ma'am. That would be
 9 consistent with the entire development. The sewer
 11:02AM 10 service would be brought from Oleander Street.
 11 MS. MIDDLETON: Okay. Just making sure it will
 12 not be mandated ever because, you know, it you
 13 affect us financially also, if ever they mandate us
 14 to put septic to sewer, since it's on the other
 11:03AM 15 side.
 16 MR. BRISKE: Well, in this case their project
 17 is not going to bring the line in front of your
 18 house. As far as what will happen in the future, I
 19 mean, if ECUA runs a line in front of your house you
 11:03AM 20 could be mandated to connect to it, but that is not
 21 within the purview of this Board or even the
 22 department with the County, that's handled
 23 differently. So that would be – I would say the
 24 ECUA board would be who would need to be addressed
 11:03AM 25 on that, so a slightly different issue.
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85

1 MS. MIDDLETON: Yes, but they – yes, not from
 2 them. But what I'm saying since you think that ECUA
 3 will put that as a septic – I mean a sewer, so it's
 4 more – since they already running it you would
 11:04AM 5 think that later on since they already did it of
 6 course that will somehow affect us. They say, hey,
 7 we're ready to run the line in there, so financially
 8 it's more easier for them since they already started
 9 a project, then they will think probably why not us,
 11:04AM 10 too, because they already started it.
 11 MS. SINDEL: It could be, but in all reality,
 12 because we have no control of that and neither does
 13 anyone in this room over here, even if this were not
 14 coming to us at all today, ECUA could still, on
 11:04AM 15 their own, choose to do that. That is completely
 16 out of our hands. I understand what you're saying,
 17 but the truth of the matter is our ability to make
 18 decisions, or control or even look in a crystal ball
 19 on that matter is very limited.
 11:04AM 20 All we can do is make sure that you're well
 21 informed as to what's happening in this room today
 22 as well as what Mr. Jones mentioned. I strongly
 23 encourage you to stay involved with the process as
 24 it continues. If it's approved here and approved by
 11:05AM 25 the Board of County Communications, as this project
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86

1 proceeds, there's an ability to stay involved
 2 through the County. Let's be honest. I mean,
 3 Pensacola Christian, what a better steward in this
 4 community. It's not like they're building a frat
 11:05AM 5 house. So this is something where you turn around
 6 and go – it's an organization that has always
 7 played in the sunshine and will make everyone aware
 8 of what's going on.
 9 But for us to tell you what your taxes will or
 11:05AM 10 will not do, or ECUA, are items that we just, thank
 11 goodness, have no control over.
 12 MS. MIDDLETON: Okay. All right. Just one
 13 more question. As long as they will be informed.
 14 And if the whole residents don't agree, are they
 11:05AM 15 going to listen to us? That's on a negative side,
 16 I'm just saying.
 17 MR. BRISKE: When you say – like for the site
 18 plan?
 19 MS. MIDDLETON: Sir?
 11:06AM 20 MR. BRISKE: You're talking about when they get
 21 ready to do the development and review process
 22 through the site plan?
 23 MS. MIDDLETON: Yes.
 24 MR. BRISKE: Horace, could you tell what the
 11:06AM 25 public input is on that?
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87

1 MR. JONES: You will have the opportunity –
 2 MS. MIDDLETON: Yes, you told me.
 3 MR. JONES: – to review the plans, to come in
 4 to talk to Staff. However, Staff will make its
 11:06AM 5 recommendation based upon the minimum requirements
 6 of the Land Development Code. If there's something
 7 wrong that's violated the Land Development Code and
 8 the engineering practice and the traffic standards,
 9 that is when they will make their recommendation
 11:06AM 10 based upon their rules and their regulations on
 11 that.
 12 But yes, you can definitely be a part and ask
 13 questions to Staff.
 14 MS. MIDDLETON: All right. Thank you, sir.
 11:06AM 15 MR. BRISKE: And we've notated on your sheet
 16 that you would like to be informed of any future
 17 activities. So Horace, if we'll make sure that we
 18 just allow her to stay in the process.
 19 Mr. Rigby, do you have other witnesses you
 11:07AM 20 wanted to bring forth?
 21 MR. RIGBY: No, sir. And no other comments.
 22 MR. BRISKE: Board members, questions of Staff
 23 or Mr. Rigby?
 24 MS. SINDEL: No.
 11:07AM 25 MR. BRISKE: We do not have anyone else that
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88

1 has signed up. Is there anyone else here from the
 2 public that wishes to speak on this matter?
 3 Okay. I hereby close the public comment
 4 section of the meeting. And pleasure of the Board
 11:07AM 5 for recommendation.
 6 MS. SINDEL: I move for approval as requested.
 7 MR. BRISKE: Accepting the –
 8 MS. SINDEL: Accepting all findings of staff.
 9 MR. WINGATE: Second.
 11:07AM 10 MR. BRISKE: A motion and a second. Any
 11 further discussion? All those in favor, say aye.
 12 (Board members vote.)
 13 MR. BRISKE: Opposed?
 14 (None.)
 08:47AM 15 MR. BRISKE: Motion carries unanimously. I'm
 16 sorry. Mr. Tate abstained. Thank you, Mr. Rigby.
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 18 *****
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Planning Board-Rezoning

5. E.

Meeting Date: 09/10/2012

CASE : Z-2012-20

APPLICANT: Jesse W. Rigby, Agent for
Pensacola Christian College

ADDRESS: 120 Cummings Rd, 100
Oleander St, 107 Oleander
St, 111 Oleander St, 115
Oleander St

PROPERTY REF. NO.: 35-1S-30-9000-000-015
35-1S-30-9002-003-005
35-1S-30-9002-006-005
35-1S-30-9002-009-005
35-1S-30-9002-004-005
35-1S-30-9000-000-015

FUTURE LAND USE: MU-U, Mixed Use Urban

DISTRICT: 3

OVERLAY AREA: NA

BCC MEETING DATE: 10/04/2012

SUBMISSION DATA:

REQUESTED REZONING:

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)

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

FINDINGS

The proposed amendment **is consistent** with the intent of **CPP FLU 1.5.3** as it does promote the efficient use of existing public roads, utilities and service infrastructure and to maximize the use development densities within the FLU category. The proposed amendment is listed as a permitted use under the FLU Mixed-Use Urban. The proposed amendment to R-4 **is consistent** with the intent and purpose of Future Land Use category Mixed-Use Urban (MU-U) as stated in **CPP FLU 1.3.1** and **it does** support the principles of infill development while still maintaining the residential nature of the surrounding areas.

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.

FINDINGS

6.05.07. R-2 single-family district (cumulative), low-medium density.

Intent and purpose of district. 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.

6.05.11. R-4 multiple-family district, (cumulative) medium high density.

Intent and purpose of district. This district is intended to provide for the development of medium high density residential uses and structures. This land use is designed to encourage the efficient use of land and maintain a buffer between lower density residential and business, commercial and industrial districts. The maximum density is 18 dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in R-4, multiple-family areas located in the Airport/Airfield Environs. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-3 zoning located in the RA-1(OL) Barrancas Redevelopment Area

Overlay District.

B. Permitted uses.

1. Any use permitted in the R-3 district.
2. Multifamily dwellings. If in a Commercial Future Land Use Category, new residential uses are only permitted as part of a predominantly commercial development in accordance with Comprehensive Plan Policy 7.A.4.7.g.
3. Boarding and lodging houses.
4. Community residential home.
5. Kindergartens, child care centers and foster care centers.
6. Nursing homes, retirement homes, convalescent homes, adult congregate living facilities, and similar uses, except in the Coastal High Hazard Area (CHHA) future land use categories.

C. Conditional uses.

1. Any conditional use allowed in the R-3 districts.
2. Hospitals, except in the Coastal High Hazard Area (CHHA) future land use categories, and clinics, except animal hospitals and veterinary clinics.
3. Dormitories, fraternity and sorority houses.
4. Retail/office/service type commercial uses when such uses are part of a multistory structure and is accessory to the predominant residential use of such structure.

Land Development Code (LDC) 2.08.02.D.7.b Quasi-judicial rezonings. The proposed rezoning will constitute "spot zoning," that is an isolated zoning district that may be incompatible with the adjacent and nearby zoning districts and uses, or as spot zoning is otherwise defined by Florida law; The proposed amendment is consistent with the intent and purpose of the Land Development Code.

LDC 7.01.06. Buffering between zoning districts and uses.

- A. Zoning districts. The following spatial relationships between zoning districts require a buffer:
2. AMU-1, AMU-2, R-4, R-5, R-6, V-4, VM-1, or VM-2 districts, where they are adjacent to single-family or two-family districts (RR, SDD, R-1, R-1PK, R-2, R-2PK, R-3, V-1, V-2, V-2A, V-3, V-5, VR-1, VR-2).

FINDINGS

Staff agrees with the applicant that the proposed amendment **does not** constitute spot zoning; the proposed uses appear to be compatible with the residential nature of the surrounding properties and will provide transition from higher residential and commercial uses to lower use densities. Buffering requirement will apply, as stated in (LDC 7.01.06); further review during the site plan review process will be needed to ensure the buffering requirements and other performance standards have been met, should this amendment to R-4 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 C-1, R-2 and R-3, as reflected in the Existing Land Use map.

CRITERION (4)

Changed conditions.

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

FINDINGS

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

CRITERION (5)

Effect on natural environment.

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

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the 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.

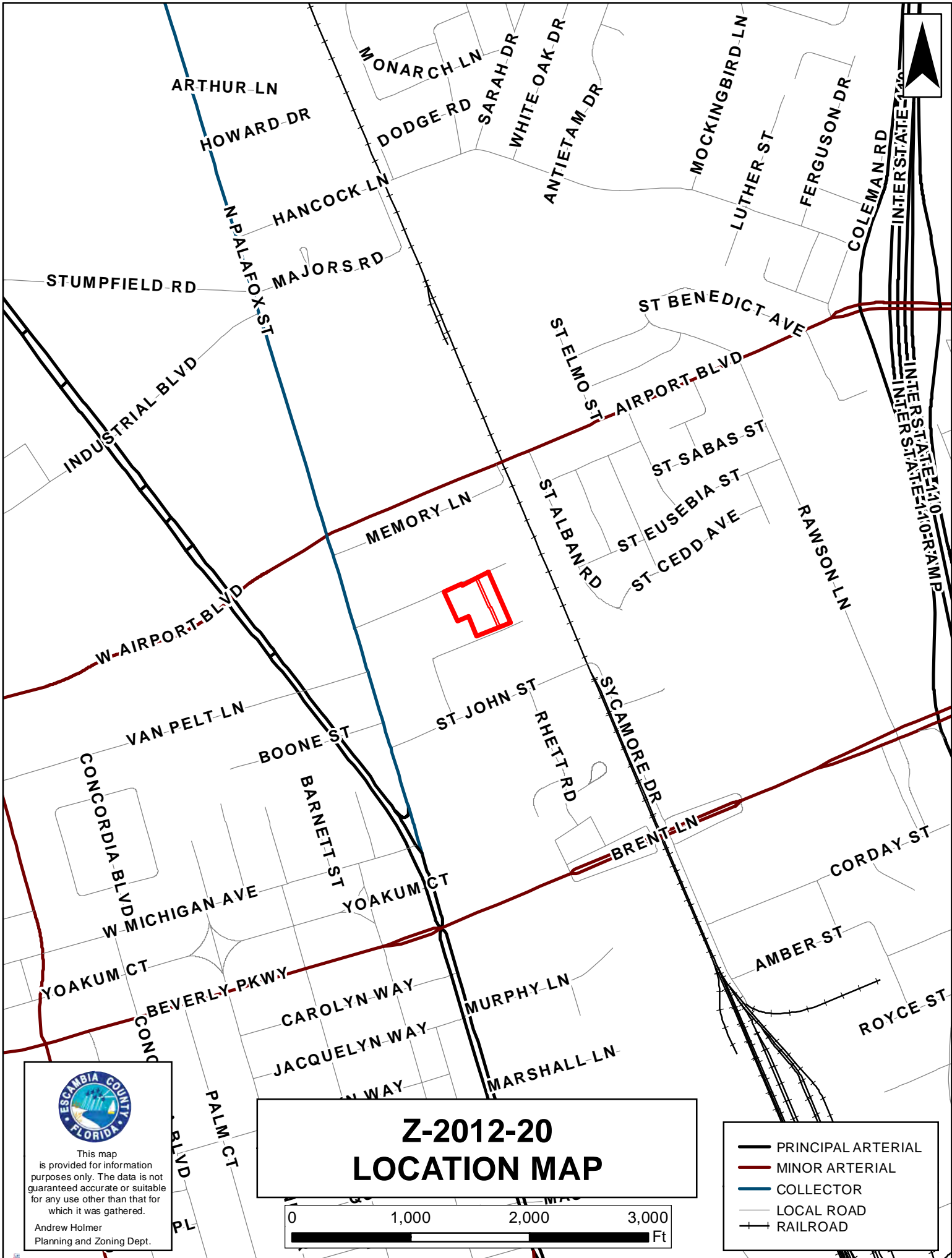
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS


The proposed amendment **would result** in a logical and orderly development pattern. The proposed rezoning would provide a physical buffer between areas of low density residential, R-2 from areas of commercial high density and intensity C-1, to the South, hence creating a transition area between the zoning districts.

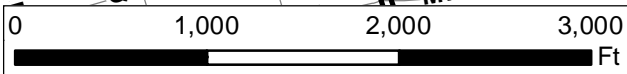
Attachments

Z-2012-20

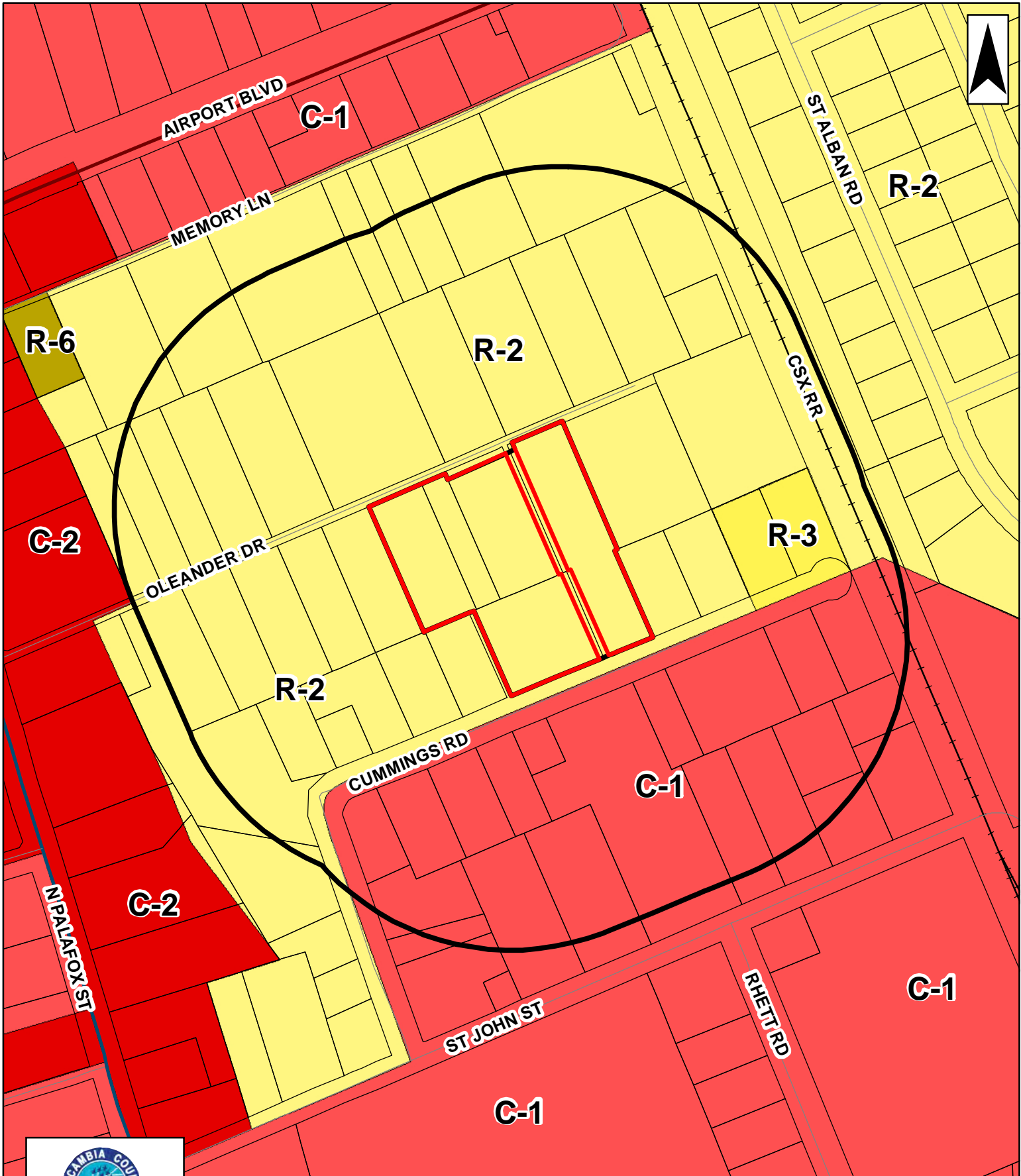



**Z-2012-20
LOCATION MAP**


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



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










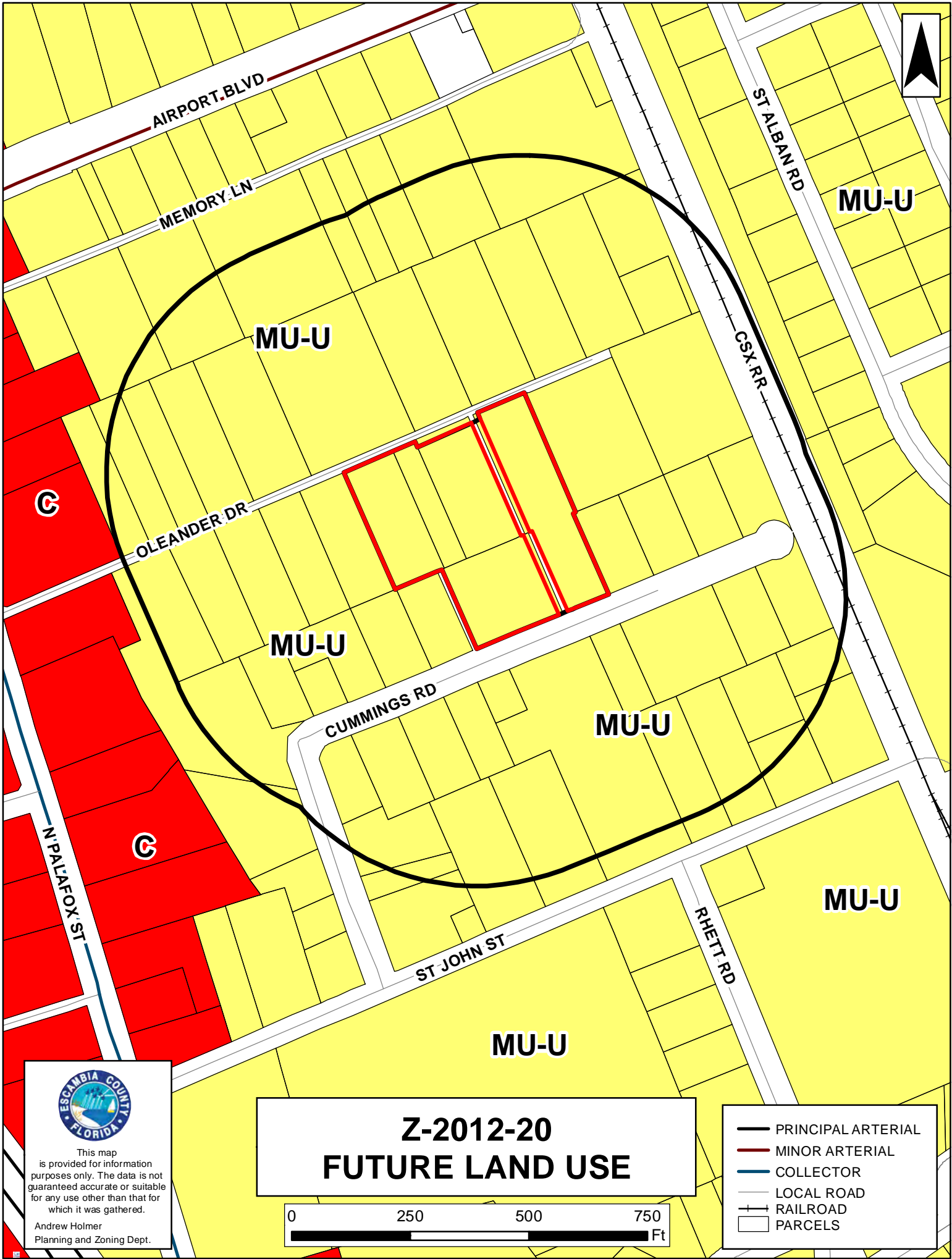
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-20
500' RADIUS ZONING



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



AIRPORT.BLV

MEMORY.LN

ST ALBAN RD

MU-U

MU-U

CSX.RR

OLEANDER DR

MU-U

MU-U

CUMMINGS RD

MU-U

N. PALAFOX ST

ST JOHN ST

RHETT RD

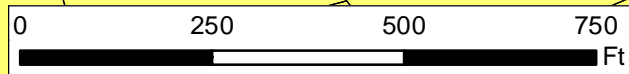
MU-U



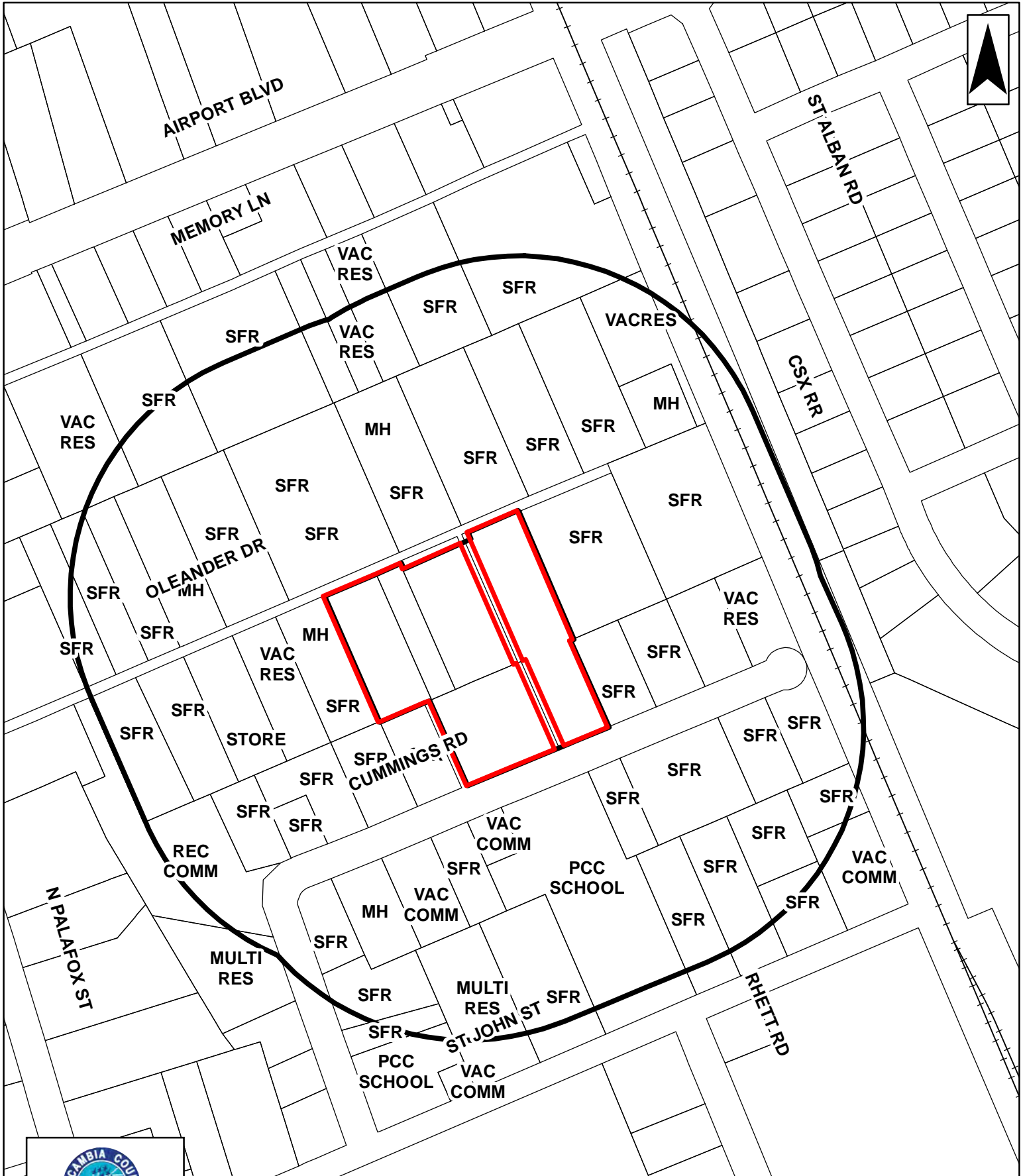
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-20 FUTURE LAND USE



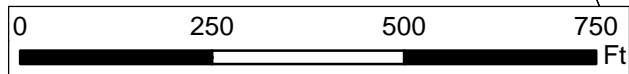
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS



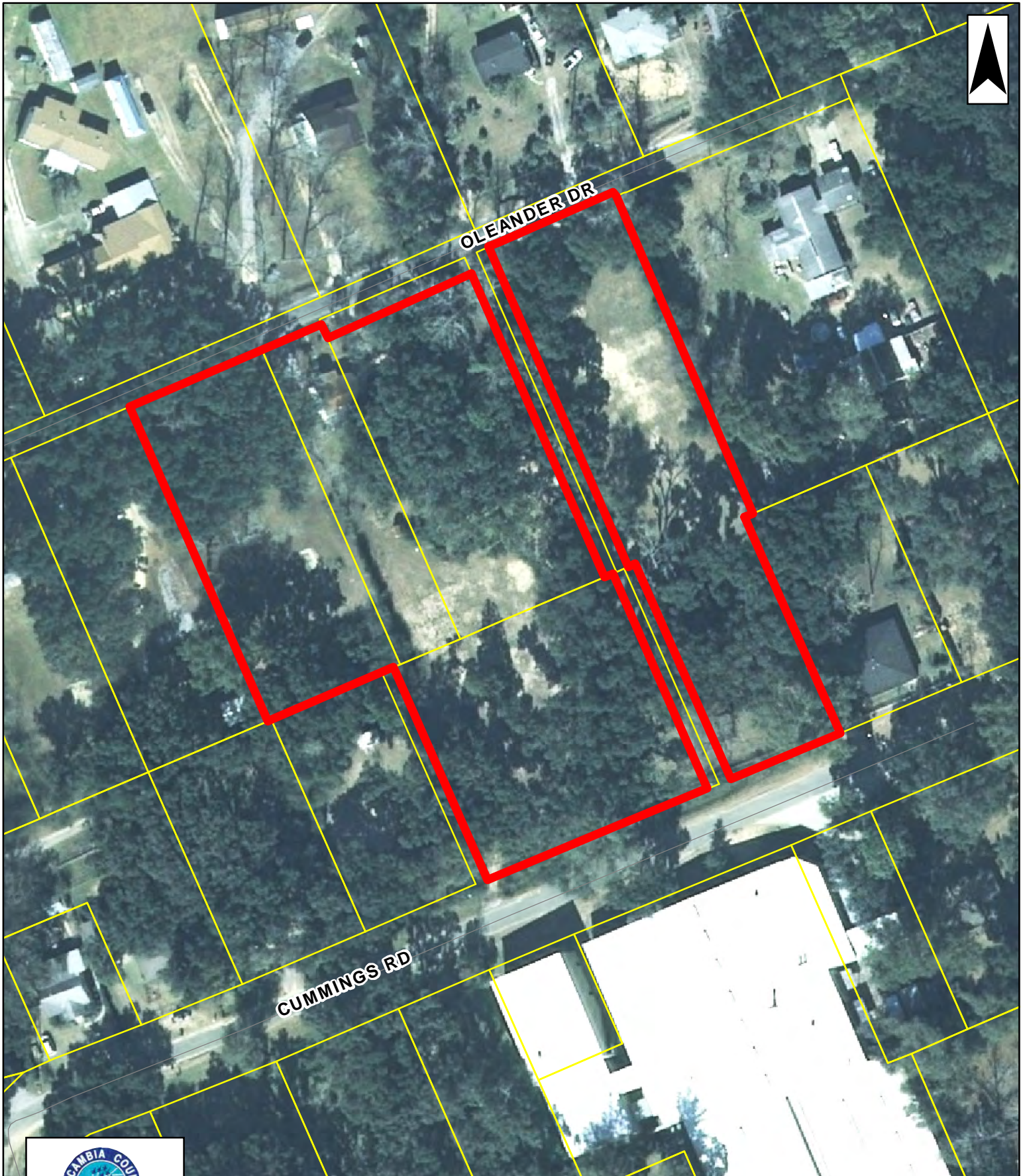
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-20 EXISTING LAND USE



- RAILROAD PARCELS
- PARCELS



OLEANDER DR

CUMMINGS RD



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-2012-20 AERIAL MAP



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



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2012-2001

CURRENT ZONING: R-2 PROPOSED ZONING: R-4

REZONING HEARING EXAMINER

DATE: 9/10/12 TIME: 0830 a.m.
OVERFLOW TIME: _____

LOCATION OF HEARING

ESCAMBIA COUNTY COURTHOUSE
221 PALAFOX PLACE
3RD FLOOR BOARD ROOM
1ST Floor Mtg Room

BOARD OF COUNTY COMMISSIONERS

DATE: 10/4/12 TIME: 5:45 pm

LOCATION OF HEARING

ESCAMBIA COUNTY COURTHOUSE
221 PALAFOX PLACE
1ST FLOOR BCC CHAMBERS

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
THE PLANNING AND ENGINEERING DEPARTMENT 595-3475
OR VISIT
WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY



Looking East from subject property



Looking Northeast



Looking Northwest



Looking South



Looking Southeast onto subject parcel



Looking southwest onto parcel



Looking west

CLARK PARTINGTON HART
LARRY BOND & STACKHOUSE

ATTORNEYS AT LAW

Pensacola • Destin • Tallahassee

Jesse W. Rigby
Direct (850) 434-3282
jrigby@cphlaw.com

August 1, 2012

Mr. Wayne Briske, Chairman
Escambia County Planning Board
3363 West Park Place
Pensacola, FL 32505

Re: Pensacola Christian College, Inc. – Rezoning Application

Dear Chairman Briske and Planning Board Members:

I represent Pensacola Christian College, Inc. ("PCC") with respect to this request to rezone five parcels of property from R-2 to R-4 (multiple-family district, medium high density). The five properties are identified by the property appraiser with separate property reference numbers. The five properties are owned by PCC and should be developed as one parcel. PCC's deeds to the five properties are also forwarded with the list of properties subject to the rezoning application. The combined size of the five parcels is approximately 3.7 acres. The list of properties is attached to this letter as Exhibit A. Exhibit B is a boundary survey of the combined parcels.

I have reviewed maps from the Escambia County GIS website to determine the zoning and future land use designation, but I have not printed the maps because I know County staff will provide the appropriate maps to you as part of the standard rezoning package.

PCC's intent is to develop the five parcels as a single development, for the purpose of providing rental housing for PCC staff members. PCC has developed similar rental housing in the past and plans to use it's very attractive existing architectural design that has proven successful. In general terms, the prior development can be described as a townhouse concept, but the units are rented by PCC to staff members.

I will address the six criteria at issue for a rezoning application.

125 West Romana Street • Suite 800 • Pensacola, Florida 32502
P.O. Box 13010 • Pensacola, Florida 32591-3010
Phone (850) 434-9200 • Fax (850) 432-7340
www.cphlaw.com

Consistency with the Comprehensive Plan:

The proposed zoning change is consistent with the Comprehensive Plan. The properties are located in the MU-U (mixed use urban) future land use category. This category is intended for an intense mix of residential and non-residential uses, while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. The maximum allowed density is 25 units per acre. The MU-U land use category supports R-4 zoning.

Consistency with the Code:

The intended multi-family residential development is a permitted use within the R-4 district. The proposed zoning change is NOT in conflict with any portion of the LDC and is consistent with the stated purpose and intent of the LDC.

Section 6.00.01, LDC, provides the legislative intent for residential districts. This rezoning application satisfies and is in compliance with the eight general goals listed in Section 6.00.01.

Section 6.05.11 describes the R-4 district. In general terms, the intent of the district is to provide for the development of medium high density residential uses and structures. The land use is designed to encourage the efficient use of land and to maintain a buffer between lower density residential and business, commercial and industrial districts. The maximum density is 18 dwelling units per acre.

PCC does not require development density that approaches 18 units per acre, and in fact, could meet its development needs with R-3 density; however, the intended use of the property is for multi-family dwellings, which may not be appropriate for the R-3 district.

R-4 zoning for the parcels at issue will provide efficient use of PCC property that is close to the PCC campus. It will also maintain a buffer between lower density residential uses to the north, west and east of the property, and the commercial uses to the south and immediately across Cummings Road. There is also extensive commercial development a short distance to the west of the property (within a commercial land use category) and a railroad industrial use a short distance to the east of the property. The residential use desired by PCC is consistent with the neighboring residential uses and provides buffering of the lower density residential uses from nearby higher intensity commercial and industrial uses.

Spot-zoning is defined in LDC § 2.08.02.D.7.b. The Code provides that spot zoning may, under appropriate circumstances, cause the County Commission to reject a rezoning request. The LDC defines spot zoning as "an isolated zoning district that may be incompatible with the adjacent and nearby zoning district in uses, or as spot zoning is otherwise defined by Florida law." Several factors demonstrate that this request does not constitute spot zoning as defined by Florida law, although it is not adjacent to existing R-4 zoning. However, it is adjacent to C-1 zoning to the south.

The first fact that demonstrates the absence of spot zoning is the acreage to be rezoned. The application is for approximately 3.7 acres. Reported Florida court cases addressing spot zoning have been limited to smaller parcels located within an area of quite inconsistent zoning. In this instance, R-4 is a residential district that is compatible with the R-2 and R-3 uses in the relative proximity to the property.

The classic Florida spot zoning case is *Bird-Kendall Homeowners Ass'n. v. Metropolitan Dade County Board of County Commissioners*, 695 So. 2d 908 (Fla. 3rd DCA 1997). The condemned rezoning was of a 0.23 acre parcel from an agricultural use to a business use so the owner could operate a feed store. The minimum lot size in the agricultural district was 5.0 acres. The court noted that spot zoning is the name given to the piecemeal rezoning of small parcels of land to a greater density, leading to disharmony with the surrounding area. "In characterizing the elements of spot zoning, a spot zoning challenge typically involves the examination of the following:

- 1) The size of the spot;
- 2) The compatibility with the surrounding area;
- 3) The benefit to the owner; and
- 4) The detriment to the immediate neighborhood."

695 So. 2d 910. While the requested rezoning will provide benefit to my client, the size of the "spot" is large, the intended use is compatible with the surrounding area, and there is no detriment to the immediate neighborhood. In summary, spot zoning is not an actual issue in this rezoning application.

Compatibility with Surrounding Uses:

The existing uses to the east, north and west are a mixture of relatively low density residential structures. There are some single-family homes and some mobile homes. Property to the south (across Cummings Road) is zoned commercial and is used for commercial purposes.

A short distance to the west is a very commercialized corridor along Old Palafox Highway. There is an active railroad line a short distance to the east of the property.

The R-4 uses are compatible with surrounding uses.

Changed Conditions:

There do not appear to be any significant changed conditions that have occurred within the last five to ten years.

Effect on Natural Environment:

There are no obvious wetland areas on the property. There is no indication of any natural environment issues relating to the property that cannot be addressed during the development review process.

Development Patterns:

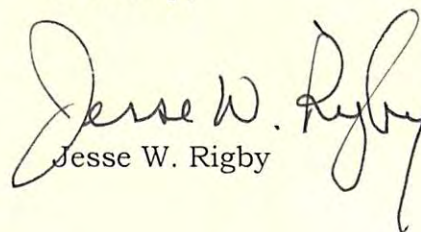
The PCC request for R-4 zoning will implement and complement the MU-U future land use category. The land use category is designed to promote infill development in those areas of the County that are developed with sufficient infrastructure and capacity to handle more dense and intense development. In general terms, the intent is to locate more dense development closer to the urban core of Escambia County. Although the residential areas that are generally north of Brent Lane and east of Old Palafox Highway are "mature" developments, the growth of PCC, and the development of medium density multi-family housing in the area is consistent with desired development patterns based on the MU-U future land use category.

PCC's intent to provide attractive rental housing close to the campus for PCC staff members promotes the comprehensive plan goal to better utilize the urban area and to reduce transportation impacts caused by the home to work commute each day.

Summary:

For the reasons stated herein, PCC has demonstrated compliance with each of the six criteria to be evaluated by the Planning Board. Accordingly, we request that the application to rezone these properties to R-4 be approved.

Sincerely,


Jesse W. Rigby

JWR\cw
cc: Pensacola Christian College, Inc.
Kenneth Horne & Associates, Inc.
Enclosures
A1128562.DOC



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 to: R-4

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

Owner(s) Name: Pensacola Christian College, Inc. Phone: 434-3282 (Agent)
Address: P. O. Box 18000, Pensacola, FL 32503 Email: jrigby@cphlaw.com

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

Property Address: See attached sheet
Property Reference Number(s)/Legal Description: _____
See attached sheet

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.

Jesse W. Rigby Signature of Owner/Agent
Jesse W. Rigby, Esquire (Agent) Printed Name Owner/Agent
7/31/2012 Date

Signature of Owner

Printed Name of Owner

Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 31st day of July 20 12,
by Jesse W. Rigby

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

Constance M. Weiss Signature of Notary
Constance M. Weiss Printed Name of Notary



CONSTANCE M. WEISS
COMMISSION # DD 811149
EXPIRES: Aug. 03, 2012

FOR OFFICE USE ONLY

CASE NUMBER: Z-2012-20

Meeting Date(s): PB Sept 10 BCC Oct 4 Accepted/Verified by: A Cam Date: 8/1/12

Fees Paid: \$ 1960⁰⁰ Receipt #: _____ Permit #: PRZ 120800020



CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): See attached sheet

Property Address: 5 addresses of adjacent properties; see attached sheet

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 27th DAY OF JULY, YEAR OF 2012.

Troy Shoemaker
Signature of Property Owner

Dr. Troy Shoemaker, President
Printed Name of Property Owner

7/27/12
Date

Signature of Property Owner

Printed Name of Property Owner

Date



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at (see attached sheet), Florida, property reference number(s) (see attached sheet)

I hereby designate Jesse W. Rigby, Esquire (Agent) 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, 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.

Agent Name: Jesse W. Rigby, Esquire Email: jrigby@cphlaw.com

Address: Clark Partington Hart Larry Bond & Stackhouse 125 W. Romana St., Ste. 800, Pensacola, FL 32502 Phone: 434-3282 (Agent)

Signature of Property Owner (Handwritten signature)

Dr. Troy Shoemaker, President Printed Name of Property Owner

7/27/12 Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 27th day of July 20 12, by Troy A. Shoemaker

Personally Known OR Produced Identification. Type of Identification Produced:

Signature of Notary (Handwritten signature)

EVIE LOOMER Printed Name of Notary

(Notary Seal)



EVIE LOOMER MY COMMISSION # DD 838297 EXPIRES: February 1, 2013 Bonded Thru Budget Notary Services

List of Properties to be Rezoned

<u>Survey Parcel #</u>	<u>Property Ref. #</u>	<u>Property Address</u>
1	351S309000000015	120 Cummings Road 32503
2	351S309002003005	100 Oleander Street 32503
3	351S309002004005	115 Oleander Street 32503
4	351S309002009005	111 Oleander Street 32503
5	351S309002006005	107 Oleander Street 32503

Exhibit A

A1127259.DOC

44.00
1330.00

PREPARED BY:

RECORD & RETURN TO:

Lawyers Title Ins Corp oper as Lawyers Title Agency
2100 Creighton Road
Pensacola, Florida 32504

File No: PNS-05-08119

This Warranty Deed

Made this 13th day of May, 2005

by Louise T. Stultz a/k/a Louise Stultz, an unmarried woman
hereinafter called the grantor, to

Pensacola Christian College, INC.

whose post office address is: PO BOX 18000, Pensacola, FL 32503

hereinafter called the grantee:

(Whenever used herein the term "grantor and "grantee" include all the 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 Schedule "A" for legal description -

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 35-1S-30-9000-000-015

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 the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2004.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

1st Witness Sign: [Signature]
Print Name: Angela A. Parker
2nd Witness Sign: [Signature]
Print Name: Crystal B Davis

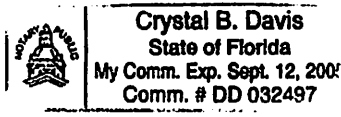
[Signature]
Louise T. Stultz

P. O. Box 2589
Orange Beach, FL 36561

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me 12th day of May, 2005, by Louise T. Stultz, an unmarried woman who is personally known to me or who has produced driver license as identification

Notary Signature: [Signature]
Print Name: _____
My Commission Expires: _____
(SEAL)

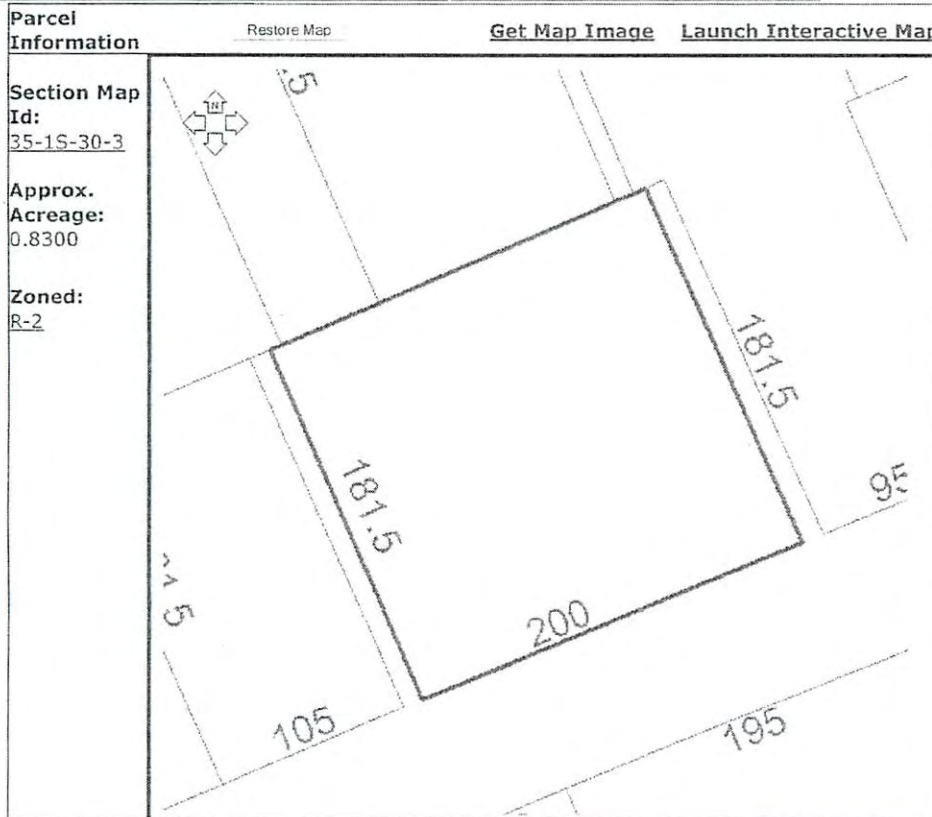


[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information Reference: 351S309000000015 Account: 040598000 Owners: PENSACOLA CHRISTIAN COLLEGE INC Mail: PO BOX 18000 PENSACOLA, FL 32523 Situs: 120 CUMMINGS RD 32503 Use Code: MISC. RESIDENTIAL Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		2011 Certified Roll Assessment Improvements: \$1,795 Land: \$9,462 Total: \$11,257 Save Our Homes: \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1 Calculations</p>																					
Sales Data		2011 Certified Roll Exemptions None																					
<table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>05/2005</td> <td>5636 228</td> <td>\$190,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1976</td> <td>1011 441</td> <td>\$19,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1969</td> <td>427 888</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court	Sale Date	Book Page	Value	Type	Official Records (New Window)	05/2005	5636 228	\$190,000	WD	View Instr	01/1976	1011 441	\$19,000	WD	View Instr	01/1969	427 888	\$100	WD	View Instr	Legal Description LT 15 AND LT 16 LESS E 10 FT FOR COUNTY DRAINAGE EASEMENT MB A10 P 488/489 OR 5636 P 228...		
Sale Date	Book Page	Value	Type	Official Records (New Window)																			
05/2005	5636 228	\$190,000	WD	View Instr																			
01/1976	1011 441	\$19,000	WD	View Instr																			
01/1969	427 888	\$100	WD	View Instr																			
		Extra Features CARPORT GREENHOUSE UTILITY BLDG																					



Survey Parcel #1

Schedule "A"

Parcel 1:

120
Cummings

Lots 15 and 16, of the Cummings Subdivision, a subdivision of a part of Section 35, Township 1 South, Range 30 West, as described upon plat of said subdivision of record in Plat Book 1, at Page 86, of the Public Records of Escambia County, Florida, less the East 10 feet of said Lot 16, taken by Escambia County, Florida in Condemnation Proceedings.

Parcel 2:

100
Oleander

Lot 17 in Cummings Subdivision, as shown on plat of said subdivision of record in Plat Book 1 at Page 86 of the public records of Escambia County, Florida, less the west 10 feet, and, also, the following described property: Begin at the Southeast corner of Lot 5, Section 35 (Francisco Vidal Grant), Township 1 South, Range 30 West; thence run West along the south line of said Lot 5, 402.8 feet for point of beginning; thence continue west 125 feet; thence run north at right angles 276.5 feet; thence run east 125 feet; thence run south 276.5 feet to the point of beginning, all lying and being in said Section 35, Township 1 South, Range 30 West, less the west 20 feet of said parcel taken by Escambia County, a political subdivision of the State of Florida in a condemnation proceeding, according to plat recorded in Deed Book 83, Page 174.

Parcel 3:

115
Oleander

Commencing at the Southeast corner of Lot 5, Section 35, Township 1 South, Range 30 West; thence West along the South line of Lot 5 a distance of 527.08 feet to point of beginning; thence continue West 125 feet, thence North at right angles a distance of 276.5 feet; thence East 125 feet; thence South 276.5 feet to point of beginning, all lying and being in Section 35, Township 1 South, Range 30 West, Escambia County, Florida, less and excepting the North 22 feet thereof for road right-of-way.

PNS-05-08119

44.00
1330.00

PREPARED BY:

RECORD & RETURN TO:

Lawyers Title Ins Corp oper as Lawyers Title Agency
2100 Creighton Road
Pensacola, Florida 32504

File No: PNS-05-08119

This Warranty Deed

Made this 13th day of May, 2005

by Louise T. Stultz a/k/a Louise Stultz, an unmarried woman
hereinafter called the grantor, to

Pensacola Christian College, Inc.

whose post office address is: PO BOX 18000, Pensacola, FL 32503

hereinafter called the grantee:

(Whenever used herein the term "grantor and "grantee" include all the 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 Schedule "A" for legal description -

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 35-1S-30-9000-000-015

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 the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to **December 31, 2004.**

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

1st Witness Sign: [Signature]
Print Name: Crystal A. Parker

[Signature]
Louise T. Stultz


2nd Witness Sign: [Signature]
Print Name: Crystal B Davis

P. O. Box 2589
Orange Beach, FL 36561

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me 12th day of May, 2005, by Louise T. Stultz, an unmarried woman who is personally known to me or who has produced driver license as identification

Notary Signature: [Signature]
Print Name: _____
My Commission Expires: _____
(SEAL)

 Crystal B. Davis
State of Florida
My Comm. Exp. Sept. 12, 2006
Comm. # DD 032497

Schedule "A"

120
Cummings

Parcel 1:

Lots 15 and 16, of the Cummings Subdivision, a subdivision of a part of Section 35, Township 1 South, Range 30 West, as described upon plat of said subdivision of record in Plat Book 1, at Page 86, of the Public Records of Escambia County, Florida, less the East 10 feet of said Lot 16, taken by Escambia County, Florida in Condemnation Proceedings.

100
Oleander

Parcel 2:

Lot 17 in Cummings Subdivision, as shown on plat of said subdivision of record in Plat Book 1 at Page 86 of the public records of Escambia County, Florida, less the west 10 feet, and, also, the following described property: Begin at the Southeast corner of Lot 5, Section 35 (Francisco Vidal Grant), Township 1 South, Range 30 West; thence run West along the south line of said Lot 5, 402.8 feet for point of beginning; thence continue west 125 feet; thence run north at right angles 276.5 feet; thence run east 125 feet; thence run south 276.5 feet to the point of beginning, all lying and being in said Section 35, Township 1 South, Range 30 West, less the west 20 feet of said parcel taken by Escambia County, a political subdivision of the State of Florida in a condemnation proceeding, according to plat recorded in Deed Book 83, Page 174.

115
Oleander

Parcel 3:

Commencing at the Southeast corner of Lot 5, Section 35, Township 1 South, Range 30 West; thence West along the South line of Lot 5 a distance of 527.08 feet to point of beginning; thence continue West 125 feet, thence North at right angles a distance of 276.5 feet; thence East 125 feet; thence South 276.5 feet to point of beginning, all lying and being in Section 35, Township 1 South, Range 30 West, Escambia County, Florida, less and excepting the North 22 feet thereof for road right-of-way.

PNS-05-08119

44.00
1330.00

PREPARED BY:

RECORD & RETURN TO:

Lawyers Title Ins Corp oper as Lawyers Title Agency
2100 Creighton Road
Pensacola, Florida 32504

File No: PNS-05-08119

This Warranty Deed

Made this 13th day of May, 2005

by Louise T. Stultz a/k/a Louise Stultz, an unmarried woman

hereinafter called the grantor, to

Pensacola Christian College, Inc.

whose post office address is: PO BOX 1800O, Pensacola, FL 32503

hereinafter called the grantee:

(Whenever used herein the term "grantor and "grantee" include all the 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 Schedule "A" for legal description -

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 35-1S-30-9000-000-015

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 the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2004.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

1st Witness Sign: [Signature]
Print Name: Angie A. Parker
2nd Witness Sign: [Signature]
Print Name: Crystal B. Davis

[Signature]
Louise T. Stultz


P. O. Box 2589
Orange Beach, FL 36561

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me 12th day of May, 2005, by Louise T. Stultz, an unmarried woman who is personally known to me or who has produced driver license as identification

Notary Signature: [Signature]
Print Name: _____
My Commission Expires: _____

(SEAL)

 Crystal B. Davis
State of Florida
My Comm. Exp. Sept. 12, 2005
Comm. # DD 032497

Schedule "A"

Parcel 1:

120 Cummings

Lots 15 and 16, of the Cummings Subdivision, a subdivision of a part of Section 35, Township 1 South, Range 30 West, as described upon plat of said subdivision of record in Plat Book 1, at Page 86, of the Public Records of Escambia County, Florida, less the East 10 feet of said Lot 16, taken by Escambia County, Florida in Condemnation Proceedings.

Parcel 2:

#100 Olander

Lot 17 in Cummings Subdivision, as shown on plat of said subdivision of record in Plat Book 1 at Page 86 of the public records of Escambia County, Florida, less the west 10 feet, and, also, the following described property: Begin at the Southeast corner of Lot 5, Section 35 (Francisco Vidal Grant), Township 1 South, Range 30 West; thence run West along the south line of said Lot 5, 402.8 feet for point of beginning; thence continue west 125 feet; thence run north at right angles 276.5 feet; thence run east 125 feet; thence run south 276.5 feet to the point of beginning, all lying and being in said Section 35, Township 1 South, Range 30 West, less the west 20 feet of said parcel taken by Escambia County, a political subdivision of the State of Florida in a condemnation proceeding, according to plat recorded in Deed Book 83, Page 174.

Parcel 3:

115 Olander

Commencing at the Southeast corner of Lot 5, Section 35, Township 1 South, Range 30 West; thence West along the South line of Lot 5 a distance of 527.08 feet to point of beginning; thence continue West 125 feet, thence North at right angles a distance of 276.5 feet; thence East 125 feet; thence South 276.5 feet to point of beginning, all lying and being in Section 35, Township 1 South, Range 30 West, Escambia County, Florida, less and excepting the North 22 feet thereof for road right-of-way.

PNS-05-08119

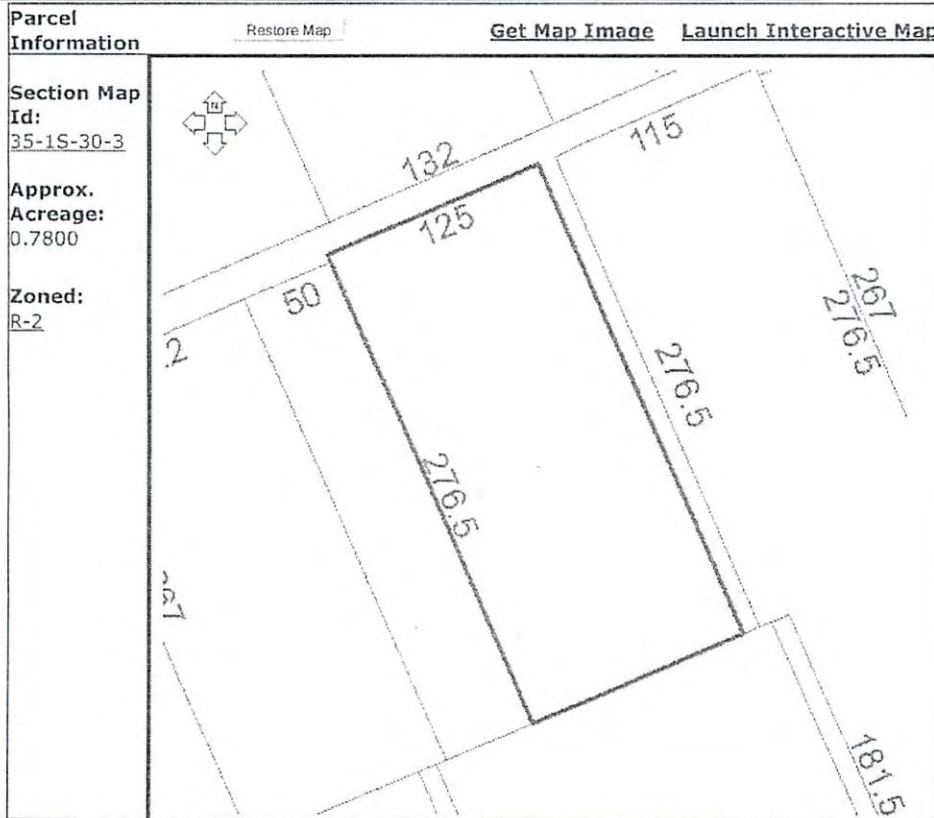
[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2011 Certified Roll Assessment	
Reference:	351S309002004005	Improvements:	\$52,954
Account:	040665000	Land:	\$8,892
Owners:	PENSACOLA CHRISTIAN COLLEGE INC	Total:	\$61,846
Mail:	PO BOX 18000 PENSACOLA, FL 32523	Save Our Homes:	\$0
Situs:	115 OLEANDER DR 32503	Disclaimer	
Use Code:	SINGLE FAMILY RESID	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data				2011 Certified Roll Exemptions	
Sale Date	Book Page	Value	Type	Official Records (New Window)	None
05/2005	5636 228	\$190,000	WD	View Instr	
01/1972	657 877	\$11,400	WD	View Instr	
01/1972	628 756	\$100	QC	View Instr	
01/1967	336 726	\$11,500	WD	View Instr	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court				Legal Description	W 125 FT OF E 652 08/100 FT OF S 276 5/10 FT OF LT 5 S/D PLAT DB 83 P 174 LESS N 22 FT FOR RD R/W...
				Extra Features	WORKSHOP



Survey Parcel #3

Buildings	
Building 1 - Address: 115 OLEANDER DR, Year Built: 1960, Effective Year: 1960	
Structural Elements FOUNDATION-SLAB ON GRADE EXTERIOR WALL-VINYL SIDING NO. PLUMBING FIXTURES-8.00 DWELLING UNITS-1.00 ROOF FRAMING-GABLE ROOF COVER-COMPOSITION SHG INTERIOR WALL-DRYWALL-PLASTER FLOOR COVER-CARPET NO. STORIES-2.00 FLOOR COVER-VINYL/CORK DECOR/MILLWORK-AVERAGE HEAT/AIR-CENTRAL H/AC STRUCTURAL FRAME-WOOD FRAME	
Areas - 2276 Total SF BASE AREA - 1148 GARAGE UNFIN - 228 OPEN PORCH FIN - 184 OPEN PORCH UNF - 196 UPPER STORY FIN - 520	

Images

None

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

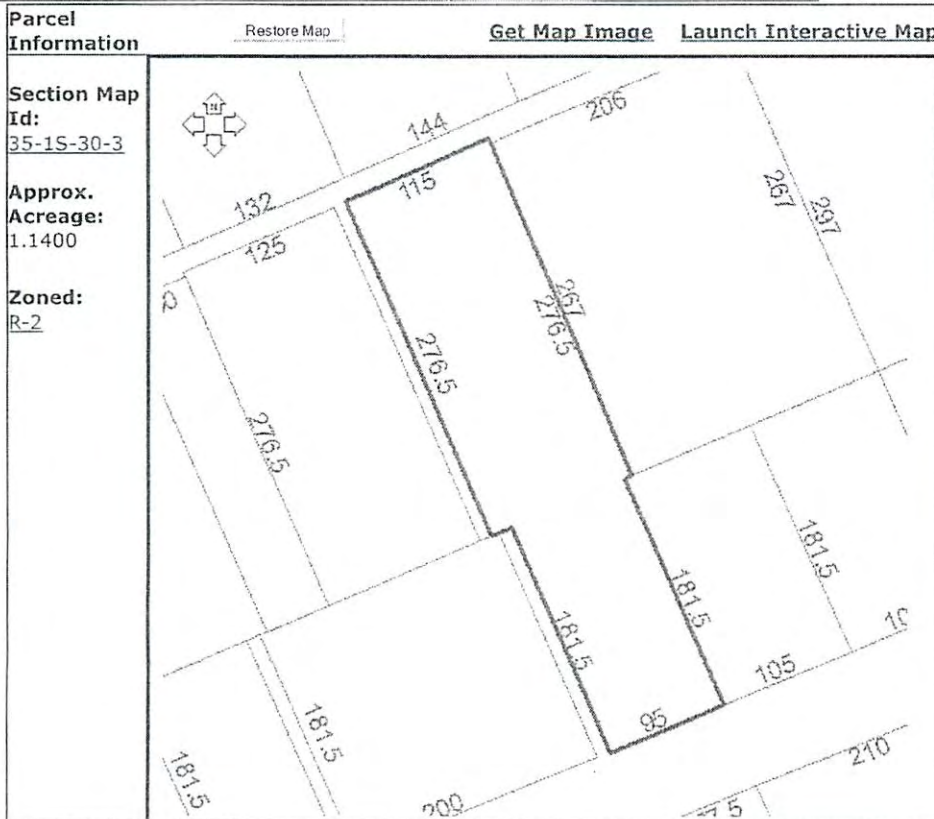
[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2011 Certified Roll Assessment	
Reference:	351S309002003005	Improvements:	\$0
Account:	040664000	Land:	\$12,996
Owners:	PENSACOLA CHRISTIAN COLLEGE INC	Total:	\$12,996
Mail:	PO BOX 18000 PENSACOLA, FL 32523	Save Our Homes:	\$0
Situs:	100 OLEANDER DR BLK 32503	Disclaimer	
Use Code:	VACANT RESIDENTIAL	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data					2011 Certified Roll Exemptions	
Sale Date	Book Page	Value	Type	Official Records (New Window)	None	
05/2005	5636 228	\$190,000	WD	View Instr	<input type="text" value="Legal Description"/>	
01/1974	859 363	\$100	WD	View Instr	LT 17 CUMMINGS S/D PB 1 P 86 LESS W 10 FT FOR CTY DRAINAGE EASEMENT MB A10 P 486/487 ALSO...	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					<input type="text" value="Extra Features"/>	
					None	



Survey Parcel #2

35.00
511.00

PREPARED BY:

RECORD & RETURN TO:

Lawyers Title Ins Corp oper as Lawyers Title Agency
2100 Creighton Road
Pensacola, Florida 32504

File No: PNS-05-08524

This Warranty Deed

Made this 19th day of May, 2005

by **Ellen G. Wulf, an unmarried woman**

hereinafter called the grantor, to

Pensacola Christian College, Inc

whose post office address is: **PO Box 18000, Pensacola, FL**

hereinafter called the grantee:

(Whenever used herein the term "grantor and "grantee" include all the 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 Schedule "A" for legal description -

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 35-1S-30-9002-009-005


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

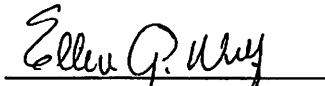
To Have and to Hold, the same in fee simple forever.


And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to **December 31, 2004**.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

1st Witness Sign: 
Print Name: Crystle A. Parker



Ellen G. Wulf

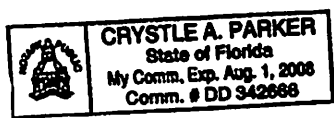
2nd Witness Sign: 
Print Name: Karen Henry

513 Winburn
Schertz, Texas 78158

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me 19th day of May, 2005, by Ellen G. Wulf, an unmarried woman who is personally known to me or who has produced driver license as identification

Notary Signature: 
Print Name: _____
My Commission Expires: _____
(SEAL)

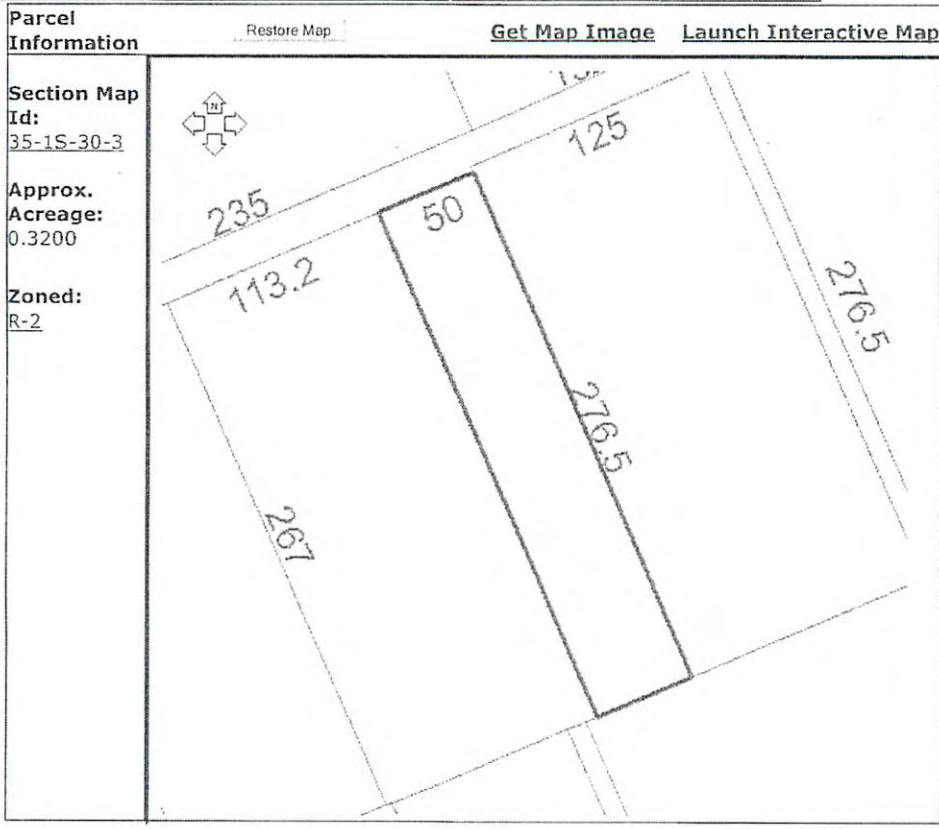


[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information Reference: 351S309002009005 Account: 040670000 Owners: PENSACOLA CHRISTIAN COLLEGE INC Mail: PO BOX 18000 PENSACOLA, FL 32523 Situs: 111 OLEANDER AVE 32503 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		2011 Certified Roll Assessment Improvements: \$16,809 Land: \$3,648 Total: \$20,457 Save Our Homes: \$0 Disclaimer Amendment 1 Calculations																								
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>05/2005</td> <td>5645</td> <td>44</td> <td>\$73,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>09/2002</td> <td>4980</td> <td>1660</td> <td>\$32,900</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>10/1988</td> <td>2613</td> <td>713</td> <td>\$7,600</td> <td>TD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court		Sale Date	Book	Page	Value	Type	Official Records (New Window)	05/2005	5645	44	\$73,000	WD	View Instr	09/2002	4980	1660	\$32,900	WD	View Instr	10/1988	2613	713	\$7,600	TD	View Instr	2011 Certified Roll Exemptions None Legal Description W 50 FT OF E 702 08/100 FT OF LT 5 W OF L AND N RR OR 5645 P 44 Extra Features UTILITY BLDG
Sale Date	Book	Page	Value	Type	Official Records (New Window)																					
05/2005	5645	44	\$73,000	WD	View Instr																					
09/2002	4980	1660	\$32,900	WD	View Instr																					
10/1988	2613	713	\$7,600	TD	View Instr																					



Survey Parcel #4

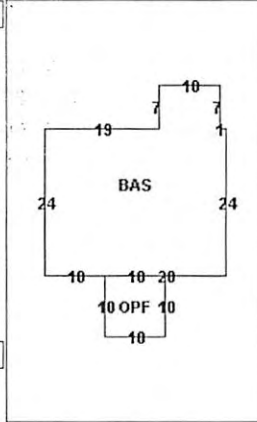


Buildings

Building 1 - Address:111 OLEANDER AVE, Year Built: 1953, Effective Year: 1953

Structural Elements

- FOUNDATION-WOOD/NO SUB FLR**
- EXTERIOR WALL-SIDING-SHT.AVG.**
- NO. PLUMBING FIXTURES-3.00**
- DWELLING UNITS-1.00**
- ROOF FRAMING-GABLE**
- ROOF COVER-COMPOSITION SHG**
- INTERIOR WALL-DRYWALL-PLASTER**
- FLOOR COVER-CARPET**
- NO. STORIES-1.00**
- DECOR/MILLWORK-BELOW AVERAGE**
- HEAT/AIR-WALL/FLOOR FURN**
- STRUCTURAL FRAME-WOOD FRAME**



Areas - 890 Total SF

BASE AREA - 790

OPEN PORCH FIN - 100

Images



8/29/02

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.

Last Updated:07/13/2012 (tc.1266)

Schedule "A"

The West 50 feet of the East 702.08 feet of Lot 5 West of L & N Railroad, as more particularly described in Official Records Book 179, Page 777, being in Section 35, Township 1 South, Range 30 West, Escambia County, Florida. LESS AND EXCEPT the North 30 feet thereof for road right of way.

PNS-05-08524

PREPARED BY:

RECORD & RETURN TO:

Lawyers Title Ins Corp oper as Lawyers Title Agency
2100 Creighton Road
Pensacola, Florida 32504

File No: PNS-05-07367

This Warranty Deed

Made this 16th day of February, 2005

by William J. Grant and Margaret A. Grant, an unmarried woman as tenants in common with rights of survivorship

hereinafter called the grantor, to

Pensacola Christian College Inc.

whose post office address is: **PO Box 18000, Pensacola, FL 32523**

hereinafter called the grantee:

(Whenever used herein the term "grantor and "grantee" include all the 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 Schedule "A" for legal description -
- Property is not the constitutional homestead of William J. Grant as he does not reside thereon.

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 35-1S-30-9002-006-005

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 the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to **December 31, 2004.**

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

1st Witness Sign:

Print Name:

Crystal A. Parker
Crystal A. Parker

William J. Grant
William J. Grant

2nd Witness Sign:

Print Name:

Crystal B. Davis
Crystal B. Davis

Margaret A. Grant
Margaret A. Grant

BY: *William J. Grant per attorney in fact*
William J. Grant per attorney in fact
7050 Crawford Manor
Toccoa, GA 30577

State of Florida

County of Escambia

The foregoing instrument was acknowledged before me 16th day of February, 2005, by William J. Grant, individually and as attorney in fact for Margaret A. Grant, who is personally known to me or who has produced driver license as identification

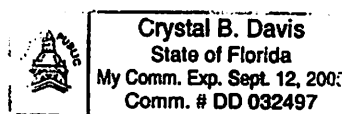
Notary Signature:

Print Name:

My Commission Expires:

(SEAL)

Crystal B. Davis
Crystal B. Davis



Schedule "A"

That portion of the Francisco Vidal Grant, Section 35, Township 1 South, Range 30 West, described as follows, to wit; Begin at the Southeastern corner of Lot 5 of said grant lying West of the right of way of the L & N Railroad and run Westward along its Southern line 9.88 chains to the starting point of this description; thence continue along its Southern line 2.47 chains, thence Northward parallel to the railroad 4.54 chains, more or less, to a point 30 feet from the Northern line, thence Eastward parallel to said Northern line 2.47 chains, thence Southward parallel to the railroad 4.54 chains, more or less, to the starting point, less the East 50 feet of the above described property as shown in Deed Book 368, Page 421, and less and except that portion of the above described property lying in road right of way, all lying and being in Escambia County, Florida.

PNS-05-07367

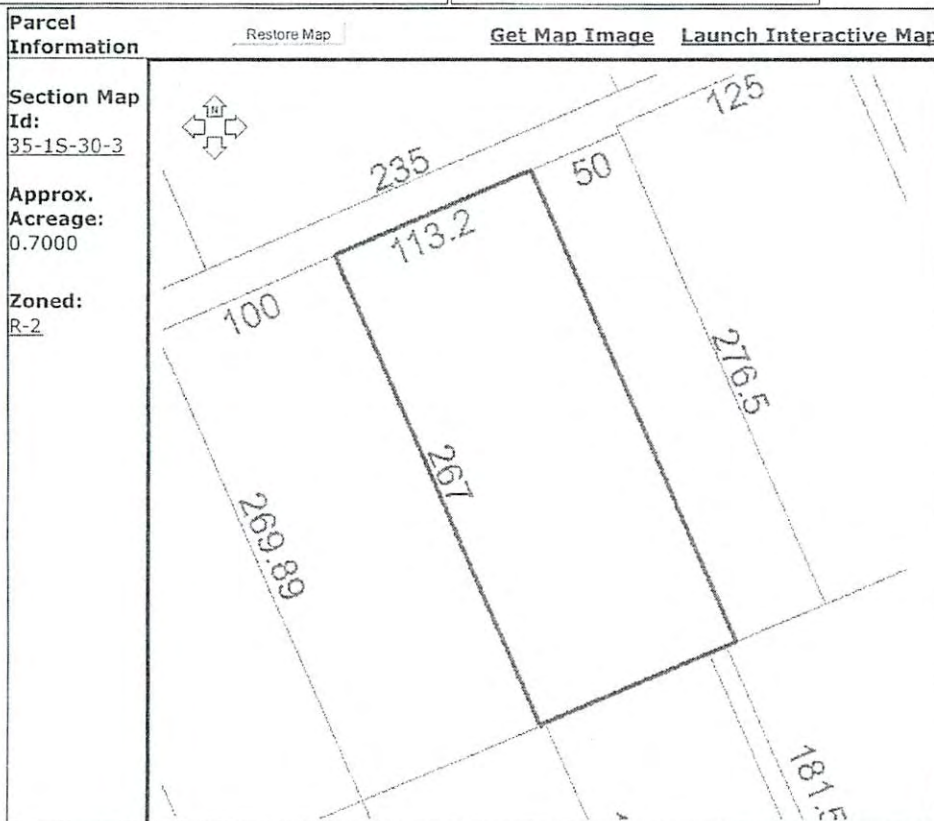
[Back](#)

Source: Escambia County Property Appraiser

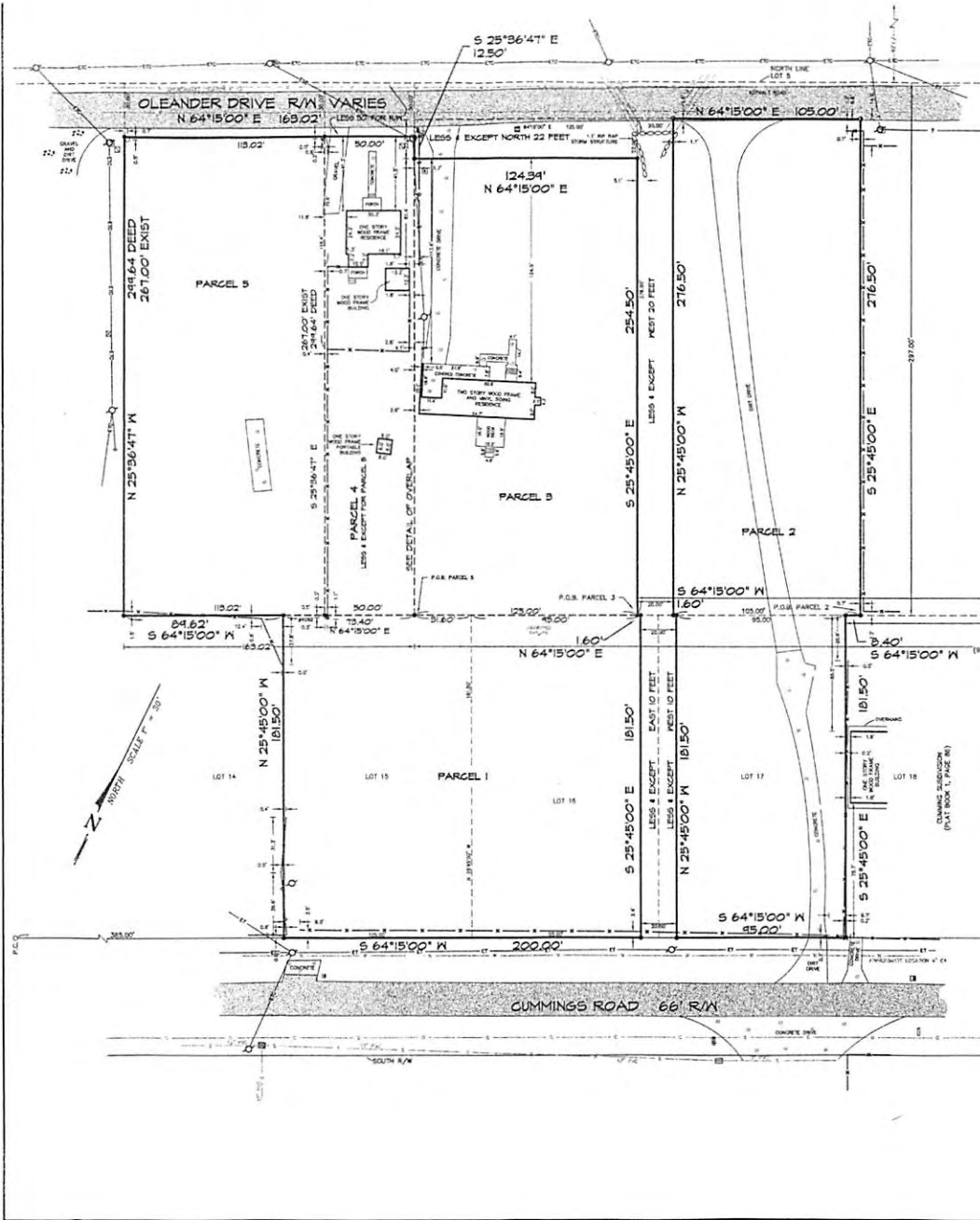
[Restore Full Page Version](#)

General Information		2011 Certified Roll Assessment	
Reference:	351S309002006005	Improvements:	\$0
Account:	040667000	Land:	\$7,980
Owners:	PENSACOLA CHRISTIAN COLLEGE INC	Total:	\$7,980
Mail:	PO BOX 18000 PENSACOLA, FL 32523	Save Our Homes:	\$0
Situs:	107 OLEANDER ST 32503	Disclaimer	
Use Code:	VACANT RESIDENTIAL	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data		2011 Certified Roll Exemptions	
Sale Date	Book Page Value Type	Official Records (New Window)	None
02/2005	5583 1289 \$39,000 WD	View Instr	
05/1989	2704 996 \$100 WD	View Instr	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
		Legal Description	BEG AT SE COR OF LT 5 OF VIDAL GRANT W OF R/W OF L AND N RR WLY ALG S LI 9 88/100 CHAINS FOR POB...
		Extra Features	None



Survey Parcel #5



LEGAL DESCRIPTION:
Parcel 1:
Lots 5 and 16, of the Cummins Subdivision, a subdivision of a part of Section 35, Township 1 South, Range 30 West, as described upon plat of said subdivision of record in Plat Book 1, 2d Page 66, of the Public Records of Escambia County, Florida, less the East 10 feet of said Lot 5, taken by Escambia County, Florida, in Consommation Proceedings.

Parcel 2:
Lot 11 in Cummins Subdivision as shown on plat of said subdivision of record in Plat Book 1 at Page 66 of the public records of Escambia County, Florida, less the East 10 feet, and, also, the following described property: Begin at the Southeast corner of Lot 5, Section 35, (Francisco Vidal Grant), Township 1 South, Range 30 West, thence run West along the south line of said Lot 5, 402.00 feet for point of beginning, thence continue West 125 feet, thence run North at right angles 276.5 feet, thence run East 125 feet, thence run South 276.5 feet to the point of beginning, all lying and being in said Section 35, Township 1 South, Range 30 West, less the East 20 feet of said parcel taken by Escambia County, a political subdivision of the State of Florida, in a consummation proceeding, according to plat recorded in Deed Book 63, Page 174.

Parcel 3:
Commencing at the Southeast corner of Lot 5, Section 35, Township 1 South, Range 30 West, thence West along the South line of Lot 5 a distance of 307.00 feet to point of beginning, thence continue West 125 feet, thence North at right angles a distance of 276.5 feet, thence East 125 feet, thence South 276.5 feet to point of beginning, all lying and being in Section 35, Township 1 South, Range 30 West, Escambia County, Florida, less and excepting the North 22 feet thereof for road right-of-way.

Parcel 4:
The West 50 feet of the East 702.00 feet of Lot 5, West of L. & N Railroad, as more particularly described in Official Record Book 77, page 777, being in Section 35, Township 1 South, Range 30 West, Escambia County, Florida. Less and Except the North 30 feet thereof for road right of way.

Parcel 5:
That portion of the Francisco Vidal Grant, Section 35, Township 1 South, Range 30 West, described as follows, to wit: Begin at the Southeastern corner of Lot 5 of said grant lying West of the right of way of the L. & N Railroad and run Westward along the Southern line 4.00 chains (852.00 feet) to the starting point of the description, thence continue along its Southern line 2.41 chains (482.00 feet), thence Northward parallel to the railroad 4.54 (248.64 feet) chains, more or less, to a point 50 feet from the Northern line, thence Eastward parallel to said Northern line 2.41 chains (482.00 feet), thence Southward parallel to the railroad 4.54 (248.64 feet) chains, more or less, to the starting point, less the East 50 feet of the above described property, as shown in Deed Book 368, Page 421, and less and except that portion of the above described property lying in road right of way, all lying and being in Escambia County, Florida.

SURVEYOR'S NOTES:
1. Subject to setbacks, easements and restrictions of record.
2. This survey is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This survey does not reflect or determine ownership.
4. This drawing only reflects setback lines which appear on the recorded plat. The property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
5. Footers and foundations below natural grade not located.

LEGEND:

R/W	Right of way	●	1/2" Capped iron rod # noted
P.O.B.	Point of beginning	×	hole set in concrete
P.O.C.	Point of commencement	○	potter meter
P.C.	Point of curvature	⊙	gas meter
P.T.	Point of tangency	⊗	telephone equipment
●	1/2" capped iron rod set #1073	⊗	sprinkler control valve
○	1" iron pipe found	⊗	potter faucet
●	Permanent control point set #1073	⊗	backflow preventor
⊙	Power pole	⊗	gas line
—	Electric line	⊗	water line
—	Cable line	⊗	
—	Telephone line	⊗	
—	Flood fence	⊗	
—	Chain link fence	⊗	
—	Wire fence	⊗	

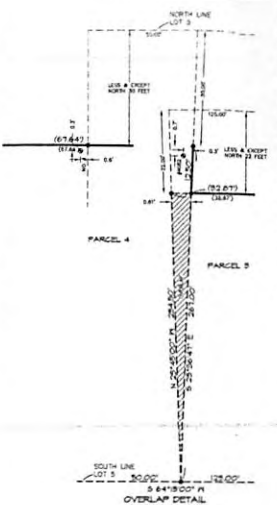


Exhibit B

Measurements made in accordance with United States Standards.
Being Reference: NORTH BASED ON THE INTERSECTION BOX GRASSING ROAD
Ordered By: **MRS. BOB CHAPPELL**
Escambia County, Florida, APPLICANT: **REPAIR**
Improvements: **FENCES, ASPHALT, REPAIR**
SUBDIVISION: **L. & N. RAILROAD, 100' R/W, DEED BOOK 63, PAGE 174.**

A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF A PORTION OF SECTION 35, T-1-S, R-30-W

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVID HENRY BLVD., SUITE 3
TALLAHASSEE, FLORIDA 32310
Phone (904) 844-8844 Fax (904) 844-8844
Email: info@pittman-glaze.com

I hereby certify that this survey was made under the supervision of the undersigned, a duly Licensed Professional Surveyor and Member in Good Standing of the Florida Board of Professional Surveyors & Mappers in accordance with the provisions of Chapter 473, Florida Statutes, and that the same is true and correct to the best of my knowledge and belief.

David D. Glaze
David D. Glaze Surveyor #14444
Walker J. Glaze Surveyor #14150
Paul J. Glaze Surveyor #14150

SHEET 1 OF 1

Scale: 1" = 30'

File No. C-2159
Job No. 2012-02
Date of Plat. 7-26-12
Date of Survey 7-26-12
FB 1408 JV 21-22
FB
Drawn by: **PM4**

BROYLES GREGORY L
106 CUMMINGS RD
PENSACOLA FL 32503

PENSACOLA CHRISTIAN
COLLEGE INC
PO BOX 18000
PENSACOLA FL 32523

EDDINS CLYDE W SR & JULIA B
135 CUMMINGS RD
PENSACOLA FL 32503

LOUIE EMILY F
105 CUMMINGS RD
PENSACOLA FL 32503

MIDDLETON RUBIN & JOSIE
24 CUMMINGS RD
PENSACOLA FL 32503

RUCKER LLOYD C & IMOGENE
1845 ELMHURST DR
CLEARWATER FL 33765

GARY RITA
202 E ST JOHN ST
PENSACOLA FL 32503

FAUST GREGG T
198 ST JOHN ST
PENSACOLA FL 32503

13 ORLEANDER TRUST
29 CUMMINGS RD
PENSACOLA FL 32503

FRANCIS KEITH T & SUSAN T
127 OLEANDER ST
PENSACOLA FL 32503

TAYLOR GREGORY A &
MELINDA K
110 CUMMINGS RD
PENSACOLA FL 32503

CARTER THOMAS K
128 CUMMINGS RD
PENSACOLA FL 32503

ROPKE DORIS
129 CUMMINGS RD
PENSACOLA FL 32503

JEKEL BRIAN T & MARLENE R
26 CUMMINGS RD
PENSACOLA FL 32503

NEW GEORGE
3640 NEWS RD
WILLIAMSBURG VA 23188-7707

BOWEN SAMUEL H & NEVA M
103 OLEANDER ST
PENSACOLA FL 32503

SHUFORD THOMAS S JR
7185 SCHWAB DR
PENSACOLA FL 32504

HARVEY KEITH L
366 AIRPORT BLVD
PENSACOLA FL 32503

POWELL NAPOLEON
6950 COMMUNITY DR
PENSACOLA FL 32526

PITTMAN JESSIE & ERNESTINE
1724 EDISON
DETROIT MI 48206

UNITED STATES OF AMERICAC/O
URS ATTN BRIGIT K FLORES
10687 GASKINS WAY STE 101
MANASSAS VA 20109

NGUYEN THANH QUOC
2944 CORAL STRIP PKWY
GULF BREEZE FL 32563

BLACKBURN LARRY D
PO BOX 6502
PENSACOLA FL 32503

BROWN BRENDAN & VERONICA
104 CUMMINGS RD
PENSACOLA FL 32503

BOWEN S H & NEVA M
106 OLEANDER ST
PENSACOLA FL 32503

HOVIND ERIC
5800 NORTH W ST SUITE 9
PENSACOLA FL 32505

MAJORS JAMES F JR
126 OLEANDER ST
PENSACOLA FL 32503

HARTBARGER CARL T
109 SOUTHERN ST
PENSACOLA FL 32503

GULF COAST COMMUNITY
BANK
40 N PALAFOX ST
PENSACOLA FL 32502

FLOWERS LEO
125 MEMORY LN
PENSACOLA FL 32503

HABER ANGELA M
3822 PRYTANIA ST NEW
ORLEANS LA 70115

SKINNER JOYCE M
28 CUMMINGS RD
PENSACOLA FL 32503

THE FISHER COMPANY LLC
274 SEVERIN
PENSACOLA FL 32503

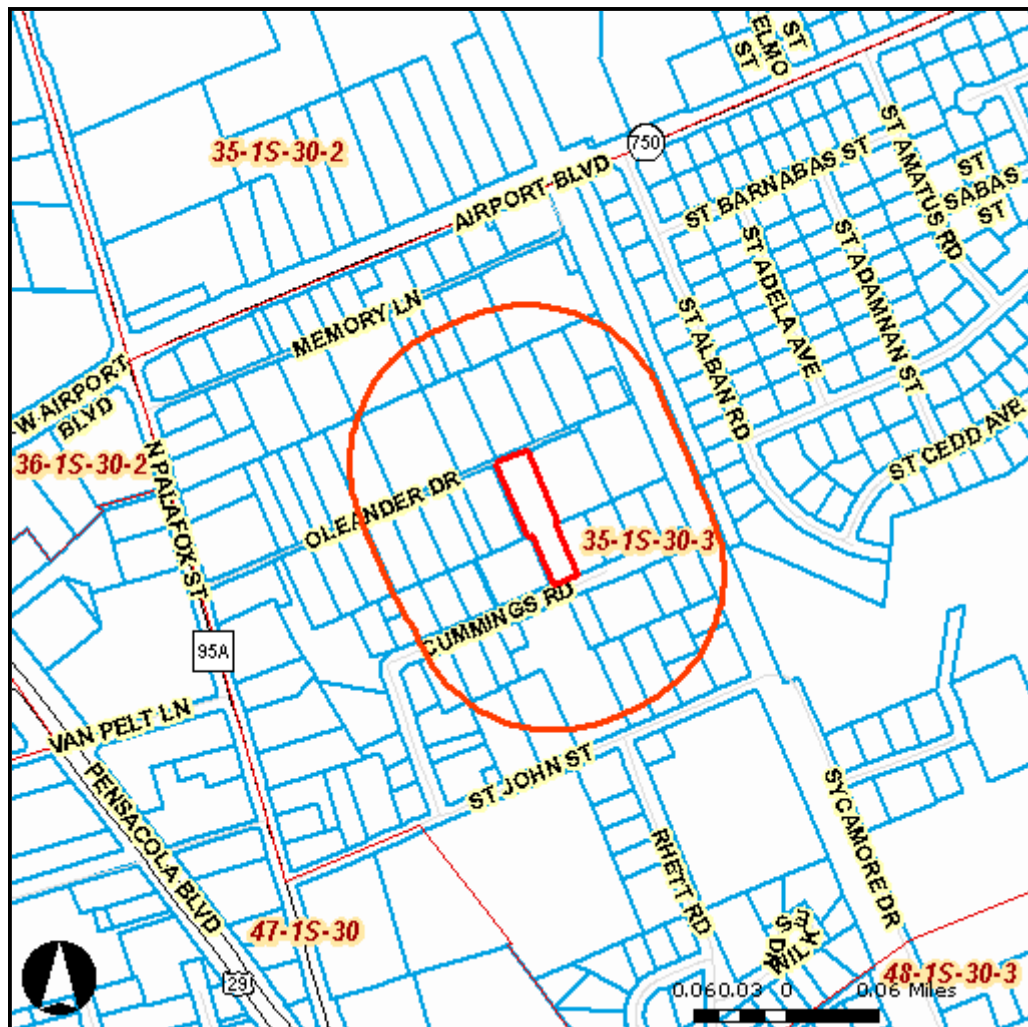
STUCKEY E C & CHRISTINA
103 MEMORY LN
PENSACOLA FL 32503

MAJORS SYBIL D
7 OLEANDER DR
PENSACOLA FL 32503

LAY GORDON K
10 OLEANDER ST
PENSACOLA FL 32503

DUBLIN TIMOTHY P
100 CUMMINGS RD
PENSACOLA FL 32503

ECPA Map



Map Grid



Major Roads

- City Road
- County Road
- Interstate
- State Road
- US Highway

All Roads

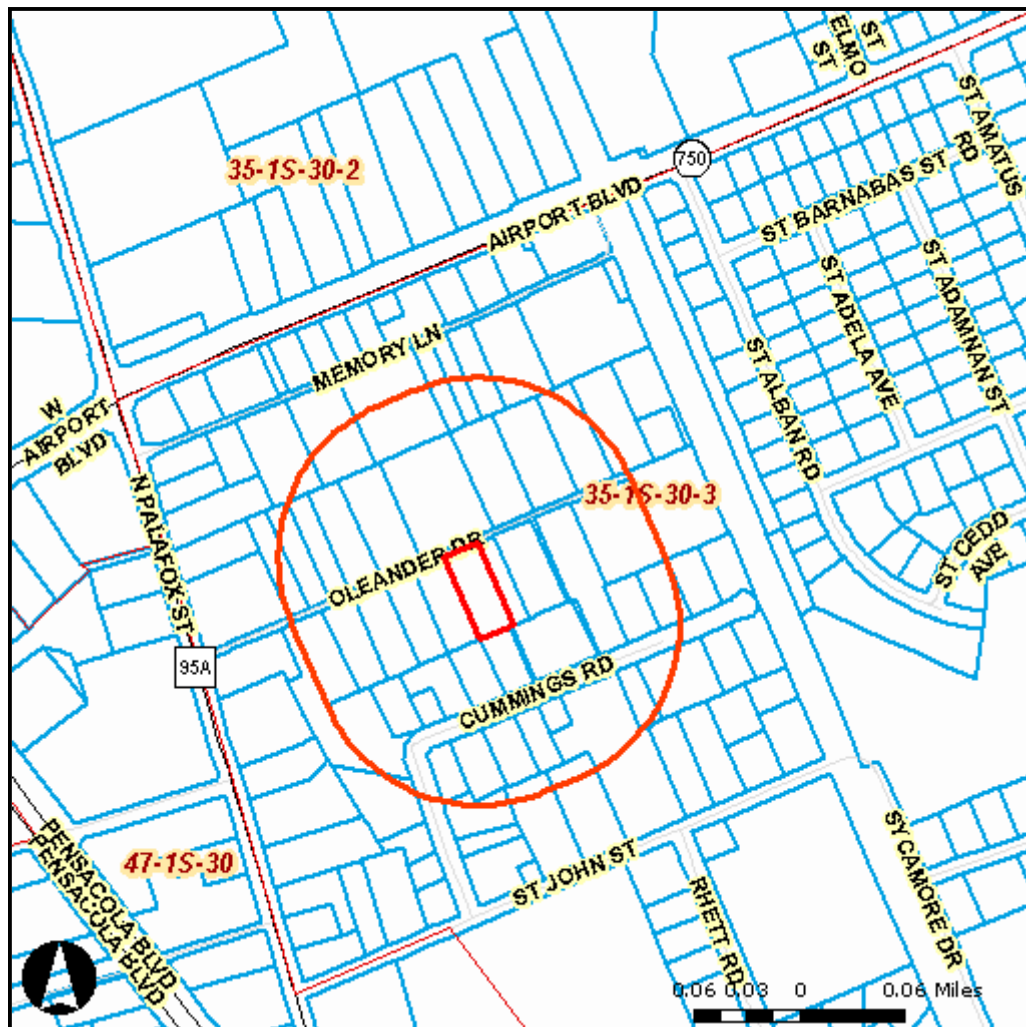


Property Line



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.

ECPA Map



Map Grid



Major Roads

- City Road
- County Road
- Interstate
- State Road
- US Highway

All Roads

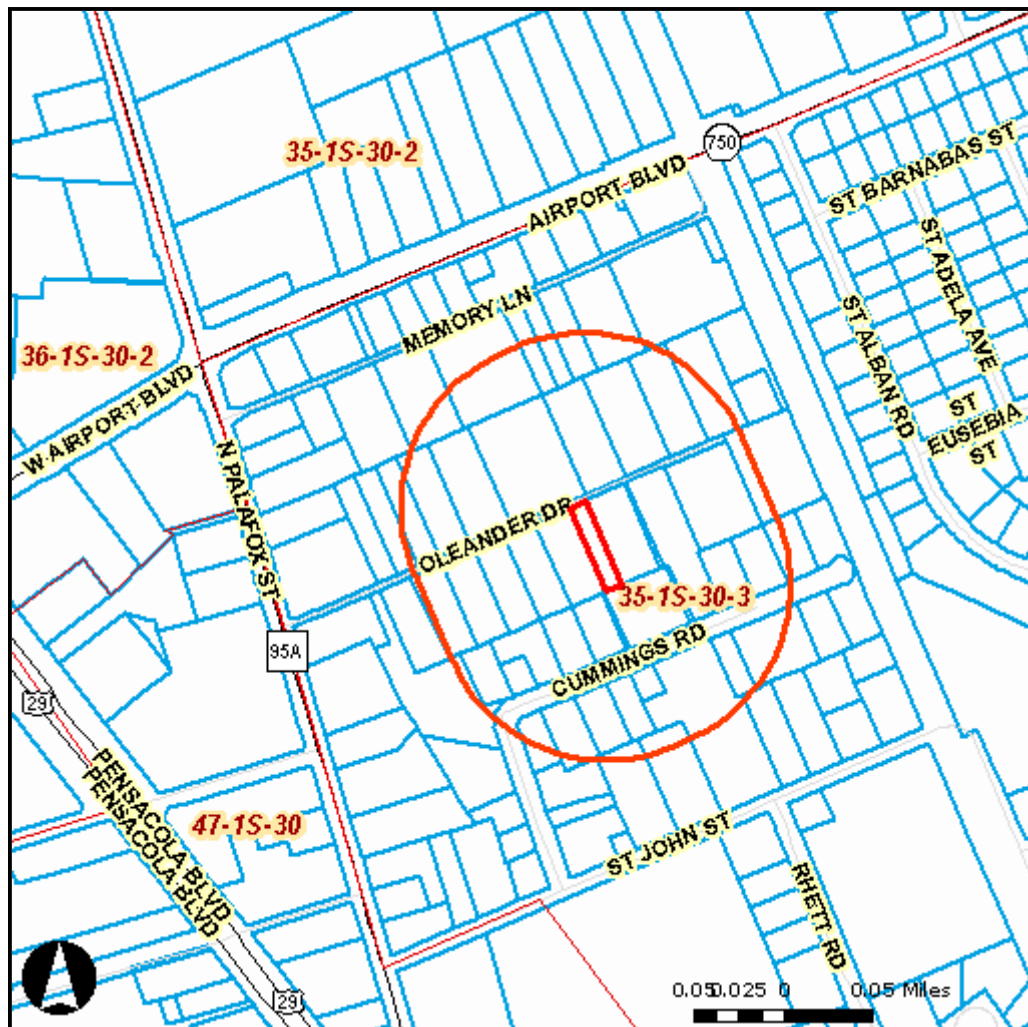


Property Line



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ECPA Map



Map Grid



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- State Road
- US Highway

All Roads

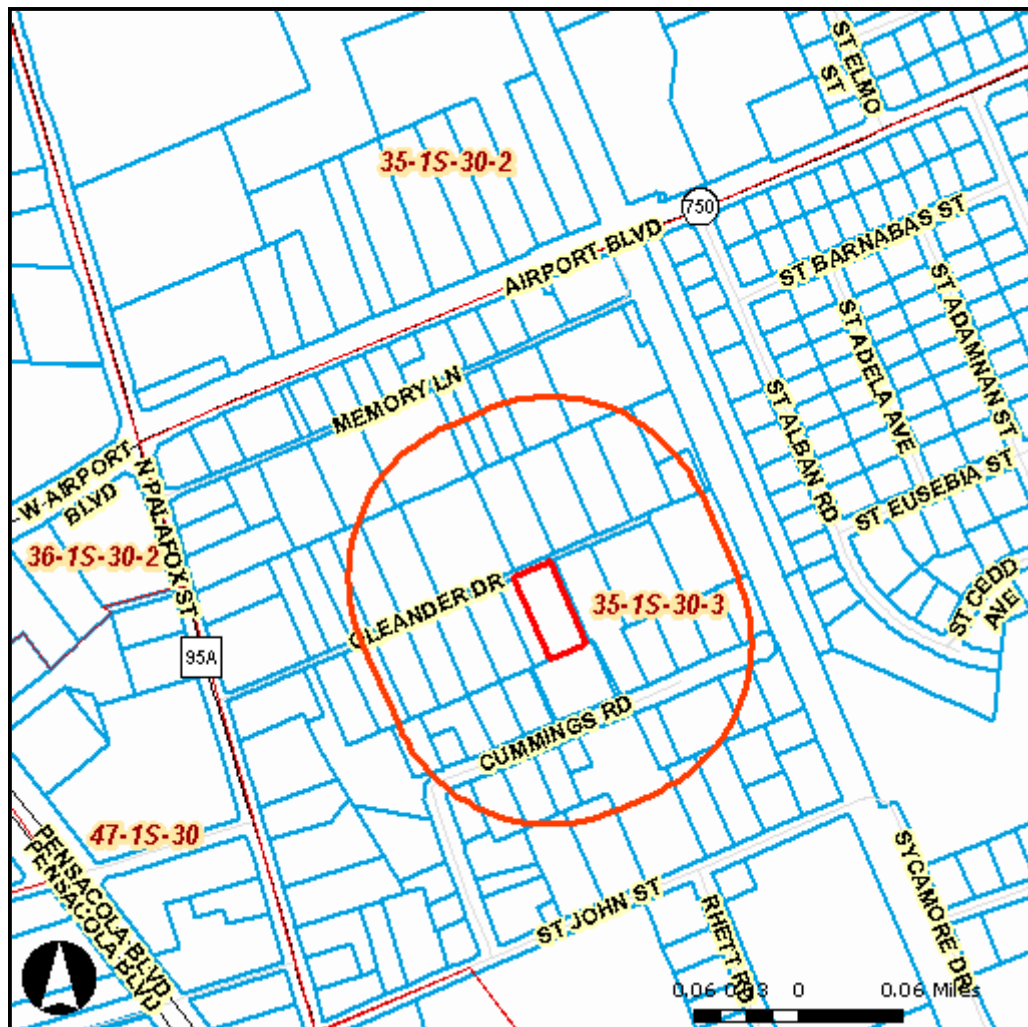


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ECPA Map



Map Grid



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All Roads

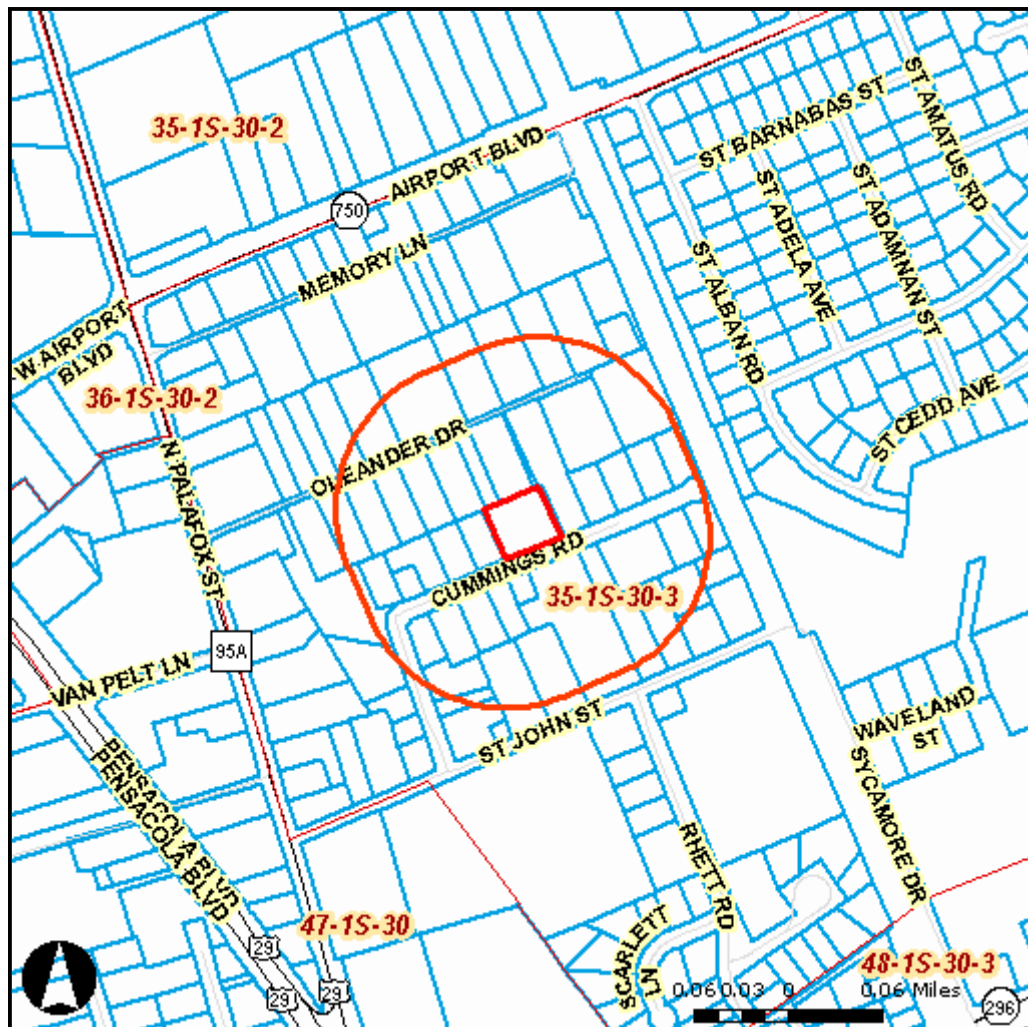


Property Line



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ECPA Map



Map Grid



Major Roads

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All Roads



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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

WITNESS

Please Print Clearly

Meeting Date: 9/10/2012

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2012-20

OR

Agenda Item Number/Description:

In Favor Against

*Name: ~~Z-2012-20~~ Jesse W. Rigby

*Address: Clark Partington Mart
125 N. Romana St. *City, State, Zip: Pensacola 32501
Suite 800

Email Address: jrigby@cphlaw.com Phone: 434-3282

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.
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.



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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Witness #1
Engineer
no qualified
as expert.

Meeting Date: 9/10/12

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: E-2012-20

OR

Agenda Item Number/Description:

In Favor Cumming Paved Rezoning Against

*Name: Kenneth C. Horne

*Address: 7650 LeJeune Dr. *City, State, Zip: Pensacola, FL 32514

Email Address: ken@kh-a.com Phone: 850-471-9005

Please indicate if you:

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

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Taxes
Traffic
septic

Please Print Clearly

Meeting Date: 9-10-12

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-20

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

 In Favor Against

*Name: Josie Middleton

*Address: 24 Cummings Rd *City, State, Zip: Pensacola, FL 32503

Email Address: _____ Phone: 850 549 2971

Please indicate if you:

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Did not Speak

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(850) 595-3475 - Phone
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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 9-10-2012

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: 2-2012-20

OR

Agenda Item Number/Description: _____

In Favor Against

*Name: BRENT PHILLIPS

*Address: 250 BRENT LANE *City, State, Zip: PENSACOLA, FL 32503

Email Address: bphilips@pcc.edu Phone: _____

Please indicate if you:

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

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

All items with an asterisk * are required.

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Z-2012-21

37

1 and polices of the Comprehensive Plan and is not in
 2 conflict with any portion of the County's Land
 3 Development Code?
 4 MR. RICHARSON: Yes.
 10:06AM 5 MR. BRISKE: Please proceed.
 6 MR. RICHARSON: As you notice, this parcel is
 7 split zoning, and I would like to bring
 8 it up to the Land Development Code and make it
 9 consistent with one zoning.
 10:06AM 10 The findings appear to be consistent with the
 11 County. It's compatible with all the neighborhood
 12 business enterprises. And it meets all the criteria
 13 as outlined, and I do agree with the findings.
 14 MR. BRISKE: Okay. Very good. Board members,
 10:06AM 15 do you have any questions for Mr. Richardson at this
 16 time?
 17 MS. SINDEL: No.
 18 MR. BRISKE: Sir, if you'll just have a seat.
 19 And we'll ask the Staff members to present on that
 10:07AM 20 side.
 21 MR. FISHER: Again, John Fisher, urban planner.
 22 This is a rezoning from – a split zoned rezoning
 23 from R-6, Neighborhood Commercial and Residential,
 24 high density, ID-1, Light Industrial District. This
 10:07AM 25 is nonresidential uses allowed. They want to rezone
 TAYLOR REPORTING SERVICES, INCORPORATED

38

1 it to ID-1, Light Industrial District,
 2 nonresidential uses allowed.
 3 The applicant has met all the criteria.
 4 Staff doesn't find any conflicts with the Land
 10:07AM 5 Development Code or Future Land Use or any of the
 6 other criteria.
 7 MR. BRISKE: Okay. Board members, any
 8 questions for Staff at this time?
 9 Okay. I do not have anyone signed up from the
 10:08AM 10 general public to speak. Is there anyone here that
 11 has any questions on the six criterion?
 12 Okay. Hearing none, Mr. Richardson, do you
 13 have anything else to add to your case, sir?
 14 MR. RICHARSON: No, sir.
 10:08AM 15 MR. BRISKE: Board members, pleasure of the
 16 Board.
 17 MR. GOODLOE: A motion, Mr. Chairman.
 18 MR. BRISKE: Yes, sir.
 19 MR. GOODLOE: I recommend that we approve the
 10:08AM 20 rezoning application Z-2012-19 from R-6 to ID-1 to
 21 the Board of County Commissioners and adopt the
 22 Findings-of-fact provided in the rezoning hearing
 23 package.
 24 MS. SINDEL: Second.
 10:08AM 25 MR. BRISKE: We have a motion and a second.
 TAYLOR REPORTING SERVICES, INCORPORATED

39

1 Any discussion on the case?
 2 All those in favor, say aye.
 3 (Board members vote.)
 4 MR. BRISKE: Opposed?
 08:35AM 5 (None.)
 6 MR. BRISKE: The motion carries unanimously.
 7 MR. RICHARDSON: Thank you.
 8 MR. BRISKE: Good to go, sir. It will go to
 9 the County Commissioners now.
 10:09AM 10 I certainly like Mr. Woodward's suggestion on
 11 moving forward when everybody is in agreement.
 12 Thank you, sir.
 13 And while I'm thanking everyone, thank you, Ms.
 14 Davis for bringing breakfast for everyone this
 10:09AM 15 morning. We appreciate that.
 16
 17 *****
 18
 19
 20
 21
 22
 23
 24
 25
 TAYLOR REPORTING SERVICES, INCORPORATED

40

1 Z-2012-21
 2
 3 Applicant: Oanh Tran, Agent for Raymond Ayers, Owner
 Address: 4100 W Fairfield Dr
 4 From: R-2, Residential District (cumulative)/C-1,
 Retail Commercial District (cumulative)
 5 To: C-1, Retail Commercial District (cumulative)
 6
 7
 8 MR. BRISKE: Our next case is Case Z-2012-21.
 9 And forgive me if I've got your name incorrect here,
 10:09AM 10 sir. Is it Oanh Tran?
 11 MR. TRAN: It's Oanh, sir.
 12 MR. BRISKE: Okay. Oanh Tran, as agent for
 13 Raymond Ayers, the owner.
 14 MR. WOODWARD: Is it 20 or 21?
 10:09AM 15 MR. BRISKE: I believe we have it on the agenda
 16 as 21 because – I think we did that intentionally
 17 because we were trying to save some of the cases
 18 that have a little more meat to them. So this is
 19 Case 21 everyone, 2012-21. 4100 West Fairfield
 10:10AM 20 Drive. R-2, Residential District, to a C-1,
 21 Commercial District.
 22 Members of the Board, once again, has there
 23 been any ex parte communication with you, the
 24 applicant's agents, attorneys, witnesses, members of
 10:10AM 25 the public or other Planning Board members? Also
 TAYLOR REPORTING SERVICES, INCORPORATED

41

1 ask if you visited the subject property and if you
 2 are a relative or associate of any of the parties.
 3 Ms. Oram.
 4 MS. ORAM: No to all.
 10:10AM 5 MS. HIGHTOWER: No to all.
 6 MR. GOODLOE: No, except I am familiar with the
 7 site.
 8 MR. BRISKE: Thank you.
 9 MR. WOODWARD: No to all.
 10:10AM 10 MR. BRISKE: The Chairman, no to all.
 11 MR. TATE: No to all.
 12 MS. DAVIS: No to all of the above.
 13 MR. WINGATE: I visited the site, but I drive
 14 by only.
 10:10AM 15 MS. SINDEL: No to all, but I am familiar with
 16 the site.
 17 MR. BRISKE: Thank you, Board Members. Staff,
 18 was notice of the hearing sent to all interested
 19 parties?
 10:10AM 20 MS. CAIN: Yes, it was.
 21 MR. BRISKE: And did we have it also posted on
 22 the subject property?
 23 MS. CAIN: Yes, we did.
 24 MR. BRISKE: And if you'll go through the
 10:11AM 25 photographs, please.
 TAYLOR REPORTING SERVICES, INCORPORATED

42

1 MS. CAIN: This is the locational and wetlands
 2 map. This is the 500 foot zoning map showing the
 3 parcel. It is also a split parcel, C-1 and R-2, the
 4 front half being C-1. This is the future land use
 10:11AM 5 showing commercial future land use with surrounding
 6 commercial and mixed used urban. This is the
 7 existing land use map. And this is the aerial map
 8 of the subject parcel. This is our public notice
 9 sign posted on the site.
 10:11AM 10 This is looking on to the subject parcel. This
 11 is looking across the street, looking south from the
 12 property. This is looking east from the subject
 13 property. Looking north. This is looking west from
 14 the subject parcel along Fairfield. This is the 500
 10:12AM 15 foot radius map from Chris Jones. And this is our
 16 500 foot radius mailing list that we sent out.
 17 MR. BRISKE: Board members, any questions on
 18 the photography or locational maps?
 19 MS. SINDEL: No.
 10:12AM 20 MR. BRISKE: Okay. Hearing none. Mr. Tran,
 21 would you please come forward. Good morning. If
 22 you'll be sworn in, please.
 23 (WHEREUPON, Mr. Tran was sworn).
 24 MR. BRISKE: Thank you, sir. If you'll please
 10:12AM 25 state your name and address for the record.
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43

1 MR. TRAN: My name is Oanh Tran.
 2 MR. BRISKE: And, sir, did you receive a copy
 3 of the Staff's Findings-of-Fact?
 4 MR. TRAN: Yes, sir.
 10:12AM 5 MR. BRISKE: And do you understand that you
 6 have the burden of providing substantial competent
 7 evidence that your rezoning request is consistent
 8 with the Comprehensive Plan, furthers the goals,
 9 objectives and policies of that plan and is not in
 10:12AM 10 conflict with any portion of the Land Development
 11 Code?
 12 MR. TRAN: Yes, sir.
 13 MR. BRISKE: Okay, sir. Please proceed.
 14 MR. TRAN: Okay. As an agent for Mr. Raymond
 10:13AM 15 Ayers, I respectfully request for the rezoning at
 16 the 4100 West Fairfield in Pensacola. The criteria
 17 in Number 1 is very consistent with the
 18 Comprehensive Plan.
 19 And 2 is also consistent with this code. It's
 10:13AM 20 5,576 square hundred foot. The whole building is
 21 intact. We're not going to do any change with it.
 22 We're just going to regut it inside, just remodel
 23 inside to change this over as a convenience store.
 24 Number 3 is compatible with the surrounding
 10:13AM 25 uses. All in front was the commercial, and across
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44

1 the street is a – right now, is a leased building.
 2 It's also a convenience store. So we want to see if
 3 we can swap over and – the land across and move it
 4 over.
 10:14AM 5 Number 4, change of condition. It's the same.
 6 We're not going to do any change. We're not going
 7 to demo. We're just going to keep the building the
 8 same, in place.
 9 And the effect of the development is still the
 10:14AM 10 same, it's no change.
 11 MR. BRISKE: Okay. Any questions for Mr. Tran?
 12 MS. SINDEL: No.
 13 MR. BRISKE: Okay. Sir, if you'll just have a
 14 seat and we'll have the Staff do their part of the
 10:14AM 15 presentation.
 16 MS. CAIN: Case Z-2012-21. 4100 West
 17 Fairfield.
 18 MR. BRISKE: Allyson, would you state your name
 19 and position, because it's a new case.
 10:14AM 20 MS. CAIN: Allyson Cain, urban planner.
 21 MR. BRISKE: Thank you. Sorry.
 22 MS. CAIN: This is going from rezoning from R-2
 23 and C-1 to C-1, Retail and Commercial.
 24 This property met with all but one of the
 10:15AM 25 criteria. Criteria 3, which is compatible with
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45

1 surrounding uses. It's not compatible with the
 2 surrounding uses in the area. There were apartment
 3 complexes, a nursing home, a church, mobile homes
 4 and a vacant parcel. And then there were 41 single
 10:15AM 5 family homes within the 500 foot radius.
 6 But, also, this parcel is road frontage along
 7 an arterial roadway of Fairfield Drive. And there
 8 are several existing commercial businesses on the
 9 same side of the road. And then even without –
 10:15AM 10 outside of the 500 foot radius there are some
 11 commercial parcels, such as down to the west, I
 12 believe, it's Lowe's. So there are some commercial
 13 businesses on the arterial of Fairfield Drive.
 14 But other than that, the property met all the
 10:15AM 15 other criteria with the exception of Criteria 3.
 16 MR. BRISKE: Okay. Board members.
 17 MR. WOODWARD: Isn't that strip along there
 18 just kind of spotty? There's some houses and then
 19 there's a bank and a couple of restaurant buildings.
 10:16AM 20 You keep going east and you –
 21 MS. CAIN: If you keep going toward Mobile
 22 Highway there's a restaurant. There's a, I think, a
 23 laundromat further on the same side of the road.
 24 Right next to it there's a jewelry repair place.
 10:16AM 25 MR. WOODWARD: There's also a credit union
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46

1 office out there, too?
 2 MS. CAIN: Yes, sir. That's outside the 500
 3 foot, but yes, sir, there is. It is an arterial
 4 which is pretty – you expect to see commercial
 10:16AM 5 development along that type of a roadway.
 6 MR. WOODWARD: It's in transition isn't it,
 7 really?
 8 MS. CAIN: Yes, sir. I mean, the back portion
 9 of it is more residential with the apartments and
 10:16AM 10 the houses, which is the part that's actually zoned
 11 the R-2.
 12 MR. WOODWARD: Does the zoning split the
 13 building? Does the building sit astride the line?
 14 MS. CAIN: I am not sure.
 10:17AM 15 MR. WOODWARD: Mr. Tran, does the building sit
 16 astride the land? No. I see there's a building in
 17 the back there. Yes.
 18 MR. BRISKE: Let's have Mr. Tran come to the
 19 microphone for the court reporter.
 10:17AM 20 Go ahead, sir.
 21 MR. WOODWARD: The outline shows the entire
 22 piece of land, but what part of that piece of
 23 land – the north part of it, how far does it extend
 24 south to where the line comes where the zoning
 10:17AM 25 change is?
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47

1 MR. TRAN: I think it's just where the yellow
 2 line, sir. It's just half of the part of the
 3 building.
 4 MR. WOODWARD: Is the building in two different
 10:17AM 5 zones?
 6 MR. TRAN: Yes, sir. It's a whole building but
 7 the back part is R-2.
 8 MR. TATE: You can see the parcel lines on this
 9 map from the adjoining parcel.
 10:17AM 10 MR. BRISKE: Okay. Mr. Tran, the Staff's
 11 findings on one of the criteria is slightly
 12 different and they don't agree. Did you have
 13 anything else you wanted to add in that area? Keep
 14 in mind that it's your responsibility to provide to
 10:18AM 15 the Board that it's competent and substantial
 16 evidence, so there is a little bit of a disagreement
 17 with what the Staff's findings are. So it becomes
 18 your responsibility to tell the Board why we should
 19 move forward with what you're requesting.
 10:18AM 20 MR. TRAN: Yes, sir. Because like the whole
 21 building is in one – it's not – we're not going to
 22 demo or do anything in the back. Just most like the
 23 back is probably going to keep it like a storage.
 24 We're not going to do anything. Like with the
 10:18AM 25 actual of the building, we're just going to keep it
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48

1 like a storage. We're not going to break it apart
 2 or do anything in the back, sir.
 3 MS. CAIN: Okay.
 4 MR. TATE: I have a question for Staff. When
 10:18AM 5 you say that it is not consistent with the
 6 surrounding uses, is it the entire parcel or are you
 7 saying that the R-2 portion of the parcel is not
 8 consistent with the surrounding uses?
 9 MS. CAIN: The proposed amendment, which is
 10:19AM 10 going from the back portion, which is R-2, they want
 11 to go to the C-1. And that portion is not
 12 consistent with the surrounding, which is
 13 residential uses.
 14 MR. TATE: That's what I want to make sure we
 10:19AM 15 understand here. You're not saying that the front
 16 portion is not consistent with its use or its
 17 zoning. It's that the back portion, which happens
 18 to be attached to the front portion of the same
 19 building is not consistent with the next door
 10:19AM 20 neighbor's house?
 21 MS. CAIN: Correct. It's just the way the map
 22 is – the line was drawn, but, yes. When this
 23 building was built, unfortunately the back half or
 24 the northern portion of this was in the R-2 zoning,
 10:19AM 25 which is abutting all the residential neighborhoods
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49

1 in the back. So he wants to be consistent, changing
 2 everything to –
 3 MR. TATE: Right. Mr. Chair, I mean just
 4 dealing with Criterion 3, I mean, we'll have to work
 10:20AM 5 on our wording, but I have no problems with this,
 6 especially if it's a split zoned parcel.
 7 MS. CAIN: And we're just –
 8 MR. WOODWARD: What about this big piece next
 9 to it to the east of it? The dogleg goes all the
 10:20AM 10 way back to Kentucky Drive. What is that?
 11 MS. CAIN: Those are actually residential on
 12 Kentucky and Louisiana Drive. That's actually a
 13 single family house.
 14 MR. WOODWARD: That whole thing?
 10:20AM 15 MS. CAIN: On the corner. On that big – go to
 16 the existing land use.
 17 MR. WOODWARD: I'm talking about across the
 18 side street there's this huge parcel that is zoned
 19 C-1.
 10:20AM 20 MS. CAIN: Yes. That's a single family.
 21 There's a commercial store, which I think the
 22 applicant actually owns, which he's going to move
 23 across the way. Then there's a nursing home. And
 24 that little dogleg is a single family parcel.
 10:21AM 25 MR. WOODWARD: I'm talking about that whole
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50

1 block –
 2 MS. CAIN: It is a C-1, but the use is a
 3 difference in the zoning and the actual use. And we
 4 had to do the 500 foot radius.
 10:21AM 5 MR. JONES: And I would like to add something.
 6 If you take a look at the zoning map, you can
 7 clearly see that that back portion of the property,
 8 it is R-2. There's a subdivision back there. So
 9 that's what we want to be cognizant of the fact that
 10:21AM 10 that portion is surrounded by single family homes.
 11 That's why Staff could not support that position
 12 because it is surrounded by R-2, by a relevant
 13 neighborhood.
 14 MR. TATE: Do we know how long that house has
 10:21AM 15 been – I'm sorry, that building has been on that
 16 split parcel?
 17 MR. JONES: I – do you know –
 18 MR. BRISKE: Hold on, folks. Remember, we have
 19 a court reporter. First of all, Horace Jones.
 10:21AM 20 MR. JONES: Yes. Horace Jones, division
 21 manager.
 22 MR. WOODWARD: Mr. Taylor has two ears.
 23 MR. BRISKE: I know, but we want to make sure
 24 that he gets it down properly.
 10:21AM 25 Mr. Tate, you have the floor. I'm sorry.
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51

1 MR. TATE: Getting us – everybody is wrapping
 2 their mind around what we're saying here. The front
 3 portion is good to go.
 4 MR. JONES: Yes.
 10:22AM 5 MR. TATE: The back portion you're saying is
 6 inconsistent, but it's the same building. What
 7 we're dealing with is a split parcel.
 8 MR. JONES: Yes.
 9 MR. TATE: And when we have a split parcel, my
 10:22AM 10 opinion is we should find in favor of the applicant.
 11 I mean, he can't control that this building was
 12 built across an imaginary line. But, I mean, the
 13 property line is the property line. That zoning
 14 line, in this case, I hate to use as imaginary, but
 10:22AM 15 in some regard it is. I mean, you can't unscramble
 16 this one.
 17 MR. BRISKE: Well, I believe the zoning lines
 18 were drawn along the arterial corridors and that's
 19 how they got put in place. But I fully agree with
 10:22AM 20 you. We just have to keep in mind because the
 21 Staff's findings have pointed out that there's this
 22 concern on Criterion 3, then in your motion you
 23 would address it if you're making a motion in favor
 24 of it, so to address that criteria.
 10:23AM 25 Anyone else on the Board have a question?
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52

1 MS. DAVIS: I have a question, Mr. Chairman.
 2 Let me understand this now, the C-1 to the right of
 3 the map right now, that entire section, it goes to
 4 Louisiana Drive to Kentucky Drive, that is where the
 10:23AM 5 nursing home is?
 6 MS. CAIN: Yes. The nursing home is that third
 7 parcel by the dogleg.
 8 MS. DAVIS: Yes. So what we're saying is these
 9 people, even though it was a commercial zoning, they
 10:23AM 10 chose to put something there that's less intensive
 11 than commercial zoning, so somehow that affects the
 12 rest of the commercial zoning? I don't understand.
 13 Explain this to me. Where is the nursing home
 14 exactly?
 10:24AM 15 MS. CAIN: Right there where the hand is; right
 16 there on that parcel.
 17 MR. BRISKE: Ms. Davis, I might be able to help
 18 with this.
 19 MS. DAVIS: That's what I mean. You see what
 10:24AM 20 I'm saying?
 21 MR. BRISKE: Well, the Staff's findings are
 22 saying it's not compatible with the yellow shaded
 23 area, the R-2 that's directly behind it, not
 24 necessarily that it's not compatible with the C-1.
 10:24AM 25 MS. DAVIS: But they also did list the nursing
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53

1 home, and that's what concerned me because that
 2 means it's not –
 3 MS. CAIN: Well, I actually listed everything
 4 within the 500 foot radius of that subject parcel,
 10:24AM 5 which is including a church, a jewelry store, vacant
 6 parcel, single family and a nursing home. Those are
 7 the surrounding parcels within the 500 foot radius.
 8 MS. DAVIS: Is the church in that section, too?
 9 MS. CAIN: Yes. If you look at the existing
 10:24AM 10 land use it's right there. It's still within the
 11 500 foot radius.
 12 MS. DAVIS: It's still in the C-1.
 13 MS. CAIN: Like I said, unfortunately it's a
 14 split parcel. And I believe this building has been
 10:24AM 15 there for at least ten years, as far as I know.
 16 MR. LEMOS: I think I'm getting where you're
 17 coming from. I'm sorry, Juan Lemos, Escambia County
 18 planner. Let's say we were to change the zoning
 19 this year. If you have a house and it is on a
 10:25AM 20 commercial property, regardless of what we change
 21 the zoning, that's still going to be a residential
 22 home. So I know what you're saying. Why do we have
 23 all these things that are not commercial zoning that
 24 shouldn't be in the commercial zoning.
 10:25AM 25 MS. DAVIS: Well, it doesn't bother me that
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54

1 they're in the zoning, but if you use that as a
 2 particular criterion to disapprove of it. We say
 3 this is not in compliance because this property is
 4 here, which is a residential or whatever you want to
 10:25AM 5 call it, in this case R-2, R-4. And, in fact, it is
 6 in a commercial zoning, it's just that usage is
 7 different.
 8 MR. WOODWARD: My observation is that every
 9 arterial street in the world has a subdivision
 10:26AM 10 behind it. You know, you have to have arterial
 11 streets and you've got to have subdivisions. And
 12 they're always this way. What fronts the arterial
 13 street slowly becomes commercial. Unless you go in
 14 backwards like they do in Dallas where all the
 10:26AM 15 houses face in.
 16 MR. TATE: Mr. Chairman, I have another
 17 question.
 18 MR. BRISKE: Mr. Tate.
 19 MR. TATE: This is for either the applicant or
 10:26AM 20 Staff. Directly behind the subject parcel, what is
 21 the use of the structure directly behind it?
 22 MS. CAIN: An apartment building. And it
 23 almost looks as if maybe sometime in the past, and I
 24 haven't looked at the historical maps, but possibly
 10:26AM 25 that apartment building, maybe it was one parcel at
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55

1 one time and they moved a lot line or so. And where
 2 that apartment building sits, you notice it's
 3 residential, too. So I don't know, but it's an
 4 apartment building right up against that property.
 10:27AM 5 MR. BRISKE: Looks like it's a nonconforming in
 6 there where it is, I guess.
 7 MS. SINDEL: Mr. Chairman.
 8 MR. BRISKE: Ms. Sindel.
 9 MS. SINDEL: Sometimes it's just an issue of
 10:27AM 10 common sense. I understand Staff saying that
 11 Criterion 3 is incompatible because you're looking
 12 at commercial abutting a neighborhood. This is
 13 simply something that's happened over the years.
 14 That building has been there a long time. I'm
 10:27AM 15 comfortable making a recommendation for approval
 16 with an annotation that the Planning Board actually
 17 disagrees with Criterion 3 findings and find that
 18 this is compatible. Potentially this is going to be
 19 a larger convenience store slash supermarket which
 10:27AM 20 would be a wonderful addition to this area because
 21 this allows a neighborhood to walk to the store
 22 instead of having to get in a car and drive to
 23 Walmart.
 24 MR. TATE: I'll second her motion.
 10:28AM 25 MR. BRISKE: Is that a motion, Ms. Sindel?
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56

1 MS. SINDEL: That is a motion that we approve
 2 this change and that the Planning Board find in
 3 disagreement of Criterion 3, that we find that it is
 4 compatible with surrounding existing uses in the
 10:28AM 5 area.
 6 MR. BRISKE: Okay. We have a motion. Mr.
 7 Tate, does your second stand?
 8 MR. TATE: It does.
 9 MR. BRISKE: Mr. Tate has second. Is there
 10:28AM 10 further discussion on the matter? All those in
 11 favor, say aye.
 12 (Board members vote.)
 13 MR. BRISKE: Opposed?
 14 (None.)
 08:35AM 15 MR. BRISKE: The motion carries unanimously.
 16 Mr. Tran, it will still go through the Board of
 17 County Commissioners but we're going to recommend
 18 approval for it.
 19 MR. TRAN: Thank you, sir.
 10:28AM 20 MR. BRISKE: Have a good day.
 21 *****
 22
 23
 24
 25
 TAYLOR REPORTING SERVICES, INCORPORATED

Planning Board-Rezoning

5. D.

Meeting Date: 09/10/2012

CASE : Z-2012-21

APPLICANT: Oanh Tran, Agent for
Raymond Ayers, Owner

ADDRESS: 4100 W Fairfield Dr

PROPERTY REF. NO.: 15-2S-30-6200-090-005

FUTURE LAND USE: C, Commercial

DISTRICT: 2

OVERLAY AREA: N/A

BCC MEETING DATE: 10/04/2012

SUBMISSION DATA:

REQUESTED REZONING:

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

TO: C-1, Retail Commercial District (cumulative)

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 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).

1.3.1 Future Land Use Categories. The Commercial (C) Future Land Use (FLU) category is intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.

1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities

located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to C-1 **is consistent** with the intent and purpose of the commercial future land use category as stated in CPP FLU 1.3.1. The commercial future land use category allows for residential, professional offices and retail services. Granting the amendment would be compatible with the existing future land uses along Fairfield Drive while using the existing public roads, utilities and service infrastructure.

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.

A. Intent and purpose of district. 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. New residential uses located in a commercial FLU category are only permitted as part of a predominantly commercial development in accordance with Policy FLU 1.3.1 of the Comprehensive Plan.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The majority of the parcel is currently zoned Commercial, not to mention the left/right parcels that are currently active commercial businesses. The County discourages split zoning and for this reason granting the rezoning request will eliminate a split zoned parcel while allowing for the revitalization effort of a under utilized parcel of land.

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

Within the 500' radius impact area, staff observed properties with zoning districts C-1 and R-2.

There are three commercial parcels, one apartment complex, one nursing home, one church, one mobile home, one vacant parcel and 41 single family homes.

The proposed amendment **is not compatible** with surrounding existing uses in the area. The reference parcel has road frontage along the arterial roadway of Fairfield Drive, there are several existing commercial businesses on the same side of the road.

CRITERION (4)

Changed conditions.

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

FINDINGS

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

CRITERION (5)

Effect on natural environment.

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

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the 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.

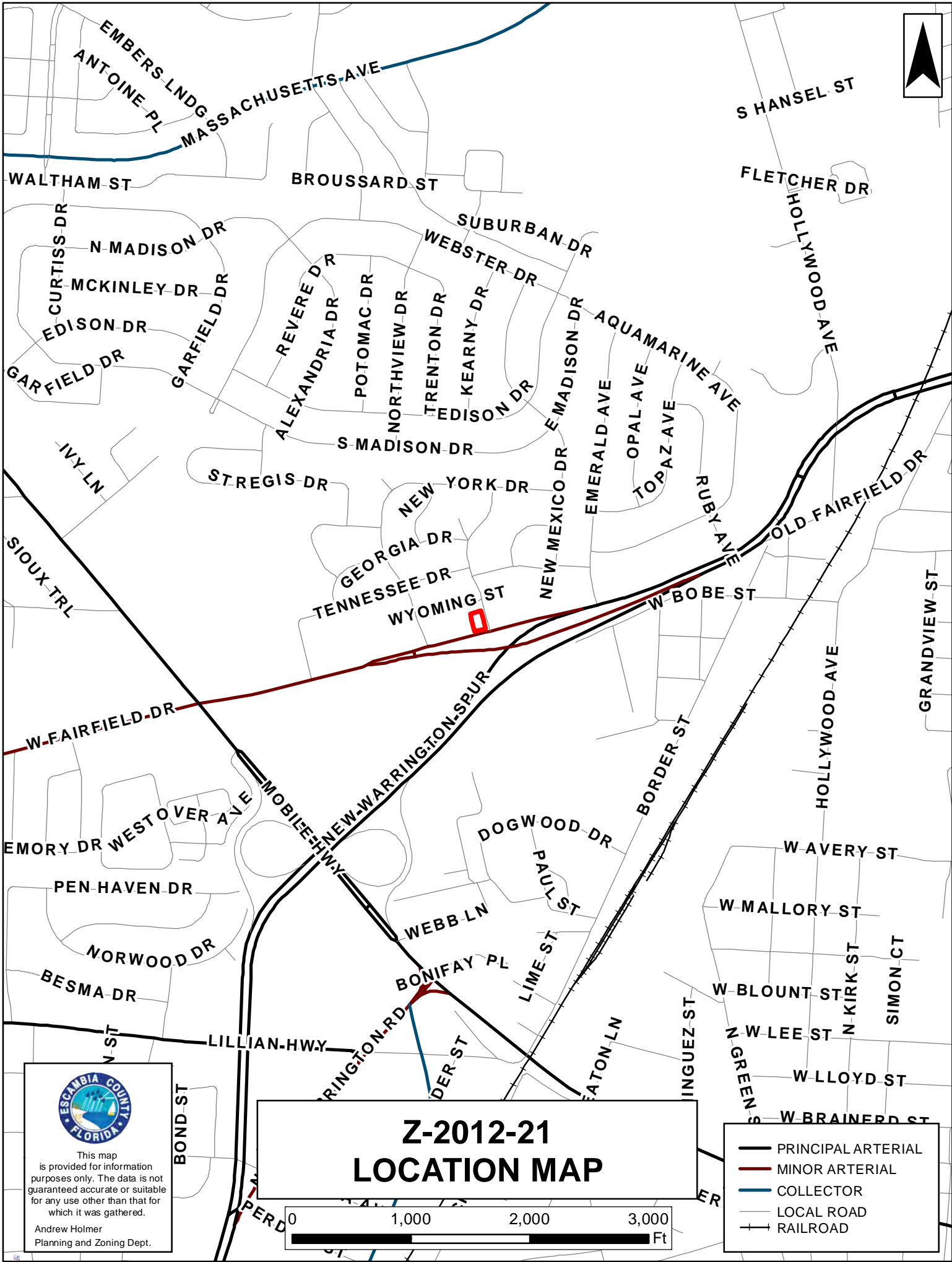
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

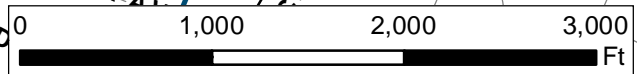
The proposed amendment **would result** in a logical and orderly development pattern because currently the arterial roadway has existing linear commercial development, which is a characteristic of this particular roadway classification.

Attachments


Z-2012-21



Z-2012-21 LOCATION MAP

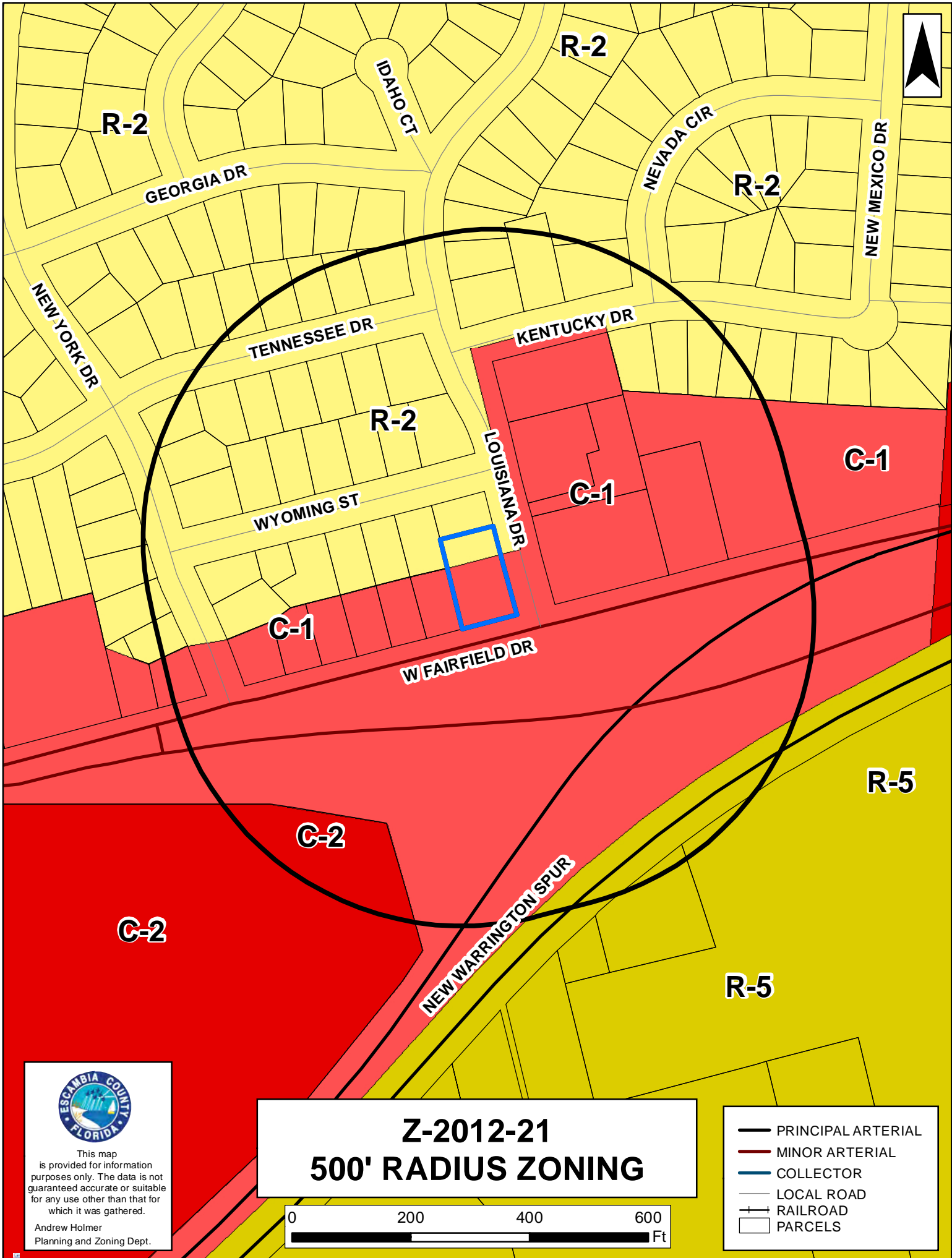



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD



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.

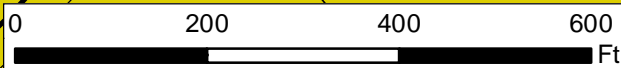
Andrew Holmer
Planning and Zoning Dept.

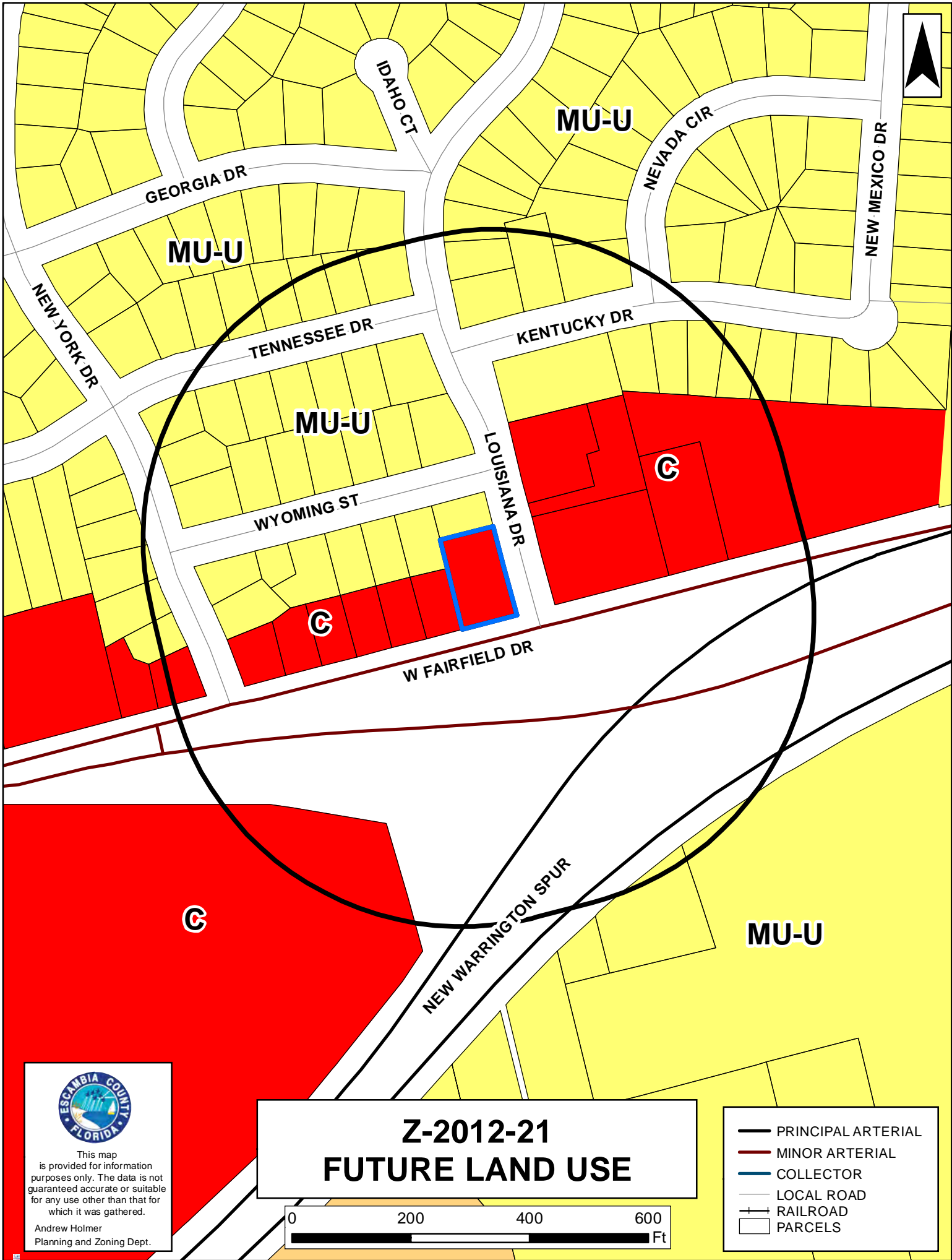
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Andrew Holmer
Planning and Zoning Dept.

Z-2012-21 500' RADIUS ZONING

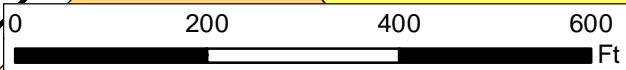








- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS




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 Andrew Holmer
 Planning and Zoning Dept.

**Z-2012-21
 FUTURE LAND USE**



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



WYOMING ST

LOUISIANA DR

W FAIRFIELD DR

W FAIRFI



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Andrew Holmer
Planning and Zoning Dept.

Z-2012-21 AERIAL MAP



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



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: **Z-2012-21**
CURRENT ZONING: **C-1R-2** PROPOSED ZONING: **C-1**

PLANNING BOARD

DATE: **9/10/12** TIME: **8:30 a.m.**

LOCATION OF HEARING

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

BOARD OF COUNTY COMMISSIONERS

DATE: **10/4/12** 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

PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY



Looking onto subject property



Looking south from subject property



Looking east from subject property



Looking north from subject property



Looking west from subject property

Oanh Tran
818 Christian Drive
Pensacola, FL 32506

August 2, 2012

RE: REZONING REQUEST

Dear Sir or Madame:

As an agent for Mr. Raymond Ayers, I respectfully request rezoning for the property located at 4100 W. Fairfield Drive, Pensacola, FL. I have addressed each of the criteria required for rezoning below for your review:

1. Consistency with the Comprehensive Plan: Property is located at 4100 W. Fairfield Drive, Pensacola, FL. Future land use is zoned C-1. It is consistent with the Comprehensive Plan.
2. Consistence with this Code: The proposed rezoning is consistent with the current zoning and surrounding area. It is not in conflict with the Land Development Code. The property is approximately .33 acres. Total heated area is 5576 sq ft, however building has been vacant for over six years and is just a shell with no utilities or fixtures, water or sewer services. Sewer has been run to the building. Currently the front $\frac{3}{4}$ of the building is zoned C-1. The back $\frac{1}{4}$ portion of the building is zoned R-2. It is all one structure under one roof. The rezoning request is to make the entire building/lot C-1 for the purposes of operating a convenience/grocery store.
3. Compatibility with surrounding uses: The proposed zoning is compatible with existing and proposed uses in this area. There are currently various businesses with C-1 zoning all in this vicinity. The property is approximately .33 acres. Total heated area is 5576 sq ft, however building has been vacant for over six years. It is currently just a shell with no utilities or fixtures, water or sewer services. Sewer has been run to the building.
4. Changed conditions: There are no changed conditions that affect the amendment of this property.
5. Effect on natural environment: There will be no adverse impacts on the natural environment. The existing building interior will be remodeled. Existing structure to remain the same. Infrastructure is in place for drainage and it is not in an area where there any wetlands.

Page (2)

6. Development patterns: The proposed amendment is consistent with a logical and orderly development pattern for the surrounding area. There is currently a grocery store operated by the requestor adjacent to this building. Grocery store would relocate to subject property.

I plan to purchase the subject property and have a signed contract with Mr. Ayers contingent upon rezoning to C-1 for the purposes of operating a convenience/grocery store. Thank you for your consideration on my behalf.

Kind Regards,



Oanh Tran



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/C-1 to: C-1

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

Owner(s) Name: Danh Tran, agent for Raymond Ayers Phone: (850) 221-2892

Address: 818 Christian Drive, Pensacola, FL Email: danhtran1969@yahoo.com

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

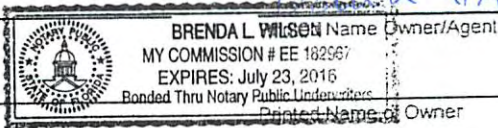
Property Address: 4100 W Fairfield H Drive, Pensacola FL 32506

Property Reference Number(s)/Legal Description: see attached
152530620009005

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: Danh VAN Tran Date: 8/2/12



Signature of Owner: _____ Printed Name of Owner: _____ Date: _____

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 2nd day of August 20 12, by Danh Van Tran.

Personally Known OR Produced Identification . Type of Identification Produced: Florida Driver License

Signature of Notary: Brenda L Wilson Printed Name of Notary: Brenda L Wilson
(notary seal must be affixed)

FOR OFFICE USE ONLY

Meeting Date(s): PB - Accepted/Verified by: A. Cam Date: 8/2/12

Fees Paid: \$ 1,050⁰⁰ Receipt #: _____ Permit #: PRZ-120800021

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-2012-21

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 15-25-30-6200-090-005

Property Address: 4100 W. Fairfield

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 _____ DAY OF _____, YEAR OF _____.

[Signature]
Signature of Property Owner

JANU TIRAN
Printed Name of Property Owner

8/2/12
Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2012-21

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 4100 W. Fairfield Drive, Pensacola, FL
Florida, property reference number(s) 1525 306 2 000 9 005

I hereby designate Danh Tran 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 25th 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: Danh Tran Email: danhtran1969@yahoo.com

Address: 818 Christian Drive Phone: (850) 457-9323
Pensacola, FL 32506

[Signature]
Signature of Property Owner

Raymond Ayers
Printed Name of Property Owner

7/27/12
Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF Florida

COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 27th day of July 20 12.

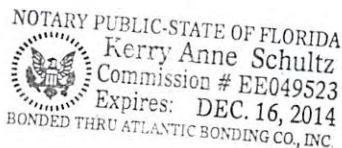
by Raymond Ayers

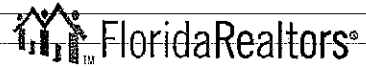
Personally Known OR Produced Identification . Type of Identification Produced: _____

[Signature]
Signature of Notary

Kerry Anne Schultz, Esquire
Printed Name of Notary

(Notary Seal)





Commercial Contract

1* 1. PARTIES AND PROPERTY: _____ TRAN, OANH _____ ("Buyer")

2* agrees to buy and _____ AYERS, RAYMOND _____ ("Seller")

3* agrees to sell the property as: Street Address: 4100 W FAIRFIELD DRIVE, PENSACOLA, FL 32505

4* _____

5* Legal Description: N 161 10/100 FT OF S 164 58/100 FT OF LT 9 BLK E 1ST ADDN TO OAKCREST OR 6349 P

6* 160 0B 3 P 44 OJ 28 P 849 STATE RD S-289-A R/W

7* and the following Personal Property: _____

8* _____

9 (all collectively referred to as the "Property") on the terms and conditions set forth below.

10* 2. PURCHASE PRICE: \$ _____ 75,000.00

11* (a) Deposit held in escrow by _____ TEENA COBB, ERA LEGACY REALTY \$ _____ 1,000.00
12 ("Escrow Agent") (checks are subject to actual and final collection)

13* Escrow Agent's address: _____ 31 HOFFMAN DRIVE, GULF BREEZE, FL 32561 Phone: _____ 850-501-5875

14* (b) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____

15* (c) Additional deposit to be made to Escrow Agent within _____ days after Effective Date \$ _____

16* (d) Total financing (see Paragraph 5) \$ _____

17* (e) Other _____ \$ _____

18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject
19* to adjustments and prorations, to be paid with locally drawn cashier's or official bank \$ _____ 74,000.00
20 check(s) or wire transfer.

21 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
22* and Buyer and an executed copy delivered to all parties on or before _____ July 19, 2012 _____, this offer will be
23 withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3
24 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
25 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.
26 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5
27 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending
28 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the
29 essence in this Contract.

30 4. CLOSING DATE AND LOCATION:

31* (a) Closing Date: This transaction will be closed on _____ TBD _____ (Closing Date), unless specifically
32 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but
33 not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing
34 Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the
35 insurance underwriting suspension is lifted.

36* Buyer (OT) () and Seller (R) (A) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

37* (b) Location: Closing will take place in ESCAMBIA County, Florida. (If left blank, closing
38 will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

39 **5. THIRD PARTY FINANCING:**

40* **BUYER'S OBLIGATION:** Within _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party
41* financing in an amount not to exceed _____% of the purchase price or \$ _____, with a fixed interest rate
42* not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment
43* or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____
44 years, with additional terms as follows:

45* **NO FINANCING CONTINGENCY**

46 **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any
47* lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if
48 left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and
49 (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the
50 mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately
51 upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and
52* reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left
53 blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract.
54 If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time
55 thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the
56 satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes**
57 **of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan
58 Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the
59 lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be
60 returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for
61 obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract
62 as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to
63 retain the Deposit(s) if the transaction does not close.

64* **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
65* deed other _____, free of liens, easements and encumbrances of record or
66 known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility
67 easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be
68* subject) _____

69* _____
70 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the
71* Property as _____

72 **(a) Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent
73* and pay for the title search and closing services. **Seller** will, at (check one) **Seller's** **Buyer's** expense and
74* within _____ days after Effective Date or at least 5 days before Closing Date deliver to **Buyer** (check one)
75* (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
76 discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount
77 of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the
78 evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after
79 Effective Date.
80* (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
81 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable
82 to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies
83 of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and
84 certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and
85 in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of
86 title.

87 **(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller**
88 of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or

89* **Buyer** (OT) and **Seller** (R) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

90* (2) Buyer delivers proper written notice and Seller cures the defects within 15 days from receipt of the notice
91 ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt
92 by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect
93 cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have
94 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or
95 accept title subject to existing defects and close the transaction without reduction in purchase price.

96 (c) Survey: (check applicable provisions below)

97* (i.) Seller will, within 15 days from Effective Date, deliver to Buyer copies of prior surveys, plans,
98 specifications, and engineering documents, if any, and the following documents relevant to this transaction:

99* _____
100 prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this
101 transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the
102 date this Contract is terminated.

103* Buyer will, at Seller's Buyer's expense and within the time period allowed to deliver and examine title
104 evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals
105* encroachments on the Property or that the improvements encroach on the lands of another, Buyer will
106* accept the Property with existing encroachments such encroachments will constitute a title defect to be
107 cured within the Curative Period.

108 (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

109 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is"
110 condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition.
111 Seller makes no warranties other than marketability of title. In the event that the condition of the Property has
112 materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and
113 receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", Buyer
114 waives all claims against Seller for any defects in the Property. (Check (a) or (b))

115* (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"
116 condition.

117* (b) Due Diligence Period: Buyer will, at Buyer's expense and within 45 days from Effective Date ("Due
118 Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's
119 intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period,
120 Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary
121 to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and
122 zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of
123 access to public roads, water, and other utilities; consistency with local, state and regional growth management and
124 comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
125 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections
126 that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and
127 development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of
128 Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice
129 requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its
130 agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the
131 purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the
132 Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses,
133 damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any
134 person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage
135 in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written
136 consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting
137 from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and
138 (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the
139 Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's
140 deposit will be immediately returned to Buyer and the Contract terminated.

141 (c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the

142* Buyer OT () and Seller R () acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

143 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
144 to ensure that all Property is on the premises.

145 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any
146 business conducted on the Property in the manner operated prior to Contract and will take no action that would
147 adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that
148* materially affect the Property or Buyer's intended use of the Property will be permitted only with Buyer's consent
149* without Buyer's consent.

150 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
151 the norms where the Property is located.

152 (a) **Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at
153 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,
154 mailboxes, and security systems.

155 (b) **Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing
156 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and
157 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
158 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

159 (c) **Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
160 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
161 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
162 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
163 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
164 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant
165 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender;
166 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in
167 ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information
168 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors
169 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and
170 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security
171 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and
172 financing statements.

173 (d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond
174 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
175 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
176 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
177 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
178 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

179 (e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date
180 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
181 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
182 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the
183 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
184 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
185 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
186 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
187 does not apply to condominium association special assessments.

188 (f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,
189 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
190 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply
191 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

192* Buyer (OT) () and Seller (R) () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

193 Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the
194 withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the
195 requirement.

196 **10. ESCROW AGENT:** Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to
197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance
198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of
199 escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross
200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,
201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent
202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of
203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,
204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If
205 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent
206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover
207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and
208 charged and awarded as court costs in favor of the prevailing party.

209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
211*complying party specifying the non-compliance. The non-complying party will have 5 days (5 days if left blank) after
212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

213 **12. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
214 not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit
215 will be returned in accordance with applicable Florida Laws and regulations.

216 **13. DEFAULT:**

217 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make
218 the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek
219 specific performance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the
220 brokerage fee.

221 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain
222 all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the
223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
224 specific performance. If Seller retains the deposit, Seller will pay the Brokers named in Paragraph 20 fifty percent
225 of all forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the
226 brokerage fee. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate
227 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving
228 any remedy for Buyer's default.

229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
230 prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable
231 attorneys' fees, costs, and expenses.

232 **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
235 representing a party will be as effective as if given by or delivered to that party.

236 **16. DISCLOSURES:**

237 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
238 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial
239 real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

240* Buyer (OT) () and Seller (LD) () acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

241 proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any
242 interest in real property. This lien right cannot be waived before the commission is earned.

243 (b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special
244 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
245 liens, if any, shall be paid as set forth in Paragraph 9(e).

246 (c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
247 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
248 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
249 and radon testing may be obtained from your county public health unit.

250 (d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
251 Section 553.996, Florida Statutes.

252 **17. RISK OF LOSS:**

253 (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear
254 the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer.
255 Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller
256 will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any
257 insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such
258 proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the
259 Buyer.

260 (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
261 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this
262 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of
263 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at
264 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with
265 and assist Buyer in collecting any such award.

266* **18. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise is
267* not assignable is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment
268 agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or
269 plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns
270 (if assignment is permitted).



271 **19. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.
272 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
273 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
274 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
275 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
276 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
277 construed under Florida law and will not be recorded in any public records.

278 **20. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to,
279 a licensed real estate Broker other than:

280* (a) **Seller's Broker:** ASSIST 2 SELL REAL ESTATE DARLENE SISTRUNK
281 (Company Name) (Licensee)
282* _____
283 (Address, Telephone, Fax, E-mail)

284* who is a single agent is a transaction broker has no brokerage relationship and who will be compensated
285* by Seller Buyer both parties pursuant to a listing agreement other (specify) _____

286* _____ PER MLS DATED JUNE 27, 2012

287* Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

288* (b) Buyer's Broker: ERA LEGACY REALTY TEENA COBB
289 (Company Name) (Licensee)
290* 31 HOFFMAN DRIVE GULF BREEZE FL 32561@example.com
291 (Address, Telephone, Fax, E-mail)

292* who is a single agent is a transaction broker has no brokerage relationship and who will be compensated
293* by Seller's Broker Seller Buyer both parties pursuant to an MLS offer of compensation other (specify)

294*
295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
296 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to
297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
300 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of
301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

303 21. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to
304 this Contract):

- 305* Arbitration Seller Warranty Existing Mortgage
- 306* Section 1031 Exchange Coastal Construction Control Line Buyer's Attorney Approval
- 307* Property Inspection and Repair Flood Area Hazard Zone Seller's Attorney Approval
- 308* Seller Representations Seller Financing Other _____

309 22. ADDITIONAL TERMS:

- 310* CLOSING WITH FOUNTAIN, SHULTZ & ASSOCIATES IN PENSACOLA.
- 311* OFFER IS CONTINGENT UPON BUYERS SATISFACTORY RESULTS OF AN ENVIRONMENTAL STUDY.
- 312* BUYER MAY CANCEL BASED ON INSPECTION RESULTS.
- 313* OFFER IS CONTINGENT UPON ZONING ALL PROPERTY AS C-1 AND FOR THE PURPOSE OF BUILDING A
- 314* CONVENIENCE STORE.
- 315* SELLER STATES THAT PROPERTY IS ON SEWER, NOT SEPTIC.
- 316* OFFER IS CONTINGENT UPON PERFORMING DUE DILIGENCE TO DISCOVER IF ANY ENVIRONMENTAL
- 317* HAZARDS EXIST WITH RESPECT TO BUILDING. BUYER MAY CANCEL BASED ON INSPECTION RESULTS.
- 318* CLOSING TO BE HELD WITHIN 15 DAYS AFTER COMPLETION OF REZONING.
- 319* BUYER AND SELLER AGREE TO SPLIT THE COST OF SURVEY EQUALLY.
- 320* _____

321 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
322 ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL
323 FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE
324 PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE
325 EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR
326 REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER
327 ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL
328 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER
329 REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF
330 THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS
331 AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE
332 AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

333* Buyer (OT) () and Seller (LN) () acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
337 to do so.

DocuSigned by:
338* Oanh Tran
339 OANH TRAN

Date: 7/17/2012

340* OANH TRAN
341 (Typed or Printed Name of Buyer)

Tax ID No: _____

342* Title: _____

Telephone: _____

343* _____
344

Date: _____

345* _____
346 (Typed or Printed Name of Buyer)

Tax ID No: _____

347* Title: _____

Telephone: _____

348* Buyer's Address for purpose of notice: _____

349* Facsimile: _____

Email: _____

350* Raymond Ayers
351 RAYMOND AYERS

Date: 7/19/2012

352* RAYMOND AYERS
353 (Typed or Printed Name of Seller)

Tax ID No: _____

354* Title: _____

Telephone: _____

355* _____
356

Date: _____

357* _____
358 (Typed or Printed Name of Seller)

Tax ID No: _____

359* Title: _____

Telephone: _____

360* Seller's Address for purpose of notice: _____

361* Facsimile: _____

Email: _____

The Florida Association of REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

362* Buyer OT and Seller (R) (A) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

4100 FAIRFIELD DR

PENSACOLA, FL 32505

Price: \$79,900

MLS#: 414784p - CMS-BUS-
Area: (08) Northwest Pensacola
Name:
Address: 4100 FAIRFIELD DR
City: PENSACOLA
County: ESCAMBIA
Bldg SqFt: 5,576
Available Building SQFT: 26,404
\$/SqFt: 3.03
Zoning: C-1
Parcel ID: 152S306200009000005

Status: Active
Date Listed: 09/07/2011
Zip: 32505
Acreage: 0.35
Lot Dim:
Lot Front: 258
Lot Depth: 158
Off Class:

Click photo for additional media and enlargement



Directions: WEST ON FAIRFIELD, PROPERTY SITS ON THE RIGHT SIDE OF THE ROAD, ACROSS FROM THE OVER PASS
Prop Desc: GREAT LOCATION FOR A DAYCARE, LOUNGE, OR LAUNDRY/DRYING CLEANING

Lease Info:
Financing: n/a
Down Pymnt: **Loan Pymnt:** **Cash Flow:**
Gross Inc: **Ann. Exp:** **NOI:**
Cap Rate: %

AreaDesc:
AgntNotes: CALL LISTING AGENT FOR MORE INFORMATION -----> [Click here to report an inaccuracy on this listing <---](#)

TenantInfo:

Ind Clernce:	Ind Dock High:	Ind Grnd Lvl:
Ind Electric:	Ind Rail:	Ind Sprinkler:
SpecialSaleType: As Is	Lan Price/Acre:	Ret Anchors:
Mul Exp/Sqft:	Mul Exp Types:	Mul Exp/Unit:
Mul GRM:	Mul Num Unit:	Mul Price/Unit:
Mul Schd Inc:	Mul Vacancy:	Apx YrBlt: 1967
AssignOfIntrst: N	CntngncyRsn:	

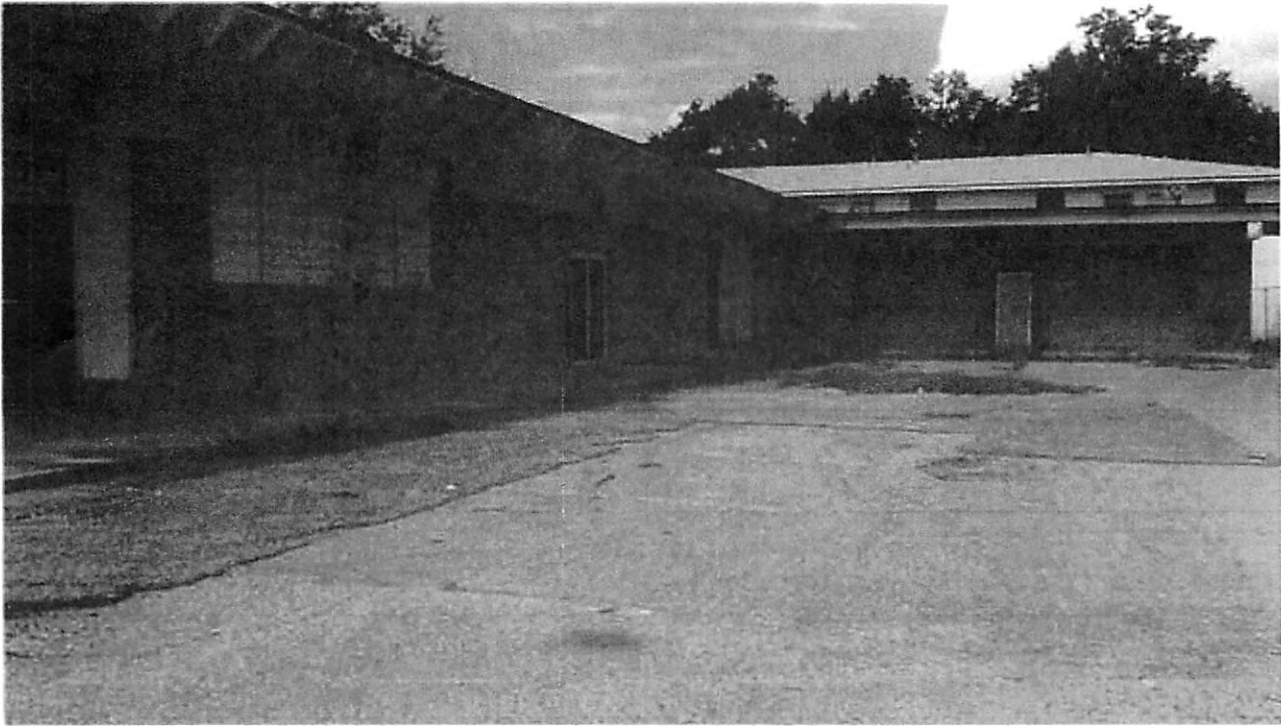
Type Use: Automotive, BeautyShop, Business, ChldCarCtr, CocktailLng, Gym/Health, Laundromat

List Agent: (9835) <u>DARLENE SISTRUNK</u>	Manner Comp Pd: Call for Details	Agency
List Office: (BSCR01) ASSIST 2 SELL REAL ESTATE	Comp: 2 %	
Co-Off: ()	Variable:	
Contacts:	Co-Agt: ()	

Office Phone Agent Cell Ph Office Fax
850-429-0100 850-380-1519 850-429-0190

**--Information deemed reliable but not guaranteed--Copyright: 2012 by the Pensacola Association of Realtors, Inc.
Prepared by TEENA COBB of ERA LEGACY REALTY on 7/13/2012 5:47:59 AM**

#414784 - 4100 FAIRFIELD DR, PENSACOLA, FL





Chris Jones
Escambia County
Property Appraiser

PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.

Print Tool Copy Map Image

Use numeric selection labels **Record**
Search Download Selection Data (1 row)

Reference: 15-2S-30-6200-090-005
Account: 05-5765-000
Section Map: 15-2S-30-2
Situs: 4100 W FAIRFIELD DR
Subdivision:
OAKCREST 1ST ADDN PB 3 P 44 1ST ADDN RE S/D C
Owner: AYERS RAYMOND
Mailing Address:
5419 LODGE CREEK DR
HOUSTON, TX 77066
Last Sale: 3/9/2012, \$100
Property Use: STORE, 1 STORY
Approx. Acreage: 0.3300
Building Count: 1
Total Heated Area: 5576
Zoned: C-1;R-2

Include radius in selection (5280 ft)

Radius is used only with single parcel selection

Lookup Options: Auto Selected
Reference Nbr Lookup Results

Ex: 012N334444555666





Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)
 [Tangible Property Search](#)
 [Amendment 1 Calculations](#)

[Back](#)



Navigate Mode **Account**

Reference



Printer Friendly Version

<p>General Information</p> <p>Reference: 152S306200090005 Account: 055765000 Owners: AYERS RAYMOND Mail: 5419 LODGE CREEK DR HOUSTON, TX 77066 Situs: 4100 W FAIRFIELD DR 32505 Use Code: STORE, 1 STORY <input type="checkbox"/> Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</p>	<p>2011 Certified Roll Assessment</p> <p>Improvements: \$1,835 Land: \$65,019 <hr/> Total: \$66,854 Save Our Homes: \$0</p> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1 Calculations</p>
--	---

<p>Sales Data</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Sale Date</th> <th style="text-align: left;">Book</th> <th style="text-align: left;">Page</th> <th style="text-align: left;">Value</th> <th style="text-align: left;">Type</th> <th style="text-align: left;">Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>03/09/2012</td> <td>6851</td> <td>1513</td> <td>\$100</td> <td>CJ</td> <td>View Instr</td> </tr> <tr> <td>05/02/2011</td> <td>6715</td> <td>1836</td> <td>\$100</td> <td>CJ</td> <td>View Instr</td> </tr> <tr> <td>06/20/2008</td> <td>6349</td> <td>160</td> <td>\$105,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/2007</td> <td>6073</td> <td>773</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>10/2006</td> <td>6024</td> <td>1876</td> <td>\$100,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>06/1979</td> <td>1340</td> <td>212</td> <td>\$100,000</td> <td>SC</td> <td>View Instr</td> </tr> <tr> <td>01/1978</td> <td>1192</td> <td>723</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	03/09/2012	6851	1513	\$100	CJ	View Instr	05/02/2011	6715	1836	\$100	CJ	View Instr	06/20/2008	6349	160	\$105,000	WD	View Instr	01/2007	6073	773	\$100	QC	View Instr	10/2006	6024	1876	\$100,000	WD	View Instr	06/1979	1340	212	\$100,000	SC	View Instr	01/1978	1192	723	\$100	QC	View Instr	<p>2011 Certified Roll Exemptions</p> <p>None</p> <hr/> <p>Legal Description <input type="checkbox"/></p> <p>N 161 10/100 FT OF S 164 58/100 FT OF LT 9 BLK E 1ST ADDN TO OAKCREST OR 6851 P 1513...</p> <hr/> <p>Extra Features</p> <p>ASPHALT PAVEMENT</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																																												
03/09/2012	6851	1513	\$100	CJ	View Instr																																												
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01/1978	1192	723	\$100	QC	View Instr																																												

<p>Parcel Information</p> <p>Section Map Id: 15-2S-30-2</p> <p>Approx. Acreage: 0.3300</p> <p>Zoned: <input type="checkbox"/> C-1 R-2</p>	<p> <input type="button" value="Restore Map"/> Get Map Image Launch Interactive Map </p>
---	--

Buildings	
Building 1 - Address:4100 W FAIRFIELD DR, Year Built: 1967, Effective Year: 1967	
<p>Structural Elements</p> <p>FOUNDATION-SLAB ON GRADE</p> <p>EXTERIOR WALL- CONCRETE BLOCK</p> <p>NO. PLUMBING FIXTURES-8.00</p> <p>EXTERIOR WALL- BRICK-BLK.BKUP.</p> <p>ROOF FRAMING- CONCRETE</p> <p>ROOF COVER-BLT UP MTL/GYP</p> <p>STORY HEIGHT- 10.00</p> <p>NO. STORIES-1.00</p> <p>INTERIOR WALL- PANEL-PLYWOOD</p> <p>INTERIOR WALL- DRYWALL-PLASTER</p> <p>FLOOR COVER- TERRAZZO</p> <p>DECOR/MILLWORK- AVERAGE</p> <p>HEAT/AIR-CENTRAL H/AC</p> <p>STRUCTURAL FRAME-MASONRY PIL/STL</p>	<p>119</p>

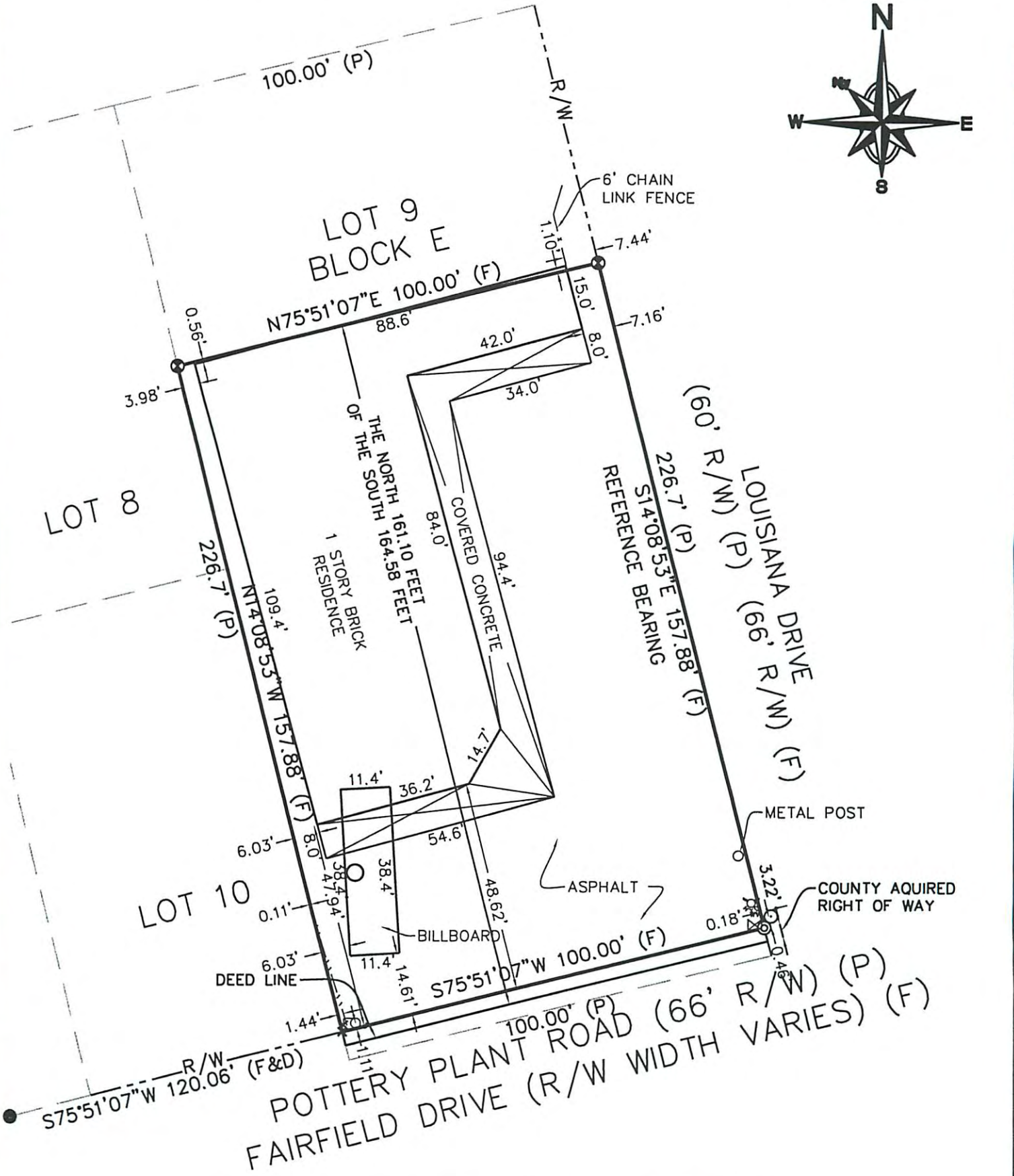


PREPARED FOR: OANH TRAN
 REQUESTED BY: TINA COBB ERA REALTY

JOB NO.: 10-18413-12
 DATE: JULY 30, 2012

PROPERTY ADDRESS: 4100 FAIRFIELD DRIVE

SCALE: 1"=30'



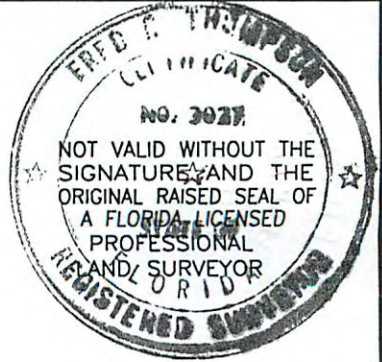
BOUNDARY SURVEY WITH IMPROVEMENTS

SHEET 1 OF 2 *MEASUREMENTS MADE TO UNITED STATES STANDARDS* P.C.: JR DRAFTED: JAS TYPED: JAS CHECKED: FRT

DESCRIPTION: SEE SHEET 2 OF 2
 SEC. 15, TWP. 1S, RGE. 30W, ESCAMBIA COUNTY, STATE OF FLORIDA.
 RECORDED O.R. BOOK 6349, PAGE 160. *THE ENCROACHMENTS ARE AS SHOWN*
 FIELD DATE: 7-27-12, FIELD BOOK: FRT6, PG. 52

NORTHWEST FLORIDA LAND SURVEYING, INC.
 FLORIDA CORPORATION NUMBER 7277
Fred R. Thompson 7/30/12
FRED R. THOMPSON PROFESSIONAL LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER **3027** STATE OF FLORIDA

REVISIONS:





NORTHWEST FLORIDA LAND SURVEYING, INC.
 7142 BELGIUM CIRCLE
 Pensacola, FL 32528
 (850) 432-1052

A PROFESSIONAL SERVICE ORGANIZATION

REC'D AUG - 2 2012



PREPARED FOR: OANH TRAN
 REQUESTED BY: TINA COBB ERA REALTY

JOB NO.: 10-18413-12
 DATE: JULY 30, 2012

PROPERTY ADDRESS: 4100 FAIRFIELD DRIVE SCALE: 1"=30'

DESCRIPTION AS FURNISHED: (OFFICIAL RECORDS BOOK: 6349, PAGE: 160)

THE NORTH 161.10 FEET OF THE SOUTH 164.58 FEET OF LOT 9, BLOCK E, OF 1ST ADDITION TO OAKCREST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 44, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 14 DEGREES 08 MINUTES 53 SECONDS EAST ALONG THE EAST LINE OF THE PROPERTY.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", BASE FLOOD ELEVATION N/A, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0370 G, REVISED SEPTEMBER 29, 2006.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 - 5J-17.173052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, FRED R. THOMPSON, AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.

DENOTES:

- ⊕ ~ 1/2" CAPPED IRON ROD, NUMBERED 7277 (PLACED)
- ⊙ ~ NAIL AND DISK, NUMBERED 7277 (PLACED)
- ~ NAIL AND DISK, UNNUMBERED (FOUND)
- x ~ "x" SCRIBED IN CONCRETE (FOUND)
- (P) ~ PLATTED INFORMATION
- (F) ~ FIELD INFORMATION
- R/W ~ RIGHT OF WAY
- SEC. ~ SECTION
- TWP. ~ TOWNSHIP
- RGE. ~ RANGE
- O.R. ~ OFFICIAL RECORD
- PG. ~ PAGE

CERTIFICATIONS:

FOUNTAIN, SCHULTZ & ASSOCIATES, P.L.
 OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 OANH TRAN

BOUNDARY SURVEY WITH IMPROVEMENTS

SHEET 2 OF 2 *MEASUREMENTS MADE TO UNITED STATES STANDARDS* P.C.: JR DRAFTED: JAS TYPED: JAS CHECKED: FRT

DESCRIPTION: SEE ABOVE DESCRIPTION
 SEC. 15 , TWP. 1S , RGE. 30W , ESCAMBIA COUNTY, STATE OF FLORIDA.
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NORTHWEST FLORIDA LAND SURVEYING, INC.
 FLORIDA CORPORATION NUMBER 7277
Fred R. Thompson 7/30/12
 FRED R. THOMPSON PROFESSIONAL LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 3027 STATE OF FLORIDA

REVISIONS:



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

RECEIPT

Receipt No. : **560585**

Date Issued. : 08/02/2012

Cashier ID : VHOWENS

Application No. : PRZ120800021

Project Name : Z-2012-21

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	2151	\$1,050.00	App ID : PRZ120800021
		\$1,050.00	Total Check

Received From : OANH TRAN

Total Receipt Amount : **\$1,050.00**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ120800021	653455	1,050.00	\$0.00	4100 W FAIRFIELD DR, PENSACOLA, FL, 32505

Total Amount :	1,050.00	\$0.00	Balance Due on this/these Application(s) as of 8/2/2012
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Development Services Department
Escambia County, Florida

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

15-25-30-6200-090-005
Property Reference Number

Danh Tran (850) 221-2892
Name danhtran1969@yahoo.com

4100 W. Fairfield Dr
Address

Teena Cobb (850) 501-5875
 Owner Agent teena.cobb@gmail.com
Referral Form Included? Y/N

MAPS PREPARED

PROPERTY INFORMATION

- Zoning
- FLU
- Aerial
- Other: _____

Current Zoning: R-2/C-1 Size of Property: .33 +/-
 Future Land Use: C Commissioner District: _____
 Overlay/AIPD: N/A Subdivision: Mayfair Oakrest
 Redevelopment Area*: N/A

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

COMMENTS

Desired Zoning: C-1

Is Locational Criteria applicable? yes If so, is a compatibility analysis required? no

Applicant wishes to purchase property once rezoning is approved to C-1. Majority of parcel is C-1 + wishes to rezone R-2 portion to C-1.

PB Meeting Sept 10th. Deadline August 2nd
BCC Meeting Oct. 4th

- 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: 7/23/12

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.

SAVAGE RONNIE M
1016 TORTUGA DR
PENSACOLA FL 32534

HSU KURTIS
575 W RINCON AVE
CAMPBELL CA 95008

FREEMAN DOROTHY JAMES
1858 BROYHILL LANE
PENSACOLA FL 32526

NGUYEN TRI SI & TUYET THI
1007 N 69TH AVE
PENSACOLA FL 32506

WILLIAMS EUNICE
309 N 57TH AVE
PENSACOLA FL 32506

BRADLEY JOISE A
10 WYOMING ST
PENSACOLA FL 32506

BATCHELOR CHARLES W & ELIZABETH V
2500 FARRIS AVE
PENSACOLA FL 32526

HAY RONNIE D & NEPPIE B
9538 TOWER RIDGE RD
PENSACOLA FL 32526

COX JAMES H IV & CHARLOTTE A
3325 ADRIAN RD
PENSACOLA FL 32504

COWAN ELIZABETH KAY
3 NEVADA CIR
PENSACOLA FL 32505

FLOWERS DEBRA
9658 WATERSHED DR
JACKSONVILLE FL 32220

ODOM CHARLOTTE
201 TENNESSEE DR
PENSACOLA FL 32505

BRICKER RANDY LLC
207 TENNESSEE DR
PENSACOLA FL 32505

HIBBS EMMA J
213 TENNESSEE DR
PENSACOLA FL 32505

WILLIAMS JANE E
12 WYOMING ST
PENSACOLA FL 32505

WATSON CHRISTOPHER S
PO BOX 34474
PENSACOLA FL 32507-4474

MCCLLOUD DIANA V
6 WYOMING ST
PENSACOLA FL 32505

DIXON JOSPEH D
9101 CARIBBEAN DR
PENSACOLA FL 32506

SCRUGGS CARL J & ANNA E
1918 W BELMONT ST
PENSACOLA FL 32501

ROZIER JACKIE
PO BOX 3719
PENSACOLA FL 32516-3719

BOYKINS GARRY SEAN
1806 N BARCELONA ST
PENSACOLA FL 32501

OWENS DOROTHY DIANE
5622 ESPERANTO DR
PENSACOLA FL 32526

TIMBROOK MICHAEL D
4116 W FAIRFIELD DR
PENSACOLA FL 32505

JACKSON LANDING PROPERTIES LLC
309 GEORGIA DR
PENSACOLA FL 32505

CORN RICHARD D & MARY A
205 EARL CT
PENSACOLA FL 32507

JOHN ALLEN INVESTMENT GROUP LLC
977 CRIMSON HEIGHTS CT
FORT WALTON BEACH FL 32547

MACPHERSON TERESA K
204 TENNESSEE DR
PENSACOLA FL 32505

MCPHAUL CLAYTON H
5620 CERNY RD
PENSACOLA FL 32526

CATTELL EULA M
1150 BRONSON RD
PENSACOLA FL 32506

REDDING KENNETH GREGORY JR
437 TAMPICO WAY
PENSACOLA FL 32506-6029

HERRING TOMMY N
3 NEW YORK DR
PENSACOLA FL 32505

ROBINSON ANTHONY T
11730 S WENTWORTH AVE
CHICAGO IL 60628

SHARPE KATHY A
5 WYOMING ST
PENSACOLA FL 32505

THOMPSON SUE ANN
3552 PINE FOREST RD
CANTONMENT FL 32533

YOUSEF HASHEM R
7101 JOY ST H6
PENSACOLA FL 32504

MERCHANT BRIAN D
5 NEW YORK DR
PENSACOLA FL 32505

GILCHRIST DAVID H
7 KENTUCKY DR
PENSACOLA FL 32505

SHUFORD THOMAS & SHARON
7185 SCHWAB DR
PENSACOLA FL 32504

KNAPP LEONARD A
7 WYOMING ST
PENSACOLA FL 32505

SHANNON EMMA
9 KENTUCKY DR
PENSACOLA FL 32505

CHIEFS ENDEAVORS LLC
PO BOX 4634
PENSACOLA FL 32507

BROWN JAMES E
101 KENTUCKY DR
PENSACOLA FL 32507

TRIPP DEBORAH J
11 WYOMING DR
PENSACOLA FL 32505

FREE SAMMIE E & JACQUELINE
103 KENTUCKY DR
PENSACOLA FL 32505

AYERS RAYMOND
5419 LODGE CREEK DR
HOUSTON TX 77066

BROWN VINCENT L
PO BOX 33237
PENSACOLA FL 32508

THIERGART OTTO E & LOIS B
9195 GULF BEACH HWY
PENSACOLA FL 32507

DATU FEDERICO I & CRISTINA M
4108 W FAIRFIELD DR
PENSACOLA FL 32505

DUVAL ANN L
8401 BRIESE LN
PENSACOLA FL 32514

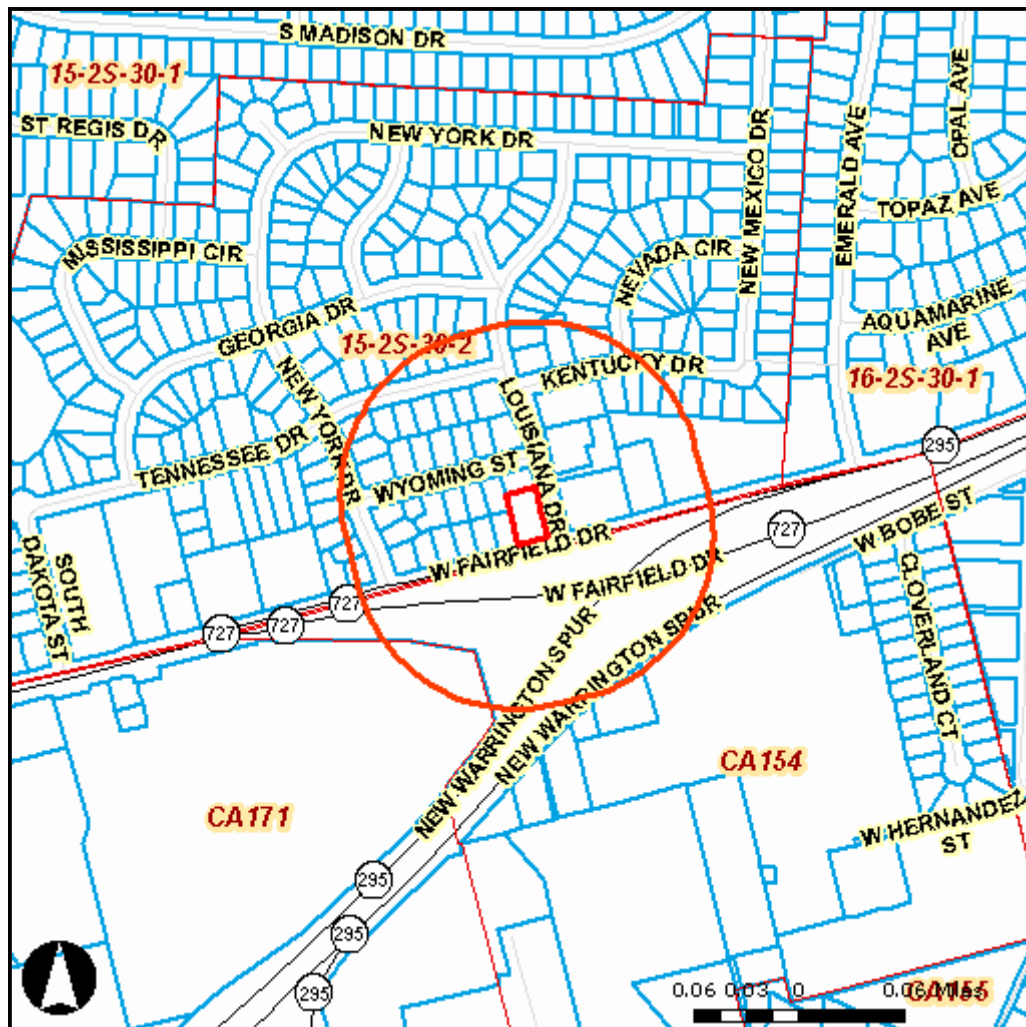
GLORY TO GOD
4000 W FAIRFIELD DR
PENSACOLA FL 32505

SALTER WILLIAM O & HELEN M
PO BOX 422
MILTON FL 32572

DELUNA MOBILE HOME PARK LLC
4005 W BOBE ST
PENSACOLA FL 32505

LOWES HOME CENTERS INC
ATTN TAX DEPT 1ETA (1142)
PO BOX 1000
MOORESVILLE NC 28115

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: 9/10/12

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-21 OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor Against

Name: Juan Oanh Tran

Address: 818 CHRISTIAN DR City, State, Zip: PENSACOLA, FL 3250

Email Address: OanhTran1969@yahoo.com Phone: 850 221-2892

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.
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

AI-3232

Growth Management Report 12. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 10/04/2012

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 of Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on September 10, 2012, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2012-09, Z-2012-18, Z-2012-19, Z-2012-20, and Z-2012-21 were heard by the Planning Board on September 10, 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.

Case No.:	Z-2012-09
Address:	2006 Border St
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

Case No.:	Z-2012-18
Address:	1011 Perdido Rd
Property Reference No.:	09-1N-31-1000-331-003
Property Size:	1 (+/-) acres
From:	VR-1, Villages Rural Residential District (one unit per 4 acres)

To: VR-2, Villages Rural Residential District (one unit per .75 acres)
FLU Category: MU-S, Mixed Suburban

Case No.: Z-2012-19
Address: 5603 N W St
Property Reference No.: 44-1S-30-1105-000-001
Property Size: 1.1 (+/-) acres
From: R-6, Neighborhood Commercial and Residential 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 Urban

Case No.: Z-2012-20
Address: 120 Cummings Rd, 100 Oleander St.
107 Oleander St, 111 Oleander St, 115 Oleander St
Property Reference No.: 35-1S-30-9000-000-015, 35-1S-30-9002-003-005, 35-1S-30-9002-006-005
35-1S-30-9002-009-005, 35-1S-30-9002-004-005
Property Size: 3.7 (+/-) acres
From: R-2, Single-Family District (Cumulative), Low-Medium Density
To: R-4, Multiple-Family District (cumulative), Medium-High Density (18 du/acre)
FLU Category: MU-U, Mixed Urban

Case No.: Z-2012-21
Address: 4100 W Fairfield Dr
Property Reference No.: 15-2S-30-6200-090-005
Property Size: .33 (+/-) acres
From: R-2, Single-Family District (Cumulative), Low-Medium Density/ C-1, Retail Commercial District (cumulative)
To: C-1, Retail Commercial District (cumulative)
FLU Category: C, Commercial

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2010); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

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-3191

Growth Management Report 12. 3.

BCC Regular Meeting

Public Hearing

Meeting Date: 10/04/2012

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

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 2 Administration

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending part III of the Escambia County Code of Ordinances (1999), the Land Development Code, as amended; Amending Article 2, Section 2.02.04., and Article 2, Section 2.04.00. of the Land Development Code by divesting the Escambia County Board of Adjustment of jurisdiction over appeals of administrative decisions regarding building permits issued by the Escambia County building inspections department.

BACKGROUND:

Through its Land Development Code, the Escambia County Board of County Commissioners has established an Escambia County Board of Adjustment and has vested the Board of Adjustment with the authority to hear appeals of certain administrative decisions rendered by Escambia County staff. The Board of Adjustment presently has the authority to hear appeals of administrative decisions approving the issuance of building permits by the Escambia County Building Inspections Department. However, County staff believes that this appeals process fosters uncertainty and delay for building permit applicants and could unduly restrict construction and development. Accordingly, County staff is seeking to divest the Board of Adjustment of its jurisdiction over administrative appeals related solely to the approval of building permits. An applicant or an affected party would still retain the right to challenge any building permit approvals through court or any other available legal means.

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 Ryan Ross, 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.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2012-_____

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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, AS AMENDED; AMENDING ARTICLE 2, SECTION 2.02.04., AND ARTICLE 2, SECTION 2.04.00. OF THE LAND DEVELOPMENT CODE BY DIVESTING THE ESCAMBIA COUNTY BOARD OF ADJUSTMENT OF JURISDICTION OVER APPEALS OF ADMINISTRATIVE DECISIONS REGARDING BUILDING PERMITS ISSUED BY THE ESCAMBIA COUNTY BUILDING INSPECTIONS DEPARTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners has established an Escambia County Board of Adjustment and has vested the Board of Adjustment with the authority to hear appeals of certain administrative decisions rendered by Escambia County staff; and

WHEREAS, the Board of Adjustment presently has the authority to hear appeals of administrative decisions related to the issuance of building permits made by the Escambia County Building Inspections Department; and

WHEREAS, to eliminate uncertainty and delay for building permit applicants, the Board of County Commissioners seeks to divest the Board of Adjustment of its authority to hear appeals of administrative decisions approving the issuance of building permits.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 2, Section 2.02.04., is hereby amended as follows:

2.02.00. Permits required.

2.02.04. Appeals, variances and conditional uses. No permit or development order may be issued by the county administrator, or his/her designee, for any development if such development would violate the terms and conditions of this Code. If an application for a conditional use, variance or administrative appeal, as defined and regulated by this Code, has been submitted, no permit or development order, with or without conditions, will be issued until the matter has been resolved pursuant to the provisions of this article.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 2, Section 2.04.00., is hereby amended as follows:

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2.04.00 Appeal of administrative decisions.

When it is alleged that there is an error in any order, requirement, decision or determination regarding issuance or denial of a development order, land use certificate or permit made by an administrative official in the administration of this chapter, the issue in dispute shall be taken before the board of adjustment. For cases on Pensacola Beach, the appeal shall first be reviewed by the Santa Rosa Island Authority Board, which shall then forward a recommendation to the BOA. An action sufficient to confer standing on a person aggrieved by an administrative decision, or administration of the Land Development Code would be an official action granting, denying or granting with conditions an application for a development order, ~~permit~~ or land use certificate, or an administrative decision denying an application for a building permit issued by the Escambia County Building Inspections Department. This section shall not apply to citations issued by code enforcement officers or to administrative decisions approving a building permit issued by the Escambia County Building Inspections Department.

Section 3. Severability.

It is declared the intent of the Board of County Commissioners that if any subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid or unconstitutional by a Court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 4. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Effective Date.

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

DRAFT

1 **DONE AND ENACTED** this _____ day of _____, 2012.

2
3 **BOARD OF COUNTY COMMISSIONERS**
4 **OF ESCAMBIA COUNTY, FLORIDA**

5
6 **By:** _____
7 **Wilson B Robertson, Chairman**

8
9
10 **ATTEST: ERNIE LEE MAGAHA**
11 **Clerk of the Circuit Court**

12
13 **By:** _____
14 **Deputy Clerk**

15
16 **(SEAL)**

17
18 **ENACTED:**

19
20 **FILED WITH THE DEPARTMENT OF STATE:**

21
22 **EFFECTIVE DATE:**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3269

Growth Management Report 12. 1.

BCC Regular Meeting

Consent

Meeting Date: 10/04/2012

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 November 1, 2012

A. 5:45 p.m. - A Public Hearing to amend the official Zoning map to include the following Rezoning Cases to be heard by the Planning Board on October 8, 2012.

- 1. Case No.:** **Z-2012-22**
Address: 1610 N "Q" St
Property Reference No.: 17-2S-30-1300-002-007
Property Size: 1.41(+/-) acres
From: R-2 Single-Family District (Cumulative), Low-Medium Density (7du/acre) & R-3 One-Family and Two-Family District, (Cumulative) Medium Density (10du/acre)
To: R-5 Urban Residential/Limited Office District, (Cumulative) High Density (20du/acre).
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 3
Requested by: Jimmie Black, Agent for New Birth Baptist Church
- 2. Case No.:** **Z-2012-23**
Address: 1926 Creighton Rd
Property Reference No.: 31-1S-30-1901-200-002
Property Size: 3.28(+/-) acres
From: R-2, Single Family District (cumulative) Low-Medium Density/C-1 Retail Commercial District (cumulative)

To: C-1, Retail Commercial District (cumulative)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 4
Requested by: Michael Russo, Agent for Edna Munro, Owner

3. Case No.: Z-2012-24

Address: 1100 Conference Rd
Property Reference No.: 10-1N-30-4001-000-000
Property Size: 46.10 (+/-) acres
From: VAG-2, Villages Agriculture District
To: V-2, Villages Single Family Residential - Gross Density (two units per acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 5
Requested by: Wiley C. "Buddy" Page, Agent for Warren & Kathleen Brown, Owner

4. Case No.: Z-2012-25

Address: 617 70th Ave and 7008 W. Jackson St
Property Reference No.: 11-2S-31-5410-000-000; 11-2S-31-5410-001-001
Property Size: .53(+/-) acres
From: R-2, Single Family Residential
To: C2NA, General Commercial and Light Manufacturing District (cumulative); no sale of alcohol allowed
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 1
Requested by: Freddy Powell, Owner

B. 5:46 p.m. - A Public Hearing - Small Scale Comprehensive Plan Amendment SSA-2012-03

C. 5:47 p.m. - A Public Hearing - Administrative Appeals



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3268

County Administrator's Report 12. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/04/2012

Issue: Memorandum of Understanding with Escambia County 4-H Foundation for Maintenance Worker FY 2012-2013

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Understanding with the Escambia County 4-H Foundation, Inc., for a Camp Caretaker (Maintenance Worker) Position for Fiscal Year 2012-2013 - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Memorandum of Understanding (MOU) between the Escambia County Board of Commissioners and the Escambia County 4-H Foundation, Inc.:

A. Approve the MOU that will provide for the Escambia County 4-H Foundation, Inc., to fund a part-time Camp Caretaker (Maintenance Worker) position at the Langley Bell 4-H Center, as a Grant-funded position for Fiscal Year 2012-2013; and

B. Authorize the Chairman to sign the MOU.

BACKGROUND:

The maintenance worker (4-H camp caretaker) position became unfunded by the County in FY 2008-2009. Realizing the importance of maintaining the Langley Bell 4-H Center, the Escambia County 4-H Foundation, Inc., approved funding this position in a part-time capacity. The 4-H Foundation has agreed to continue funding the position with future funding to remain at the discretion of the 4-H Foundation pending annual budget review and approval. The Foundation has approved funding twenty (20) hours per week during the months of October through April and twenty-nine (29) hours per week during the months of May through September (mowing season).

BUDGETARY IMPACT:

The MOU will not have a budgetary impact on the County. The 4-H Foundation will be responsible for providing the funds to the County in a lump sum payment, and the County will be responsible for disbursing the funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

The MOU was updated by Kristin Hual of the County Attorney's Office on 09-13-2012.

PERSONNEL:

The MOU will not result in any additional personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

BCC Policy Section II, B.8., states that resolutions, agreements, and contracts shall be drafted or received for review by the legal staff.

IMPLEMENTATION/COORDINATION:

Once the MOU is executed and funds received from the Escambia County 4-H Foundation, the Extension Office will forward payment to the Budget Office for their further processing. The Extension Office will coordinate with Management & Budget Services, Clerk's Payroll and the Escambia County 4-H Foundation for implementation of the MOU.

Attachments

MOU FY12-13 Caretaker-Signed by Legal

4H Foundation Vote for Funding Caretaker-FY2012-2013

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AND THE ESCAMBIA COUNTY 4-H FOUNDATION, INC., TO COOPERATE IN FUNDING A CAMP MAINTENANCE WORKER POSITION.

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County") and the Escambia County 4-H Foundation, Inc. (hereinafter referred to as "the 4-H Foundation").

WITNESSETH:

WHEREAS, the 4-H Foundation seeks to improve the community through various agricultural and educational projects; and,

WHEREAS, County seeks to improve the quality of life for its citizens through similar projects; and,

WHEREAS, to further this mutual goal, County and the 4-H Foundation cooperate in the maintenance of facilities at the Langley Bell 4-H Center; and,

WHEREAS, County and the 4-H Foundation have determined that a paid caretaker is a necessary component to maintain the Langley Bell 4-H Center; and,

WHEREAS, County and the 4-H Foundation seek to ensure that the caretaker position remains fully funded for the 2012-13 fiscal year.

NOW THEREFORE, it is mutually agreed that the parties enter into this Memorandum of Understanding (MOU) subject to the terms and conditions recited below.

1. THE 4-H FOUNDATION

1.1 The 4-H Foundation agrees to provide the County with a lump-sum payment for the position of Camp Caretaker (Maintenance Worker), as defined by the County's employment position classification plan and compensation plan. The lump-sum payment shall be equivalent to:

- (a) Forty (40) hours of pay for every two-week pay period between October 1, 2012, and April 30, 2013.
- (b) Fifty-eight (58) hours of pay for every two-week pay period between May 1, 2013, and September 30, 2013.

The 4-H Foundation shall also pay any additional increases associated with the additional hours, such as FICA or workers compensation. The

lump-sum payment shall be provided within fifteen (15) business days from the effective date of the MOU.

- 1.2 The 4-H Foundation agrees that the intent of this agreement is to fund the position of Camp Caretaker as a position that performs twenty (20) hours of work in a regular work-week between October 1, 2012, and April 30, 2013, and twenty-nine hours (29) of work in a regular work-week between May 1, 2013, and September 30, 2013.
- 1.3 The 4-H Foundation agrees that this one-time payment shall constitute its share of funding for the fiscal year in which the agreement becomes effective. Funding for subsequent fiscal years must be agreed to on an annual basis.
- 1.4 The 4-H Foundation agrees that the amount of the lump-sum payment shall be calculated by the Escambia County Office of Management and Budget.
- 1.5 The 4-H Foundation agrees that the Camp Caretaker is the employee of the County and that the position is the equivalent of a grant-funded position and shall be governed by all applicable County personnel rules and regulations, and that the County shall have the sole authority to hire and fire any employee who holds the position. The 4-H Foundation further agrees that the County shall have the sole authority to amend, modify, or delete any duties listed for the Camp Caretaker position.

2. COUNTY

- 2.1 The County assumes all legal responsibility as the employer of the Camp Caretaker, including distribution of wages and other compensations and associated increases owed to the Camp Caretaker in compliance with the applicable federal, state, and other payroll tax requirements. The County shall provide workers compensation, tax withholding, and other benefits as may be appropriate for a grant-funded position under the County's policies and procedures.
- 2.2 The County agrees that if the 4-H Foundation elects to discontinue funding at any time, the position may be abolished at the discretion of the County and the employee holding the position at the time of abolition shall not be entitled to continued employment with the County.

3. TERMINATION:

Termination shall be at will because of lack of funds or failure to satisfactorily perform the duties and obligations of this MOU. Termination shall be upon

twenty-four (24) hours notice by either party for lack of funding, or failure to perform.

4. **GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

5. **FURTHER DOCUMENTS:**

The Parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

6. **NO WAIVER:**

The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida by and through its Board of County Commissioners signing by and through its Chairman who is authorized to execute the same and the Escambia County 4-H Foundation, Inc. by and through its Chairperson authorized to execute the same.

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

By: _____
Wilson B. Robertson, Chairman

By: _____
Deputy Clerk

Date: _____

BCC Approved: _____

(SEAL)

This document approved as to form and legal sufficiency.

By: [Signature]
Title: 4-H
Date: 9/13/12

THE ESCAMBIA COUNTY 4-H
FOUNDATION, INC.

ATTEST:

By: _____

By: _____
Corporate Secretary

Date: _____

(CORPORATE SEAL)

Knight-Marlow,Felicia

From: Allen,Pamela H
Sent: Monday, September 24, 2012 3:27 PM
To: Knight-Marlow,Felicia
Subject: FW: 4-H FOUNDATION VOTE ON CARETAKER SALARY 2012-2013

From: Allen,Pamela H
Sent: Tuesday, September 18, 2012 12:25 PM
To: Knight-Marlow,Felicia
Subject: FW: 4-H FOUNDATION VOTE ON CARETAKER SALARY 2012-2013

Felicia,

Consider this as the official approval for funding the Langley Bell 4-H Center caretaker position for 2012 – 2013.

Pam Allen

From: Lainhart,FrancesM
Sent: Tuesday, September 18, 2012 11:29 AM
To: Allen,Pamela H
Subject: 4-H FOUNDATION VOTE ON CARETAKER SALARY 2012-2013

Pam

We have the following responses from the Foundation Executive Committee pertaining to approval of \$19,885.00 for Langley Bell Center caretaker position, Ellis Miller, for 2012-2013:

George Carpenter: approve via phone
Eric Gleaton: approve via email
Gwen Crosby: approve via email
Joe Vidak: approve via email
Jerry Unruh: approve via email
Dave Timberlake: approve via phone

I haven't been able to reach John Scott.

Fran Lainhart
Escambia County 4-H Assistant
850-475-5230
fax 850-475-5233
[Escambia County 4-H Website](#)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3230

County Administrator's Report 12. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/04/2012

Issue: Conveyance of Two Parcels of Property to the Florida Department of Transportation (FDOT) for the Interstate 10 (I-10) Improvement Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of Two Parcels of Property to the Florida Department of Transportation for the Interstate 10 Improvement Project – Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of two parcels of property (Parcel 1 consisting of approximately 0.684 acres and Parcel 2 consisting of approximately 1,600 square feet) to the State of Florida, Department of Transportation (FDOT) for their planned improvement project for the portion of Interstate 10 (I-10) between Davis Highway and Scenic Highway:

A. Adopt the Resolution authorizing the conveyance of two parcels of property (Parcel 1 consisting of approximately 0.684 acres and Parcel 2 consisting of approximately 1,600 square feet) to FDOT for their planned improvement project for the portion of I-10 between Davis Highway and Scenic Highway; and

B. Authorize the Chairman to execute the Deed, the Resolution, and all other documents related to the transfer without further action of the Board.

FDOT has designed a project to make improvements to the portion of I-10 between Davis Highway and Scenic Highway. The project includes adding lanes and upgrading the related stormwater drainage systems. Design indicates the need for additional properties along I-10 to facilitate these improvements. Therefore, FDOT is requesting that the County convey the two referenced parcels to FDOT. Staff has reviewed this request and has no objection to the conveyance of these parcels.

BACKGROUND:

The Florida Department of Transportation (FDOT) has designed a project to make improvements to the portion of Interstate 10 (I-10) between Davis Highway and Scenic Highway. The project includes adding lanes and upgrading the related stormwater drainage systems. Design indicates the need for additional properties along I-10 to facilitate these improvements. Therefore, FDOT is requesting that the County convey the two referenced parcels to FDOT. Staff has reviewed this request and has no objection to the conveyance of these parcels.

BUDGETARY IMPACT:

All costs associated with accepting and the recording of documents will be borne by FDOT.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Deed and Resolution were approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on July 30, 2012.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Deed

Resolution

FDOT Map-Parcel 1

FDOT Map-Parcel 2

Aerial Map

This document was prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DEED

THIS DEED is made this _____ day of _____, 2012, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and State of Florida, Department of Transportation, whose address is P.O. Box 607, Chipley, Florida 32428 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the following described land in Escambia County, Florida:

See attached Exhibit A

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2012 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR RESERVES 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 the same.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Wilson B. Robertson, Chairman

Deputy Clerk

This document approved as to
and legal sufficiency.

By SG West
Title Asst. County Attorney
Date July 30, 2012

EXHIBIT "A"

(POND SITE NO. 3 – PART)

Parcel 1:

A parcel of land being in Section 9, Township 1 South, Range 29 West, Escambia County, Florida described as follows: Commence at a 4 inch by 4 inch concrete monument (no id.) marking the northwest corner of said Section 9; thence South 09° 46' 03" East 1,639.85 feet along the west line of said Section 9 to the centerline of survey of State Road 8 (I-10), as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 2224771 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence South 87° 05' 35" East 385.04 feet along said centerline of survey; thence departing said centerline run North 29° 33' 32" East 167.83 feet to an intersection of the existing northerly Limited Access (L.A.) Right of Way line with the east line of Wooded Glen East Subdivision, as per plat recorded in Plat Book 17, Page 28 of the Public Records of Escambia County, Florida and POINT OF BEGINNING; thence continue North 29° 33' 32" East 73.85 feet along said east line of Wooded Glen East Subdivision to the southerly line of that certain property as described in Official Records Book 5110. Page 777, said Public Records [existing northerly right of way line of a 66.00 foot County right of way (not open)]; thence South 87° 05' 35" East 447.23 feet along said southerly property line; thence departing said property line, run South 23° 32' 00" West 70.52 feet to said existing northerly L.A. Right of Way line of State Road 8; thence North 87° 05' 35" West 455.52 feet along said northerly L.A. Right of Way line to POINT OF BEGINNING; Containing 0.684 acres, more or less:

And also:

Parcel 2:

All the rights and interest of Escambia County, Florida, in and to the existing right of way of deeded and used State Road No. 10A/U.S. 90 (Scenic Highway) and the existing right of way portions of other deeded or maintained streets/roads lying between State Road 8 (I-10) and Piper Glen Drive in Section 6, Township 1 South, Range 29 West, Escambia County, Florida and lying within the required right of way, as shown on Right of Way Map F.P. No. 2224771, State Road 10A/U.S. 90, as filed in the office of the Department of Transportation, Chipley, Florida; Containing approximately 1600 square feet, more or less.

RESOLUTION R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a parcel of real property (Property) located in Escambia County, Florida, more particularly described in the Deed attached to this resolution as Exhibit A; and

WHEREAS, the State of Florida, Department of Transportation (FDOT) has requested that the County convey the Property to it to facilitate construction of a stormwater retention pond on the adjacent parcel; 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 FDOT under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to FDOT 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 donate the Property to FDOT for the recited consideration of One Dollar (\$1.00), with all costs associated with accepting the deed and recording it in the public records being borne by FDOT.

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, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved and legal sufficiency.

By: [Signature]
Title Asst. County Attorney
Date July 30, 2012

EXHIBIT A

This document was prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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GRANTOR RESERVES an undivided 3/4 interest in, and title in and to an undivided 3/4 interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Wilson B. Robertson, Chairman

Deputy Clerk

This document approved as to form and legal sufficiency.

By SG West
Title Asst. County Attorney
Date July 30, 2012

EXHIBIT "A"

(POND SITE NO. 3 – PART)

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And also:

Parcel 2:

All the rights and interest of Escambia County, Florida, in and to the existing right of way of deeded and used State Road No. 10A/U.S. 90 (Scenic Highway) and the existing right of way portions of other deeded or maintained streets/roads lying between State Road 8 (I-10) and Piper Glen Drive in Section 6, Township 1 South, Range 29 West, Escambia County, Florida and lying within the required right of way, as shown on Right of Way Map F.P. No. 2224771, State Road 10A/U.S. 90, as filed in the office of the Department of Transportation, Chipley, Florida; Containing approximately 1600 square feet, more or less.

FDOT Right of Way Map F.P. No. 2224771, State Road 10A/U.S. 90 Parcel 113

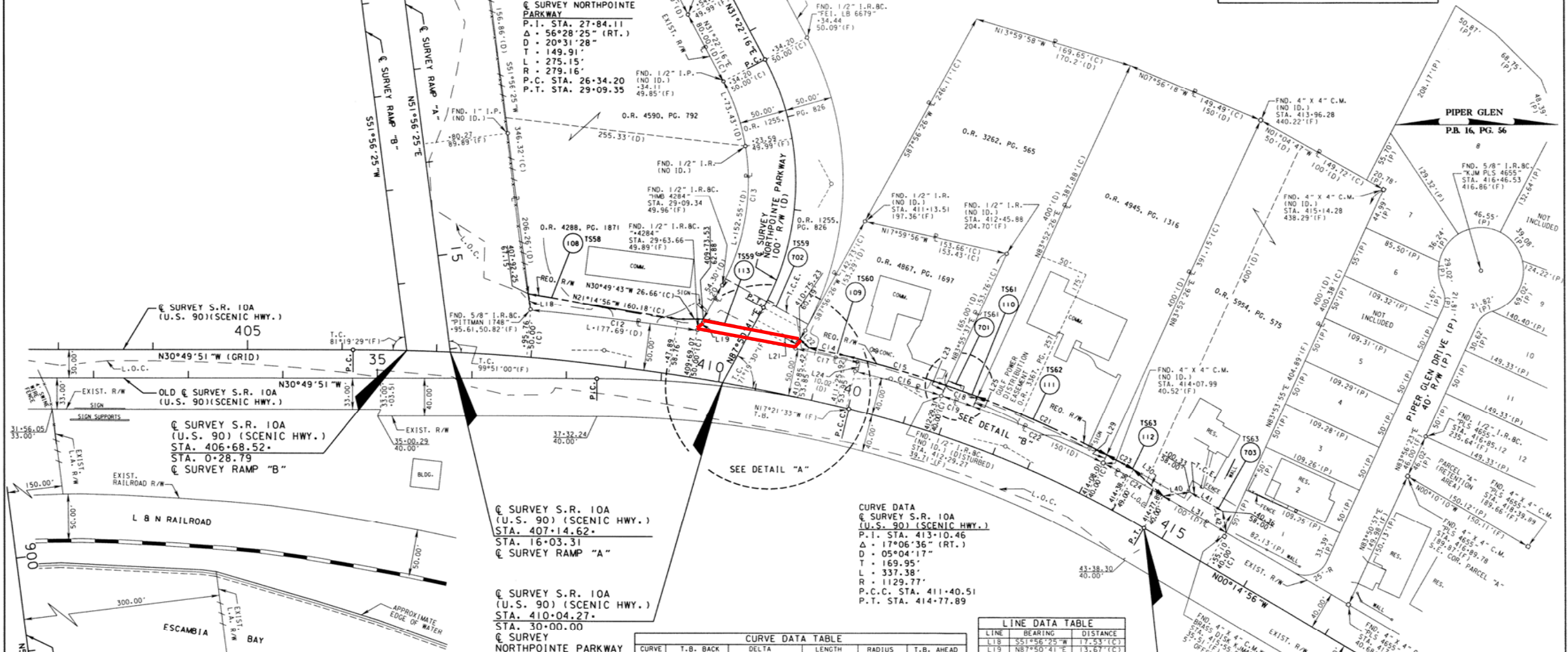
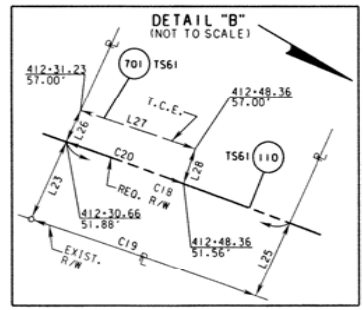
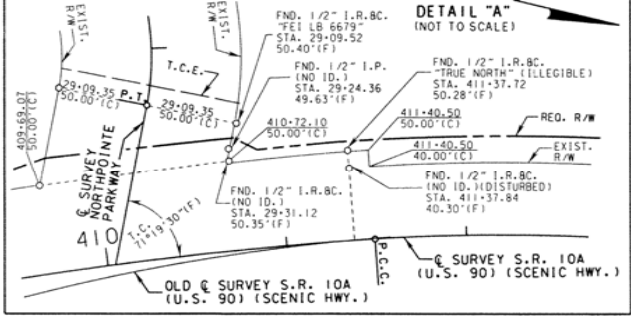
Parcel 2

JOSEPH NORIEGA GRANT

P.I. STA. 10+12.67
 Δ = 90°00'00" (LT.)
 D = 24°48'12"
 T = 231.00'
 L = 362.85'
 R = 231.00'
 P.C.C. STA. 7+81.67
 P.T. STA. 11+44.52

**CURVE DATA
 @ SURVEY RAMP "B"**
 P.I. STA. 6+49.81
 Δ = 90°00'00" (LT.)
 D = 24°48'13"
 T = 231.00'
 L = 362.86'
 R = 231.00'
 P.C. STA. 4+18.81
 P.C.C. STA. 7-81.67

**CURVE DATA
 @ SURVEY NORTHPOINTE PARKWAY**
 P.I. STA. 27+84.11
 Δ = 56°28'25" (RT.)
 D = 20°31'28"
 T = 149.91'
 L = 275.15'
 R = 279.16'
 P.C. STA. 26+34.20
 P.T. STA. 29+09.35



**CURVE DATA
 @ SURVEY S.R. 10A
 (U.S. 90) (SCENIC HWY.)**
 P.I. STA. 408+77.35
 Δ = 13°28'18" (RT.)
 D = 02°32'52"
 T = 265.60'
 L = 528.76'
 R = 2248.84'
 P.C. STA. 406+11.75
 P.C.C. STA. 411+40.51

**CURVE DATA
 @ SURVEY S.R. 10A
 (U.S. 90) (SCENIC HWY.)**
 P.I. STA. 40+42.67
 Δ = 30°34'54" (RT.)
 D = 05°02'46"
 T = 310.43'
 L = 606.05'
 R = 1135.46'
 P.C. STA. 37+32.24
 P.T. STA. 43+38.30

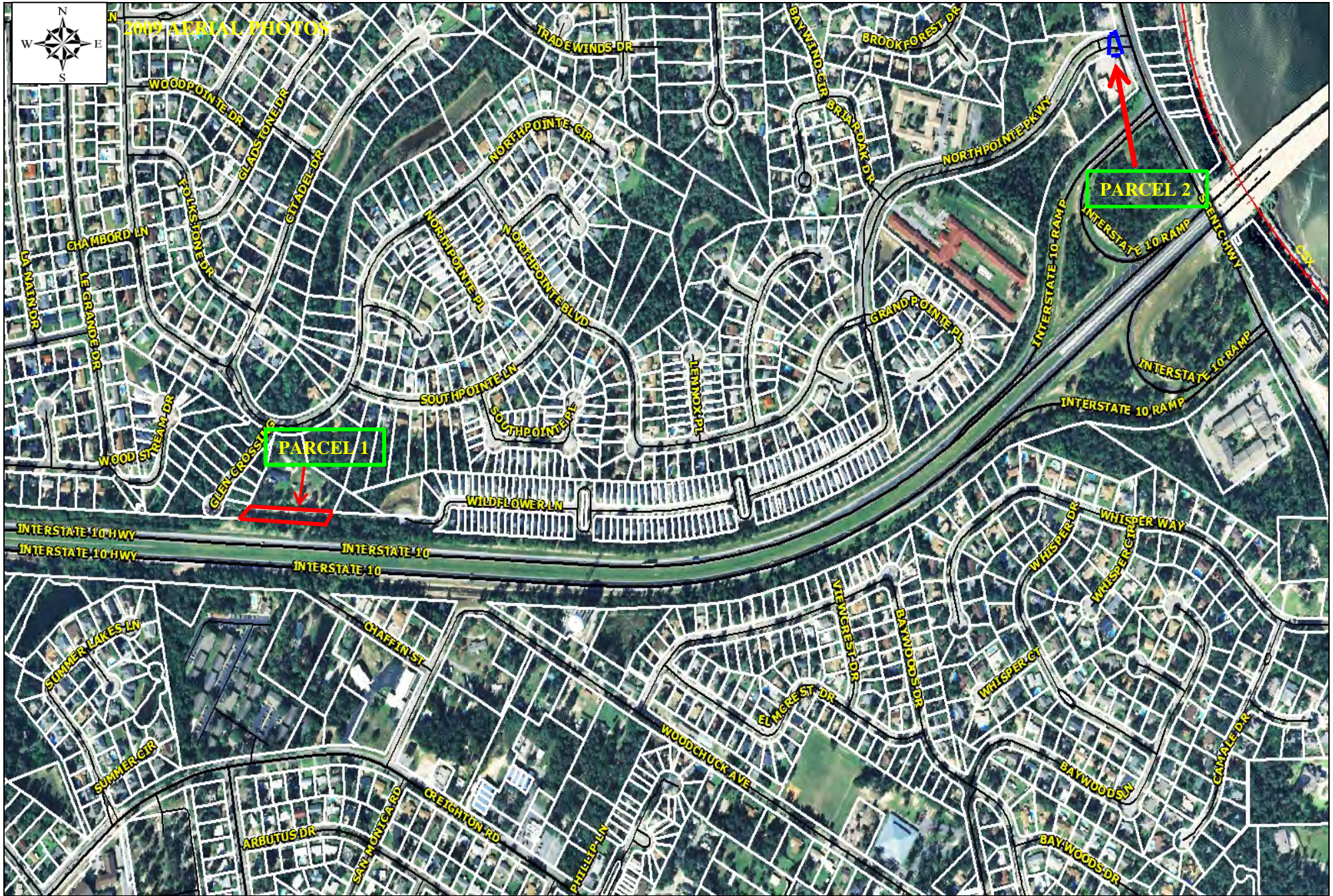
**CURVE DATA
 @ SURVEY S.R. 10A
 (U.S. 90) (SCENIC HWY.)**
 P.I. STA. 413+10.46
 Δ = 17°06'36" (RT.)
 D = 05°04'17"
 T = 169.95'
 L = 337.38'
 R = 1129.77'
 P.C.C. STA. 411+40.51
 P.T. STA. 414+77.89

CURVE DATA TABLE				
CURVE	T.B. BACK	DELTA	LENGTH	T.B. AHEAD
C12	S21°43'36"E	04°24'56"(LT.)	177.17'(C)	2298.84' S26°08'33"E
C13	N31°22'18"E	00°36'48"(RT.)	41.46'(C)	229.16' N87°50'41"E
C14	N18°41'45"W	00°36'48"(RT.)	41.46'(C)	3874.00' N18°04'58"W
C15	N16°51'19"W	05°03'55"(RT.)	109.32'(C)	1236.54' N11°47'23"W
C16	S12°51'20"E	04°30'13"(LT.)	91.95'(C)	1169.77' S17°21'33"E
C17	S17°21'33"E	01°42'35"(LT.)	69.93'(C)	2298.84' S19°06'07"E
C18	N11°47'23"W	01°38'25"(LT.)	35.40'(C)	1236.54' N10°08'59"W
C19	S11°07'06"E	01°44'14"(LT.)	35.47'(C)	1169.77' S12°51'20"E
C20	S10°55'55"E	00°51'29"(LT.)	18.52'(C)	1236.54' S11°47'23"E
C21	N10°08'59"W	06°55'41"(RT.)	149.52'(C)	1236.54' N03°13'18"W
C22	S01°47'34"E	07°19'32"(LT.)	148.56'(C)	1169.77' S11°07'06"E
C23	N03°13'18"W	01°29'07"(RT.)	32.05'(C)	1236.54' N01°44'11"W
C24	S00°14'56"E	03°32'38"(LT.)	72.35'(C)	1169.77' S03°47'34"E
C25	S51°56'25"W	02°39'16"(LT.)	29.65'(C)	640.00' S49°17'09"W
C26	N35°51'44"E	04°29'28"(LT.)	58.00'(C)	739.95' N31°22'16"E

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L18	S51°56'25"W	173.53'(C)
L19	N87°50'41"E	13.67'(C)
L20	N87°50'41"E	41.40'(C)
L21	S9°56'26"W	10.97'(C)
L22	N13°31'27"E	12.39'(C)
L23	N8°55'31"E	11.96'(C)
L24	S72°38'27"W	10.00'(C)
L25	N8°52'26"E	11.33'(C)
L26	S8°55'31"W	5.16'(C)
L27	N12°19'26"W	17.99'(C)
L28	N78°06'38"E	5.44'(C)
L29	N8°52'26"E	9.32'(C)
L30	N11°06'19"E	42.05'(C)
L31	S00°14'56"E	77.21'(C)
L32	N38°58'30"W	28.77'(C)
L41	N00°14'56"W	40.03'(C)
L42	N50°26'23"E	23.26'(C)

**@ SURVEY S.R. 10A
 (U.S. 90) (SCENIC HWY.)
 STA. 414+77.89**
 END OLD @ SURVEY S.R. 10A
 (U.S. 90) (SCENIC HWY.)

FDOT REQUEST FOR THE CONVEYANCE OF TWO PARCELS OF COUNTY PROPERTY FOR THE I-10 IMPROVEMENT PROJECT



ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
LWG 07/15/12 DISTRICT 4



PARCEL 1: PROPERTY FOR RETENTION POND



PARCEL 2: PROPERTY FOR RIGHT-OF-WAY IMPROVEMENT



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3215

County Administrator's Report 12. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/04/2012

Issue: Community Center License and Management Agreement for Molino Community Center & Historical Museum

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Community Center License and Management Agreement for the Molino Community Center & Historical Museum - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Community Center License and Management Agreement between Escambia County and the Molino Mid-County Historical Society Inc., for the Molino Community Center & Historical Museum, with an effective date of October 5, 2012.

BACKGROUND:

The Department of Community Affairs, at the direction of the Board, has partnered with local, non-profit organizations in the management of community centers throughout the county. These organizations assist in providing a vital service to the citizens of their communities by their operations. The majority of the County-owned community centers in Escambia County operate under Community Center License and Management Agreements.

The Molino Mid-County Historical Society has met all of the qualifications for a Florida non-profit organization and obtained the proper insurance coverage as required by the County. The Molino Community Center & Historical Museum was deemed substantially complete in September. A partially executed copy of the Molino agreement has been attached to the recommendation for reference purposes.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Community Center License and Management Agreement was prepared in conjunction with the County Attorney Office, and has been approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for such agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs will coordinate all efforts on behalf of the County with the respective organization and all pertinent departments regarding the Agreement.

Attachments

Molino Community Center License Management Agreement

Tax Exempt Certificate for Molino Mid-County Historical Society, Inc.

**COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT**

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this 5th day of **October, 2012** by and between **Escambia County**, a political subdivision of the State of Florida, whose address is **221 Palafox Place, Ste. 420 Pensacola, Florida 32502** (County), and the **Molino Mid-County Historical Society, Inc.**, a Florida not-for-profit corporation whose mailing address is **P. O Box 333, Molino, FL 32577** (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as the **Molino Community Center & Historical Museum - 6450 Highway 95-A North, Molino, FL 32577** (Community Center); and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. COMMUNITY CENTER USE AND MANAGEMENT. The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization agrees that the

Community Center will remain available for use by other citizens and community organizations at all times for activities which do not interfere with the Organization's scheduled activities.

During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers various programs for the public benefit and will organize programs in accordance with the terms in the Agreement. The Organization has priority in scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

The Organization may grant preferences to programs designated as group activities.

The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises.

2. TERM. The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of the three (3) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The Agreement will automatically renew for two (2) additional one (1) year terms unless thirty (30) days prior to the end of any renewal term, either the Organization or the County gives written notice of intent not to renew. The term of this Agreement begins on the 5th day of **October, 2012** and ends on the 4th day of **October, 2015**.

3. PAYMENT OF RENT. The Organization agrees to pay to the County the sum of one dollar (\$1) per year, payable in advance for the initial agreement term of three (3) years. The County acknowledges receipt of three dollars (\$3).

4. NOTICES. Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

**County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502**

TO THE ORGANIZATION

**Molino Mid-County Historical Society, Inc.
P. O. Box 333
Molino, Florida 32577**

With a copy to:

**County Attorney's Office
221 Palafox Place, 430
Pensacola, Florida 32502**

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. ORGANIZATION DOCUMENTS. At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County; certificate of insurance, financial report, board member roster, activity report, and organization equipment inventory. Failure to provide said documents to the County by November 1 of any year could result in the termination of this Agreement.

6. MEDIATION. The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

7. CONSTRUCTION OF IMPROVEMENTS. The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are complied with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

8. MAINTENANCE. The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. REVENUE/INCOME. Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense.

10. EQUIPMENT. An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. TERMINATION. The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

12. RECORDS. The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe subject to disclosure to members

of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this agreement.

13. ENTIRE AGREEMENT. The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. HEADINGS. Headings and subtitles used throughout this agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

15. SUCCESSORS AND ASSIGNS. Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized. In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. SURVIVAL. All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. INSURANCE. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with \$500,000 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, and contractual liability, and sports participation cannot be excluded. The Organization must also require any other organization using the Community Center for organized events to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of \$500,000 per event and issue certificates to other organizations using the Community Center for special events.

All insurance carriers must be rated "A minus," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder". Certificates must be mailed to **Department of Community Affairs-Division of Community Services, 221 Palafox Place, Pensacola, Florida 32502.** Certificates must

reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

18. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

21. SMOKING AND ALCOHOL POLICY. Alcohol use is prohibited at all times on the grounds of the community center as well as within the structure of the Community Center. Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the

Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. **ACKNOWLEDGEMENT.** The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:

Board of County Commissioners
Escambia County, Florida

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Wilson B. Robertson, Chairman

Deputy Clerk

(SEAL)

ORGANIZATION:

Molino Mid-County Historical Society, Inc.
P. O. Box 333
Molino, Florida 32577

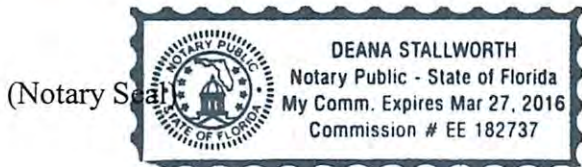
Witness: Ruth Gordon
Print Name: Ruth Gordon

By: Lillian F. King
Its: **President**

Witness: Ian F. King
Print Name: Ian F. King

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this **6th** day of **September, 2012**, by **Lillian F. King**, as **President** of the **Molino Mid-County Historical Society, Inc.** She is personally known to me, or produced identification. Type of identification produced FL Driver License.



[Signature]
Signature of Notary Public

Printed Name of Notary Public
Deana E. Stallworth

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACF
Date: 9/7/12



Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012603661C-6	01/31/2012	01/31/2017	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

MOLINO MID COUNTY HISTORICAL SOCIETY INC
100 FILLINGIM LN
MOLINO FL 32577-4130



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JAN 24 2002

MOLINO MID-COUNTY HISTORICAL
SOCIETY INC
C/O LILLIAN F KING
100 FILLINGIM LN
MOLINO, FL 32577

Employer Identification Number:
59-3611334

DLN:

17053225008011

Contact Person:

DAVID AGUILERA

ID# 75867

Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31

Form 990 Required:
Yes

Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware

Letter 947 (DO/CG)

MOLINO MID-COUNTY HISTORICAL

of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

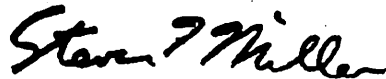
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Steven T. Miller
Director, Exempt Organizations



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3239

County Administrator's Report 12. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/04/2012

Issue: 5:31 p.m. Public Hearing Request for Fiscal Year 2012/2013 Rebudgets

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for Re-budgeting Ongoing Grant and Project Funding - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on October 18, 2012, at 5:31 p.m., concerning re-budgeting ongoing Grant and project funding that will amend the Fiscal Year 2012/2013 Budget and appropriate these funds for those related ongoing Grants and projects.

BACKGROUND:

Re-budgets are funds for grants and projects that were approved in FY2011/12 or earlier, but since the associated projects were not completed, the associated funding must be brought forward into the FY2012/13 Budget, so the grants and project expenditures can be completed.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3272

County Administrator's Report 12. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/04/2012

Issue: Disposition of Surplus Property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Surplus Property for the Office of Purchasing - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the request for disposition of property for the Office of Purchasing for two items of obsolete equipment, which are Property Number 54178, H.P. Business Ink Jet 2800 Color Printer, and Property Number 50939, Ricoh Imaging System. The items are to be disposed according to procedures for disposition of property.

BACKGROUND:

Escambia County, FL policy establishes the procedures for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.06.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Office of Purchasing will remove the property tags and return the tags and signed Disposition to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Office of Purchasing's Inventory.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3296

County Administrator's Report 12. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/04/2012

Issue: Out-of-County Travel

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

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Out-of-County Travel - Charles R. "Randy" Oliver, County Administrator

That the Board authorize out-of-County travel for the following:

- A. Any representative of the Commission, the County Administrator, and/or the County Attorney wishing to participate in the conference/events, as noted on the 2012/2013 Annual Travel/Conference Schedule;
- B. Commissioners participating in the Florida Association of Counties' Certified County Commissioner and Advanced Certified County Commissioner Programs; and
- C. Commissioner Gene M. Valentino and Commissioner Grover C. Robinson, IV, who are required to attend various meetings with the Florida Association of Counties' Board of Directors.

BACKGROUND:

The attached conference/events schedule lists conferences and workshops that members of the Board of County Commissioners, the County Administrator, and/or the County Attorney may wish to attend.

BUDGETARY IMPACT:

Expenditures for travel expenses will be from budgeted funds within the appropriate Cost Center for the traveler.

LEGAL CONSIDERATIONS/SIGN-OFF:

Travel reimbursement is in compliance with Florida Statutes Chapter 112.061 Per Diem and Travel Expenses and the Board of County Commissioner's Policy "Out-of-County Travel, Section I, Part C.4."

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy, Section I, Part C.4{A}, requires Commission approval for travel out of the County by the Commissioners, the County Administrator, and the County Attorney.

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will handle all of the details associated with the above conferences.

Attachments

Annual Conference Schedule 2012-2013

ANNUAL TRAVEL/CONFERENCE SCHEDULE 2012-2013

DATE	ORGANIZATION	TYPE OF MEETING	LOCATION
*October 4-5, 2012	Florida Association of Counties	Advanced Comr. Certification	Gainesville, FL (Alachua County)
October 24-26, 2012	FLERA	2012 FLERA Conference	Orlando, FL (Orange County)
November 28-30, 2012	Florida Association of Counties	Legislative Conference	Sarasota, FL (Sarasota County)
November 28, 2012	Florida Association of Counties	New Commissioner Orientation	Sarasota, FL (Sarasota County)
January 10-11, 2013	Florida Association of Counties	New Commissioner Workshop	Gainesville, FL (Alachua County)
March 2-6, 2013	NACo Legislative Conference	Legislative Conference	Washington, D.C.
March 25-28, 2013	National Hurricane Conference	Annual Hurricane Conference	New Orleans, LA
March 28, 2013	Florida Association of Counties	Ethics Workshop	Tallahassee, FL (Leon County)
March 29, 2013	Florida Association of Counties	Financial Management Workshop	Tallahassee, FL (Leon County)
June 25-27, 2013	Florida Association of Counties	County Commissioner Certification	Tampa, FL (Hillsborough County)
July 19-22, 2013	NACo Annual Conference	Annual Conference	Fort Worth, Texas (Tarrant County)
November 2013	Florida Association of Counties	Legislative Conference	**TBD
**TBD	Florida Association of Counties	Annual Policy Conference	**TBD
**TBD	Gulf Power	Economic Symposium	Destin, FL (Okaloosa County)
**TBD	BP Oil Spill Meetings	Any meeting related to the BP Oil Spill	**TBD
***TBD	Florida Association of Counties	FAC BOD/Policy Meetings	**TBD
**TBD	Greater Pensacola Chamber of Commerce	Chamber Fly-In	Washington, DC
**TBD	Florida Association of Counties	County Commissioner Certification	**TBD
**TBD	Florida Association of Counties	Legislative Day	Tallahassee, FL (Leon County)
* Comr. Gene Valentino will finish his ACC certification in October 2012.			
**Meeting Date and Location to be determined.			
***Both Comr. Valentino and Comr. Robinson are on FAC's BOD/Policy Committee.			
**TO BE DETERMINED			



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3297

County Administrator's Report 12. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/04/2012

Issue: Ratify Out-of-County Travel

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

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Ratifying Out-of-County Travel - Charles R. "Randy" Oliver, County Administrator

That the Board ratify out-of-County travel for Commissioner Gene M. Valentino, who attended a meeting with Transportation Secretary Ray LaHood in Mobile, Alabama, on Tuesday, September 18, 2012.

BACKGROUND:

Commissioner Gene M. Valentino was invited to attend the "Moving Ahead Towards Progress: A Meeting with Secretary Ray LaHood on Transportation In America" on Tuesday, September 18, 2012, in Mobile, Alabama.

BUDGETARY IMPACT:

Expenditures for travel expenses will be from budgeted funds within the appropriate Cost Center for the traveler.

LEGAL CONSIDERATIONS/SIGN-OFF:

Travel reimbursement is in compliance with Florida Statutes Chapter 112.061 Per Diem and Travel Expenses and the Board of County Commissioner's Policy "Out-of-County Travel, Section I, Part C.4."

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy, Section I, Part C.4{A}, requires Commission approval for travel out of the County by the Commissioners, the County Administrator, and the County Attorney.

IMPLEMENTATION/COORDINATION:

The Count Administrator's Office will handle all of the details associated with the above trip.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3256

County Administrator's Report 12. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/04/2012

Issue: Schedule a Public Hearing Regarding Fiscal Year 12/13 Federal Transit Administration 5307 Grant Application by ECAT for Mass Transit Project Funding

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing Regarding the Fiscal Year 2012/2013 Federal Transit Administration 5307 Grant Application by ECAT for Mass Transit Project Funding - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the scheduling of a Public Hearing for October 18, 2012, at 5:32 p.m., for the purpose of receiving public comments concerning the Fiscal Year 2012/2013 Federal Transit Administration 5307 Grant Application by Escambia County Area Transit (ECAT) for Mass Transit Project Funding.

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Also, effective January 1, 1998, Grant applications, execution, and Grant administration progress reports must be submitted electronically via the Transportation Electronic Award Management (TEAM) System.

BACKGROUND:

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Also, effective January 1, 1998, grant applications, execution, and grant administration progress reports must be submitted electronically via the Transportation Electronic Award Management (TEAM) System.

BUDGETARY IMPACT:

The grant application has been included in the approved FY 12/13 ECAT budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Transportation & Traffic Operations Division and ECAT staff will coordinate with the FTA on all necessary activities regarding this grant application and fund processing. ECAT staff will electronically file all required documentation.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3263

County Administrator's Report 12. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 10/04/2012

Issue: Greater Pensacola Chamber of Commerce's Joint Steering Committee

From: Comr. Wilson B. Robertson

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia County's Representative for the Greater Pensacola Chamber of Commerce's Joint Steering Committee - Commissioner Wilson B. Robertson, District 1

That the Board approve Commissioner Gene M. Valentino as the County's representative on the Greater Pensacola Chamber of Commerce's Joint Steering Committee, as requested by Robert L. Larkin, Jr., Chairman of the Joint Steering Committee. The Joint Steering Committee is asking for a representative from Escambia County to serve in order to assist the Committee to formulate and unveil a plan with the sole purpose to drive business development for the two-county Metropolitan Statistical Area.

BACKGROUND:

The Greater Pensacola Chamber of Commerce is in the early stages of creating a joint marketing and strategic plan and they are seeking participation from Escambia County and asking for a representative to serve on the Steering Committee. The sole purpose of their plan is to drive business development for the two-county Metropolitan Statistical Area.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The request has been reviewed by the County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The County Attorney has reviewed the request letter and advised that the Representative should be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

joint steering committee letter



August 23, 2012

The Honorable Wilson Robertson
Commissioner
Escambia County Board of County Commissioners
221 Palafox Pl # 400
Pensacola, FL 32502

Dear Commissioner Robertson:

I am writing you today in my capacity as chairman of the Joint Steering Committee for the Greater Pensacola Chamber. We are in the early stages of creating the joint marketing and strategic plan and we are anxious to move forward, at a rapid pace, together. At present, we are seeking additional participation from Escambia County to serve as a member on the Steering Committee, and over the next 4 months we will be formulating and unveiling a plan with the sole purpose to drive business development for the two-county MSA. We firmly believe that if we work in unison, we will create one voice for economic prosperity.

Please share with me your wishes for this appointed seat. Our meetings will be productive with specific purpose and active participation will be critical to the success of this initiative. The next meeting will be in the very near future. We would be pleased if you could participate; however, we will understand if your schedule does not permit personal involvement. Please let me know who your representative will be so that I may notify them of upcoming events and keep them informed on your behalf.

It is heartening to us that our combined communities have embraced the chamber's renewed commitment to economic development that will ultimately benefit the entire region and we remain grateful for your continued support. We hope to hear from you soon. Please contact me at 850.776.7498 or by email, blarkin@academyleadership.com.

Sincerely,


Robert L. Larkin, Jr.
Chairman, Joint Steering Committee



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3133

County Administrator's Report 12. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: Speed Reductions - Multiple Roadways

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Speed Reductions - Multiple Roadways - Joy D. Blackmon, P.E.,
Public Works Department Director

That the Board take the following action concerning traffic restrictions - speed reductions:

A. Adopt the Resolution for the reduction in speed, from 30 miles per hour to 25 miles per hour, for the following roadway segments:

1. Rockwood Road, from North Davis Highway to Birdwhistle Boulevard;
2. Coriander Court, from Rockwood Road to end of roadway;
3. Birdwhistle Boulevard, from Rockwood Road to Blithewood Drive;
4. Crabapple Lane, from Birdwhistle Boulevard to Sugarberry Road;
5. Blithewood Drive, from Scenic Highway to Sugarberry Road;
6. Sweetwater Drive, from Blithewood Drive to Sugarberry Road;
7. Sugarberry Road, from Sweetwater Drive to Denton Road;
8. Applegate Street, from Sugarberry Road to end of roadway;
9. River Garden Circle, from Sugarberry Road to Sugarberry Road;
10. Bayswater Drive, from River Garden Circle to end of roadway;
11. Yarrow Circle, from Sugarberry Road to end of roadway;
12. Lucida Lane, from Sugarberry Road to Yarrow Circle;
13. Moore Avenue, from Patricia Drive to Ben Sasser Drive;
14. Ben Sasser Drive, from Patricia Drive to end of roadway;
15. Bell Ridge Drive, from West Nine Mile Road to end of roadway;
16. Bell Ridge Circle, from Bell Ridge Drive to end of roadway;
17. Forest Ridge Drive, from Bell Ridge Drive to Bell Ridge Drive;
18. Forest Ridge Circle, from Forest Ridge Drive to end of roadway; and
19. Bell Ridge Trail, from Forest Ridge Drive to end of roadway; and

B. Authorize the Chairman to sign the Resolution.

[Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201,
Object Code 53401 for Sign Installations]

BACKGROUND:

The Transportation & Traffic Operations Division received requests from citizens to lower the speed limit on these roads. After evaluating the condition of the roadways and the requests for lower speed limits, County staff supports the reductions based on the number of curves, the layout and design of the roadways.

The Board is authorized under Sections 316.006 (3)(a)(b), 316.008(1)(j) and 316.189(2)(a) of the Florida Statutes (2009) to establish regulations on County roadways and streets. Chapter 94, Article I, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets. This authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

BUDGETARY IMPACT:

Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401 for Sign Installations.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the resolution as to form and legal sufficiency on September 13, 2012.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The appropriate speed limit signs have been installed on all roadways. Upon adoption, a copy of the Resolution will be forwarded to the Sheriff's Department.

Attachments

Resolution

Maps

RESOLUTION NUMBER R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE SPEED LIMIT ON NINETEEN ROADS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners ("Board") is authorized under Sections 316.006(3)(a)(b); 316.008(1)(j), and 316.189(2)(a), Florida Statutes, to establish speed limit regulations after conducting an investigation; and

WHEREAS, the County Engineer, acting on behalf of the Board, is authorized under Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to implement speed zones and speed limits as determined by traffic engineering studies on all County roads and highways; and

WHEREAS, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

WHEREAS, County received requests for a speed reduction from 30 miles per hour to 25 miles per hour for the following nineteen roads; and

WHEREAS, County staff has conducted a speed study on the following roads that is consistent with Florida Statute 316.189(2)(a) and concluded the requests for lower speed limits are reasonable and necessary based upon the layout and design of the roadways.

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

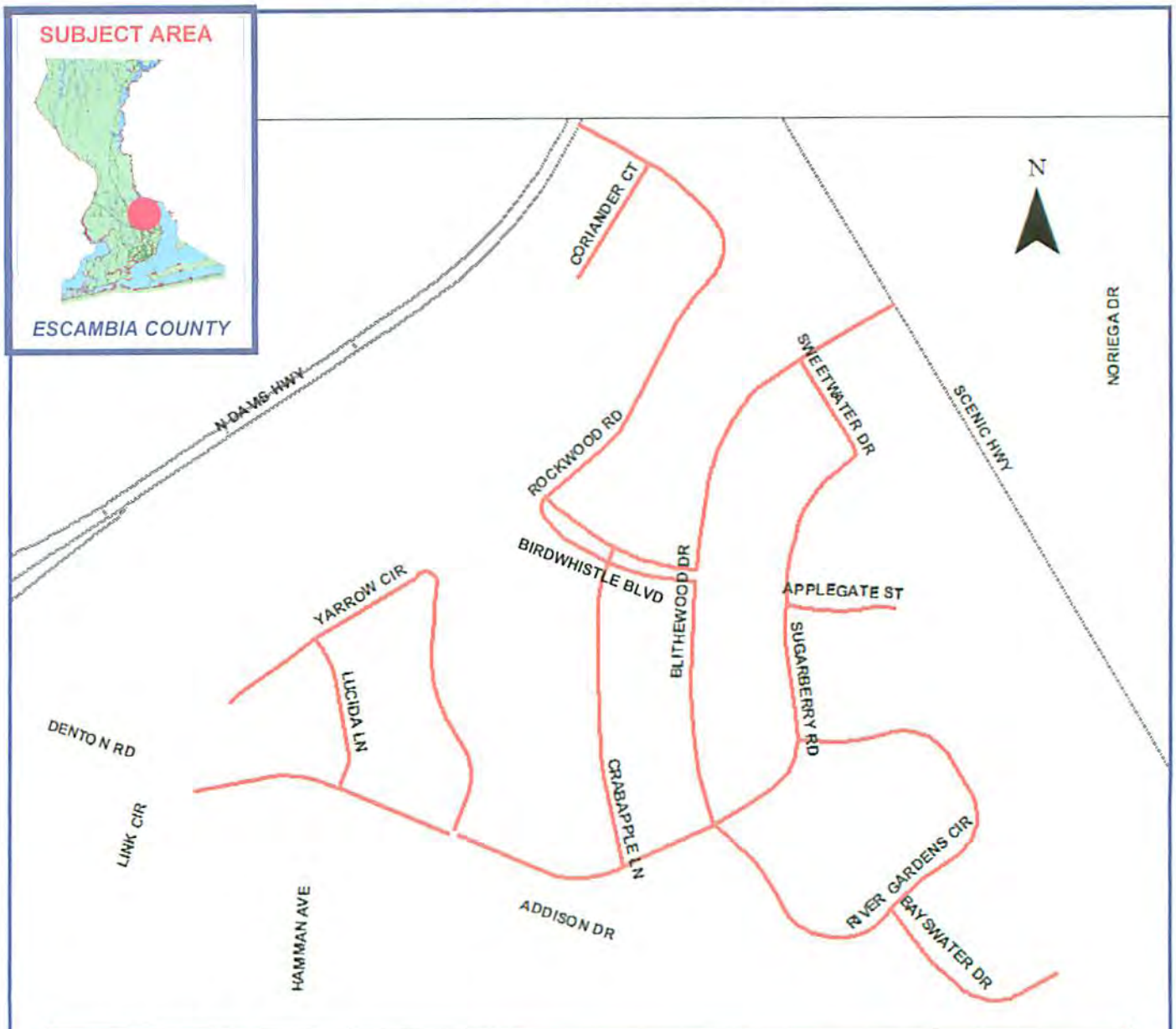
SECTION 1. That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. That the speed study on the following roads requires a reduction in speed from 30 miles per hour to 25 miles per hour:

- Rockwood Road from North Davis Highway to Birdwhistle Boulevard;
- Coriander Court from Rockwood Road to end of roadway;
- Birdwhistle Boulevard from Rockwood Road to Blithewood Drive;
- Crabapple Lane from Birdwhistle Boulevard to Sugarberry Road;
- Blithewood Drive from Scenic Highway to Sugarberry Road;
- Sweetwater Drive from Blithewood Drive to Sugarberry Road;
- Sugarberry Road from Sweetwater Drive to Denton Road;
- Applegate Street from Sugarberry Road to end of roadway;
- River Garden Circle from Sugarberry Road to Sugarberry Road;
- Bayswater Drive from River Garden Circle to end of roadway;

LOCATION MAP

SPEED LIMIT REDUCTION FROM 30 MPH TO 25MPH River Gardens Subdivision

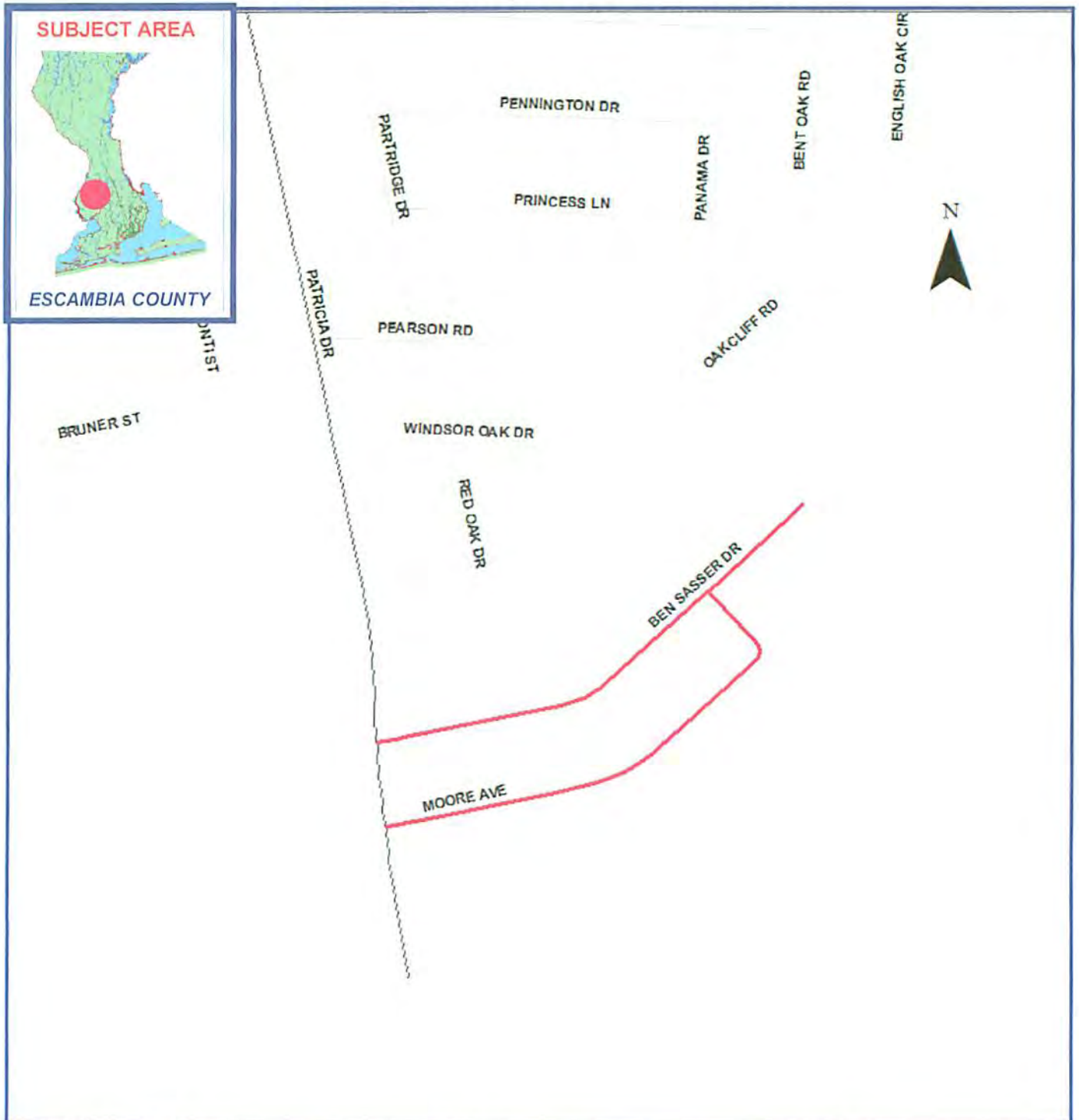


ROADWAY NAME	BEGIN	END
Rockwood Rd	N. Davis Hwy	Birdwhistle Blvd
Coriander Ct	Rockwood Rd	End of Road
Birdwhistle Blvd	Rockwood Rd	Blithewood Dr
Crabapple Ln	Birdwhistle Blvd	Sugarberry Rd
Blithewood Dr	Scenic Hwy	Sugarberry Rd
Sweetwater Dr	Blithewood Dr	Sugarberry Rd
Sugarberry Rd	Sweetwater Dr	Denton Rd
Applegate St	Sugarberry Rd	End of Road
River Gardens Cir	Sugarberry Rd	Sugarberry Rd
Bayswater Dr	River Gardens Cir	End of Road
Yarrow Cir	Sugarberry Rd	End of Road
Lucida Ln	Sugarberry Rd	Yarrow Cir

LOCATION MAP

SPEED LIMIT REDUCTION FROM 30 MPH TO 25MPH

Moore Avenue, Ben Sasser Drive

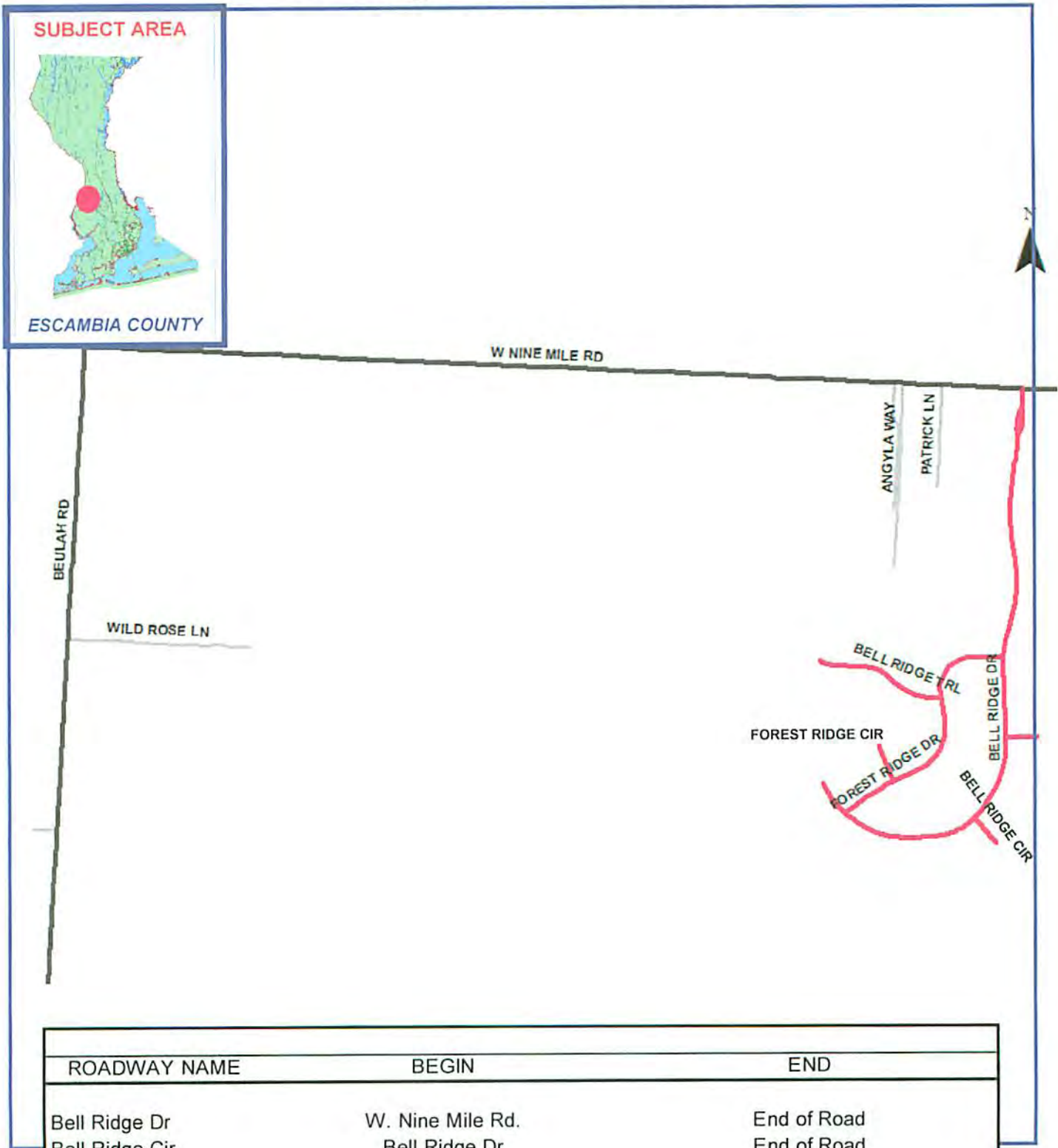


ROADWAY NAME	BEGIN	END
Moore Ave	Patricia Dr	Ben Sasser Dr
Ben Sasser Dr	Patricia Dr	End of Road

LOCATION MAP

SPEED LIMIT REDUCTION FROM 30 MPH TO 25MPH

Bell Ridge Forest Subdivision



ROADWAY NAME	BEGIN	END
Bell Ridge Dr	W. Nine Mile Rd.	End of Road
Bell Ridge Cir	Bell Ridge Dr	End of Road
Forest Ridge Dr	Bell Ridge Dr	Bell Ridge Dr
Forest Ridge Cir	Forest Ridge Dr	End of Road
Bell Ridge Trl	Forest Ridge Dr	End of Road



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3233

County Administrator's Report 12. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: Approval to Issue Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval to Issue Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000 for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2012-2013, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Works Department.

The issuance of these Purchase Orders during the first week of October 2012 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BACKGROUND:

The issuance of these purchase orders during the first week of October 2012 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding for the afore-mentioned Purchase Orders is available in various accounts and divisions.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

List

PUBLIC WORKS DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2012-2013

Engineering (includes Traffic and Transportation Operations Division)

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>
1. Alabama Gulf Coast Railway Vendor Number 011211 Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$ 200,000	n/a
2. CSX Transportation Vendor Number 030050 Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$ 200,000	n/a
3. Ingram Signalization Vendor Number 070606 Signal Maintenance Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$1,000,000	PD 09-10.090
4. Escarosa Land Research Vendor Number 051907 Real Estate Title Searches Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$ 100,000	PD 07-08.048
5. TESI Vendor No. 200955 Temporary Contract Services Fund 352, Cost Center 210107/350229 Fund 116, Cost Center 211902 Fund 175, Cost Center 211201	\$ 500,000	PD 11-12.035
6. General Drainage and Paving Agreement Paving and Drainage Projects Fund 352, Cost Center 210107/350229 Fund 181, Cost Center 210719-210736		PD 10-11.065
a. Panhandle Grading and Paving, Inc.	\$4,000,000	Vendor No. 160114
b. Roads, Inc. of NWF	\$4,000,000	Vendor No. 182328
c. APAC	\$1,000,000	Vendor No. 013641
d. Utility Services, Inc.	\$1,000,000	Vendor No. 211593
e. Gulf Atlantic	\$1,000,000	Vendor No. 843895
f. Heaton Brothers	\$1,000,000	Vendor No. 081314
g. Starfish	\$1,000,000	Vendor No. 194921

PUBLIC WORKS DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2012-2013

Engineering (includes Traffic and Transportation Operations Division)

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>
7. Coastline Striping Vendor No. 033766 Pavement Markings Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$1,000,000	PD 10-11.067
8. Gulf Coast Traffic Engineers Vendor No. 072898 Signs Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$ 250,000	PD 11-12.009
9. Award Purchase Orders in excess of \$50K to the following vendors for Bridge Renovations: Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107		
a. <u>Material Vendors:</u>		
American Concrete Supply	Vendor No. 011899	
Ferguson Enterprises, Inc.	Vendor No. 060880	
Martin Marietta Materials	Vendor No. 131502	
USA Ready Mix dba Block USA	Vendor No. 023799	
Bell Steel Co., Inc.	Vendor No. 022699	
Southeastern Pipe and Precast Inc.	Vendor No. 193791	
Oldcastle Precast, Inc.	Vendor No. 150129	
Midway Lumber	New Vendor	
A-1 Lumber	New Vendor	
Gulf Coast Traffic Engineers	Vendor No. 072898	
Coast Line Striping	Vendor No. 033766	
b. <u>Continuing Professional Services - Bridge Work; Construction Contractors:</u>		
DKE Marine	Vendor No. 040206	
Davis Marine	Vendor No. 040386	
Gulf Coast Construction	New Vendor	

PUBLIC WORKS DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2012-2013

Engineering (includes Traffic and Transportation Operations Division)

	<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>
c. <u>Continuing Professional Services - Bridge Work; Engineers:</u>			
	Thompson Engineering, Inc.	Vendor No. 201604	
	DRMP, Inc.	Vendor No. 042846	
	Jerry W. McGuire & Associates	Vendor No. 131968	
	Hatch Mott MacDonald FL	Vendor No. 081206	
	Volkert, Inc.	Vendor No. 220584	
	American Consulting Engineers	Vendor No. 012081	
	Sigma Consulting Group	Vendor No. 192991	
d. <u>Bridge Program Technical Consulting</u>			
	Hatch Mott MacDonald, LLC	Vendor No. 081206	
10.	Property Appraisals Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$ 100,000	PD 10-11.030
	a. Brantley and Associates	Vendor #410028	
	b. Asmar Appraisal Company	Vendor #014139	
	c. G. Daniel Green and Associates	Vendor #025977	
11.	Roads, Inc. of NWF OGCM Roads Hot In Place Resurfacing Vendor No. 183238 Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$ 775,000	PD 10-11.028
12.	Traffic Logix Traffic Calming Devices Vendor No. 202308 Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$ 150,000	n/a
13.	Temple, Inc. Traffic Calming Devices Vendor No. 200924 Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$ 150,000	n/a

**PUBLIC WORKS DEPARTMENT
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2012-2013**

Engineering (includes Traffic and Transportation Operations Division)

- | | | | |
|-----|---|------------|-----|
| 14. | Cutler Repaving, Inc.
Hot In Place Resurfacing
Vendor No. 035849
Fund 175, Cost Center 211201/211602/211101
Funds 182-199, Cost Centers 210719-210736
Fund 352, Cost Center 210107 | \$ 500,000 | n/a |
| 15. | Veolia Transportation
Mass Transit
Vendor No. 220272
Transit Management Agreement
Fund 104, Cost Center 320401 and 350404 | \$ 300,000 | n/a |

**PUBLIC WORKS DEPARTMENT
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2012-2013**

Road Department

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>
16. APAC Vendor# 013641 Road Construction Materials Fund: 175 Cost Center: 210402 (Road Maintenance)	\$ 150,000	PD 10-11.028
17. Ferguson Enterprises, Inc. -AKA- Ferguson Mill Supply Vendor# 060880 Polyethylene Pipe Fund: 175 Cost Center: 210402 (Road Maintenance)	\$ 150,000	PD 05-06.052
18. Unifirst Corporation Vendor# 210127 Employee Uniforms Fund: 175 Cost Center: 210402 (Road Maintenance)	\$ 100,000	PD 08-09.041
19. American Concrete Supply Inc. Vendor# 011899 Concrete Fund: 175 Cost Center: 210402 (Road Maintenance)	\$ 200,000	
20. Vulcan Signs Vendor# 220810 Sign Maintenance Fund: 175 Cost Center: 210404 (Sign Maintenance)	\$ 150,000	PD 07-08.054
21. A-1 Small Engines Steadham Enterprises Vendor#010105 Small Engine Parts Fund: 175 Cost Center: 210406 (Small Equipment)	\$ 150,000	PD 07-08.121

**PUBLIC WORKS DEPARTMENT
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2012-2013**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>
22. Automotive Truck & Industrial Parts ATI-NAPA Vendor#015006 Light & Heavy Equipment Parts/Supplies Fund: 175 Cost Center: 210405 (Fleet Maintenance)	\$ 150,000	PD 08-09.006
23. Beard Equipment Company Vendor# 022300 Heavy Equipment Parts Fund: 175 Cost Center: 210405 (Fleet Maintenance)	\$ 100,000	
24. Covington Heavy Duty Parts Inc. Vendor: 034898 Heavy Equipment Parts Fund: 175 Cost Center: 210405 (Fleet Maintenance)	\$ 100,000	
25. Tractor & Equipment Co., Inc. Vendor# 202301 Heavy Equipment Parts Fund: 175 Cost Center: 210405 (Fleet Maintenance)	\$ 100,000	
26. Thompson Tractor Co., Inc. Vendor#201639 Heavy Equipment Parts (CAT) Fund: 175 Cost Center: 210405 (Fleet Maintenance)	\$ 100,000	
27. Howell's Truck & Giant Tire Svc Inc. Vendor# 410406 Light and Heavy Equipment Tires Fund: 175 Cost Center: 210405 (Fleet Maintenance)	\$ 150,000	BCC Approved State Contract 863-000-06-1
28. Southern Energy Company, Inc. Vendor# 194108 Gasoline and Diesel Fuel Fund: 501 Cost Center: 210407 (Fuel Distribution)	\$7,000,000	PD 10-11.059

**PUBLIC WORKS DEPARTMENT
PURCHASE ORDERS \$50,000 AND OVER – FISCAL YEAR 2012-2013**

<u>Contractor</u>	<u>Amount</u>	<u>Contract #</u>
29. R. K. Allen Vendor# 011470 Oil/grease and lubricant Fund: 501 Cost Center: 210407 (Fuel Distribution)	\$ 200,000	PD 10-11.042
30. Panhandle Grading & Paving Inc Vendor # 160114 Road Construction Material Fund: 175 Cost Center: 210402 (Road Maintenance)	\$ 150,000	PD 10-11.028
31. Martin Marietta Aggregates Inc. Vendor#131502 Road Construction Material Fund: 175 Cost Center: 210402 (Road Maintenance)	\$ 150,000	PD 06-07.082
32. Pensacola Ready Mix USA Vendor #162690 Concrete Fund: 175 Cost Center: 210402 (Road Maintenance)	\$ 150,000	
33. Arcadia Culvert Vendor #013789 Metal Pipe Fund: 175 Cost Center: 210402 (Road Maintenance)	\$ 100,000	PD 05-06.052
34. Roads Inc. of NWF Vendor #182328 Asphalt Fund: 175 Cost Center: 210402 (Road Maintenance)	\$ 200,000	PD 10-11.028
35. Woerner Landscape Source Inc. Vendor #233840 Sod Fund: 175 Cost Center: 210402 (Road Maintenance)	\$ 100,000	PD 06-07.039



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3223

County Administrator's Report 12. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: Amendment #1 to the Agreement between Escambia County and Hewes and Company, LLC, for the Wedgewood Community Center, PD 10-11.035

From: David W. Wheeler, CFM

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the First Amendment to the Agreement between Escambia County and Hewes and Company, LLC, for the Wedgewood Community Center, PD 10-11.035 - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the first Amendment to the Agreement between Escambia County and Hewes and Company, LLC (Hewes), for the Wedgewood Community Center, PD 10-11.035:

A. Approve the first Amendment to the Agreement between Escambia County and Hewes and Company, LLC, for the Wedgewood Community Center, PD 10-11.035, to revise Contract retainage provisions to stipulate that, at the County's discretion, a portion of the sum retained from payments may be released to the Contractor prior to final completion of the Project; and

B. Authorize the County Administrator to execute the first Amendment and all related documents as required to implement the Project.

[Funding: Fund 351, "LOST II", Cost Center 110224, Object Code 56201, Project #09PF0023 and Fund 352, "LOST III", Cost Center 110267, Object Code 56201, Project #09PF0023]

Hewes achieved substantial completion of the Marie K. Young Wedgewood Community Center on July 24, 2012. They are completing the punch list items and anticipate reaching what would otherwise be considered final completion in September 2012. However, Hewes cannot complete the Project because of design issues recently discovered with the storm water retention pond. Some redesign of the pond and some additional construction will be required. The amount of the delay due to the pond issue is thought to be approximately 90 days.

This delay is beyond the control of the Contractor. As a result, staff believes that a portion of the retainage should be released to the Contractor. The Agreement between the County and Hewes does not allow releasing any retainage prior to final completion. This Amendment enables the County to release a portion of the retainage prior to final completion when there are issues beyond the Contractor's control.

BACKGROUND:

Hewes achieved Substantial Completion of the Marie K. Young Wedgewood Community Center on July 24, 2012. They are completing the punch list items and anticipate reaching what would otherwise be considered Final Completion in September 2012. However, Hewes cannot complete the project because of design issues recently discovered with the storm water retention pond. Some redesign of the pond and some additional construction will be required. The amount of the delay due to the pond issue is thought to be approximately 90 days.

This delay is beyond the control of the contractor. As a result, staff believes that a portion of the retainage should be released to the contractor. The agreement between the County and Hewes does not allow releasing any retainage prior to Final Completion. This amendment enables the County to release a portion of the retainage prior to Final Completion when there are issues beyond the contractor's control.

BUDGETARY IMPACT:

This Amendment has no direct budgetary impact. Upon approval of this Amendment, the retainage adjustment would occur within the framework of the existing construction contract between the County and Hewes and Company, LLC, which is funded by Fund 351, "LOST II", Cost Center 110224, Object Code 56201, Project #09PF0023 and Fund 352, "LOST III", Cost Center 110267, Object Code 56201, Project #09PF0023.

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment #1 to the Agreement has been approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

A formal Amendment is required to allow an adjustment to the retainage provisions of the Standard Construction Agreement.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Hewes BCC Approval

Hewes Agreement

Hewes Amendment

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

11. Authorizing the County to piggyback off of the Florida Sheriffs Association Contract #10-18-0907, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-44, Board approval, and awarding Purchase Orders to Allan Jay Ford Lincoln Mercury, Inc., for one Ford F-150 pickup truck and one Ford F-350 pickup truck, with all their specified options, in the amount of \$68,135; and to Garber Chevrolet Buick GMC Truck, Inc., for two Chevrolet Tahoe SUVs, with their specified options, in the amount of \$67,180 (*for Public Safety*) (Funding: Fund 352, Local Option Sales Tax III, Cost Center 330228, Object Code 56401, Project Code 08FS0018, *[in the amount of]* \$134,580; Fund 143, Fire Protection, Cost Center 330206, Object Code 55201, *[in the amount of]* \$735).

12. Awarding the Contract PD 10-11.035 to construct the new Wedgewood Community Center, for the lump sum base bid, with additive Alternates 1, 2, and 3, for a total of \$2,260,300, to Hewes and Company, LLC (Funding: Fund 351, Local Option Sales Tax II, Cost Center 110224, Object Code 56201).

13. Approving, and authorizing the County Administrator to execute, the following Change Order, which will increase the Purchase Order amount to cover tire purchases/repairs for fire apparatus through the end of the current Fiscal Year (Funding: Fund 143, Fire Protection Fund, Cost Center 330206, Object Code 54601):

Department:	Public Safety	
Division:	Fire Services	
Type:	Addition	
Amount:	\$15,000	
Vendor:	Howell's Truck & Giant Tire Service, Inc.	
Project Name:	N/A	
Contract:	N/A	
Purchase Order Number:	110421	
Original Award Amount:		\$30,000
Cumulative Amount of Change Orders through Number 2:		<u>\$34,000</u>
New Purchase Order Amount:		\$64,000

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

HEWES AND COMPANY, LLC

FOR

WEDGEWOOD COMMUNITY CENTER

PD 10-11.035

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FOR
AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA AND ARCHITECT

TABLE OF CONTENTS

Agreement Declarations		PAGE
Sec. 1	Contract Documents	1
Sec. 2	Scope of Work	1
Sec. 3	Contract Amount	1
Sec. 4	Bonds	2
Sec. 5	Contract Time and Liquidated Damages	2
Sec. 6	Exhibits Incorporated	3
Sec. 7	Notices	3
Sec. 8	Modification	4
Sec. 9	Successors and Assigns	4
Sec. 10	Governing Law	4
Sec. 11	No Waiver	4
Sec. 12	Entire Agreement	4
Sec. 13	Severability	4

Exhibits	PAGE
Exhibit A/General Terms and Conditions	6
1. Intent of Contract Documents	6
2. Investigation and Utilities	6
3. Schedule	7
4. Progress Payments	7
5. Payments Withheld	9
6. Final Payment	9
7. Submittals and Substitutions	10
8. Daily Reports, As-Builts and Meetings	11
9. Contract Time and Time Extensions	12
10. Changes in the Work	13
11. Claims and Disputes	13
12. Other Work	14
13. Indemnification and Insurance	14
14. Compliance with Laws	16
15. Cleanup and Protections	17
16. Assignment	17
17. Permits, Licenses and Taxes	17
18. Termination for Default	17
19. Termination for Convenience and Right of Suspension	19

Exhibits	PAGE
20. Completion	19
21. Warranty	20
22. Tests and Inspections	20
23. Defective Work	21
24. Supervision and Superintendents	23
25. Protection of Work	23
26. Emergencies	23
27. Use of Premises	23
28. Safety	24
29. Project Meetings	24
Exhibit B/Performance and Payment Bond	25
Performance Bond	25
Payment Bond	28
Exhibit C/Insurance and Safety	31
Exhibit D/Release and Affidavit	40
Exhibit E/Form of Contract Application for Payment	42
Exhibit F/Construction Change Order	43
Exhibit G/Owner Direct Purchases (if applicable)	
Exhibit H/Working Drawings / Plans prepared by Architect/Engineer and Identified as Follows: - Refer to CD	
Exhibit I/Technical Specifications - Refer to CD	
Exhibit J/Supplemental Terms and Conditions – Refer to CD	
Exhibit K/Federal Documents (if applicable)	
Exhibit L/Solicitation Documents Index	

**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND
HEWES AND COMPANY, LLC FOR ARCHITECT/ENGINEER
DESIGNED CONSTRUCTION CONTRACT DOCUMENTS.**

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Hewes and Company, LLC, a Florida corporation for profit, to perform all work ("Work") in connection with "Wedgewood Community Center", 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.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

\$2,260,300
(Lump Sum Base Bid, with additive alternates 1, 2 and 3)

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 Eight (308)** 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 Eight (338)** 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, **\$200** 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.

- 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 Requirements
- Exhibit D: Form of Release and Affidavit
- Exhibit E: Form of Contractor Application for Payment
- Exhibit F: Form of Change Order
- Exhibit G: Owner Direct Purchases (if applicable)
- Exhibit H: Working Drawings / Plans prepared by Architect/Engineer and Identified as Follows: - Refer to CD
- Exhibit I: Technical Specifications - Refer to CD
- Exhibit J: Supplemental Terms and Conditions – Refer to CD
- Exhibit K: Federal Documents (if applicable)
- Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

**Public Works Bureau – Facilities Management Division
100 East Blount Street
Pensacola, FL 32501
Attn: George Bush, Project Manager**

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

**Hewes and Company, LLC
5795 Jeff Ates Road
Milton, FL 32583
Attn: Edward M. Hewes, 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.

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.

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 _____ signing by and through its 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: Shirley J. Hafford

Date: 5/12/11

CONTRACTOR:
Hewes and Company, LLC a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: Edward M. Hewes

Edward M. Hewes and Company, LLC
Its: President

By: [Signature]
Secretary

Date: 5-10-2011

(Corporate Seal)

BCC Approved: ~~4-21-2011~~
5-5-2011

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 Architect/Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Architect/Engineer. 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 Architect/Engineer. 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. "Architect", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Architect 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. 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 may be provided in an electronic format. 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 and the Architect/Engineer, 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 and Architect/Engineer, 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 and the Architect/Engineer a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be

submitted no earlier than thirty (30) days after the 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 **two (2)** original copies of each of its Applications for Payment to the Architect/Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Architect/Engineer 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 Architect/Engineer, 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.
- 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 Architect/Engineer for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to the 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 on 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.

- 4.9. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's and Architect/Engineer's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 5. PAYMENTS WITHHELD.

- 5.1. The Architect/Engineer or County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Architect/Engineer or 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 thirty (30) calendar days after the Work is finally inspected and accepted by County and Architect/Engineer 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 Architect/Engineer or 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 Architect'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; and
 - 8.1.9.** A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County or Architect/Engineer pursuant to the Contract Documents.

- 8.2.** Contractor shall maintain in a safe place at the Project site one record copy of the Contract

- 8.3.** 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.
- 8.4.** 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 materialmen, 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, stating the cause or causes thereof, or 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 Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

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 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 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.

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 and Architect/Engineer 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 and Architect/Engineer 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 during the pendency of any 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 to County and Architect/Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time 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 Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer and their, 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 or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to 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, Office of Purchasing, 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. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.
- 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 personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-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 attorneys' 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 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.

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 and Architect/Engineer 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) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

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.
- 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. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

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.** 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 therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2.** 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 Architect/Engineer 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 it 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 Architect/Engineer and 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, shall be certified by the Architect/Engineer, upon application, 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 Architect's substantial completion inspection. From the Architect'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 has been deemed substantially complete by the County.
- 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, (4) a published copy of the Notice of Completion as provided for in this section and (5) all required close out document as provided in the contract documents. 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 one (1) year 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. TESTS AND INSPECTIONS.

- 22.1. County, Architect/Engineer, their 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 Architect/Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.

- 22.2.** 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 Architect/Engineer 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 Architect/Engineer and County.
- 22.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the Architect/Engineer, such work must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Architect/Engineer, such Work must, if requested by Architect/Engineer, be uncovered for Architect/Engineer's observation and be replaced at Contractor's sole expense.
- 22.4.** The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.
- 22.5.** Neither observations by the Architect/Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 22.6.** 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 23. DEFECTIVE WORK.

- 23.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County or Architect/Engineer, 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 or Architect/Engineer, remove it from the site and replace it with undefective 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.
- 23.2.** If the County or Architect/Engineer considers it necessary or advisable that covered Work be observed by Architect/Engineer or inspected or tested by others, Contractor, at County's or Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County or Architect/Engineer 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.

- 23.3.** 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 or Architect/Engineer 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 or Architect/Engineer to stop the Work shall not give rise to any duty on the part of County or Architect/Engineer to exercise this right for the benefit of Contractor or any other party.
- 23.4.** 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.
- 23.5.** If Contractor fails, within a reasonable time after the written notice from County or Architect/Engineer, to correct defective Work or to remove and replace rejected defective Work as required by Architect/Engineer or 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 possession 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 or Architect/Engineer, 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 24. SUPERVISION AND SUPERINTENDENTS.

24.1. 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, who shall not be replaced without prior written notice to County except under extraordinary circumstances. 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 25. PROTECTION OF WORK.

25.1. 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.

25.2. 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 26. EMERGENCIES.

26.1. 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 or Architect/Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Architect/Engineer 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 Architect/Engineer 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 27. USE OF PREMISES.

27.1. 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.

Section 28. SAFETY.

28.1. The Contractor shall be 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:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. 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.

28.1.4. 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.

28.1.5. The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.1.6. 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 29. PROJECT MEETINGS.

29.1. Prior to the commencement of Work, the Contractor shall attend a preconstruction 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 Architect/Engineer or County with respect to the Project, when directed to do so by County or Architect/Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Architect/Engineer.

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, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligees 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 presents.

WHEREAS, Principal has entered into a contract dated as of the ____ day of _____, 20____, with Obligees 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 Obligees any and all losses, damages, costs and attorneys' fees that Obligees 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

Witnesses

As Attorney In Fact (Attach Power)

(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: _____

BOND NO. _____

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, 221 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)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

ATTEST:

Witness

Witness

Witnesses

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:

(AFFIX OFFICIAL SEAL)

SURETY: _____
(Printed Name)

(Business Address)

(Authorized Signature)

(Printed Name)

OR

As Attorney In Fact (Attach Power)

(Business Address)

(Printed Name)

(Telephone Number)

(Signature)
Name: _____
(Legibly Printed)

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: Joe F. Pillitary, Jr., CPPO, CPPB
 Purchasing Coordinator
 Office of Purchasing
 P.O. Box 1591
 Pensacola, FL 32597-1591
 Fax (850) 595-4805
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.

ENDORSEMENTS/ADDITIONAL INSURANCE

If checked below, the County requires the following endorsements or additional types of insurance.

TERMINATION/ADVERSE CHANGE ENDORSEMENT

All of Contractor's policies, except for professional liability and workers compensation insurance, are to be endorsed, and the Contractor's Certificate(s) of Insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change.

PROPERTY COVERAGE FOR LEASES

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Coverage shall also include continued full payment of rents to the County for up to one year after damage or destruction of the property

COMMERCIAL GENERAL LIABILITY COVERAGE PROJECT AGGREGATE

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \$1, 000, 000 is required by the County for this agreement or contract.

LIQUOR LIABILITY

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's

agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella/excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

OWNERS PROTECTIVE LIABILITY COVERAGE

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County.

This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

BUILDERS RISK COVERAGE

Builders Risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

INSTALLATION FLOATER COVERAGE

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

MOTOR TRUCK CARGO COVERAGE

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

CONTRACTOR'S EQUIPMENT COVERAGE

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred.

FIDELITY/DISHONESTY COVERAGE - FOR EMPLOYER

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

- FIDELITY/DISHONESTY/LIABILITY COVERAGE - FOR COUNTY**
Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

- GARAGE LIABILITY COVERAGE**
Garage Liability insurance is to be purchased to cover the Other Party and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

- GARAGEKEEPERS COVERAGE (LEGAL LIABILITY FORM)**
Garagekeepers Liability insurance is to be purchased to cover the Other Party's liability for damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Other Party. This form of coverage responds only when the Other Party is legally liable for the loss.

- GARAGEKEEPERS COVERAGE (DIRECT-EXCESS FORM)**
Garagekeepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Other Party. This form of coverage responds on a legal liability basis, and also without regard to legal liability on an excess basis over any other collectible insurance.

- WATERCRAFT LIABILITY COVERAGE**
Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity.

- UNITED STATES LONGSHOREMEN AND HARBORWORKERS ACT COVERAGE**
The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harborworkers Act Coverage for exposures, which may arise from this agreement or contract.

- JONES ACT COVERAGE**
The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures, which may arise from this agreement or contract.

- AIRCRAFT LIABILITY COVERAGE**
Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be \$___,000,000 per occurrence, Combined Single

Limit for Bodily Injury (including passenger liability) and Property Damage.

POLLUTION/ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment, which may arise from this agreement or contract.

PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made 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.

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: _____
Architect

By: _____
Owner

**AMENDMENT TO THE AGREEMENT BETWEEN ESCAMBIA
COUNTY AND HEWES AND COMPANY, LLC (PD 10-11.035)**

THIS AMENDMENT TO THE AGREEMENT is made and entered into on this _____ day of _____, 2012, by and between Escambia County, Florida, a political subdivision of the State of Florida, with its administrative offices at 221 Palafox Place, Pensacola, Florida, 32502 (hereinafter referred to as the "County"), and Hewes and Company, LLC, a Florida Limited Liability Company, with a principal address of 5795 Jeff Ates Road, Milton, FL 32583 (hereafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, On or about May 12, 2011, the Parties hereto entered into an Agreement for Architect/Engineer Designed Construction Contract Documents ("Agreement") related to the Wedgewood Community Center, PD10-11.035 ("Project"); and

WHEREAS, the Parties have agreed to revise Exhibit A, Section 4.5, establishing the amount of retainage that shall be withheld until final completion of the Project; and

WHEREAS, as a result of said revision, the Board of County Commissioners finds it is in the best interest of the health, safety, and welfare of the citizens of Escambia County that the Contractor's 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 the Contractor agree to amend the Agreement entered into on May 12, 2011, as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That Section 4.5 of Exhibit "A" of the Agreement is amended to read as follows:

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 Architect/Engineer for payment, whichever is less, until the final completion of the Work is achieved by Contractor. The retainage shall not be released to the Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the

Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

3. That the parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this First Amendment shall remain in full force and effect.
4. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.
5. 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 and 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 Amendment to the Agreement, on the respective dates under each signature: Escambia County, Florida acting through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Hewes and Company, LLC, signing by and through its duly authorized President.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACA
Date: 9/4/12

COUNTY:
ESCAMBIA COUNTY, FLORIDA, political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Charles R. "Randy" Oliver
County Administrator

WITNESS:

By: _____

BCC Approved: _____

By: _____

Date: _____

CONTRACTOR:
HEWES AND COMPANY, LLC

By: [Signature]
Edward M. Hewes, President

WITNESS:

By: [Signature]

Date: 9-5-12

By: [Signature]



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3227

County Administrator's Report 12. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: Approval to Issue Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000.00

From: David W. Wheeler, CFM, Facilities Management Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval to Issue Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000, for the Facilities Management Department - David W. Wheeler, CFM, Facilities Management Department Director

That the Board, for the Fiscal Year 2012-2013, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Facilities Management Department, as follows:

	Vendor/Contractor	Amount	Contract Number
A.	TESI Staffing and Employee Screening Services, Inc. Vendor Number: 200955 Temporary Labor Services Fund: 001 Cost Center: 310202	\$90,000	PD 11-12.035
B.	Engineered Cooling Services, Inc. Vendor Number: 051168 Central Energy Plant Maintenance Fund: 001 Cost Center: 310203	\$133,025	PD 08-09.044
C.	Titan Waste Services, Inc. Vendor Number: 201924 Solid Waste Container Services Fund: 001 Cost Center: 310203	\$129,000	PD 07-08.040
D.	American Facility Services, Inc. Vendor Number: 012106 Contract Custodial Services for County Building Fund: 001 Cost Center: 310202	\$652,000	PD 10-11.049

E.	Bagby Elevator Company, Inc. Vendor Number: 020380 Elevator Maintenance Fund: 001 Cost Center: 310203	\$78,000	PD 07-08.131
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BACKGROUND:

The issuance of these purchase orders during the first week of October 2012 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funds are available in the Budget under General Fund (001), Cost Center 310203 and 310202, Facilities Management Department

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3228

County Administrator's Report 12. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: Amendment #1 to the Agreement between Escambia County and Birkshire Johnstone, LLC, PD 10-11.072

From: David W. Wheeler, CFM

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #1 to the Agreement between Escambia County and Birkshire Johnstone, LLC, for the Molino School Renovations and Restoration, Tax Collector/Property Appraiser Offices, PD 10-11.072 - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning Amendment #1 to the Agreement between Escambia County and Birkshire Johnstone, LLC, (Contractor) for the Molino School Renovations and Restoration, Tax Collector/Property Appraiser Offices, PD 10-11.072:

A. Approve Amendment #1 to the Agreement between Escambia County and Birkshire Johnstone, LLC, for the Molino School Renovations and Restoration, Tax Collector/Property Appraisers Offices, PD 10-11.072, to revise the Contract retainage provisions to stipulate that, at the County's discretion, a portion of the sum retained from payments may be released to the Contractor prior to final completion of the Project; and

B. Authorize the County Administrator to execute the Amendment and all related documents as required to implement the Project.

[Funding: Fund 352, "LOST III", Cost Center 110267, Object Code 56201, Project #08PF0045]

Birkshire Johnstone, LLC, is the general contractor awarded the Contract to convert the Old Molino Elementary School into a library, community center, and a museum, and to construct the new building adjacent to the school to house the offices of the Tax Collector and the Property Appraiser. The Tax Collector/Property Appraiser (TC/PA) building was deemed to be at substantial completion on June 19, 2012. Birkshire Johnstone, LLC, is completing the punch list items and anticipates reaching final completion of the TC/PA building in September 2012.

Work continues on the school building conversion with substantial completion scheduled for October 2, 2012, and final completion scheduled for November 1, 2012. The Agreement between the County and the Contractor did not provide for two buildings being completed separately. As a result, by Contract, retainage cannot be released for the TC/PA building until the conversion reaches final completion.

The Contractor is requesting a portion of the retainage related to only the TC/PA building be released. Staff considers this to be a reasonable request, in that the Contractor will have met his obligations at final completion and considers it to be a situation beyond the Contractor's control.

BACKGROUND:

Birkshire Johnstone, LLC is the general contractor awarded the contract to convert the Old Molino Elementary School into a library, community center and a museum, and to construct the new building adjacent to the school to house the offices of the Tax Collector and the Property Appraiser. The Tax Collector / Property Appraiser (TC/PA) building was deemed to be at Substantial Completion on June 19, 2012. Birkshire Johnstone, LLC is completing the punch list items and anticipates reaching Final Completion of the TC/PA building in September 2012.

Work continues on the school building conversion with Substantial Completion scheduled for October 2, 2012 and Final Completion scheduled for November 1, 2012. The agreement between the County and the contractor did not provide for two buildings being completed separately. As the result, by contract, retainage cannot be released for the TC/PA building until the conversion reaches Final Completion.

The contractor is requesting a portion of the retainage related to only the TC/PA building be released. Staff considers this to be a reasonable request in that the contractor will have met his obligations at Final Completion and considers it to be a situation beyond the contractor's control.

BUDGETARY IMPACT:

This Amendment has no direct budgetary impact. Upon approval of this Amendment, the retainage adjustment would occur within the framework of the existing construction contract between the County and Birkshire Johnstone, LLC which is funded by Fund 352, "LOST III", Cost Center 110267, Object Code 56201, Project #08PF0045.

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment #1 to the Agreement has been approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

A formal Amendment is required to allow an adjustment to the retainage provisions of the Standard Construction Agreement.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Birkshire Amendment

Birkshire BCC Approval

Birkshire Agreement

**AMENDMENT TO THE AGREEMENT BETWEEN ESCAMBIA
COUNTY AND BIRKSHIRE JOHNSTONE, LLC. (PD 10-11.072)**

THIS AMENDMENT TO THE AGREEMENT is made and entered into on this _____ day of _____, 2012, by and between Escambia County, Florida, a political subdivision of the State of Florida, with its administrative offices at 221 Palafox Place, Pensacola, Florida, 32502 (hereinafter referred to as the "County"), and Birkshire Johnstone, LLC, a Florida Limited Liability Company, with a principal address of 11 Clarinda Lane, Pensacola, FL 32505 (hereafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, On or about October 13, 2011, the Parties hereto entered into an Agreement for Architect/Engineer Designed Construction Contract Documents ("Agreement") related to the Molino School Renovation and Restoration, Tax Collector/Property Appraiser Offices and Site Work, PD10-11.072 ("Project"); and

WHEREAS, the Parties have agreed to revise Exhibit A, Section 4.5, establishing the amount of retainage that shall be withheld until final completion of the Project; and

WHEREAS, as a result of said revision, the Board of County Commissioners finds it is in the best interest of the health, safety, and welfare of the citizens of Escambia County that the Contractor's 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 the Contractor agree to amend the Agreement entered into on October 13, 2011, as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That Section 4.5 of Exhibit "A" of the Agreement is amended to read as follows:

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 Architect/Engineer for payment, whichever is less, until the final completion of the Work is achieved by Contractor. The retainage shall not be released to the Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the

Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

3. That the parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this First Amendment shall remain in full force and effect.
4. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.
5. 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 and 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 Amendment to the Agreement, on the respective dates under each signature: Escambia County, Florida acting through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Birkshire Johnstone, LLC, signing by and through its duly authorized President.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACA
Date: 9/9/12

COUNTY:

ESCAMBIA COUNTY, FLORIDA, political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Charles R. "Randy" Oliver
County Administrator

WITNESS:

By: _____
By: _____

BCC Approved: _____
Date: _____

WITNESS:

By: [Signature]
By: [Signature]

CONTRACTOR:
BIRKSHIRE JOHNSTONE, LLC

By: [Signature]
Chris Shearman
President

Date: SEPTEMBER 5, 2012

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-42. Approval of Various Consent Agenda Items – Continued

9. Approving a one-year extension to the multiple-award Contracts for Disaster Management Consultant Services, PD 09-10.061, to Witt Group Holdings, LLC, and PB Americas, Inc., with the effective date of August 19, 2011, with no change to terms and conditions (Funding: Disaster Recovery Fund [112]).

10. Awarding a Contract to Birkshire Johnstone, LLC, in the Base Bid amount of \$2,800,000, plus bid Alternate #1, in the amount of \$40,000, bid Alternate #2, in the amount of \$31,000, bid Alternate #3, in the amount of \$13,000, bid Alternate #4, in the amount of \$46,000, and bid Alternate #5, in the amount of \$20,000, for a total Contract award of \$2,950,000, for the Molino School Renovation and Restoration, Tax Collector/Property Appraiser and Site Work, PD 10-11.072 (Funding: Fund 351, Local Option Sales Tax [LOST] II; Fund 352, LOST III, Cost Centers 110224 and 110267, and Object Code 56201).

11. Taking the following action concerning approval of the Fiscal Year 2011-2012 Miscellaneous Appropriations Agreements for Outside Agencies:

- A. Approving the following Miscellaneous Appropriations Agreements to be paid from the 4th Cent Tourist Promotion Fund (108), Cost Center 360105:

- (1) African American Heritage Society, Inc. – \$25,000
- (2) Art, Culture and Entertainment, Inc. – \$250,000
- (3) West Florida Historic Preservation, Inc. – \$70,000
- (4) Naval Aviation Museum Foundation, Inc. – \$200,000
- (5) Pensacola Museum of Art, Inc. – \$15,000
- (6) St. Michael's Cemetery Foundation of Pensacola, Inc. – \$25,000
- (7) Pensacola Bay Area Chamber of Commerce, Inc. – \$600,000

- B. Authorizing the Chairman to sign the Agreements and all other necessary documents; and

- C. Authorizing the approval of the necessary Purchase Orders.

**STANDARD CONSTRUCTION CONTRACT
DOCUMENTS**

FOR

**AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA**

AND

BIRKSHIRE JOHNSTONE, LLC

FORM A: ARCHITECT/ENGINEER

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FOR
AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA AND ARCHITECT

TABLE OF CONTENTS

Agreement Declarations		PAGE
Sec. 1	Contract Documents	1
Sec. 2	Scope of Work	1
Sec. 3	Contract Amount	1
Sec. 4	Bonds	2
Sec. 5	Contract Time and Liquidated Damages	2
Sec. 6	Exhibits Incorporated	3
Sec. 7	Notices	3
Sec. 8	Modification	4
Sec. 9	Successors and Assigns	4
Sec. 10	Governing Law	4
Sec. 11	No Waiver	4
Sec. 12	Entire Agreement	4
Sec. 13	Severability	4

Exhibits	PAGE
Exhibit A/General Terms and Conditions	6
1. Intent of Contract Documents	6
2. Investigation and Utilities	6
3. Schedule	7
4. Progress Payments	7
5. Payments Withheld	9
6. Final Payment	9
7. Submittals and Substitutions	10
8. Daily Reports, As-Builts and Meetings	11
9. Contract Time and Time Extensions	12
10. Changes in the Work .	13
11. Claims and Disputes	13
12. Other Work	14
13. Indemnification and Insurance	14
14. Compliance with Laws	16
15. Cleanup and Protections	17
16. Assignment	17
17. Permits, Licenses and Taxes	17
18. Termination for Default	17
19. Termination for Convenience and Right of Suspension	19

Exhibits	PAGE
20. Completion	19
21. Warranty	20
22. Tests and Inspections	20
23. Defective Work	21
24. Supervision and Superintendents	23
25. Protection of Work	23
26. Emergencies	23
27. Use of Premises	23
28. Safety	24
29. Project Meetings	24
Exhibit B/Performance and Payment Bond	25
Performance Bond	25
Payment Bond	28
Exhibit C/Insurance and Safety	31
Exhibit D/Release and Affidavit	40
Exhibit E/Form of Contract Application for Payment	42
Exhibit F/Construction Change Order	43
Exhibit G/Owner Direct Purchases (if applicable)	
Exhibit H/Working Drawings / Plans prepared by Architect/Engineer and Identified as Follows: on CD	
Exhibit I/Technical Specifications on CD	
Exhibit J/Supplemental Terms and Conditions	
Exhibit K/Federal Documents (if applicable)	
Exhibit L/Solicitation Documents Index	

**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND
BIRKSHIRE JOHNSTONE, LLC FOR ARCHITECT/ENGINEER
DESIGNED CONSTRUCTION CONTRACT DOCUMENTS.**

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Birkshire Johnstone LLC, a Florida corporation for profit, to perform all work ("Work") in connection with MOLINO SCHOOL RENOVATION & RESTORATION, TAX COLLECTOR/PROPERTY APPRAISER OFFICES AND SITE WORK, 10-11.072 ("Project"), 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.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

\$2,950,000.00

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 **two-hundred seventy (270) calendar days for Tax Collector/Property Appraiser Building from the Commencement Date, three-hundred thirty (330) calendar days for the Old School Building conversion from the Commencement Date.** The Bidder agrees to fully complete all work included above within thirty (30) consecutive calendar days from the substantial completion dates for both. **Liquidated damages of \$200.00 each day will be assessed for each day that completion of the project is delayed for the Tax Collector/Property appraiser, and liquidated damages of \$200.00 each day will be assessed for each day that completion of the project is delayed for the Old School Building Conversion.**
- 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. **Liquidated damages of \$200.00 each day will be assessed for each day that completion of the project is delayed for the Tax Collector/Property appraiser, and liquidated damages of \$200.00 each day will be assessed for each day that completion of the project is delayed for the Old School Building Conversion 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.

- 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 Requirements
- Exhibit D: Form of Release and Affidavit
- Exhibit E: Form of Contractor Application for Payment
- Exhibit F: Form of Change Order
- Exhibit G: Owner Direct Purchases (if applicable)
- Exhibit H: Working Drawings / Plans prepared by Architect/Engineer and Identified as Follows: CD
- Exhibit I: Technical Specifications CD
- Exhibit J: Supplemental Terms and Conditions
- Exhibit K: Federal Documents (if applicable)
- Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Facilities Management
P.O. Box 1591
Pensacola, FL 32591
Attn: Bill Lawing

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Chris Shearman
Birkshire Johnstone LLC
11 Clarinda Lane
Pensacola, FL 32505

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.

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.

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 Birkshire Johnstone LLC signing by and through its 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: Angela Cralay

Witness: Susan Hendry

By: Carolee R. Oliver 10/13/11

County Administrator

Date: _____

CONTRACTOR:

Birkshire Johnstone, a Florida Corporation, authorized to do business in the State of Florida.

By: Chris Shuman

Its: President

Date: October 11, 2011

ATTEST: Corporate Secretary

By: Chris Shuman
Secretary

(Corporate Seal)

BCC Approved: 10-6-2011

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 effect 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 Architect/Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Architect/Engineer. 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 Architect/Engineer. 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. "Architect", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Architect 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. 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 may be provided in an electronic format. 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 and the Architect/Engineer, 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 and Architect/Engineer, 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 and the Architect/Engineer a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be

submitted no earlier than thirty (30) days after the 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) original copies of each of its Applications for Payment to the Architect/Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Architect/Engineer 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 Architect/Engineer, 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.
- 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 Architect/Engineer for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to the 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 on 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.

- 4.9. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's and Architect/Engineer's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 5. PAYMENTS WITHHELD.

- 5.1. The Architect/Engineer or County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Architect/Engineer or 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 thirty (30) calendar days after the Work is finally inspected and accepted by County and Architect/Engineer 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 Architect/Engineer or 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 Architect'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; and
 - 8.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County or Architect/Engineer pursuant to the Contract Documents.

- 8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract

- 8.3. 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.
- 8.4. 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 materialmen, 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, stating the cause or causes thereof, or 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 Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

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 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 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.

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 and Architect/Engineer 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 and Architect/Engineer 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 during the pendency of any 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 to County and Architect/Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time 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 Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer and their, 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 or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to 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, Office of Purchasing, 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. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.
- 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 personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-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 attorneys' 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 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.

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 and Architect/Engineer 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) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

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.
- 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. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

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. 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 therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2. 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 Architect/Engineer 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 it 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 Architect/Engineer and 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, shall be certified by the Architect/Engineer, upon application, 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 Architect's substantial completion inspection. From the Architect'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 has been deemed substantially complete by the County.
- 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, (4) a published copy of the Notice of Completion as provided for in this section and (5) all required close out document as provided in the contract documents. 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. TESTS AND INSPECTIONS.

- 22.1. County, Architect/Engineer, their 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 Architect/Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.

- 22.2.** 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 Architect/Engineer 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 Architect/Engineer and County.
- 22.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the Architect/Engineer, such work must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Architect/Engineer, such Work must, if requested by Architect/Engineer, be uncovered for Architect/Engineer's observation and be replaced at Contractor's sole expense.
- 22.4.** The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.
- 22.5.** Neither observations by the Architect/Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 22.6.** 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 23. DEFECTIVE WORK.

- 23.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County or Architect/Engineer, 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 or Architect/Engineer, remove it from the site and replace it with undefective 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.
- 23.2.** If the County or Architect/Engineer considers it necessary or advisable that covered Work be observed by Architect/Engineer or inspected or tested by others, Contractor, at County's or Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County or Architect/Engineer 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.

- 23.3.** 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 or Architect/Engineer 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 or Architect/Engineer to stop the Work shall not give rise to any duty on the part of County or Architect/Engineer to exercise this right for the benefit of Contractor or any other party.
- 23.4.** 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.
- 23.5.** If Contractor fails, within a reasonable time after the written notice from County or Architect/Engineer, to correct defective Work or to remove and replace rejected defective Work as required by Architect/Engineer or 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 or Architect/Engineer, 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 24. SUPERVISION AND SUPERINTENDENTS.

- 24.1. 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, who shall not be replaced without prior written notice to County except under extraordinary circumstances. 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 25. PROTECTION OF WORK.

- 25.1. 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.
- 25.2. 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 26. EMERGENCIES.

- 26.1. 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 or Architect/Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Architect/Engineer 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 Architect/Engineer 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 adjacent to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES.

- 27.1. 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.

Section 28. SAFETY.

28.1. The Contractor shall be 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:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. 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.

28.1.4. 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.

28.1.5. The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.1.6. 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 29. PROJECT MEETINGS.

29.1. Prior to the commencement of Work, the Contractor shall attend a preconstruction 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 Architect/Engineer or County with respect to the Project, when directed to do so by County or Architect/Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Architect/Engineer.

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, 221 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

Witnesses

As Attorney In Fact (Attach Power)

(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)

BOND NO. _____

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, 221 Palafox Place, Pensacola, Florida 32591-1591, (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 losses, 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)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

ATTEST:

SURETY: _____
(Printed Name)

Witness

(Business Address)

Witness

(Authorized Signature)

(Printed Name)

OR

Witnesses

As Attorney In Fact (Attach Power)

(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: Joe Pillitary, CPPO, CPPB
 Office of Purchasing
 P.O. Box 1591
 Pensacola, FL 32591-1591
 Fax (850) 595-4807
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

ENDORSEMENTS/ADDITIONAL INSURANCE

If checked below, the County requires the following endorsements or additional types of insurance.

- TERMINATION/ADVERSE CHANGE ENDORSEMENT**
 All of Contractor's policies, except for professional liability and workers compensation insurance, are to be endorsed, and the Contractor's Certificate(s) of Insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change.
- PROPERTY COVERAGE FOR LEASES**
 The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

 Coverage shall also include continued full payment of rents to the County for up to one year after damage or destruction of the property
- COMMERCIAL GENERAL LIABILITY COVERAGE PROJECT AGGREGATE**
 Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \$ _____ is required by the County for this agreement or contract.
- LIQUOR LIABILITY**
 In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already

applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella/excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

OWNERS PROTECTIVE LIABILITY COVERAGE

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County.

This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

BUILDERS RISK COVERAGE

Builders Risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

INSTALLATION FLOATER COVERAGE

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

MOTOR TRUCK CARGO COVERAGE

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

CONTRACTOR'S EQUIPMENT COVERAGE

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred.

FIDELITY/DISHONESTY COVERAGE - FOR EMPLOYER

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

- FIDELITY/DISHONESTY/LIABILITY COVERAGE - FOR COUNTY**
Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

- GARAGE LIABILITY COVERAGE**
Garage Liability insurance is to be purchased to cover the Other Party and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

- GARAGEKEEPERS COVERAGE (LEGAL LIABILITY FORM)**
Garagekeepers Liability insurance is to be purchased to cover the Other Party's liability for damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Other Party. This form of coverage responds only when the Other Party is legally liable for the loss.

- GARAGEKEEPERS COVERAGE (DIRECT-EXCESS FORM)**
Garagekeepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Other Party. This form of coverage responds on a legal liability basis, and also without regard to legal liability on an excess basis over any other collectible insurance.

- WATERCRAFT LIABILITY COVERAGE**
Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity.

- UNITED STATES LONGSHOREMEN AND HARBORWORKERS ACT COVERAGE**
The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harborworkers Act Coverage for exposures, which may arise from this agreement or contract.

- JONES ACT COVERAGE**
The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures, which may arise from this agreement or contract.

- AIRCRAFT LIABILITY COVERAGE**
Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be \$___,000,000 per occurrence, Combined Single Limit for Bodily Injury (including passenger liability) and Property Damage.

POLLUTION/ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment, which may arise from this agreement or contract.

PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$___,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made 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.

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: _____
Architect

By: _____
Owner

ACORDTM CERTIFICATE OF LIABILITY INSURANCE **DATE (MM/DD/YY)**

SAMPLE	<p><small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</small></p> <p>Insurers shall be rated 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.</p> <p style="text-align: center;">INSURERS AFFORDING COVERAGE</p> <p>INSURER A: _____</p> <p>INSURER B: _____</p> <p>INSURER C: _____</p> <p>INSURER D: _____</p> <p>INSURER E: _____</p>
PRODUCER	
INSURED	

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DIS R LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ___ COMMERCIAL GENERAL LIABILITY ___ CLAIMS MADE ___ OCCUR _____ _____ GEN-L AGGREGATE LIMIT APPLIES PER: ___ POLICY ___ PROJECT ___ LOC				EACH OCCURRENCE \$1,000,000.00 FIRE DAMAGE (Any one fire) \$1,000,000.00 MED EXP (Any one person) \$1,000,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$1,000,000.00 PRODUCTS - COMP/OP AGG \$1,000,000.00	
**	AUTOMOBILE LIABILITY ___ ANY AUTO ___ ALL OWNED AUTOS ___ SCHEDULED AUTOS ___ HIRED AUTOS ___ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY ___ ANY AUTO _____				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
	EXCESS LIABILITY ___ OCCUR ___ CLAIMS MADE _____ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS- LIABILITY				WC STATUTORY OTHER LIMITS E.L. EACH ACCIDENT \$100,000.00 E.L. DISEASE - POLICY LIMIT \$500,000.00 E.L. DISEASE-EA EMPLOYEE \$100,000.00	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 ** Escambia County as additional insured on all liability policies except Workers' Compensation and Professional.
 RE: PD # 10-11.072
 Project Name: Molino School Renovation & Restoration, Tax Collector /Property Appraiser Offices and Site Work

CERTIFICATE HOLDER Additional Insured: Insurer Letter:	CANCELLATION
NAME AND ADDRESS OF CERTIFICATE HOLDER: Escambia County Post Office Box 1591 Pensacola, Florida 32591-1591 Attn: Joe Pillitary, Purchasing Coordinator Office of Purchasing, Room 11.101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3241

County Administrator's Report 12. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: 2012/2013 Rural Elderly Assistance Program Agreement with Council on Aging of West Florida, Inc.

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2012/2013 Fiscal Year Rural Elderly Assistance Program Agreement with the Council on Aging of West Florida, Inc. - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the 2012/2013 Fiscal Year Rural Elderly Assistance Program (REAP) Agreement with the Council on Aging of West Florida, Inc. (COA):

A. Approve the Agreement with the Council on Aging of West Florida, Inc., in the amount of \$47,000, for continuation of the Rural Elderly Assistance Program for the 2012/2013 Fiscal Year; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and related documents necessary to implement the project.

[Funding: Fund 129/CDBG, Cost Center to be assigned]

BACKGROUND:

The Board has consistently approved entering an annual Community Development Block Grant (CDBG) funded Agreement with the Council on Aging for the Rural Elderly Assistance Program since 1990. The Board approved the 2012 Escambia Consortium Annual Plan on August 9, 2012, which includes funding for the REAP in the amount of \$47,000 for the period October 1, 2012–September 30, 2013 (Exhibit I). As a public service activity operated by the Council on Aging of West Florida, Inc. (COA), REAP provides varied social, recreational and supportive services to the elderly in the communities of Cantonment, McDavid, Century, Davisville, and Byrneville. The project serves the rural elderly primarily within Census Tracts 35.02, 38, 39 and 40, specifically the lower income communities denoted above. As in the past, funds will support the cost for the Rural Services Coordinator and Social Workers (including fringe), and related direct program support services. The 2012/2013 Agreement (Exhibit II) includes funding in the amount of \$47,000 as outlined in the 2012 Escambia Consortium Annual Plan.

BUDGETARY IMPACT:

The \$47,000 in CDBG Program funding will be included in the County's FY 2013 budget in Fund 129/CDBG. This recommendation is contingent upon the award of the CDBG funds by HUD.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No County personnel will be required for the project. The Rural Services Coordinator and Social Workers are employees under the supervision of the COA and are governed by COA personnel rules and regulations.

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal CDBG agreements are required for sponsoring agencies and such agreements must be approved by the Board.

IMPLEMENTATION/COORDINATION:

All implementation tasks will be handled by Neighborhood Enterprise Foundation, Inc. (NEFI) in coordination with the COA. After execution, all Agreement compliance matters will be managed by NEFI including review of cost reimbursement requests and required project level monitoring. All project costs are reviewed in detail for eligibility and reimbursed monthly through CDBG Program funding, based upon submission of expense documentation by COA. The COA has been advised of the date and time of the Board meeting during which this Agreement will be presented for approval.

Attachments

Ex I-Ann Plan Summary

Ex II-COA Agreement

**ESCAMBIA COUNTY
2012/2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION**

HOUSING REHABILITATION:**FUNDING:****Housing Rehabilitation Program (General)****\$510,500***

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 9 substandard homeowner occupied units, optional sanitary sewer connection assistance for lower income owners in targeted areas and related program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film, rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

TEMPORARY RELOCATION:**\$20,000**

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:**General Grant Administration/Management****\$308,554**

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs (Finance).

Escambia County Community Redevelopment Agency**\$10,000**

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing**\$18,500**

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:**Brownfields Community Redevelopment Project****\$200,000**

Funds allocated for this activity will be used to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's Community Redevelopment Areas (Palafox Corridor, Warrington, Brownsville, Barrancas, and Englewood), the City of Pensacola's Community Redevelopment Areas; the County or City's designated Enterprise Zones; and/or designated Brownfield sites within the County or City. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with other local, Federal or State Brownfield Programs. (Limited to areas of slum and blight as designated by Escambia County or the State of Florida in accordance with Florida law, including designated Brownfield sites).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc. **\$47,000**
Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 2,000 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

CRA/Neighborhood Restoration Program **\$175,000**
Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone.

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties **\$25,000**
Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, Palafox Corridor Community Redevelopment Areas and Century.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade **\$120,000**
Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project **\$50,000**
Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

Community Redevelopment Facade Improvement Program **\$0**
Prior year funds will continue to support matching grants not to exceed \$25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements **\$200,720**
Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor and Barrancas. Funds may also be utilized to support costs for improvements/enhancements to County owned Senior Citizen Center facilities serving neighborhoods in unincorporated Escambia County. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Redevelopment Area Neighborhood Renewal Incentive/Initiative

\$0

Until exhausted, prior year funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas.

TOTAL 2012 ESCAMBIA COUNTY CDBG FUNDS PROJECTED

\$ 1,685,274
=====

ESCAMBIA CONSORTIUM
2012-2013 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES

FUNDING

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$410,192

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 4 to 5 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$205,158

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOMEBUYER ASSISTANCE

\$150,368

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 13-15 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE)

\$153,144

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 2 affordable rental, special needs or homeless housing units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

ADMINISTRATION/MANAGEMENT (JOINT)

\$102,095

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2012 HOME Funds Available to the Consortium (FINAL)

\$ 1,020,957

(Local match provided through limited SHIP funds and carry forward match balance)

TOTAL 2012 HOME FUNDS PROJECTED

\$ 1,020,957
=====

2012-2013 EMERGENCY SOLUTIONS GRANT (ESG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

Activity ESG 12 – Emergency Shelter/Operations:	\$ 87,690
Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)	
Activity ESG 12 - Rapid Re-Housing & Homeless Prevention	\$ 48,166
Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.	
Activity ESG 12 - Homeless Management Information System (HMIS) Enhancements	\$ 15,000
Supports the Homeless Management Information System (HMIS) and associated policy/procedures, data integration, information sharing among various provider agencies, long term funding and system growth and avoidance of duplication of benefits with respect to clients.	
Administration	\$ 12,231
Administrative Cost (7.5%): \$4,077 to EscaRosa Coalition on the Homeless Project Management & \$8,154 to Escambia County Indirect Cost	

TOTAL 2012 ESG FUNDS PROJECTED **\$163,087**
=====

RURAL ELDERLY ASSISTANCE PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into this **4th day of October 2012** by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the **COUNCIL ON AGING OF WEST FLORIDA, INC.**, a not for profit corporation organized under the laws of the State of Florida", hereinafter referred to as the "Recipient", for the sole purpose of administering the Rural Elderly Assistance Program, hereinafter referred to as the "Project".

WITNESSETH

WHEREAS, the County has been awarded a Community Development Block Grant, which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the County of Escambia;

WHEREAS, said grant provides that the County may contract with non-profit community groups, to administer and implement the project set forth therein;

WHEREAS, it is in the best interest of the County to enter into a special contract with the Recipient for the implementation and operation of a portion of said grant;

WHEREAS, the County hereby engages the services of the Recipient to manage the Project within the service area defined herein.

NOW, THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

ARTICLE I

Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., hereinafter referred to as "NEFI", as designated agent for Escambia County. For contract coordination purposes the designated contract manager is Randy Wilkerson, Executive Director, NEFI, P. O. Box 18178, Pensacola, Florida 32523-8178, (850) 458-0466.

ARTICLE II

Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of Attachment I to provide transportation services for the elderly in the Cantonment, Century, Davisville, and McDavid areas, and provide for a Rural Services Director to expand and develop services for the rural elderly, and other identified Project staffing and support costs as may be required and mutually approved by the parties to this Agreement. The Project is approved in the **2012** Escambia Consortium Action Plan, as approved by the Board of County Commissioners on August 9, 2012.

ARTICLE III

Funding

The County agrees to pay an amount not to exceed **\$47,000** solely from available Community Development Block Grant funds to be used for 1) Rural Services Outreach (identifying and assisting elderly citizens in the rural areas of Escambia County), 2) Case Management (performing comprehensive assessment of elderly citizens applying for services in order to match them with the appropriate agency and/or service which can meet their needs, and 3) Rural Services Coordinator (coordinating all Council on Aging activities in rural Escambia County; including senior centers in Century and Cantonment, emergency food distribution, special programs for disabled seniors, transportation, etc).

3.1 The County shall pay this amount over the period of this contract to the Recipient for services rendered herein;

3.2 The method of payment shall be according to the Payment Schedule, as described in Attachment I of this Agreement.

ARTICLE IV

Reporting

4. The Recipient shall provide the County with a monthly report of all activities, including a narrative summary of progress and a financial statement described in Attachment II of this Agreement.

4.1 The Recipient shall use the report form that has been approved by the County as described in Attachment II of this Agreement.

4.2 The report shall be due monthly and shall continue until all information concerning the project has been received by the County or its designated Agent.

4.3 This report is due on the 10th day of each subsequent month.

4.4 The Recipient shall provide the County or its designated Agent with additional information as needed.

ARTICLE V

Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the County for its designated Agent, in operating the aforementioned service. The Recipient shall hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this 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 or insurance.

ARTICLE VI

Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **1st day of October 2012** and shall terminate on **September 30, 2013** unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation;

6.1 Provided, that if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the County, then the County may terminate this contract instantly and shall reimburse payments that were expended up to the date of termination only. Said termination shall be in accordance with provisions of 24 CFR Part 85.43 and/or 85.44, as applicable.

ARTICLE VII

Accountability

7. The Recipient agrees to maintain personnel, financial and other records and accounts as are necessary to properly account for all funds expended in performance of this contract;

7.1 These records and accounts shall be subject at times to inspection, review, or audit for a period of five (5) years following the termination of this contract unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the United States Department of Housing and Urban Development, or their representatives; or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

ARTICLE VIII

Nepotism

8. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in their performance, under this Agreement, which statute is hereby referred to and incorporated by reference herein.

ARTICLE IX

Civil Rights and Anti-Discrimination

9. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race,

creed, color, handicap, familial status, disability, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X

Housing and Urban Development Act of 1968 Section Three Clause

10. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in Attachment III of this Agreement.

ARTICLE XI

Equal Employment Opportunity

11. The Recipient agrees to abide Equal Opportunity Clause for Contracts Subject to Executive Order #11246 as described in Attachment III of this Agreement.

ARTICLE XII

Program Income

12. No Program income is anticipated to result from the activities encompassed in the Project, however in the event that generation of program income should occur at any time during the effective term of this Agreement the provisions set forth at 24 CFR 570.504(c) shall apply. Any program income generated by Project activities shall be documented by the Recipient and promptly returned to the County.

ARTICLE XIII

Uniform Administrative Requirements

13. The Recipient shall comply with applicable provisions of the uniform administrative requirements described in 24 CFR Part 570.502 and shall comply with the requirements of OMB

Circular A-122 "Cost Principles for Non Profit Organizations," and any amendments or revisions to said regulatory provisions or circulars as may be promulgated by the Federal Government. Copies of pertinent provisions of 24 CFR Part 570 and governing OMB Circulars have been provided to the Recipient and Recipient has acknowledged receipt as evidenced in Attachment III.

ARTICLE XIV

Other Federally Related Requirements

14. The Recipient shall carry out all Project activities in compliance with all Federal Laws and Regulations described in Subpart K of 24 CFR Part 570, except that:

14.1 The Recipient does not assume the County's environmental responsibilities described at 24 CFR Part 570.604; and

14.2 The Recipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 570.52.

Pertinent provisions of Subpart K of 24 CFR Part 570 have been provided to the Recipient as noted in Attachment III of this Agreement.

ARTICLE XV

Reversion of Assets

15. Upon expiration of this Agreement and corresponding cessation of the Project activities provided for hereunder, the Recipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Recipients control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be:

- (i) Used to meet one of the national objectives in 24 CFR Part 570.901 until five years after the expiration of the agreement, or for such longer period of time as determined to be appropriate by the County; or
- (ii) Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for acquisition of, or improvement to the property. (Reimbursement is not required after the period of time specified in paragraph (i) of this section has expired.)

ARTICLE XVI

Procurement

16. The Recipient shall be required to adhere to the procurement standards provided at 24 CFR Part 85.36 or the Recipients written procurement standards provided that such standards conform to Federal Law and the provisions of Part 85.36. This shall apply to the purchase of materials, supplies, and equipment. The full text of 24 CFR Part 85.36 has been provided to the recipient as noted in Attachment III of this Agreement.

ARTICLE XVII

General Provisions

17. The Recipient accepts these funds so appropriated in accordance with the terms of this Agreement, and agrees that the contents of Attachment I – III, and regulatory requirements cited therein, are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Recipient agrees:

17.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

17.2 To consent to such audits by United States Department of Housing and Urban Development, the County Comptrollers' Office, or designated independent auditing firm(s) as may be required in relation to this Agreement.

17.3 To produce all documents required upon request by the County, the United States Department of Housing and Urban Development or their authorized representatives;

17.4 To provide the County (through its designated Agent) with the annual audit of the program as carried out for the Escambia County Community Development Block Grant Program by an independent Certified Public Account. Said audit shall comply with provisions of 24 CFR Part 85.26.

ARTICLE XVIII

Understanding of Terms

18.1 This contract represents the entire and integrated agreement between the County and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by written instrument signed by both Recipient and County or in accordance with the provisions contained in this Contract document.

18.2 This contract is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this contract shall be governed by the laws of the State of Florida, both as to interpretation and performance.

18.3 It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

18.4 The clause headings appearing in this agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

18.5 All notices under this contract shall be in writing, and shall be sent by registered mail to the parties identified in this Agreement.

18.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

ATTEST:

Ernie Lee Magaha
Clerk of the Circuit Court

ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through
its BOARD OF COUNTY COMMISSIONERS

By: _____
Wilson B. Robertson, Chairman

By: _____
Deputy Clerk

BCC Approved: October 4, 2012

Escambia County Legal Department Approval

This document approved as to form
and legal sufficiency.
By: [Signature]
Title: ACA
Date: 9/5/12

WITNESSED:

COUNCIL ON AGING OF WEST FLORIDA, INC.
A Florida Non-Profit Corporation

Print Name:

By: _____
John Clark, Executive Director

Print Name:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by John Clark, Executive Director of the Council of Aging of West Florida, Inc., a not for profit corporation, who did not take an oath and who:

- ___ is/are personally known to me.
- ___ produced current Florida driver's license as identification.
- ___ produced current _____ as identification.

Signature of Notary Public

Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

I. SCOPE OF SERVICES

The Council on Aging of West Florida, Inc. will administer the Rural Elderly Assistance Program. The County will provide \$47,000 CDBG Funds for the administration of the Project. The CDBG funds must directly be spent on operational expenses and program activities. The Council on Aging of West Florida, Inc. will also be required at a minimum to provide monthly reports to the County or its designated Agent of elderly served categorized by race and gender and type of service provided.

II. RECIPIENT INFORMATION

Council on Aging of West Florida, Inc.
P. O. Box 17066
Pensacola, FL 32522-7066
(850) 432-1475 Contact: John Clark, Executive Director

III. MONTHLY REPORTS

- A. A monthly report is due each month during the contract period and shall continue until all information concerning the project has been received by the County or designated Agent.
- B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the reporting period.
- C. A copy of all canceled checks and bank statements during that previous report period must be attached to the monthly report to verify payment of earlier invoices and billings in order for the County to reimburse the agency for eligible project costs.
- D. The monthly report is due prior to the 10th day of each month, unless alternative due dates are agreed to in writing for the mutual convenience of the parties to this Agreement.
- E. Monthly reports not submitted shall give cause for further payment to the recipient being withheld.

IV. BUDGET INFORMATION

The Recipient shall have a budget of \$47,000.00 to cover the contract period of October 1, 2012 - September 30, 2013. Salary, fringe benefits, and project related local travel (private auto use) costs shall be reimbursable (costs for documented project related local travel shall be reimbursable at a rate not to exceed the current IRS approved rate) regarding Rural Services Outreach, Case Management, and Rural Services Coordinators while providing services to the elderly in the Cantonment, Century, Davisville, and McDavid areas.

V. AUDIT REQUIREMENTS

The Recipient shall provide the County (through its designated Agent) with an audit report showing the financial affairs of the Recipient during the period of the contract.

VI. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the above budget. Documentation must be submitted to equal actual expenditures. Any item not included in the budget will be an ineligible expenditure, and will not be reimbursed.

VII. PROJECT EVALUATION, MONITORING AND REVIEW

1. This program will be monitored during the period of the contract. The Recipient shall provide reasonable information and/or materials including personnel records to the person monitoring the project to provide assurance that the contract is being adhered to in a legal manner.
2. The County reserves the right to evaluate and review this contract and its effectiveness. If found not to be effective, legal changes will be made to the contract or the contract may be terminated, according to Article VI; Sub-section 6.1.

MONTHLY STATUS REPORT

REPORT # _____

TO: NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.

FROM: _____

PROJECT: _____ CONTRACT # _____

REPORT PERIOD _____ TO _____ DATE SUBMITTED _____

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT ACTIVITIES HAVE TAKEN PLACE DURING THE REPORT PERIOD.

B. GIVE A COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE NEXT REPORT PERIOD.

II. FINANCIAL REPORT

CONTRACT AMOUNT

\$ 47,000.00

Expenditures:

Month of _____, 20 ____

ITEM

COST

Total expenditures this period \$ _____

Remaining contract amount \$ _____

Balance end of this reporting period \$ _____

Comments _____

I certify, that to the best of my knowledge, the data reported is correct.

Authorized Signature

Date

Position

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

LISTING OF STANDARD CONTRACT PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202(a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable
17. Labor Standards Provisions to the extent required by Section 110 of the housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization

Standard Provisions (Continued)

19. Affirmation Acton in Employment and Employment Matters
20. Section 3 of the Housing and Community Development Act of 1968, as amended
21. Age Discrimination Act of 1975
22. Provisions Regarding Access to and Maintenance of Records
23. Conflict of Interest Provisions
24. Anti-Lobbying Certification
25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities
26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients (24 CFR Part 24)
27. Ownership of Project Copyrights and Patents (if applicable)
28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.
29. Constitutional Prohibition prohibiting the use of CDBG funds for religious activities or the provision of CDBG funds to primarily religious entities for any activities, including secular activities.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

_____ will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: _____ Date: _____

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: B-12-UC-12-0021

_____ shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: _____

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: _____

SIGNED: _____
Certifying Officer

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Project Name: _____

Name: _____

Title : _____

Firm/Agency: _____

Street Address: _____

FEDERALLY RELATED CONTRACT PROVISIONS AND INFORMATION

1. **Purpose: THIS SECTION** includes the myriad of Federally related contract requirements which must be complied with during the completion of this project. All of the requirements in this section should be carefully reviewed by the contracting entity. Each Contracting entity and any Subcontractors must conform with the following:

2. Standard Contract Provisions

All applicable Federal provision are attached including:

1. Certification of Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance Certification
4. Americans with Disabilities Act (ADA)
5. Anti-Kickback Act
6. Executive Order 11246/Affirmative Action
7. Title VI of the Civil Rights Act
8. Lead Base Paint Prohibition
9. Flood Hazards Mitigation (where applicable)
10. Architectural Barriers Act (where applicable)
11. Energy Policy and Conservation Act
12. Section 503 and 504 of the Rehabilitation Act of 1973
13. Contract Work Hours and Safety Act
14. Minority and Women owned Business Listings

Each should be carefully reviewed to assure existing compliance and/or the capacity to comply with said provisions.

3. Affirmative Action Plan

Agency shall operate its employment, training and related affairs in a manner so as to affirmatively support equal employment provisions of Federal Law.

4. HUD Section 3 Plan and Compliance Requirements (if applicable to this project)

Any successful Vendor must submit an acceptable HUD Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities.

5. Access to Related Documents

Comptroller General of the United States, or any duly authorized representative of such Contracting with Escambia County, Department of Housing and Urban Development, the agencies shall have access to any books, documents, papers, and records of the Contracting entity which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained by the contracting entity and any of its subcontractors for a period of at least five (5) years and longer should they be the subject of inspection, litigation, or under review.

6. Interest of Certain Federal and Other Officials

- A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

- B. No member, officer or employee of the Grantee (Escambia County, Florida), its designees or agents, no member of the governing bodies of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contracting entity will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

7. Reporting, Copyrights, and Patents

Any reports, statistics, cost data, or related documentation of project related activity required by NEFI, Escambia County, the U.S. Department of Housing and Urban Development or their duly authorized representatives will be promptly submitted to the authorized requesting entity within ten (10) days of such request, and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee. Any copyright or patent resulting from this project will be retained by the Grantor Agency (U.S. Department of Housing and Urban Development) and will be made available as directed by such agency.

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

- A. Activities and Contracts Not Subject to Executive Order 11246, As Amended (applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under).

During the performance of this contract, the Contracting entity and its Subcontractors agree as follows:

(1) The Contracting entity or subcontractors thereto shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contracting entity or subcontractors thereto shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- (2) The Contracting entity and subcontractors thereto or shall post in conspicuous places places available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contracting entity and subcontractors thereto shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.
- (3) The contracting entity shall incorporate foregoing requirements in all subcontracts.

9. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified there under.
- (3) A stipulation that as a condition for the award of the contract prompt notice of Federal Activities, EPA, indicating that a facility utilized or will be given of any notification received from the Directors' off to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a mean of enforcing such provisions.

10. **SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION**

- A. **Lead Based Paint Hazards** (Applicable to contracts for construction, rehabilitation or conversion of residential structures) The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the use of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.
- B. **Flood Prevention and Protection** (Applicable to acquisition, rehabilitation and construction activities)
Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for use in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.
- C. **Site Safety Measures**
Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

11. **Access to Records/Maintenance of Records**

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deemed necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of five years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

12. **Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials**

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

13. **Minority and Female Contractor Associations**

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/ Jacksonville Office, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

14. **Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act**

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis-Bacon Act provisions. The laws generally require that:

1. A minimum wage of \$7.25/hour be paid;
2. Forty hours constitutes a standard workweek;
3. "Time and one-half" rates be paid for work in excess of these maximums;

4. Employers are liable to employees for payment of overtime;
5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of \$10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
8. Intentional violations constitute a Federal misdemeanor and are punishable by fine (\$1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

15. **Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing**

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

16. **Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards**

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

17. **Preservation of Historically Significant Properties**

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

18. **Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Sub-Contractors**

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

CERTIFICATION OF RECEIPT

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
REGULATIONS CODIFIED AT 24 CFR PART 570 & PART 85.36**

and

**OMB CIRCULAR A-122, OMB CIRCULAR A-133,
and applicable portions of OMB CIRCULAR A-110**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 CRR Part 570 *and Part 85.36*, as promulgated by the U. S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management Circulars issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-122 (Cost Principles for Non-Profit Organizations”), A-133 (Audits of Institutions of Higher Education and Other Nonprofit Institutions”) and applicable portions of A-110, as implemented at 24 CFR Part 84 (“Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations”). I/We have reviewed the Regulations and Circulars and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations and Circulars should be resolved by contacting Escambia County’s CDBG Program representative, currently Neighborhood Enterprise Foundation, Inc. If the issue or question cannot be resolved by the County’s CDBG Representative, the issue will be submitted to the U. S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the County’s CDBG Program Representative by this agency.

Council on Aging of West Florida, Inc.

By: _____

Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3242

County Administrator's Report 12. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: 2012/2013 Fair Housing Services Agreement with Escambia Pensacola Human Relations Commission

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the 2012/2013 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the 2012/2013 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission:

A. Approve the 2012/2013 Community Development Block Grant (CDBG) funded Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission (HRC), providing a total of \$18,500 for the 2012/2013 Fiscal Year; and

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

[Funding: Fund 129/CDBG, Cost Center to be assigned]

BACKGROUND:

The County's Fair Housing Ordinance provides for fair and equal access to housing for all persons, and the Ordinance is administered and enforced by the Escambia Pensacola Human Relations Commission (HRC) under the CDBG funded Agreement. Further, HRC activities are supportive of the Federal Fair Housing Law and State of Florida Fair Housing Act, both of which are directly applicable to all jurisdictions within the State. The funding is required to ensure adequate support for fair housing related activities undertaken by the HRC. The County and City of Pensacola have utilized HRC for fair housing related education and enforcement services since passage of the County and City Fair Housing Ordinances in the mid-1980's. The Board approved the 2012/2013 Escambia Consortium Annual Plan on August 9, 2012, which included funding for this Agreement in the amount of \$18,500 for the period October 1, 2012–September 30, 2013 (Exhibit I). The Agreement (Exhibit II) is renewed annually subject to availability of CDBG funds.

BUDGETARY IMPACT:

The \$18,500 in CDBG Program funding will be included in the County's FY 2013 budget in Fund 129/CDBG. This recommendation is contingent upon the award of the CDBG funds by HUD.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

All staffing is provided by the HRC through this Agreement. There is no impact upon County staffing as a result of continuation of this Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal CDBG agreements are required for sponsoring agencies, and must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Agreement will be mutually executed by the Board Chairman and HRC Chairman. No interruption of services related to the Agreement process will occur. HRC is aware of the date and time of the Board meeting during which this Agreement will be presented for approval.

Attachments

Ex I-Ann Plan Summary

Ex II-HRC Agreement

**ESCAMBIA COUNTY
2012/2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION**

HOUSING REHABILITATION:**FUNDING:****Housing Rehabilitation Program (General)****\$510,500***

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 9 substandard homeowner occupied units, optional sanitary sewer connection assistance for lower income owners in targeted areas and related program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film, rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

TEMPORARY RELOCATION:**\$20,000**

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:**General Grant Administration/Management****\$308,554**

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs (Finance).

Escambia County Community Redevelopment Agency**\$10,000**

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing**\$18,500**

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:**Brownfields Community Redevelopment Project****\$200,000**

Funds allocated for this activity will be used to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's Community Redevelopment Areas (Palafox Corridor, Warrington, Brownsville, Barrancas, and Englewood), the City of Pensacola's Community Redevelopment Areas; the County or City's designated Enterprise Zones; and/or designated Brownfield sites within the County or City. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with other local, Federal or State Brownfield Programs. (Limited to areas of slum and blight as designated by Escambia County or the State of Florida in accordance with Florida law, including designated Brownfield sites).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc. **\$47,000**
Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 2,000 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

CRA/Neighborhood Restoration Program **\$175,000**
Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone.

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties **\$25,000**
Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, Palafox Corridor Community Redevelopment Areas and Century.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade **\$120,000**
Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project **\$50,000**
Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

Community Redevelopment Facade Improvement Program **\$0**
Prior year funds will continue to support matching grants not to exceed \$25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements **\$200,720**
Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor and Barrancas. Funds may also be utilized to support costs for improvements/enhancements to County owned Senior Citizen Center facilities serving neighborhoods in unincorporated Escambia County. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Redevelopment Area Neighborhood Renewal Incentive/Initiative

\$0

Until exhausted, prior year funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas.

TOTAL 2012 ESCAMBIA COUNTY CDBG FUNDS PROJECTED

\$ 1,685,274
=====

ESCAMBIA CONSORTIUM
2012-2013 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES

FUNDING

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$410,192

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 4 to 5 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$205,158

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOMEBUYER ASSISTANCE

\$150,368

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 13-15 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE)

\$153,144

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 2 affordable rental, special needs or homeless housing units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

ADMINISTRATION/MANAGEMENT (JOINT)

\$102,095

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2012 HOME Funds Available to the Consortium (FINAL)

\$ 1,020,957

(Local match provided through limited SHIP funds and carry forward match balance)

TOTAL 2012 HOME FUNDS PROJECTED

\$ 1,020,957
=====

2012-2013 EMERGENCY SOLUTIONS GRANT (ESG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

Activity ESG 12 – Emergency Shelter/Operations:	\$ 87,690
Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)	
Activity ESG 12 - Rapid Re-Housing & Homeless Prevention	\$ 48,166
Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.	
Activity ESG 12 - Homeless Management Information System (HMIS) Enhancements	\$ 15,000
Supports the Homeless Management Information System (HMIS) and associated policy/procedures, data integration, information sharing among various provider agencies, long term funding and system growth and avoidance of duplication of benefits with respect to clients.	
Administration	\$ 12,231
Administrative Cost (7.5%): \$4,077 to EscaRosa Coalition on the Homeless Project Management & \$8,154 to Escambia County Indirect Cost	

TOTAL 2012 ESG FUNDS PROJECTED **\$163,087**
=====

FAIR HOUSING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this **4th day of October 2012**, by and between the County of Escambia, hereinafter referred to as the "County," and the **Escambia-Pensacola Human Relations Commission**, hereinafter referred to as the "Recipient."

WITNESSETH

WHEREAS, the County has been awarded a Community Development Block Grant, which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the County of Escambia;

WHEREAS, said grant provides that the County may contract with non-profit community groups, to administer and implement the project set forth therein;

WHEREAS, it is in the best interest of the County to enter into a special contract with the Recipient for the administration of a portion of said grant;

WHEREAS, the County hereby engages the services of the Recipient to administer and implement a portion of the Community Development Block Grant for administration of the County's Fair Housing Ordinance;

NOW THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

ARTICLE I

Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Foundation, Inc., as designated agent for Escambia County.

ARTICLE II

Scope of Services

2. The Recipient agrees to **administer and enforce the County's Fair Housing Ordinance for equal access and equal opportunity in housing and investigate all claims of housing discrimination** in unincorporated Escambia County by providing operational expenses as generally described in Attachment 1, attached hereto and made a part thereof.

ARTICLE III

Funding

3. The County agrees to pay the Recipient an amount not to exceed **\$18,500.00** solely from available Community Development Block Grant funds.

3.1 The County shall pay this amount over the period of this contract to the Recipient for services rendered herein;

3.2 The method of payment shall be according to the Payment Schedule, as described in Attachment 2, attached hereto and made a part thereof;

3.3 Funds may be transferred from line item to line item within the line items specified in Attachment 2 only with prior written approval of the County and no expenditure shall exceed the maximum indebtedness of this contract.

ARTICLE IV

Reporting

4. The Recipient shall provide the County with a monthly report of all activities, including a narrative summary of progress, and financial statement showing in Attachment 1;

4.1 The Recipient shall use the report form that has been approved by the County as described in Attachment 3, attached hereto and made a part thereof;

4.2 The report shall be due monthly and shall continue until all information concerning the project has been received by the County;

4.3 This report is due on the 10th day of each subsequent month;

4.4 The Recipient shall provide the County with additional program information as needed.

ARTICLE V

Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the County, in operating the aforementioned service. The Recipient shall indemnify, defend and hold the County harmless from all claims, suits, judgments or damages arising from the operating of the services required by this contract during the course to the extent allowable under the law.

ARTICLE VI

Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **1st day of October 2012**, and shall terminate on the **30th day of September 2013**, unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation;

6.1 Provided, that if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the County, then the County may terminate this contract instantly and shall reimburse payments that were expended up to the date of the termination only.

ARTICLE VII

Accountability

7. The Recipient agrees to maintain such property, personnel, financial and other records and accounts as are necessary to properly account for all funds expended in performance of this contract;

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of five (5) years following the termination of this contract by both the County and the United States Department of Housing and Urban Development or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

ARTICLE VIII

General Provisions

8. The Recipient accepts these funds so appropriated in accordance with the terms of this contract.

8.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

8.2 To consent to such audits by United States Department of Housing and Urban Development and the County Auditors Offices as the Council Auditor may require;

8.3 To produce all documents required upon request by the County and the United States Department of Housing and Urban Development;

8.4 To provide the County with the audit of the program as carried out for the Escambia County Community Development Grant Program by an independent certified public accountant.

ARTICLE IX

Nepotism

9. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in their performance, under this contract, which statute is hereby referred to and incorporated by reference herein.

ARTICLE X

Civil Rights

10. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are hereby referred to an incorporated by reference herein.

ARTICLE XI

Housing and Urban Development Act of 1968
Section Three Clause

11. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in Attachment 4, attached hereto and made a part thereof.

ARTICLE XII

Equal Employment Opportunity

12. The Recipient agrees to abide by the Equal Employment Opportunity Clause for Contracts Subject to Executive Order #11246, as described in Attachment 4, attached hereto and made a part thereof.

ARTICLE XIII

Procurement

13. The Recipient shall be required to adhere to the following procurement requirements on their purchase of materials, supplies and equipment:

Any purchase or aggregate purchase of \$5,000 OR more will require a formal bid procedure (advertising and sealed bids).

IN WITNESS WHEREOF, the parties hereto duly executed this agreement the date and year first shown above written.

**ESCAMBIA COUNTY, a political Subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

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

By: _____
Wilson B. Robertson, Chairman

By: _____
Deputy Clerk

BCC Approved: October 4, 2012

Escambia County Legal Department Approval

This document approved as to form
and legal sufficiency.
By: _____
Title: _____
Date: 9/11/12

Witnessed:

RECIPIENT: Escambia-Pensacola Human Relations Commission

Print Name: _____

By: _____
Shannon Libbert,
Chairman of the Board

Print Name: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before this _____ day of _____, 2012 by Shannon Libbert, Chairman of the Board of Escambia-Pensacola Human Relations Commission, who did not take an oath and who:

- _____ is/are personally known to me.
- _____ produced current Florida driver's license as identification.
- _____ produced current _____ as identification.

Signature of Notary Public

Name of Notary Printed

My Commission Expires: _____
Commission Number: _____

ATTACHMENT 1

I. SCOPE OF SERVICES

The Pensacola-Escambia Human Relations Commission (HRC) will administer Section 58, Article IV of the Code of Ordinances of Escambia County. The Pensacola-Escambia Human Relations Commission will exercise those duties and powers as prescribed by the Code of Ordinances.

The County will provide **\$ 18,500.00** of CDBG Funds for the administration of its Fair Housing Ordinance. The CDBG funds must directly be spent on administrative expenses and program activities associated with the Fair Housing Ordinance and the public education regarding the same.

The Pensacola-Escambia Human Relations Commission will also be required to provide, at a minimum, the following:

1. Public awareness brochures and programs/workshops designed to promote and inform the community regarding the Fair Housing Ordinance, equal access and equal opportunity in Housing within Escambia County. Specifically, in relation to the latest Analysis of Impediments to Fair Housing Choice (AI) provided by the Escambia Consortium, trainings should provide greater focus on providing materials that:
 - (a) Inform landlords about reasonable accommodations related to disabilities.
 - (b) Utilize the suggested housing discrimination poster showing a disabled veteran

The HRC will be asked to provide verification that this is accomplished by the end of this contract period.

2. Semi-annual reports to County Commission concerning the status of housing discrimination in the County and the enforcement of the provisions of this ordinance along with recommendations concerning methods by which to reduce such discrimination.
3. Monthly reports to the County concerning each housing discrimination claim categorized by race and gender.
4. In relation to the AI findings, begin working on incorporating more Spanish language materials on the HRC website. The recommended timetable is to complete this goal by July 2014.

II. SPECIAL REQUIREMENTS

The Recipient shall include in all advertisements and/or promotions a statement that whole or partial funding of the project is supplied by Escambia County's Community Development Block Grant or wording to that effect.

III. RECIPIENT INFORMATION

CONTACT PERSON: Rebecca Hale - (850) 437-0510
2257 North Baylen St., Pensacola, FL 32501

IV. MONTHLY REPORTS

- A. A monthly report is due each month during the contract period and shall continue until all information concerning the project has been received by the County.

- B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the report period.
- C. A copy of all canceled checks and bank statements during that previous report period must be attached to the monthly report to verify payment of earlier invoices and billings in order for this office to reimburse the agency for eligible project or program costs.
- D. The monthly report is due on the final working day of each month.
- E. Monthly reports not submitted shall give cause for further payments to the recipient being withheld.

The Recipient shall adhere to the following line items in performing the services required under this contract.

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION
FISCAL YEAR 2012 - 2013 BUDGET

Salary*	\$ 18,000.00
Annual Audit	<u>500.00</u>
	\$ 18,500.00
	=====

*Note: Salary costs are for services provided by the following positions:

- Executive Director - up to 25% of time spent.
- Fair Housing Specialist - up to 50% of time spent.

The Executive Director will designate the staff person who will perform as the Fair Housing Specialist.

I. BUDGET REVISION

The Recipient will be allowed to shift up to 15% of the total contract amount the above line items without official Board approval. Any such revisions must be documented in writing to Neighborhood Enterprise Foundation, Inc. (NEFI). Any revision exceeding the 15% level will require approval by the Board of County Commissioners.

II. AUDIT REQUIREMENTS

The Recipient shall provide the County with an audit report showing the financial affairs of the Recipient during the period of the contract.

III. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the above budget. Documentation must be submitted to equal actual expenditures. Any line item not included in the budget will be an ineligible expenditure.

IV. PROJECT EVALUATION, MONITORING AND REVIEW

1. This program can be monitored during the period of the contract. The Recipient shall provide any reasonable information and/or materials including personnel records to the person monitoring the project to provide assurance that the contract is being adhered to in a legal manner.
2. The County reserves the right to evaluate and review this contract and its effectiveness. If found not to effective, legal changes will be made to the contract or the contract may be terminated, according to Article VI; sub-section 6.1.

PAYMENT REQUEST FORM

Name _____ Request Number _____

Address _____ Contract Number _____

_____ Zip _____ Phone Number _____

Date Payment Request Submitted _____

Date Payment Desired _____

1. Total funds you have received thus far \$ _____

2. Actual disbursements made thus far \$ _____

3. Total funds remaining budget \$ _____

4. Funds required \$ _____

5. Funds requested but not yet received \$ _____

6. Total funds to be received from this request \$ _____

7. Number of days before the amount on
line 5 is to be disbursed (must be
less than three days) _____

I certify that the report data above is correct and the amount of this payment request is not in excess of the current needs and is required for reimbursement of payment previously made for eligible activities.

Authorized Signature

Position

Comments

Bank _____ Account # _____

MONTHLY STATUS REPORT

REPORT # _____

TO: ESCAMBIA COUNTY
C/O NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.

FROM: _____

PROJECT: _____ CONTRACT # _____

REPORT PERIOD _____ TO _____ DATE SUBMITTED _____

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT ACTIVITIES HAVE TAKEN PLACE DURING THE REPORT PERIOD.

B. GIVE A COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD. LIST CHECK NUMBER, VENDOR, EMPLOYEE AND FOR WHAT ITEM. USE SEPARATE SHEET IF NECESSARY.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE NEXT REPORT PERIOD.

II. FINANCIAL REPORT

CONTRACT AMOUNT \$ _____

Expenditures: Month of _____, 20__

ITEM

COST

Total expenditures this period \$ _____

Remaining contract amount \$ _____

Balance end of his reporting period \$ _____

Comments _____

I certify, that to the best of my knowledge, the data reported is correct.

Authorized Signature

Date

Position

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

LISTING OF STANDARD CONTRACT PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202(a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable
17. Labor Standards Provisions to the extent required by Section 110 of the housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization

Standard Provisions (Continued)

19. Affirmation Acton in Employment and Employment Matters
20. Section 3 of the Housing and Community Development Act of 1968, as amended
21. Age Discrimination Act of 1975
22. Provisions Regarding Access to and Maintenance of Records
23. Conflict of Interest Provisions
24. Anti-Lobbying Certification
25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities
26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients (24 CFR Part 24)
27. Ownership of Project Copyrights and Patents (if applicable)
28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.
29. Constitutional Prohibition prohibiting the use of CDBG funds for religious activities or the provision of CDBG funds to primarily religious entities for any activities, including secular activities.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

_____ will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: _____ Date: _____

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: B-11-UC-12-0021

_____ shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: _____

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: _____

SIGNED: _____
Certifying Officer

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____ Date: _____
Certifying Official

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Name: _____

Firm/Agency: _____

FEDERALLY RELATED CONTRACT PROVISIONS AND INFORMATION

1. **Purpose:** **THIS SECTION** includes the myriad of Federally related contract requirements which must be complied with during the completion of this project. All of the requirements in this section should be carefully reviewed by the contracting entity. Each Contracting entity and any Subcontractors must conform with the following:

2. **Standard Contract Provisions (Full Text Attached)**

All applicable Federal provision are attached including:

1. Certification of Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance Certification
4. Americans with Disabilities Act (ADA)
5. Anti-Kickback Act
6. Executive Order 11246/Affirmative Action
7. Title VI of the Civil Rights Act
8. Lead Based Paint Prohibition
9. Flood Hazards Mitigation (where applicable)
10. Architectural Barriers Act (where applicable)
11. Energy Policy and Conservation Act
12. Section 503 and 504 of the Rehabilitation Act of 1973
13. Contract Work Hours and Safety Act
14. Minority and Women owned Business Listings

Each should be carefully reviewed to assure existing compliance and/or the capacity to comply with said provisions.

3. **Affirmative Action Plan**

Agency shall operate its employment, training and related affairs in a manner so as to affirmatively support equal employment provisions of Federal Law.

4. **HUD Section 3 Plan and Compliance Requirements** (if applicable to this project)

Any successful Vendor must submit an acceptable HUD Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities.

5. **Access to Related Documents**

Comptroller General of the United States, or any duly authorized representative of such Contracting with Escambia County, Department of Housing and Urban Development, the agencies shall have access to any books, documents, papers, and records of the Contracting entity which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained by the contracting entity and any of its subcontractors for a period of at least five (5) years and longer should they be the subject of inspection, litigation, or under review.

6. Interest of Certain Federal and Other Officials

A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

B. No member, officer or employee of the Grantee (Escambia County, Florida), its designees or agents, no member of the governing bodies of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contracting entity will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

7. Reporting, Copyrights, and Patents

Any reports, statistics, cost data, or related documentation of project related activity required by NEFI, Escambia County, the U.S. Department of Housing and Urban Development or their duly authorized representatives will be promptly submitted to the authorized requesting entity within ten (10) days of such request, and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee. Any copyright or patent resulting from this project will be retained by the Grantor Agency (U.S. Department of Housing and Urban Development) and will be made available as directed by such agency.

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, As Amended (applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under).

During the performance of this contract, the Contracting entity and its Subcontractors agree as follows:

(1) The Contracting entity or subcontractors thereto or shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contracting entity or subcontractors thereto shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Contracting entity and subcontractors thereto or shall post in conspicuous places available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contracting entity and subcontractors thereto shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.

(3) The contracting entity shall incorporate foregoing requirements in all subcontracts.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
- (3) A stipulation that as a condition for the award of the contract prompt notice of Federal Activities, EPA, indicating that a facility utilized or will be given of any notification received from the Director's office to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

10. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

- A. Lead Based Paint Hazards (Applicable to contracts for construction, rehabilitation or conversion of residential structures) The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the use of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.
- B. Flood Prevention and Protection (Applicable to acquisition, rehabilitation and construction activities)
Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for use in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.
- C. Site Safety Measures
Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

11. Access to Records/Maintenance of Records

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deemed necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of five years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

12. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

13. Minority and Female Contractor Associations

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/ Jacksonville Office, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

14. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act

These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis-Bacon Act provisions. The laws generally require that:

1. A minimum wage of \$7.25 /hour be paid;
2. Forty hours constitutes a standard workweek;

3. "Time and one-half" rates be paid for work in excess of these maximums;
4. Employers are liable to employees for payment of overtime;
5. Equal pay for equal work is required as it effects male and female workers in the same classification;
6. Failure to pay overtime is punishable by liquidated damages of \$10/employee/day;
7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
8. Intentional violations constitute a Federal misdemeanor and are punishable by fine (\$1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

15. Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063 Regarding Fair Housing

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

16. Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

17. Preservation of Historically Significant Properties

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

18. Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Subcontractors

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

CERTIFICATION OF RECEIPT

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
REGULATIONS CODIFIED AT 24 CFR PART 570
and
OMB CIRCULAR A-122, OMB CIRCULAR A-133,
and applicable portions of OMB CIRCULAR A-110**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 CFR Part 570, as promulgated by the U. S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management Circulars issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-122 (Cost Principles for Non-Profit Organizations), A-133 (Audits of Institutions of Higher Education and Other Nonprofit Institutions) and applicable portions of A-110, as implemented at 24 CFR Part 84 (“Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations”). I/We have reviewed the Regulations and Circulars and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations and Circulars should be resolved by contacting Escambia County’s CDBG Program representative, currently Neighborhood Enterprise Foundation, Inc. If the issue or question cannot be resolved by the County’s CDBG Representative, the issue will be submitted to the U. S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the County’s CDBG Program Representative by this agency.

Escambia-Pensacola Human Relations Commission

By: _____

Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3210

County Administrator's Report 12. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: Special Service Arrangement Agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida and Escambia County Board of County Commissioners

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Special Service Arrangement Agreement with BellSouth Telecommunications, Inc., d/b/a AT&T Florida – Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Special Service Arrangement Agreement between BellSouth Telecommunications, Inc., d/b/a, AT&T Florida (AT&T) and Escambia County Board of County Commissioners, effective October 1, 2012:

- A. Approve the Special Service Arrangement Agreement (Case Number FL-12-3419-01) for support and maintenance of the County's E-911 system equipment and software, including virus protection, at three Public Safety Answering Points (PSAP), at a cost of \$211,360, for Fiscal Year 2012/2013;
- B. Authorize the Chairman to sign the Agreement and any subsequent related documents, pending Legal review and approval, without further action of the Board; and
- C. Authorize issuance of Purchase Order(s) to AT&T for this purpose.

[Funding Source: Fund 145, E911 Operations Fund, Cost Center 330404, E-911 Communications]

BACKGROUND:

The Agreement with AT&T is for the support and maintenance of the County's E-911 system equipment and software, including virus protection, at three Public Safety Answering Points (PSAP) for the period October 1, 2012, through September 30, 2013. The cost will be funded by the E-911 Operations Fund.

BUDGETARY IMPACT:

Funding has been allocated for this purposed in the FY13 budget for Cost Center, 330404, E-911 Communications.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual reviewed the Agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners requires approval of all agreements where such purchase or award exceeds the mandatory bid amount of \$50,000.

IMPLEMENTATION/COORDINATION:

Michael Moring, Escambia County Communications Division Chief, will be responsible to monitor and implement the provisions of the Agreement.

Attachments

ATT Special Service Agreement



Special Service Arrangement Agreement

Case Number FL12-3419-01

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc. d/b/a AT&T Florida, ("Company") and Escambia County Board of County Commissioner ("Customer"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services. This Agreement is based upon the following terms and conditions as well as Attachment(s) affixed hereto and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. **Scope.** Customer requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Customer for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said Service period shall commence when the Service is accepted by Customer or when the customer begins using the Service for its intended operational use, whichever occurs first.
2. **Additional Services.** Company agrees to provide Customer notice of any additional tariffed services required for the installation of the Service. Customer agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Customer.
3. **Regulatory Considerations.** This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. **Regulatory Approvals.** This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. **Cancellation-Prior to Installation.** If Customer cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Customer and Company, Customer shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. **Termination-Prior to Expiration of Service Period.** If Customer cancels this Agreement at any time prior to the expiration of the Service period set forth in this Agreement, Customer shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all remaining charges as a result of the minimum Service period agreed to by the Company and Customer and set forth in this Agreement.
7. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.
8. **Notices.** Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.



Special Service Arrangement Agreement

Case Number FL12-3419-01

Company

BellSouth Telecommunications, Inc. d/b/a AT&T Florida
Assistant Vice President
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Customer

Escambia County Board of County Commissioner
6575 North "W" Street
Pensacola, FL 32505-

9. Assignment. Customer may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
10. Severability. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
11. Merger Clause. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
12. Acceptance. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the Customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. Taxes and Fees. All charges are exclusive of applicable federal, state or local taxes and fees. Company may invoice and Customer agrees to pay to Company amounts equal to any taxes resulting from this Agreement or any activities hereunder including any and all sales and use taxes, duties, or review imposed or permitted by any authority, government, or governmental agency, exclusive of taxes on Company's net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on equipment on or after delivery to the installation site.
14. Risk of Loss or Damage. All risk of loss or damage shall pass to Customer as to each item of equipment on the date of delivery to the Customer Service location.
15. Security Interest. To the extent permitted by law, Customer grants the Company a purchase money security interest in each item of equipment or software. Customer agrees to execute any documents that are reasonably requested by the Company to protect or perfect the Company's security interest.
16. Software License.
 - a) All software is and will remain the property of Company. Company, with respect to Company developed software and to the extent authorized under the supplier licenses, grants to Customer a personal, nontransferable and nonexclusive sublicense (without the right to further sublicense) to use the software, subject to the following terms and conditions.
 - b) Customer shall (i) use the software only in conjunction with the particular Service for which the software was initially furnished; (ii) use the software solely for Customer's internal business purposes; (iii) not reverse



Special Service Arrangement Agreement

Case Number FL12-3419-01

engineer, decompile, disassemble, reverse translate or otherwise translate the software into human readable form, nor reproduce the software except for archival purposes; (iv) return the software, together with all copies thereof, or with Company's written consent, destroy (or erase, if recorded on an erasable storage medium) the software when no longer needed or permitted for use with the Service for which the software was furnished; and (v) keep in confidence all information relating to software and treat such information as the exclusive property and trade secret of Company or such suppliers.

- c) In addition to the above, where Company's suppliers require Customer to sign or otherwise agree to separate licensing provisions directly with the supplier, Customer shall comply with such licensing provisions.

17. Changes in Customer Orders. Changes to an order may only be made following agreement of Customer and Company to the change. Such change would not materially alter the original design, functionality or implementation date. Appropriate documentation will be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an order or to return equipment is subject to Company's ability to return the equipment to the manufacturer. Restocking, shipping and handling charges will be assessed with respect to any items deleted or returned.

- a) Shipping Expedites. Unless otherwise agreed to by the parties in writing, Company will provide the software and hardware one hundred twenty (120) days from the date that this Agreement is effective. If requested by the Customer, Company will deliver the Service in less than one hundred twenty (120) days provided that the Customer pay reasonable expedite delivery charge that are incurred by Company. Notice of those charges will be provided after the required delivery date is determined by the Customer and the Company.
- b) Delivery Delays. Customer agrees to reimburse Company for all out-of-pocket expenses incurred by Company if Service delivery is delayed by Customer. If the implementation is delayed, through no fault of the Company for ninety (90) days from planned implementation, the Company will have the option to revise the pricing to the then current rates and to collect all reasonable out of pocket costs for implementation delays, storage and lost margins from Customer.
- c) Additional equipment. Customer acknowledges that the equipment requirements are based on the current information provided by the Customer and are the best estimate of Customer and Company. If additional equipment is required, Company will provide the equipment after the Customer's completion and Company's acceptance of a written change order, which will include any additional charges to Customer.
- d) Customer acknowledges that it has reviewed the proposed configuration and the storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

18. Maintenance.

- a) If applicable, maintenance service commences at the earlier of the Service acceptance or the date that the Customer begins using the Service for its intended operational purpose. Maintenance may be provided via repair, replacement, or upgrade of defective equipment at Company's option. If on-site manufacturer service is required, it will be provided at Company's then current commercial rates.
- b) The initial term for maintenance shall be sixty (60) months unless otherwise stated on the Order. The initial term shall be automatically renewed for successive terms of one (1) year each at Company's then-current rates. Either party may elect not to renew maintenance service by giving the other party written notice at least thirty (30) days prior to the end of the then-current term.

19. Remedies and Damages Limitations.

- a) The following limitations of liability represent a material inducement to the parties to enter into this Agreement and to perform Orders at the stated price. If additional risks or undertakings were contemplated by Company, the additional risks or undertakings would have been reflected in an increased price. In contemplation of the price, Customer acknowledges that there is consideration for the limitation of damages and remedies set forth above and as follows.
- b) **ANYTHING IN THIS AGREEMENT OR ANY OTHER DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, NEITHER COMPANY, NOR ITS SUPPLIERS OR MANUFACTURERS, SHALL**



Special Service Arrangement Agreement

Case Number FL12-3419-01

BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE. THIS LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF STATUTORY OR OTHER LEGAL DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, WHETHER OR NOT THEY OR COMPANY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFAULT OR BREACH OF ANY WARRANTY, EXPRESSED OR IMPLIED, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF EQUIPMENT OR REPERFORMANCE OF THE SERVICES AT COMPANY'S EXPENSE OR RETURN OF THE DEPRECIATED AMOUNT PAID FOR THE EQUIPMENT OR SERVICE IF REPERFORMANCE, REPAIR OR REPLACEMENT IS NOT REASONABLY AVAILABLE.

20. Default by Customer. Upon any default by Customer under this Agreement, including the refusal to accept conforming equipment or Services, Company may exercise all remedies to which Company may be entitled at law or in equity, including specific performance. Additionally, Company may declare all sums due hereunder immediately due and payable, and Company shall be entitled to recover all collection costs incurred, including legal interest. Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §218.70, et seq., Florida Statutes, as amended., as follows: Payment shall be made by Customer within 45 days of the date of receipt by Customer's Accounts Payable Section (as evidenced by the Customer's Date Stamp) of a proper invoice. All payments not made within the time specified by this section bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Company shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Agreement for any Order. Upon Customer default, Company may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Agreement. If Company elects to continue performing under any Order, Company's actions shall not constitute a waiver of any default by Customer.
21. Contingencies. Company shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of Company or of its subcontractors or suppliers. Such contingencies include, without limitation, war, civil disobedience, delay in transportation, failure by suppliers to deliver equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.
22. Confidentiality.
 - a) Except as set forth in this Section, or as otherwise expressly provided in this Agreement, each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the Services and (c) this Agreement, all associated contract documentation and correspondence, and the parties' rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement. Each party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient party without the prior written consent of the disclosing party; provided, however, that each party may disclose this Agreement and any disclosing party's Confidential Information to those who are employed or engaged by the recipient party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, provided the recipient party notifies such persons of the obligations set forth in this Section and such persons agree in writing to abide by such obligations.
 - b) The obligations set forth in subsection 22.1 above will not prevent any party from disclosing information that belongs to such party or (a) is already known by the recipient party without an obligation of confidentiality other



Special Service Arrangement Agreement

Case Number FL12-3419-01

than under this Agreement, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing party's Confidential Information or (e) is disclosed without similar restrictions to a third party by the party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Confidential Information may be disclosed pursuant to such requirement so long as the party required to disclose the Confidential Information, to the extent possible, provides the disclosing party with timely prior written notice of such requirement and coordinates with the disclosing party in an effort to limit the nature and scope of such required disclosure. Upon written request at the expiration or termination of an Attachment or order, all documented Confidential Information (and all copies thereof) owned by the requesting party (if previously received by the terminating party) will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this Section shall remain in effect during the term of the Agreement and shall survive the expiration or termination thereof for a period of four (4) years, provided that the obligations hereunder shall continue in effect for any Confidential Information for so long as it is a trade secret under applicable law.

23. **Beneficial Use.** Beneficial Use occurs when the Customer uses the Service or feature of the Service for its intended operational purpose (excluding training or testing) prior to the full completion of acceptance testing ("Beneficial Use"). Upon commencement of Beneficial Use by Customer, payment requirements will begin and the Customer shall assume responsibility for the use and operation of the Service. Customer may not commence Beneficial Use without Company's prior written authorization, which may be withheld in Company's reasonable discretion. Company is not liable for Service deficiencies that occur during unauthorized Beneficial Use. Customer acknowledges that service corrections and software changes can result in interruptions to normal system operations.
24. **Statement of Work.** Customer's installation of the Service will begin upon the development of a Statement of Work by Customer and Company.
25. **Warranty Period.** Unless expressly provided otherwise in this Agreement, Customer acknowledges that the Services do not include a warranty period and that billing for the Service will begin upon acceptance or Beneficial Use by the Customer.
26. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that the undersigned have the authority to bind Customer and Company to this Agreement.
27. **Public Records.** The Company acknowledges that this Agreement and related documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Company fails to abide by the provisions of Chapter 119, Florida Statutes, the Customer may, without prejudice to any other right or remedy and after giving the Company, seven (7) days written notice, during which period the Company still fails to allow access to such documents, terminate the Agreement.



Special Service Arrangement Agreement

Case Number FL12-3419-01
Option 1 of 1

Offer Expiration: This offer shall expire on: 3/2/2013.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Agreement provides charges for support and maintenance of PlantCML (Cassidian) E911 Public Safety Answering Position (PSAP) equipment and software.

The service period for this Agreement is twelve (12) months.

The service interval will be negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Board of County Commissioners
Escambia County, Florida

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

Date: _____

This document approved as to form and legal sufficiency.

By: Justin Huel
Title: HQA
Date: 9/10/12

Company:
BellSouth Telecommunications, Inc. d/b/a AT&T Florida

By: Natasha J. Roll
Authorized Signature

Printed Name: Natasha J. Roll

Title: Customer Contract Specialist

Date: 09/13/2012



Special Service Arrangement Agreement

Case Number FL12-3419-01
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Customer Purchase Cassidian CPE Support -ECC PSAP	\$.00	\$5,390.00	WFFHW
2	Customer Purchase Cassidian CPE Support-SO PSAP	\$.00	\$7,476.67	WFFHX
3	Cusotmer Purchase Cassidian CPE Support-PPD PSAP	\$.00	\$4,365.52	WFFHY
4	Customer Purchase Virus Protection & Certification-ECC PSAP	\$1,050.00	\$.00	WFFHZ
5	Customer Purchase Virus Protection & Certification-SO PSAP	\$2,612.50	\$.00	WFFJ1
6	Customer Purchase Virus Protection & Certification-PPD PSAP	\$910.00	\$.00	WFFJ2
7	Customer Purchase Maintenance for Avaya PBXs- ECC PSAP	\$.00	\$.00	WFFJ9
8	Customer Purchase Maintenance for Avaya PBXs- SO PSAP	\$.00	\$.00	WFFJA



Special Service Arrangement Agreement

Case Number FL12-3419-01
Option 1 of 1

RATES AND CHARGES

9	Customer Purchase Maintenance for Avaya PBXs- PPD PSAP	\$.00	\$.00	WFFJB
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Special Service Arrangement Agreement

Case Number FL12-3419-01
Option 1 of 1

RATES AND CHARGES

NOTES:

1. The Customer must subscribe to rate elements set forth in this Agreement upon acceptance of the Agreement. The addition of any rate elements after the initial installation will require a new agreement.
2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.

3. This Agreement does not cover the following:

damages caused by disasters such as fire, flood, wind, earthquake, or lightning.
damages caused by unauthorized disconnects or de-powering of the equipment.
damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
damage during shipment other than original shipment to the Customer.
damage caused by consumables or spilled liquids, impact with other objects.
damage caused by any other abuse, misuse, mishandling, misapplication.
damage caused by software viruses, however introduced. This Agreement does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. Company or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

In addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

4. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.
5. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.
6. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

All trademarks or service marks contained herein are the property of the respective owners.

END OF ARRANGEMENT AGREEMENT OPTION 1



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3246

County Administrator's Report 12. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: Agreement for Provision of Emergency Medical Services during 2012 DeLuna Fest

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

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

That the Board take the following action concerning the Agreement Relating to Fire Rescue Services with Five Flags Tourism Group, LLC, for the provision of emergency medical services by the Escambia County Fire Rescue Division for the duration of DeLuna Fest, September 21-23, 2012, for the total amount of \$9,101.57:

A. Ratify the Agreement Relating to Additional Fire Rescue Personnel with Five Flags Tourism Group, LLC, for the provision of emergency medical services by the Escambia County Fire Rescue Division for the duration of DeLuna Fest, September 21-23, 2012, for the total amount of \$9,101.57; and

B. Authorize the Chairman to sign the Agreement.

[The total amount shall be credited to Fund 143, Fire Protection Fund]

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 Fire Rescue 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 \$9,101.57, in the form of a certified check or cashier's check, on or before September 1, 2012.

BUDGETARY IMPACT:

\$9,101.57 will be credited to Fund 143, Fire Protection Fund, 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:

Deputy Chief Paul Williams, is coordinating the event with representatives of Five Flags Tourism Group, LLC.

Attachments

Deluna Fest Fire Agreement

**AGREEMENT RELATING TO
FIRE RESCUE SERVICES**

This Agreement is made this 14th day of Sept, 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 fire rescue services is imperative in order to ensure the safety and welfare of the general public attending said Event,

WHEREAS, Fire Rescue, 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 fire rescue 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. Escambia County Fire Rescue 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 **\$9,101.57**. The 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.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Wilson B. Robertson, Chairman

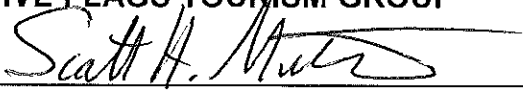
Date: _____

BCC Approved: _____

By: _____

(SEAL)

FIVE FLAGS TOURISM GROUP


By: Scott Mitchell, Managing Member

This document approved as to form and legal sufficiency.

By: 

Title: ACA

Date: 9/17/12

DeLuna Fest Friday, September 21, 2012

Operational Period 1400-0100

Command Division		
1400 / 0100	Boothe, Steve	\$217.68

Ladder 13	2P / 1A	No cost
Bode, Steve (on-duty / no cost)		
Gradia, Nick (on-duty / no cost)		
Martin, Joseph (on-duty / no cost)		
McCombs, Joseph (on-duty / no cost)		

Engine 13	2P / 1A	\$935.00
Hicks, Brian		
		\$275.40
		\$206.28
		\$175.44
		\$175.44

Brush 14	\$300.00
Crabtree, Reiner	
	\$145.32
Herington, Ashley	
	\$145.32

Total cost: \$2,575.88

Medical Stand-by (Assist EMS)

TBD are on-duty personnel at no additional cost

DeLuna Fest
Saturday, September 22, 2012

Operational Period
1100 - 0200

Command Division		
11A / 2A	Boothe, Steve	\$408.15

Ladder 13	11A / 2A	No cost
Tavener, Jeff (on-duty / no cost)		
Vowell, Jeff (on-duty / no cost)		
Sumner, Ian (on-duty / no cost)		
Ratchford, Clint (on-duty / no cost)		

Engine 13	11A / 2A	\$1,275.00
VanMatre		
		\$340.95
		\$219.30
		\$181.65
		\$436.50

Brush 14	11A / 2A	\$300.00
Quina		
		\$181.65
		\$181.65

Total cost: \$3,524.85

Medical Stand-by (Assist EMS)

TBD are on-duty personnel at no additional cost

DeLuna Fest Sunday, September 23, 2012

Operational Period 1100 - 2300

Command Division		
11A / 11P	Boothe, Steve	\$326.52

Ladder 13	11A / 11P	No cost	
Akerman, Daniel (on-duty / no cost)			
Rasnick, Andrew (on-duty / no cost)			
Houk, John (on-duty / no cost)			
Meligan, Jacob (on-duty / no cost)			

Engine 13	11A / 11P	\$1,020.00	
Chapman			\$349.20
McGuffey			\$272.52
Reed			\$206.28
Diamond			\$175.44

Brush 14	11A / 11P	\$300.00	
Chetwynde			\$175.44
Felicelli			\$175.44

Total cost: \$3,000.84	

Medical Stand-by (Assist EMS)

TBD are on-duty personnel at no additional cost	



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3280

County Administrator's Report 12. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: Approval to Issue Fiscal Year 2012-2013 Purchase Orders Totaling \$50,000 or Greater

From: Ron Sorrells, Human Resources Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval to Issue Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000, for the Human Resources Department - Ron Sorrells, Human Resources Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for Fiscal Year 2012-2013, based upon previously awarded or approved annual requirement Contracts or Contractual Agreements, as provided.

BACKGROUND:

The Human Resources Department has 5 Purchase Orders that, during the course of a Fiscal Year, equal or exceed \$50,000 to support the employee benefits. Issuance of these Purchase Orders during October 2012 is essential to ensure continuity of benefits for employees and retirees.

BUDGETARY IMPACT:

Funding for the above Purchase Orders are through Fund Code 501, Worker's Compensation, Health and Life Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64 providing for Board approval of Contracts of \$50,000 or greater.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Human Resources Department will generate a Purchase Order as an instrument for placing orders and making payments to provide services.

The Human Resources Department will coordinate with the Office of Purchasing.

Attachments

List of FY 2012-2013 PO Totaling \$50,000 or Greater for the HR Dept

Fiscal Year 2012-2013 Purchase Orders Totaling \$50,000 or Greater
for the Human Resources Department

<u>Contractor</u>	<u>Not-to-Exceed</u>	<u>Contract</u>
1. Delta Dental Insurance Company Vendor #040643 Dental Insurance Funding Source: 501, Internal Service Fund Cost Center: 150109 Claims - \$600,000/Admin - \$70,000	\$ 670,000	PD 02-03.61
2. Blue Cross Blue Shield of Florida Vendor #023808 Health Insurance Funding Source: 501, Internal Service Fund Cost Center: 150108	\$ 13,934,382	PD 08-09.042
3. Standard Life Insurance Company Vendor #194910 Life Insurance Funding Source: 501, Internal Service Fund Cost Center: 150110	\$ 370,000	PD 08-09.042
4. Occupational Health Center of S.W. PA DBA Concentra Medical Clinic Vendor #150079 Health Clinic Funding Source: 501, Internal Service Fund Cost Center: 150108	\$ 546,800	PD 09-10.005



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3287

County Administrator's Report 12. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: Humana Specialty Benefits Vision Care Contract Renewal

From: Ron Sorrells

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Renewal of the Humana Specialty Benefits Vision Care Contract - Ron Sorrells, Human Resources Department Director

That the Board take the following action concerning the renewal of the Humana Specialty Benefits Vision Care Contract:

A. Approve a two-year extension with Humana Specialty Benefits Vision Care at the current rate until September 30, 2014; and

B. Authorize the County Administrator to sign the Humana Annual Vision Renewal Information letter.

BACKGROUND:

The Vision Care Contract as been in place since March 2000. Since that time, Vision Care, Inc. has been purchased by Humana Specialty Benefits. The Contract has not changed and the premiums will stay in effect for two years.

BUDGETARY IMPACT:

The Vision Care program is voluntary. Employees having coverage will pay the premiums through payroll deductions. The administrative cost to process deductions will be minimal.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, County Attorney's Office, has reviewed the Humana Annual Vision Renewal Information letter and deemed it legally sufficient.

PERSONNEL:

The Human Resources Department will process enrollment applications for signature. Payroll will make the deductions and forward payments to the appropriate company.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, the County Administrator will sign the attached Humana Annual Vision Renewal Information letter to extend the Contract for two years.

The Human Resources Department will coordinate with the Office of Purchasing, the Clerk of the Courts, and the Appointing Authorities to ensure they are aware of the extension and changes.

Attachments

Humana Annual Vision Renewal Info Letter 2012



Humana Annual Vision Renewal Information

Group Name: Escambia County BCC

Name of In-force Plans:

VCP-VS3230

Renewal Date: 10/01/2012, Rates Guaranteed through 9/30/2014

Vision Renewal: Rate Pass, 2 Year Rate Guarantee

Employee Only	\$7.30
Employee + Spouse	\$14.60
Employee + Child(ren)	\$13.87
Employee + Family	\$21.87

We hereby acknowledge that we have received and reviewed the renewal listed within this notification and agree with the terms of the renewal.

Acknowledgement of Renewal Rates:

Signature

Dated

Printed Name

Charles R. "Randy" Oliver, County Administrator

WITNESS

WITNESS

This document approved as to form and legal sufficiency.

By: [Signature]

Title: [Signature]

Date: 9/28/12





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3226

County Administrator's Report 12. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: Approval to Issue Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000

From: Patrick T. Johnson

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval to Issue Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000, for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2012-2013, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Solid Waste Management Department.

BACKGROUND:

The issuance of these purchase orders during the first week in October 2012, is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners, to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding for the listed purchase orders is available in various accounts.

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:

The Solid Waste Management Department has coordinated with the Office of Management and Budget, and will work with Purchasing Division staff to prepare purchase orders as needed.

Attachments

FY 2012-2013 Purchase Orders

**SOLID WASTE DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER
FISCAL YEAR 2012-2013**

<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract #</u>
<p>1. Alabama Pipe and Supply Vendor Number: 011293 Repairs and Maintenance/Operating Supplies/ Improvements other than Buildings Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230315 (Projects)</p>	<p>\$ 100,000.00</p>	
<p>2. Bellview Site Contractors, Inc. Vendor Number: 022702 Road Materials & Supplies Fund: 401 Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations)</p>	<p>\$ 80,000.00</p>	
<p>3. Bridgestone Americas, Inc. d/b/a GCR Tire Center Vendor Number: 025944 Repairs and Maintenance Fund: 401 Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)</p>	<p>\$ 175,000.00</p>	
<p>4. Consolidated Pipe and Supply Vendor Number: 034547 Operating Supplies/Rental/Repairs and Maintenance/Improvements other than Buildings Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects)</p>	<p>\$ 100,000.00</p>	

**SOLID WASTE DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER
FISCAL YEAR 2012-2013**

<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract #</u>
5. Containers, Inc. Vendor Number: 034560 Roll-Off Container Hauling Fund: 401 Cost Center: 230306 (Recycling)	\$ 75,000.00	PD 08-09.071
6. Cowin Equipment Vendor Number: 034900 Rental/Repairs and Maintenance Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects)	\$ 80,000.00	
7. Delta Pioneer, Inc. Vendor Number: 040649 Leachate Hauling Services Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307 (Transfer Station)	\$ 75,000.00	
8. EQ – The Environmental Quality Vendor Number: 051337 Household Hazardous Waste Collection & Disposal Fund: 401 Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station)	\$ 200,000.00	PD 08-09.070
9. Emerald Coast Utilities Vendor Number: 050856 Industrial Billing Charges Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307 (Transfer Station)	\$ 250,000.00	

**SOLID WASTE DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER
FISCAL YEAR 2012-2013**

<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract #</u>
10. Geo Syntec Consultants Vendor Number: 071236 Professional Services Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects)	\$ 200,000.00	PD 05-06.041
11. Gulf Coast Marine Supply, Inc. Vendor Number: 072695 Repairs and Maintenance/Operating Sup. Improvements other than Buildings Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230315 (Projects)	\$ 100,000.00	
12. Gulf Power Co. Vendor Number: 073400 Utility Services Fund: 401 Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects)	\$ 350,000.00	
13. HDR Engineering, Inc. Vendor Number: 080064 Professional Services Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects)	\$ 100,000.00	PD 05-06.041

**SOLID WASTE DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER
FISCAL YEAR 2012-2013**

<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract #</u>
14. Innovative Waste Consulting Services Vendor Number: 090676 Professional Services Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	\$ 100,000.00	PD 05-06.041
15. ISCO Industries, LLC Vendor Number: 091311 Operating Supplies/Repairs and Maintenance/Improvements other than Buildings Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230315 (Projects)	\$ 100,000.00	
16. Jones Edmunds & Assoc. Vendor Number: 100699 Professional Services Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects)	\$ 100,000.00	PD 05-06.041
17. LFG Technologies, Inc. Vendor Number: 120081 Other Contractual Services and Repairs and Maintenance Fund: 401 Cost Center: 230308 (Gas to Energy)	\$ 100,000.00	

**SOLID WASTE DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER
FISCAL YEAR 2012-2013**

<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract #</u>
18. Little Tire Hauling, Inc. Vendor Number: 121162 Other Contractual Services Fund: 401 Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station)	\$ 100,000.00	
19. McDirt Industries, Inc. Vendor Number: 131951 Road Materials & Supplies Fund: 401 Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations)	\$ 80,000.00	
20. Panhandle Grading & Paving Vendor Number: 160114 Various Road Materials Pricing Agreement and Repairs and Maintenance Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	\$ 600,000.00	
21. Pittman Glaze & Associates, Inc. Vendor Number: 164269 Professional Services Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	\$ 100,000.00	PD 02-03.79

**SOLID WASTE DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER
FISCAL YEAR 2012-2013**

<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract #</u>
22. R.K. Allen Oil Company, Inc. Vendor Number: 011470 Lubrication Products, Anti-freeze And Brake Fluid Fund: 401 Cost Center: 230301 (Admin) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307(Transfer Station) Cost Center: 230314 (Operations)	\$ 75,000.00	PD 10-11.042
23. Roads, Inc. Vendor Number: 182328 Various Road & Materials Pricing Agreement and Repairs and Maintenance. Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307(Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	\$ 600,000.00	
24. SCS Engineers Vendor Number 190025 Professional Services Fund: 401 Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	\$ 100,000.00	PD 05-06.041
25. SETCO, Inc. Vendor Number: V0000393 Repair and Maintenance Fund: 401 Cost Center: 230307 (Transfer Station)	\$ 100,000.00	

**SOLID WASTE DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER
FISCAL YEAR 2012-2013**

<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract #</u>
26. Sigma Engineering Vendor Number: 192991 Professional Services Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	\$ 200,000.00	PD 05-06.041
27. Southern Haulers, LLC. Vendor: 194127 Other Contract Services Fund: 401 Cost Center: 230307 (Transfer Station)	\$ 1,500,000.00	
28. SWS First Response Vendor Number: 196356 Emergency Response Services Fund: 401 Cost Center: 230304(EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects)	\$ 50,000.00	
29. TESI Staffing & Employee Screening, Inc. Vendor Number: 200955 Employment Services, Term Fund: 401 Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	\$ 250,000.00	PD 11-12.035

**SOLID WASTE DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER
FISCAL YEAR 2012-2013**

<u>Vendor/Contractor</u>	<u>Amount</u>	<u>Contract #</u>
30. TestAmerica Laboratories, Inc. Vendor Number: 200965 Analytical Laboratory Services Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230309 (Closed Landfills) Cost Center: 230307 (Transfer Station) Cost Center: 230316 (Saufley Field)	\$ 75,000.00	
31. Thompson Tractor Vendor Number: 201640 Repairs and Maintenance/Rentals/Rebuilds Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	\$ 700,000.00	Single Source
32. URS Corporation Vendor Number: 210113 Professional Services Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230307 (Transfer Station) Cost Center: 230309 (Closed Landfills) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	\$ 100,000.00	PD 05-06.041
33. URS Corporation Vendor Number: 210113 Professional Services for Water Quality Monitoring, Sampling & Analysis Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230309 (Closed Landfills) Cost Center: 230307 (Transfer Station) Cost Center: 230316 (Saufley Field)	\$ 250,000.00	PD 05-06.031
34. Ziel Scale, Inc. Vendor Number: 250185 Repairs & Maintenance for Scales Fund: 401 Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	\$ 100,000.00	



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3283

County Administrator's Report 12. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: Addition to Escambia County Animal Shelter PD 11-12.055

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Addition to Escambia County Animal Shelter. PD 11-12.055 – Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract, PD 11-12.055, "Addition to Escambia County Animal Shelter", to R. D. Ward Construction Company, Inc., for the total amount of \$255,050, for the Base Bid plus additive Alternate 1.

[Funding: Fund 352, LOST III, Cost Center 330435, Object Code 56201, Project Number 12CA1823]

BACKGROUND:

Bids were received from eleven contractors on September 13, 2012. R. D. Ward Construction Company, Inc. was the lowest responsive and responsible bidder.

This Bid Form establishes a base and additive alternate. The base bid is for the Main Animal Shelter Building.

BUDGETARY IMPACT:

Funding: Fund 352, LOST III Cost Center 330435, Object Code 56201, Project Number 12CA1823

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney Standard Form Contract A.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Escambia County, FL Code of Ordinances, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documents from the awarded contractor, the Office of Purchasing shall notify the Public Works Bureau, Facilities Management Division that they may issue a Notice to Proceed to R.D. Ward Construction Company, Inc.

Attachments

Bid Tabulation

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Addition to Escambia County Animal Shelter ITB# 11-12,055												
Bid Opening Time: 3:30 p.m., CDT	Cover Sheet/Acknowl.	Sworn Statement Pursuant to Section (287.133)(3)(g) Florida Statute on Entry Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Bid Bond	Acknowled Addenda	Lump Sum Bid	Alt 1	Alt 2	Alt 3	Alt 4		
Bid Opening Date: 9/13/2012	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$265,500	\$14,270	\$4,470	\$8,340	\$3,480		
Opening Location: Rm. 11, 407	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$305,100	\$13,100	\$2,550	\$9,990	\$5,500		
NAME OF BIDDER	Morette Company	Yes	Yes	Yes	Yes	Yes	Yes	\$273,000	\$15,600	\$3,400	\$12,700	\$2,000		
	Birkshire Johnstone LLC	Yes	Yes	Yes	Yes	Yes	Yes	\$310,900	\$21,200	\$3,100	\$12,250	\$4,375		
	D & B Federal LLC	Yes	Yes	Yes	Yes	Yes	Yes	\$266,000	\$12,600	\$3,000	\$8,400	\$4,200		
	A.E. New, Jr., Inc.	Yes	Yes	Yes	Yes	Yes	Yes	\$276,000	\$14,000	\$4,000	\$15,000	\$5,000		
	Larry Hall Construction, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	\$301,500	\$13,800	\$4,200	\$9,500	\$5,500		
	Jack Moore & Co., Inc.	Yes	Yes	Yes	Yes	Yes	Yes	\$255,903	\$12,788	\$2,047	\$6,832	\$3,549		
	Empire Builders Group, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	\$238,500	\$21,500	\$2,500	\$10,000	\$3,300		
	Vision Construction Ent., Inc.	Yes	Yes	Yes	Yes	Yes	Yes	\$261,349	\$20,975	\$4,125	\$5,835	\$6,950		
	J. Miller Construction, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	\$243,500	\$11,550	\$2,283	\$15,000	\$3,000		
	R. D. Ward Construction Co., Inc.	Yes	Yes	Yes	Yes	Yes	Yes							
BIDS OPENED BY:		E. Bernhis, MABA, CPPB, Purchasing Specialist DATE: September 13, 2012												
BIDS WITNESSED BY:		Angie Holbrook DATE: September 13, 2012												
BIDS TABULATED BY:		Angie Holbrook DATE: September 13, 2012												
						CAR			BOCC					
						DATE 10/4/2012			DATE 10/4/2012					

The Purchasing Manager/Designee recommends to the BCC: To award a lump sum contract to R.D. Ward Construction Co., Inc. in the total amount of \$255,050.00 Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Note: "No Bids" were submitted by The Green-Simmons Co., Inc. and P. Brown Builders, LLC. Sharpe, Inc. deemed Non-Responsive, no Bid Bond Posted: 09/20/2012 - 11:18 am CDT

BD/abh



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3285

County Administrator's Report 12. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: M.C. Blanchard Judicial Bldg Elevator Modernization PD 11-12.056

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning M.C. Blanchard Judicial Center Elevator Modernization, PD 11-12.056 – Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract, PD 11-12.056, "M.C. Blanchard Judicial Center Elevator Modernization", to Birkshire Johnstone, LLC, for the total amount of \$259,900, for the Base Bid plus additive Alternate 1.

[Funding: Fund 352, LOST III, Cost Center 410149, Object Code 56301, Project Number 12JS1882]

BACKGROUND:

The scope of work for this project is the modernization of the three main elevators in the M. C. Blanchard Judicial Center, 190 Governmental Center. The work includes complete modernization to include but not limited to; the interior of the three cabs, new controllers for each of the three elevators, new indicators, signage and call stations at the floor levels, and upgrades for compliance with all current Elevator Regulations and Codes. The work also includes all communications, fire alarm and access control associated with these elevators. The penthouse elevator machine room wall openings will be sealed and new air conditioning equipment installed. Alternate 1 includes refurbishing one elevator cab to match the finishes on the other three cars and other interior renovations to the cab.

BUDGETARY IMPACT:

Funding: Fund 352, LOST III Cost Center 410149, Object Code 56301, Project Number 12JS1882

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney Standard Form Agreement A.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Escambia County, FL Code of Ordinances, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:


Upon receipt of post award compliance documents from the awarded contractor, the Office of Purchasing shall notify the Public Works Bureau, Facilities Management Division that they may issue a Notice to Proceed to Birkshire Johnstone, LLC.

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: M.C. Blanchard Judicial Center Elevator Modernization ITB# 11-12.056									
Bid Opening Time: 3:00 p.m., CDT Bid Opening Date: 9/12/12 Pre-Bid: 10:00 a.m., CST 8/30/12 Opening Location: Rm 11.407		Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u> , on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Bid Bond/	Acknledgmnt of Addendum	Modernization of the Three main Elevators (Lump Sum)	Modernization of the interior of the Judges Elevator (Lump Sum)	Left Blank Intentionally
NAME OF BIDDER											
A.E. New, Jr., Inc 2424 Executive Plaza Road Pensacola, FL 32504		X	X	X	X	X	X	X	\$257,000.00	\$11,000.00	
Birkshire Johnstone, LLC 11 Clarinda Lane Pensacola, FL 32505		X	X	X	X	X	X	X	\$248,900.00	\$11,000.00	
The Green-Simmons Company, Inc 3407 North W Street Pensacola, FL 32505		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
Hewes and Company, LLC 390 Selina Street Pensacola, FL 32503		X	X	X	X	X	X	X	\$286,000.00	\$15,800.00	
Jack Moore & Co., Inc. PO Box 37010 Pensacola, FL 32526		X	X	X	X	X	X	X	\$259,000.00	\$10,000.00	

BIDS OPENED BY:  Dennis, MABA, CPPB, Purchasing Specialist **DATE:** September 19, 2012

BIDS TABULATED BY: Cynthia Smith, Senior Office Support Assistant **DATE:** September 19, 2012

CAR DATE: 10/4/2012 BCC DATE: 10/4/2012

The Purchasing Manager recommends to the BCC: To award Lump Sum contract to: Birkshire Johnstone, LLC for the above referenced project in a total amount of \$259,900.00
 Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3279

County Administrator's Report 12. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: Television Production Equipment Services PD 11-12.045

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Television Production Equipment Services, PD 11-12.045 - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the Chairman to sign the Agreement for Television Production Equipment Services, PD 11-12.045, to General Projection Systems, Inc., for the total amount of \$456,128.97.

[Funding: Fund 352, Local Option Sales Tax III, Cost Center 110267, Object Code 12PF2032]

BACKGROUND:

Escambia County identified a need to purchase new equipment to replace malfunctioning, outdated and unsupported equipment used in the production and broadcast of ECTV television shows, including the broadcast of live Board of County Commission Meetings.

BUDGETARY IMPACT:

Funding: Fund 352 Local Option Sales Tax III , Cost Center 110267, Object Code 12PF2032. These funds will be allocated from the LOST reserves for this project.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Order.

Attachments

Agreement

**AGREEMENT FOR TELEVISION PRODUCTION
EQUIPMENT SERVICES PD11-12.045**

This Agreement is made this 4th day of October, 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 General Projection Systems, Inc., a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-2333836, and whose principal address is 707 Platinum Point, Suite 2001, Lake Mary, Florida 32746.

WITNESSETH:

WHEREAS, the County issued a Request for Proposal seeking offers for ECTV television production equipment services (PD 11-12.045); and

WHEREAS, Contractor is a firm with expertise in auditing franchisees for compliance with the terms of certain franchise agreements; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence on the date last executed by the parties and continue for a term of one (1) year with the option to renew for two subsequent one (1) year terms. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. **Scope of Services**. Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's RFP Specification No. P.D. 11-12.045, and corresponding addendums, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Compensation**. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Cost Proposal, dated September 8, 2012, provided as part of the Contractor's Proposal for ECTV Television Production Equipment for Escambia County, attached hereto as Exhibit "B".

5. Work Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.
6. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the number of hours expended and the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.
7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.
8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:
- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
 - (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
 - (c) Excess or Umbrella Liability coverage.
 - (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
 - (e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
 - (f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.
10. Independent Contractor Status. In the performance of services hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.
11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: General Projection Systems, Inc.
Attention: Drake Wayson
707 Platinum Point, Suite 2001
Lake Mary, Florida 32746

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall

remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the ___ day of _____, 2012, and General Projection Systems, Inc., signing by and through its President, duly authorized to execute same.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Wilson B. Robertson, Chairman

Date: _____

By: _____

BCC Approved: 10-4-2012

(SEAL)

This document approved as to form and legal sufficiency.

By: [Signature]

Title: HCA

Date: 9/25/12

CONTRACTOR:
GENERAL PROJECTION SYSTEMS, INC.

ATTEST:

By: _____
Drake Wayson, President

By: _____
Corporate Secretary

(SEAL)

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
ECTV TELEVISION PRODUCTION EQUIPMENT
SPECIFICATION PD 11-12.045

- HOW TO SUBMIT YOUR PROPOSAL

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- COST PROPOSAL (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- 1 ORIGINAL AND 7 COPIES ON CD
- SYSTEM DESIGN

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE
- IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S), AND/OR REGISTRATION(S)
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES
- BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

- THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE "REASON FOR NO PROPOSAL" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR PROPOSAL ONLY.



**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR PROPOSALS

ECTV TELEVISION PRODUCTION EQUIPMENT

SPECIFICATION NUMBER PD 11-12.045

**A Non-Mandatory Pre-Solicitation and walk-thru will be held Wednesday, August 22, 2012 at 10:00 a.m.,
CDT at the Office of Purchasing, 213 Palafox Place, Rm. 11.407, Pensacola, FL 32502
ALL PROPOSERS ARE ENCOURAGED TO ATTEND**

PROPOSALS WILL BE RECEIVED UNTIL: 10:00 a.m., CDT, Wednesday, September 12, 2012

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Wilson Robertson, Chairman
Gene M. Valentino, Vice Chairman
Grover Robinson, IV
Kevin W. White
Marie Young**

Procurement Assistance:

**Joe Pillitary CPPO, CPPB, Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Telephone: (850) 595-4878
Fax: (850) 595-4805
Email: joe_pillitary@co.escambia.fl.us
www.myescambia.com**

Technical Assistance:

**Cam Johnson, Communication Coordinator
Office of Public Information and Communications
221 Palafox Place
4th Floor
Pensacola, FL 32502
Telephone: (850) 595-3476
Fax: (850) 595-3277**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4980 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

REQUEST FOR PROPOSAL ECTV TELEVISION PRODUCTION EQUIPMENT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, and Insurance)
- Request for Proposals Response Format

Part A Summary

Part I General Information

- 1-1 Purpose
- 1-2 Objective
- 1-3 Issuing Officer
- 1-4 Contract Consideration
- 1-5 Rejection
- 1-6 Inquiries
- 1-7 Addenda
- 1-8 Schedule
- 1-9 Proposal Content and Signature
- 1-10 Negotiations
- 1-11 Recommended Proposal Preparation Guidelines
- 1-12 Prime Contract Responsibilities
- 1-13 Disclosures
- 1-14 Delays
- 1-15 Work Plan Control
- 1-16 Method of Payment

Part II Information Required from Contractors

- 2-1 Proposal Format and Content
- 2-2 Introduction
- 2-3 Understanding the Project
- 2-4 Methodology Used for the Project
- 2-5 Management Plan for the Project
- 2-6 Experience and Qualifications
- 2-7 Cost Proposal

Part III Criteria for Selection

Part IV Scope of Work

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

**JOE PILLITARY, CPPO, CPPB
PURCHASING COORDINATOR**
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

Request for Proposal

**ECTV TELEVISION PRODUCTION EQUIPMENT
Solicitation Number PD 11-12.045**

SOLICITATION

MAILING DATE: Monday, July 30, 2012

PRE-BID/PROPOSAL CONFERENCE AND WALK-THRU: Wednesday, August 22, 2012 at 10am, CDT at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502, 2nd FL

OFFERS WILL BE RECEIVED UNTIL: 10:00 a.m., CDT, Wednesday, September 12, 2012 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

REASON FOR NO OFFER: _____

VENDOR NAME: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

BID BOND ATTACHED \$ _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

**
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

FIRM		ESCAMBIA COUNTY FLORIDA	
Name and Title of Signer (Type or Print)	_____	Name and Title of Signer (Type or Print)	_____
Name of Contractor	_____	By _____	County Administrator Date _____
By _____	Signature of Person Authorized to Sign Date _____	WITNESS _____	Date _____
ATTEST: _____	Corporate Secretary [CORPORATE SEAL] Date _____	WITNESS _____	Date _____
ATTEST: _____	Witness Date _____	Awarded Date _____	
ATTEST: _____	Witness Date _____	Effective Date _____	

**Specification Number PD 11-12.045
ECTV TELEVISION PRODUCTION EQUIPMENT**

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

The undersigned, Hereinafter called "Proposer", having visited the sites of the proposed project and familiarized himself with the local conditions, nature and scope of the work, and having carefully developed an acceptable method of providing services as described herein, and having carefully examined the form of agreement and contract documents shall furnish all materials, labor, services and any other items for the proper execution of contract number PD 11-12.045 at the proposed price stated within this proposal, subject to negotiations and final and best offers.

CONTRACTOR REQUIREMENTS

TOTAL LUMP SUM \$ _____

Acknowledgment is hereby made of receipt of the following addenda issued during the proposal period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number _____

Proposer: _____

Occupational License No. _____

By: _____

Florida DBPR Contractor's License, Certification and/or
Registration No. _____

Signature: _____

Type of Contractor's License, Certification and/or
Registration _____

Title: _____

Expiration Date: _____

Address: _____

Terms of Payment

(Check one) Net 30 Days ___ 2% 10th Prox ___

Person to contact concerning this proposal:

Phone/Toll Free/Fax # _____

Will your company accept Escambia County Purchasing
Cards? Yes ___ No ___

E-Mail Address: _____

Home Page Address: _____

Will your company accept Escambia County Direct
Payment Vouchers? Yes ___ No ___

Person to contact for emergency service:

Phone/Cell/Pager #: _____

County Permits/Fees required for this project:

Permit

Cost

Person to contact for disaster service:

Home Address: _____

County Permit - N/A

City Permit - Please call City of Pensacola

Home Phone/Cell/Pager #: _____

Page 2 of 2
PD 11-12.045
ECTV TELEVISION PRODUCTION EQUIPMENT

Attached to proposal you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **FIVE** (5%) of proposal.

The work shall be substantially completed within fifteen (15) calendar days from the Commencement Date. The Proposer agrees to fully complete all work included above within **twenty-two (22) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of \$5,000.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this proposal shall be the responsibility of Proposer and failure of subcontractors to perform shall not relieve Proposer of any liquidated damages. Further, the undersigned as Proposer or officer or agent of the Proposer agrees on behalf of the Proposer that in case of his failure to execute the Contract and furnish payment and performance bonds each in the amount of 100 percent (100%) of the Proposal, together with the required certificates of insurance, within ten (10) consecutive calendar days after written notice is received of the award of this Contract by the County, the check or Bid Bond accompanying his Proposal, and the money payable thereon, shall be paid into the funds of the county as liquidated damages for such failure, otherwise the check or Bid Bond accompanying his Proposal shall be returned to him in accordance with the provisions contained in the Contract Documents. A Bid Bond in the amount of 5% of base proposal is to be furnished by each Proposer. Proposer further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

PART A Summary

Escambia County is seeking proposals from qualified firms to design, purchase, install and provide subsequent maintenance/service for a new audio, video and voting system used for the Escambia County Board of County Commissioners Meetings. This new system must integrate into the County's existing Public, Education and Government (PEG) channel, ECTV.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to provide all services described in the purpose and scope of work that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Randy Oliver, County Administrator. The liaison officer shall be Cam Johnson, Communication Coordinator, Office of Public Information and Communications. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32591-1591.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a Firm Fixed Price Contract after negotiation.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Technical questions regarding this Request for Proposal shall be directed to Cam Johnson, Communication Coordinator, Office of Public Information and Communications, Telephone (850) 595-3476, fax (850) 595-3277, and procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, Telephone (850) 595-4878, Fax (850) 595-4807. Email: joe_pillitary@co.escambia.fl.us

1-7 **ADDENDA**

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 **SCHEDULE**

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

- | | | |
|----|--|-------------------------------|
| A. | Mailing date of proposals | Monday, July 30, 2012 |
| B. | Pre-Proposal Conference & walkthru | Wednesday, August 22, 2012 |
| C. | Proposals Due | Monday, September 12, 2012 |
| D. | Review of proposals | Wednesday, September 19, 2012 |
| E. | Board of County Commissioners approval | Thursday, November 1, 2012 |

1-9 **PROPOSAL CONTENT AND SIGNATURE**

One (1) Original and seven (7) Copies on CD of the proposal shall be required with all copies having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-10 **NEGOTIATIONS**

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 **RECOMMENDED PROPOSAL PREPARATION GUIDELINES**

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in spiral binding or "GBC" type binder with all pages 8.5" x 11" format. One (1) Original and seven (7) Copies on CD.

1-12 **PRIME CONTRACT RESPONSIBILITIES**

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 **DISCLOSURE**

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 **DELAYS**

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 **WORK PLAN CONTROL**

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 **METHOD OF PAYMENT**

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 **PROPOSAL FORMAT AND CONTENT**

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 **INTRODUCTION**

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 **UNDERSTANDING OF THE PROJECT**

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 **METHODOLOGY USED FOR THE PROJECT**

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 **MANAGEMENT PLAN FOR THE PROJECT**

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 **EXPERIENCE AND QUALIFICATIONS**

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.
Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,
- [d] itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed

2-7

COST PROPOSAL

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

PART III

CRITERIA FOR SELECTION

1. Experience and qualifications
2. Proposed Methodology & Proposed Design
3. Management Plan for the Project
4. Understanding the Project and Local Government Questions
5. Contract Cost

PART IV

SCOPE OF WORK

In the interest of providing professional television broadcasting services to Escambia County and the Escambia County Board of County Commissioners, the County is wishing to replace its audio system, voting system, studio system, internal display systems and broadcast camera systems. The replacement of the County's A/V production console system includes, but is not limited to, the design, purchase, installation and subsequent maintenance/service (must be onsite within 24 hours of all emergency maintenance/service calls) to new remote HD cameras, digital audio system, computer monitors, voting system, camera remote, switcher, audio controls, DVD recorders, auto playback machine, Emergency Alert System (EAS), video teleconference system, applicable hardware and software, etc. Proposed design shall be submitted within the proposal. Removal of the entire old audio/visual system and voting system is included in the Scope of Work.

Awarded Contractor shall conduct an all day training on the system for Wednesday, January 2, 2013. Awarded Contractor shall attend the Agenda Review meeting currently scheduled for Thursday, January 3, 2013 at 9 a.m., CST and the Board of County Commissioners meeting at 5:30 p.m., CST, the same day. The January 3rd Meetings could be moved to the following week.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the

preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20 _____

Personally known _____
OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation: (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document
No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land) (Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company: _____ **E-mail:** _____

Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company: _____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s)

Instructions to Offerors

General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 11-12.045, "ECTV Television Production Equipment", Name of Submitting Firm, Time and Date due.

NOTE: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

Performance and Payment Bonds

The County shall require the successful offeror(s) to furnish (**separate performance and payment bonds/a performance bond**), under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. **Procurement Questions**

Technical questions regarding this Request for Proposal shall be directed to Cam Johnson, Communication Coordinator, Office of Public Information and Communications, Telephone (850) 595-3476, fax (850) 595-3277, and procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, Telephone (850) 595-4878, Fax (850) 595-4807. Email: joe_pillitary@co.escambia.fl.us

5. **Proposal Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Proposal Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference and Walkthrough**

All interested parties are invited to attend a non-mandatory pre-solicitation conference on August 22, 2012 commencing at 10:00am. At this time, the Board's representative will be available to answer questions relative to this Solicitation. Any suggested modifications may be presented in writing to, or discussed with, the Board's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Solicitation. Questions will be received through Friday, August 31, 2012 until 5:00pm, CDT.

7. **Inspection of Facilities**

It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from Cam Johnson, phone (850) 595-3476. Failure to visually inspect the facilities may be cause for disqualification of your offer.

8. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (**this includes inside delivery if requested**) to designated point within Escambia County.

9. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of \$5,000.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

10. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

11. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

12. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

13. **Payment**

Partial billing will be accepted only for items received within the specified delivery period. Payment for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Escambia County. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

14. **Information and Descriptive Literature**

Offerors shall furnish all information requested and in the space provided on the bid/proposal form, if any. Furthermore, each offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

15. **Equipment/Service**

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful offeror. At the time of solicitation opening, the offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the bid/proposal form.

16. **Assembly and/or Placement**

All items shall be completely assembled when delivered to Escambia County. All items shall be completely assembled by the awarded vendor prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded vendor. It will be the responsibility of the awarded vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

17. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of 1 year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

18. **Manuals**

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual	2 copies
Parts manual	2 copies
Repair manual	2 copies

19. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

20. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

21. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

22. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge. Please check with the City of Pensacola for any Permitting requirement.

23. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

24. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

25. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

26. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

Experience record showing the offeror's training and experience in similar work.
List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners. List of equipment and facilities available to do the work.
List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

27. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

28. **Permits**

Escambia County permit requirements have been researched and noted as required by law on the bid/proposal form. Permits required by governmental agencies with jurisdiction in addition to or in lieu of shall be the responsibility of the awarded vendor to research and obtain as required to complete this contractual service. Permits are to be amortized into the bid/proposal offered with no additional allowance. These permits shall be readily available for review by the Purchasing Chief or his/her designee and the Construction Manager or his/her designee.

29. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

30. **Award**

Award shall be made to the lowest most responsive and reasonable proposer whose offer is most advantageous to the County

31. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

32. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

33. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor

and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Joe Pillitary, CPPPO, CPPB, Purchasing Coordinator
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805
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.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, 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.

Bonding/Financial Capacity

The County may require the offeror to:

Provide a letter from a surety company licensed to issue bonds in the State of Florida or that has an agent licensed to do business in the State of Florida indicating the offeror's bonding capacity and bonding rate.

Attach current Dun & Bradstreet financial report inclusive of Dun & Bradstreet rating or other evidence of financial stability.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850) 595-4980

(SUNCOM) 695-4980

TELEFAX (850) 595-4805

<http://www.myescambia.com/departments/purchasing>



CLAUDIA SIMMONS
Purchasing Manager

August 29, 2012

To: All Known Proposers

ADDENDUM NUMBER 1:

Re: ECTV Television Production Equipment
Specification Number PD 11-12.045

Proposers:

We recently sent you a request for Proposal on the above mentioned specification.

This Addendum #1 provides for the following:

Addition of Drawings -- Obtain CD in the Office of Purchasing

Please remove and replace Page 5 of the Bid Form, showing liquidated damages to now be \$250.00 instead of \$5,000.00 each day.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Pillitary".

Joe Pillitary, CPPQ, CPPC
Purchasing Coordinator

SIGNED: 

COMPANY: General Projection Systems, Inc.

JP/ik

Addendum 1

ECTV TELEVISION PRODUCTION EQUIPMENT

Attached to proposal you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of FIVE (5%) of proposal.

The work shall be substantially completed within fifteen (15) calendar days from the Commencement Date. The Proposer agrees to fully complete all work included above within twenty-two (22) consecutive calendar days from the date of Notice to Proceed. Liquidated damages of ~~\$5,000.00~~ \$250.00 each day will be assessed for each day that completion of the project is delayed. All work to be accomplished under this proposal shall be the responsibility of Proposer and failure of subcontractors to perform shall not relieve Proposer of any liquidated damages. Further, the undersigned as Proposer or officer or agent of the Proposer agrees on behalf of the Proposer that in case of his failure to execute the Contract and furnish payment and performance bonds each in the amount of 100 percent (100%) of the Proposal, together with the required certificates of insurance, within ten (10) consecutive calendar days after written notice is received of the award of this Contract by the County, the check or Bid Bond accompanying his Proposal, and the money payable thereon, shall be paid into the funds of the county as liquidated damages for such failure, otherwise the check or Bid Bond accompanying his Proposal shall be returned to him in accordance with the provisions contained in the Contract Documents. A Bid Bond in the amount of 5% of base proposal is to be furnished by each Proposer. Proposer further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1. N/A
2. N/A
3. N/A
4. N/A

BOARD OF COUNTY COMMISSIONERS
ESCAMBA COUNTY, FLORIDA
OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850) 995-4980

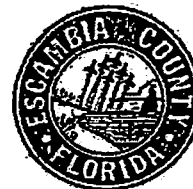
(SUNCOM) 685-4980

TELEFAX (850) 995-4805

<http://www.myscambia.com/departments/purchasing>

CLAUDIA SIMMONS
Purchasing Manager

August 31, 2012



To: All Known Proposers

ADDENDUM NUMBER 2:

Re: ECTV Television Production Equipment
Specification Number PD 11-12,045

Proposers:

We recently sent you a request for Proposal on the above mentioned specification.

This Addendum #2 provides for the following:

Additional Drawings may be obtained on CD in the Office of Purchasing as well

Potential proposers are asked to submit two (2) proposals:

1. A complete redo of the system as described in the original scope of work, regardless of budget.
2. An upgrade to the system based on the priority list listed below and a budget of \$200,000.

Also, please eliminate HD as part of the proposal – the county is willing to accept standard definition cameras/system.

ECTV Priority List

1. New Video Production system to replace NewTek VTS
2. New audio system to include gooseneck microphones with red light indicators around the base of the head, but excluding speakers in chambers
3. New podium with microphone and hookup for laptop/document camera and power supply
4. New voting system
5. Emergency Alert System upgrades
6. New automated playback machine (preferably a Leightonix Ultra Nexus)
7. New record/playback DVD decks

This Addendum Number 2 is furnished to all known prospective proposers. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,


Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

SIGNED:

COMPANY: General Projection Systems, Inc.

JP/ik

Addendum 2

**BOARD OF COUNTY COMMISSIONERS
ESCAMBA COUNTY, FLORIDA
OFFICE OF PURCHASING**

213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591

PENSACOLA, FL 32501-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980

TELEFAX (850)595-4805

<http://www.myscambiacounty.com/departments/purchasing>



CLAUDIA SIMMONS
Purchasing Manager

September 5, 2012

To: All Known Proposers

ADDENDUM NUMBER 3:

Re: ECTV Television Production Equipment
Specification Number PD 11-12.045

Proposers:

We recently sent you a request for Proposal on the above mentioned specification.

This Addendum #3 provides for the following:

Additional Drawings may be obtained on CD in the Office of Purchasing as well

This Addendum Number 3 is furnished to all known prospective proposers. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

A handwritten signature in black ink that reads "Joe Pillitary".

Joe Pillitary, CPPC, CPPB
Purchasing Coordinator

SIGNED: _____

COMPANY: General Projection Systems, Inc.
JP/lk

Addendum 3

ECTV Television Production Equipment



EQUIPMENT	ENGINEERING, INSTALLATION, PROGRAMMING, TESTING TRAINING, DOCUMENTATION	SUB TOTAL
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PRIORITY 1	Video Production	76,474.59	14,195.24	90,669.83
PRIORITY 2	Audio System	46,541.66	27,335.43	73,877.09
PRIORITY 3	Podium with Mic and Laptop/Doc Cam Connection	6,664.55	3,452.90	10,117.45
PRIORITY 4	Voting System	5,954.27	4,507.95	10,462.22
PRIORITY 5	EAS Upgrades	7,807.50	3,261.07	11,068.57
PRIORITY 6	Automated Playback Machine	13,715.85	3,069.24	16,785.09
PRIORITY 7	Record/Playback DVD Devices	8,495.28	7,481.28	15,976.56
RECOMMENDED 1	Control Room Upgrades	35,128.06	18,559.32	53,687.38
RECOMMENDED 2	Camera Upgrades	32,902.95	5,467.09	38,370.04
RECOMMENDED 3	Control System Upgrades	22,253.40	10,550.52	32,803.92
RECOMMENDED 4	Projector Upgrades	42,725.90	7,673.10	50,399.00
RECOMMENDED 5	Document Camera	5,725.00	767.31	6,492.31
RECOMMENDED 6	Codec Upgrade	18,811.91	3,107.61	21,919.52
				<u>432,628.97</u>

CAMERA INPUT
3 YEAR WARRANTY/PPM/MAINTENANCE (TIER 3)

1,000.00
22,500.00

Total				456,128.97
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3295

County Administrator's Report 12. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: Grand Opening - Molino Community Center

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

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Grand Opening of the Molino Community Center - Charles R. "Randy" Oliver, County Administrator

That the Board approve \$1,500 to provide refreshments for the Grand Opening of the Molino Community Center on October 17, 2012.

BACKGROUND:

Commissioner Kevin White will cut the ribbon at the Grand Opening of the Molino Community Center on Wednesday, October 17, 2012, at 11:00 a.m. The Molino Community Center will include a library, meetings rooms, a glimpse into the history of Molino, as well as Offices for Janet Holley, Escambia County Tax Collector, and Chris Jones, Escambia County Property Appraiser.

BUDGETARY IMPACT:

The County Administrator's Office will work with the Office of Management and Budget to determine the funding source for this event.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will work closely with Commissioner Kevin White and the Public Information Office to coordinate this event.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3293

County Administrator's Report 12. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: Grant-in-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion In Escambia County, Florida

From: Catherine A. White, Drug Court Manager

Organization: Court Administration

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida - Catherine A. White, Drug Court Manager

That the Board take the following action concerning the Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida:

A. Approve the Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida. This Grant-In-Aid Agreement is being submitted for approval due to the extension of the Grant Program to June 30, 2013. The original Grant-In-Aid Agreement was approved by the Board of County Commissioners (BCC) on November 4, 2010, and was executed by the Office of the State Courts Administrator on November 23, 2010. The Amendment Number One to the November 23, 2010, Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida, was approved by the BCC on September 15, 2011, and was executed by the Office of the State Courts Administrator on September 30, 2011. During Fiscal Year 2012–2013, the funding for the program is not to exceed \$144,026.

B. Authorize the Chairman to sign the Grant-In-Aid Agreement and all related documents.

[Funds are made available through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program – American Recovery and Reinvestment Act of 2009]

BACKGROUND:

The Florida Legislature appropriated Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the American Recovery and Reinvestment Act of 2009 (Recovery Act) to expand adult post-adjudicatory drug courts for non-violent felony offenders who would otherwise be incarcerated. The Office of the State Courts Administrator (OSCA) will annually contract with the Grantee throughout the grant period to provide fiscal services and ensure that substance abuse treatment, drug testing, and ancillary services are provided for a target of 150 total offenders entering the adult post-adjudicatory drug court expansion program (Expansion Program) in Escambia County.

BUDGETARY IMPACT:

The funds are made available through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program – American Recovery and Reinvestment Act of 2009. Funds from the allotment of \$493,473.50 that have not been spent in the first three years of the program (2009-2010, 2010-2011, and 2011-2012), will be available to the Grantee to be budgeted for Expansion Program operations under the same terms of the Grant-In-Aid Agreement signed on November 23, 2010.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval and authorization of all contracts exceeding \$50,000 to be signed by the Chairman.

IMPLEMENTATION/COORDINATION:

The County Administrator's office will approve all invoices before payments are disbursed by the County.

Attachments

Grant-In-Aid-Agreement

GRANT-IN-AID AGREEMENT FOR ADULT POST-ADJUDICATORY DRUG COURT EXPANSION IN ESCAMBIA COUNTY, FLORIDA

This Agreement is made between the Office of the State Courts Administrator (OSCA) and the Escambia County Board of County Commissioners (Grantee) to expand post-adjudicatory adult drug court operations.

I. Purpose

The Florida Legislature has appropriated Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the American Recovery and Reinvestment Act of 2009 (Recovery Act) to expand adult post-adjudicatory drug courts for non-violent felony offenders who would otherwise be incarcerated. The OSCA will annually contract with the Grantee throughout the grant period to provide fiscal services and ensure that substance abuse treatment, drug testing, and ancillary services are provided for a target of 150 total offenders entering the adult post-adjudication drug court expansion program (Expansion Program) in Escambia County. This Agreement is for October 1, 2012 through June 30, 2013.

II. Responsibilities of the Parties

- A. The OSCA is the recipient of the above described JAG Recovery Act grant funds to expand adult post-adjudicatory drug courts. The OSCA is responsible for submitting all financial and performance measure reports to the Florida Department of Law Enforcement (FDLE) in accordance with all federal JAG grant and Recovery Act requirements and special conditions imposed.
- B. The Grantee will serve as the fiscal agent of the JAG Recovery Act grant funds provided by the OSCA and pay the service providers for all services provided under the Expansion Program in Escambia County in the First Judicial Circuit. Funds may be used for substance abuse treatment services, drug testing, and ancillary services. The Grantee will submit monthly invoices to the First Judicial Circuit for review and signature prior to submission to the OSCA.
- C. The Grantee will contract with service providers to provide licensed substance abuse treatment, drug testing, and ancillary services for adult offenders deemed eligible for the Expansion Program by the First Judicial Circuit.
- D. The Grantee must follow the competitive procurement guidelines set forth in 28 C.F.R. 66.36 and the OJP Procurement Procedures prior to entering or awarding contracts for any substance abuse treatment, drug testing, or ancillary service. The Grantee shall use their own procurement procedures which reflect state and local laws and regulations, provided they conform with the above referenced federal procurement guidelines. The OJP Procurement Procedures can be found at http://www.ojp.usdoj.gov/funding/pdfs/procurement_procedures.pdf

III. Agreement of the Parties

- A. The OSCA will provide the Grantee with a total of \$493,473.50, which includes all previous allotments, for Expansion Program purposes from December 21, 2009 through June 30, 2013. These funds are to be budgeted and used for substance abuse treatment, drug testing, and ancillary services for a target of 150 offenders entering the Expansion Program from December 21, 2009 through June 30, 2013.
- B. All substance abuse treatment, drug testing, and ancillary services funded under this grant must be specifically for offenders in the Expansion Program.
- C. Substance abuse treatment may include outpatient and residential services for the offender as deemed appropriate following an evidence-based assessment of each offender conducted by the substance abuse treatment provider.
- D. Any changes needed to the approved budget must be approved in advance by the OSCA and FDLE.
- E. JAG Recovery Act grant funds must be used to supplement existing funds and must not be used to supplant or replace funds that have been appropriated or allocated (or expected to be available) for the same purpose consistent with the most recent U.S. Department of Justice, Office of Justice Programs (OJP) guidance.
<http://www.ojp.usdoj.gov/recovery/supplantingguidance.htm>.
- F. Costs incurred under this Agreement must not be allocated or included as a cost to any other federally financed program. Costs incurred under this Agreement must be necessary and reasonable for proper and efficient project administration and implementation and not a general expense to carry out the Grantee's existing responsibilities. Costs must be authorized by federal, state or local laws and regulations that are in effect at the time the grant is awarded and must be treated consistently with policies, regulations, and procedures that apply uniformly to other Grantee activities.

IV. Contract Terms

- A. This Agreement shall be for a period beginning October 1, 2012 through June 30, 2013 and become effective upon the full execution of this Agreement, on the date of the last signature.
- B. This Agreement will terminate on June 30, 2013. This date is the end of the grant period and an extension beyond June 30, 2013 is not expected.
- C. The parties to this Agreement are bound by the General Contract Conditions for Services of the Florida State Court System, which can be found at http://www.flcourts.org/courts/crtadmin/general_contract_conditions.shtml and are incorporated herein as if fully recited in this Agreement. To the extent that any of those terms or conditions are in conflict with this Agreement, the terms and conditions of this Agreement shall prevail.
- D. The parties to this Agreement are bound by applicable federal, state, local laws, codes, regulations, rules, and orders; and must comply with the JAG Program Standard Conditions and Special Recovery Act Conditions included as Attachments A and B of this Agreement and are incorporated herein as if fully recited in this Agreement. To the extent that any of the conditions in Attachments A and B is in conflict with this Agreement, the conditions shall prevail.

- E. Any subsequent agreement between the Grantee and First Judicial Circuit and/or substance abuse treatment service providers must include, by reference, the JAG Program Standard Conditions and Special Recovery Act Conditions as referenced in this Agreement and included as Attachments A and B, and obligate the circuit to comply with the JAG Program Standard Conditions and Special Recovery Act Conditions.
- F. The Grantee and parties entering a subsequent agreement with Grantee shall comply with all modifications and additional requirements that may be imposed by law and future FDLE or OJP guidance and clarification of the Recovery Act requirements.
- G. The Grantee shall comply with the financial and administrative requirements set forth in 28 C.F.R. 66 and the OJP Financial Guide which can be found at <http://www.ojp.usdoj.gov/financialguide/index.htm>.

V. Method of Payment

- A. The Grantee shall not receive payments from the OSCA for substance abuse treatment, drug testing, and ancillary services rendered prior to the execution date or after the termination of this Agreement. All invoices must be received by the OSCA no later than July 15, 2013. Any invoice received at the OSCA after July 15, 2013 may not be reimbursed.
- B. The Grantee must submit monthly invoices to the circuit court's trial courts administrator prior to submission to the OSCA. The circuit's trial courts administrator or their designee will review and sign each invoice prior to submission to the OSCA to certify that the costs are just, correct, and reasonable and contain no illegal item, similar to the obligation required of the trial courts administrators under section 939.08, Florida Statutes.
- C. The Grantee shall submit written monthly invoices to the OSCA by the 15th day of the following month for services provided and expenditures paid by the Grantee for which reimbursement by the OSCA is requested. For example, an invoice for June services must be received by the OSCA by July 15.
- D. The invoice template included as Attachment C must be used and submitted to the OSCA in sufficient detail for proper pre- and post- audit purposes.
- E. Any payment due under the terms of this Agreement may be withheld until the Grantee complies with the requirements of this Agreement including submittal of all reports due from the Grantee.
- F. Payments to the Grantee will be made in accordance with the provisions of section 215.422, Florida Statutes.
- G. The Grantee agrees to provide OSCA with reports for auditing purposes as requested. Prior to submission to OSCA, the Grantee agrees to submit the reports to the circuit court's trial court administrator for review before submission to OSCA.
- H. The OSCA's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, the availability of funds appropriated by the Federal government, and final spending approval from the Chief Justice of the Florida Supreme Court.
- I. If the JAG Recovery Act grant funds become unavailable, the Grantee will have no further obligation to continue performing under this Agreement.

VI. Project Generated Income

- A. All income generated as a direct result of the Expansion Program, which is not otherwise designated court costs, fees, or fines, shall be deemed Project Generated Income (PGI). PGI may only be used for allowable program costs and must be earned and expended as soon as possible.
- B. The federal portion of project generated income must be accounted for and reported up to the same ratio of federal participation as funded in the program. For example, if the program is funded with 100 percent Federal funds, 100 percent of the program generated income earned must be reported to the OSCA. If the program was funded at 75 percent Federal funds and 25 percent non-Federal funds, 75 percent of the project generated income earned must be reported.
- C. The collection of drug court participant fees by the Grantee or the substance abuse treatment provider is considered project generated income. All participant fees paid by the offender must be contributed towards the allowable costs for the Expansion Program. These funds must be kept separate and not commingled with the JAG Recovery Act grant funds provided by the OSCA as provided in this Agreement.
- D. PGI expenditures require prior written approval from the OSCA and FDLE. The PGI Budget Request Form included as Attachment D must be submitted to the OSCA and approved by the OSCA and FDLE prior to expending PGI.
- E. Any project that will potentially earn PGI must submit quarterly reports to the OSCA within 15 days of the end of the reporting period covering project generated income earned and expended for the previous quarter. The PGI Earnings and Expenditure Report included as Attachment E must be used for submission of PGI earned and expended. A report must be submitted to the OSCA quarterly, even if no income was earned or expended.
- F. Any interest earned on the Federal grant funds is considered PGI income and should be expended only for purposes permitted under this program.
- G. All PGI earned during the grant period should be budgeted for allowable project purposes and spent by June 30, 2013.
- H. Any PGI earned during the grant period that remains at the end of the grant period, June 30, 2013, must be submitted to the OSCA for transmittal to FDLE and the Bureau of Justice Assistance.
- I. These conditions in no way supersede the conditions regarding PGI as in JAG Standard Conditions.

VII. Termination

- A. The OSCA may terminate this Agreement in the event funding becomes unavailable upon written notice to the Grantee.
- B. The OSCA may terminate the Agreement upon thirty (30) days written notice if the Grantee fails to abide by any of the terms or conditions of the contract or if the Grantee fails to maintain adequate progress, thus endangering performance of the Expansion Program.

- C. The Grantee shall have fifteen (15) days after receiving written notice of the OSCA's intent to terminate to cure the breach identified by the OSCA.
- D. The Agreement can be terminated for any reason by agreement of the parties. Any termination of this Agreement does not release any other party from any obligation or liability accrued or outstanding under this Agreement prior to termination, including without limitation any payment or performance obligations accruing prior to the time of termination.

VIII. Confidentiality and Non-Disclosure

- A. The Grantee acknowledges and agrees that certain confidential information may be obtained or created through their work with the OSCA under this Agreement.
- B. The Grantee agrees to take appropriate measures to protect the privacy of individuals and all confidential information obtained or created by the Grantee during the course of its performance under this Agreement.
- C. The Grantee agrees that all treatment records and information shall be subject to the confidentiality provisions of 42 U.S.C. § 290dd-2 (HIPPA) and Chapter 397 (Marchman Act).

IX. Work Product and Property

The OSCA may reproduce, without further compensation to the Grantee, any written materials generated as a result of the work performed under this contract by the Grantee. The parties agree that any work product created by the Grantee in the course of its performance under this Agreement, including without limitation information, research, designs, data, procedures, programs, protocols, practices, or project data shall remain the sole property of the Grantee. Any property obtained by the Grantee from the OSCA which was created or obtained exclusively by the OSCA and not in conjunction with the Grantee or otherwise a part of the Grantee's performance under this Agreement shall remain the sole property of the OSCA. Any property acquired for the Expansion Program with grant funds must be acquired, used, accounted for and disposed of according to the guidelines set forth in the OJP Financial Guide referenced in Section IV.G. of this Agreement.

X. Records

The Grantee shall retain and maintain in accordance with the Florida Rules of Judicial Administration, any and all documents, data, or other materials (Records) related to this Agreement for five (5) years after final payment has been made under this Agreement and all pending matters have been closed. If an audit, litigation, or other action involving the Records is started before the end of the five (5) year period, then the Grantee agrees to retain the Records until all issues arising out of the action are resolved or until the end of the five (5) year period (Retention Period), whichever is later. Following such Retention Period, the Grantee may in its sole discretion continue to retain or dispose of the Records, provided that the Grantee shall make a good faith effort to dispose of the Records in a confidential manner.

XI. Notices

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (1) on the date served personally on the party to whom notice is to be given or (2) on the third day following mailing if mailed to the party to whom notice is to be given by first class, registered or certified mail, postage prepaid, and properly addressed to the party to whom notice is to be given. Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above. Notice shall be provided to:

County Technical:

Deb Armenti
Grants Coordinator
Escambia County
221 Palafox Place, Suite 210
Pensacola, Florida 32502
Phone: (850) 595-4914

County Contractual:

Wilson Robertson
Chairman
Board of County Commissioners
Escambia County
221 Palafox Place, Suite 400
Pensacola, Florida 32502
Phone: (850) 595-4910

OSCA Technical:

Jennifer Grandal
Court Operations Consultant
Supreme Court Building
500 South Duval Street
Tallahassee, Florida 32399
Phone: (850) 922-5101
Fax: (850) 410-1679
E-mail: grandalj@flcourts.org

OSCA Contractual:

Rosemary Patterson
Chief, Office of Court Improvement
Supreme Court Building
500 South Duval Street
Tallahassee, Florida 32399
Phone: (850) 414-8869
Fax: (850) 410-1679
E-mail: pattersonr@flcourts.org

XII. Staff Training Costs

The OSCA is not responsible for any training costs incurred by the Grantee in the performance of this Agreement above and beyond the funding provided for in this Agreement. This does not apply to instances where the OSCA may authorize attendance at specific state or national training events which may be paid for by the OSCA.

XIII. Liability

- A. The Grantee shall assist the OSCA in the investigation of injury or damages either for or against the OSCA or the State of Florida pertaining to the OSCA's respective areas of responsibility or activities under this Agreement and shall contact the OSCA regarding the legal actions deemed appropriate to remedy such damage or claims.

- B. The Grantee is responsible for all personal injury and property damage attributable to its negligent or intentional acts or omissions, including civil rights violations, of its officers, employees, and agents thereof, including volunteers as permitted by Florida law.
- C. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party to this Agreement.

XIV. Insurance

- A. The Grantee shall be insured or self-assured for all liability claims and related expenses pursuant to the provisions of section 768.28, Florida Statute. The OSCA's interests, as they may appear, will be protected under the provisions of section 768.28, Florida Statute.
- B. The Grantee shall require proof that all service providers have adequate insurance to protect the OSCA, State of Florida, Grantee, and Judicial Circuit from any claims arising under section 768.28, Florida Statute.

XV. Indemnification

- A. As permitted by Florida law, the Grantee shall be fully liable for all actions of its employees and agents and shall fully indemnify, defend, and hold harmless the OSCA and its officers, agents, and employees, from suits, actions, damages, and cost of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, their agents and employees.
- B. As permitted by Florida law, the Grantee shall be liable for all actions of the service providers and their officers, agents and employees that are contracted to provide substance abuse treatment, drug testing and ancillary services for the Expansion Program and shall fully indemnify, defend, and hold harmless the OSCA and its officers, agents, and employees, from suits, actions, damages, and cost of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the service providers, their agents and employees.
- C. The first ten dollars of the payment under Section III.A. shall be the specific consideration for this indemnification clause.
- D. The Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the OSCA.

XVI. Dispute Resolution

Any dispute concerning performance of the Agreement shall be decided by the State Courts Administrator or the Deputy State Courts Administrator, with the approval of the General Counsel, who shall reduce the decision to writing and serve a copy on the Grantee. The exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in the county of contract execution; in any such action, Florida law shall apply and the parties waive any right to jury trial.

XVII. Default

- A. Waiver or breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
- B. The delay or failure by the OSCA to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the OSCA's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right prelude any other or further exercise thereof or the exercise of any other right.

XVIII. Attachments and Exhibits to be Included as Part of this Agreement

- Attachment A JAG Program Standard Conditions
- Attachment B Special Recovery Act Conditions
- Attachment C Invoice Template
- Attachment D PGI Budget Request Form
- Attachment E PGI Earnings and Expenditure Report

XIX. Amendments

This Agreement and all attachments and exhibits herein attached and incorporated by reference may be amended only by written agreement signed by all parties. The Agreement contains all the terms and conditions agreed upon by the parties. The Agreement may only be modified or amended upon mutual written agreement of the OSCA and the Grantee.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH IN THIS AGREEMENT, THE PARTIES INTEND TO BE BOUND AND MUTUALLY AGREE TO THE TERMS OF THIS AGREEMENT.

OFFICE OF THE STATE COURT ADMINISTRATOR

Elisabeth H. Goodner Date
State Courts Administrator

GRANTEE
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY

Wilson Robertson Date
Chairman Wilson B. Robertson, Chairman

This document approved as to form and legal sufficiency.

By: [Signature]
Title: ACT
Date: 9/19/12

THIS AGREEMENT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES

ATTEST ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
By _____
DEPUTY CLERK

ATTACHMENT A

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**
 - Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program"
 - Office of Management and Budget (OMB) Circular A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
 - OMB Circular A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
 - OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - OMB Circular A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
 - OMB Circular A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
 - OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
 - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
 - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
 - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
 - Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program
 - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
2. **Allowable Costs**
 - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
 - b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

3. Reports

a. Project Performance Reports

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within 15 days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 17, Performance of Agreement Provisions.

- (2) Report Contents: Performance reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems.

b. Financial Reports

(1) Project Expenditure Reports

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.
- (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.
- (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
- (e) Reports are to be submitted even when no reimbursement is being requested.

- (2) The Financial Closeout Documentation shall be submitted to the Department within forty-five (45) days of the subgrant termination date.

- (3) If applicable, the subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department within 31 days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)

c. Other Reports

The recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

- a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.

7. Advance Funding

Advance funding shall be provided to a subgrant recipient upon a written request to the Department.

8. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date. Any unexpended interest remaining at the end of the subgrant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

10. Program Income (also known as Project Generated Income)

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$450 threshold does not apply.

12. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

13. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and

- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Award No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

16. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or written notification of audit exemption should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

17. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

18. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

19. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,

- (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
- (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat. , and

made or received by the subgrant recipient or its contractor in conjunction with this agreement.

- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

24. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of three (3) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons.

25. Signature Authority

The Subgrant Recipient Authorizing Official or Designated Representative and the Implementing Agency Official, Administrator or Designated Representative, who sign the Signature Page, have the authority to request changes to the approved agreement. The prior mentioned individuals have authority to sign or make amendments to the Sole Source, ADP Justification and the Privacy Certification forms. The Project Director has authority to submit requests for approval of specific travel, and Performance Reports, with the exception of the Financial and Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

26. Delegation of Signature Authority

When the authorized official of a subgrant recipient or the implementing agency designates some other person signature authority for him/her, the chief officer or elected official must submit to the Department a letter or resolution indicating the person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority. The letter must also specify the authority being delegated.

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrant recipient or Implementing Agency, Project Director, or Contact Person, the Department must be notified in writing with documentation to include appropriate signatures.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting

for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

- (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
- (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

- b. A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
- c. If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
- d. A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- e. The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- f. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

34. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

35. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Florida Department of Law Enforcement

requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds,

- (1) New construction;
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice, for programs relating to methamphetamine laboratory operations.
- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 39, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. **General Requirement:** The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. **Specific Requirements:** The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated

glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;

- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

43. Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

44. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

45. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

46. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of

Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

49. Omnibus Crime Control and Safe Streets Act

The subgrant recipient will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Human Research Subjects

Grantee agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

51. National Information Exchange Model specifications

To support public safety and justice information sharing, the Office of Justice Programs requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit <http://www.niem.gov/implementationguide.php>.

52. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

53. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

54. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.

55. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

56. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

57. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

58. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

59. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

60. Equal Treatment for Faith Based Organizations

The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the

"Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

61. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

ATTACHMENT B

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program
American Recovery and Reinvestment Act of 2009

Special Recovery Act Conditions

1. Recovery Act

- a. All subgrant recipients must comply with Public Law 111-5, the American Recovery and Reinvestment Act of 2009 (This law is a federal public law).
- b. The subgrant recipient understands and agrees that all other terms and conditions contained in this award, or in applicable FDLE or Office of Justice Programs grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements. Subgrant recipients are responsible for contacting their grant managers for any needed clarifications.
- c. The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future FDLE or Office of Justice Programs (including government-wide) guidance and clarifications of Recovery Act requirements.

2. Access to Records; Interviews

The subgrant recipient understands and agrees that FDLE, the Department of Justice (including the Office of Justice Programs and the Office of the Inspector General)), and its representatives, and the Government Accountability Office, shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subgrant recipient, contractor, or subcontractor. See items 23 and 24 of the Standard Conditions.

The recipient also understands and agrees that FDLE, the Department of Justice, and the Government Accountability Office are authorized to interview any officer or employee of the subgrant recipient, contractor, or subcontractor regarding transactions related to this Recovery Act award.

3. One-time funding

The subgrant recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional Department of Justice funding.

4. Separate Tracking and Reporting of Recovery Act Funds and Outcomes

The subgrant recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including Department of Justice award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the subgrant recipient must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The subgrant recipient further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program
American Recovery and Reinvestment Act of 2009**

5. Central Contractor Registration and DUNS Number

The subgrant recipient must maintain a current registration in the Central Contractor Registration (www.ccr.gov) at all times during which it has any active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

6. Additional Audit Requirements - Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards

- a. The subgrant recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 CFR 215.21, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations" and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).
- b. The subgrant recipient agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" cover the subgrant recipient. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SFSAC.

7. Reporting (Section 1512)

- a. In addition to the reporting requirements in item 3 of the Standard Conditions, subgrant recipients must provide any information necessary to comply with section 1512 of the Recovery Act, which requires detailed reporting by FDLE not later than ten calendar days after the end of each calendar quarter. **Receipt of funds will be contingent upon timely reporting.**
- b. The subgrant recipient must complete projects or activities which are funded under the Recovery Act and report on use of Recovery Act funds provided through this subgrant. Information from these reports will be made available to the public.

8. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Department of Justice, Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for Recovery Act funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. Potential fraud, waste, abuse, or misconduct should be reported to the Office of the Inspector General by –

mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program
American Recovery and Reinvestment Act of 2009**

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the Department of Justice Office of the Inspector General website at www.usdoj.gov/oig.

9. Protecting State and Local Government and Contractor Whistleblowers (Section 1553)

The subgrant recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.

10. Limit on Funds (Section 1604)

None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

11. Infrastructure Investment (Sections 1511 and 1602)

The subgrant recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the subgrant recipient decide to use funds for infrastructure investment subsequent to award, the subgrant recipient must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from the Office of Justice Programs. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections 1511 and 1602) is available at www.ojp.usdoj.gov/recovery.

12. Buy American (Section 1605)

- a. The subgrant recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American"). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the Office of Justice Programs program office for approval. All projects must comply with government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.
- b. Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program
American Recovery and Reinvestment Act of 2009**

13. Wage Rate Requirements (Section 1606)

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

14. NEPA and Related Laws

The subgrant recipient understands that all Office of Justice Programs awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The subgrant recipient agrees to assist the Office of Justice Programs in carrying out its responsibilities under NEPA and related laws, if the subgrant recipient plans to use Recovery Act funds to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The subgrant recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award. See item 36 of the Standard Conditions.

15. Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

ATTACHMENT C
 Justice Assistance Grant - Statewide
 Project Expenditure Report
SUMMARY STATEMENT OF COSTS

County:	Report #:	Period:
Subgrantee:	Project Title: Florida State Courts Drug Court Grant (Adult Post-Adjudicatory Drug Court Grant Program)	
Address:		
Phone:		
Budget Category	Category Total	
Salaries and Benefits	\$0.00	
Contractual Services	\$0.00	
Expenses	\$0.00	
Operating Capital Outlay	\$0.00	
Indirect Costs	\$0.00	
Total Claim Amount	\$0.00	
This report should only include subgrantee payments made prior to or during the report period and within grant period. Only the final report is approved to include payments during the 45 day closeout period as well as during the report period.		
I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.		
Date:	Signed:	
	Chief Financial Officer or Designated Representative	
	Print name of Chief Financial Officer or Designated Representative	
Date:	Signed:	
	Trial Court Administrator or Designated Representative	
	Print name of Trial Court Administrator or Designated Representative	

SALARY & BENEFITS

Name of Employee:		Employee Title:	
Project Title: Florida State Courts Drug Court Grant (Adult Post-Adjudicatory Drug Court Grant Program)			
Type of Work Performed on Project:			
Number of Clients Served:			
		Regular Pay	Overtime Pay
Total Hours Worked		0.0	
Hours Worked on Project		0.0	0.0
Gross Salary for Pay Period		\$0.00	
Gross Overtime Pay for Period			\$0.00
Charges To Project		\$0.00	\$0.00
Health Insurance		\$0.00	
Life Insurance		\$0.00	
Retirement		\$0.00	
FICA		\$0.00	
Others		\$0.00	
Others Description		\$0.00	
Total Benefits Paid this Period		\$0.00	\$0.00
Total Benefits Charged to Project		\$0.00	\$0.00
Total Charges to Project		\$0.00	\$0.00

ATTACHMENT D
 Office of the State Courts Administrator
 500 South Duval Street
 Tallahassee, Florida 32399

PGI BUDGET REQUEST

Subgrantee:		Request #	Date:
County:			
Address:			
Telephone:			
Budget Category	Approved Budget	New Budget	Budget Difference
Salaries & Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	\$0.00
<p>I hereby certify that the above PGI budget was developed in accordance with the project agreement and is based on the most current and available accounting information</p> <p>Date _____ Signed _____ Chief Financial Officer or Designated Representative</p> <p style="padding-left: 100px;">Type Name of Chief Financial Officer or Designated Representative</p> <p>Date _____ Signed _____ Trial Court Administrator or Designated Representative</p> <p style="padding-left: 100px;">Type Name of Trial Court Administrator or Designated Representative</p>			
PGI Budget Narrative:			

Justice Assistance Grant - Statewide
 PGI Earnings and Expenditure Report
SUMMARY STATEMENT OF COSTS

County:		Report #:	Period:
Subgrantee:		Project Title: Florida State Courts Drug Court Grant (Adult Post-Adjudicatory Drug Court Grant Program)	
Phone:			
Budget Category	Category Total	PGI Earnings for this Period	
Salaries and Benefits	\$0.00	Total Program Income including Interest for this	\$0
Contractual Services	\$0.00	Report Period	
Expenses	\$0.00	Federal Budget Percentage	100%
Operating Capital Outlay	\$0.00	in approved Subgrant	
Total Claim Amount	\$0.00	Reportable PGI	\$0
I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.			
Date:	Signed: Chief Financial Officer or Designated Representative		
Date:	Signed: Print name of Chief Financial Officer or Designated Representative		
	Signed: Trial Court Administrator or Designated Representative		
	Signed: Print name of Trial Court Administrator or Designated Representative		



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3273

County Administrator's Report 12. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: Adoption of Resolution - Escambia County HFA Multifamily Housing Revenue Bonds for Affordable Housing Project (Perrytowne Apartments)

From: Elbert Jones Jr, Executive Director, Escambia County Housing Finance Authority

Organization: McGuireWoods LLP

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Multi-Family Housing Revenue Bonds for an Affordable Housing Project in Taylor County, Florida - Elbert Jones Jr., Executive Director, Escambia County Housing Finance Authority

That the Board adopt the Resolution which approves a plan of finance for the issuance and sale of not exceeding \$6,000,000 Multi-Family Housing Revenue Bonds (the "Bonds") by the Escambia County Housing Finance Authority (the "Authority") to be used to finance or refinance the Affordable Housing Project within the territorial limits of the City of Perry, Taylor County, Florida.

BACKGROUND:

New Tidewater GP, LLC, a Florida limited liability company (the "Sponsor"), the managing member of New Tidewater Apartments, LLC (the "Borrower"), has requested that the Authority issue the above-referenced Bonds to finance or refinance the acquisition, upgrading, reconditioning, rehabilitation, improving and beautification by the Borrower of an existing low-income multi-family rental housing facility (and associated capital expenditures) (the "Affordable Housing Project") within the territorial limits of the City of Perry, Taylor County, Florida, and pay certain costs of issuance in connection therewith.

The Authority adopted an inducement resolution with respect to the Affordable Housing Project on September 11, 2012. The Authority is also requesting approval by the City of Perry and Taylor County, Florida, which approvals are expected October 9, 2012, and October 1, 2012.

A public hearing is required by federal law and said public hearing was conducted by the Authority, on behalf of the Board, on September 11, 2012. The results of that hearing have been provided to the Board in the form of the Report of Hearing Officer attached to the resolution as Exhibit A.

Under the terms of standard financing documents, the Borrower is responsible for use and operation of the Affordable Housing Project, and the Bonds will not obligate the credit of the Authority or the County or pose any obligation or liability for the County. McGuireWoods LLP will serve as bond counsel for the issue.

BUDGETARY IMPACT:

The Authority does not receive funds from the County, and no funds of the County are expended in connection with the Affordable Housing Project or the Bonds.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County's bond counsel, Richard I. Lott of McGuireWoods LLP, also serves as bond counsel to the Authority. Mr. Lott will review the documents on behalf of the County to insure that the County has no liability or obligation under the Bonds, and the County's Disclosure Counsel, Mr. Mustian of Nabors, Giblin & Nickerson, P.A., will review the documents on behalf of the County to insure federal and state law disclosure requirements are satisfied to assure the County's interests are protected.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Affordable Housing Project will improve the prosperity and welfare of the State of Florida and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing. Approval of the Affordable Housing Project will allow the Authority to comply with its statutory mission to assist persons in obtaining safe and adequate housing.

IMPLEMENTATION/COORDINATION:

None needed.

Attachments

Resolution (Perrytowne)

RESOLUTION NO. R2012-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE ISSUANCE AND SALE FROM TIME TO TIME OF NOT EXCEEDING \$6,000,000 MULTI-FAMILY HOUSING REVENUE BONDS BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN THE FINANCING OF THE COSTS OF ACQUIRING, UPGRADING, RECONDITIONING, REHABILITATING, IMPROVING AND BEAUTIFYING A MULTI-FAMILY HOUSING PROJECT LOCATED IN THE STATE OF FLORIDA; GRANTING OTHER APPROVALS REQUIRED BY FEDERAL LAW AND BY COUNTY ORDINANCE NO. 80-12, AS AMENDED; AUTHORIZING THE AUTHORITY TO ENTER INTO FINANCING AGREEMENTS AND OTHER INSTRUMENTS IN CONNECTION WITH THIS BOND ISSUE; PROVIDING APPROVAL OF THE PUBLICATION OF THE NOTICE OF THE PUBLIC HEARING HELD IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS BY THE AUTHORITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Housing Finance Authority Law, being Part IV of Chapter 159, Florida Statutes, as amended (the "Act"), provides for the creation of a housing finance authority in each county in the State of Florida (the "State") for the purpose of alleviating a shortage of housing available at prices or rentals which persons of moderate, middle, or lesser income can afford, and a shortage of capital for investment in such housing; and

WHEREAS, on May 29, 1980, the Board of County Commissioners (the "Board") enacted Ordinance No. 80-12, as amended by Ordinance No. 2003-8 enacted on March 20, 2003 (collectively, the "Ordinance") creating the Escambia County Housing Finance Authority (the "Authority") and authorizing the Authority to exercise all powers under the Act subject to approval by the Board as a condition precedent to the effectiveness of the certain actions of the Authority; and

WHEREAS, pursuant to the provisions of the Act, on September 11, 2012, the Authority adopted its Resolution No. 2012-09 (the "Resolution") indicating its intent to issue not exceeding \$6,000,000 of its revenue bonds in one or more series (collectively, the "Bonds"), for the purpose of facilitating the plan of finance consisting of the financing or refinancing of the acquisition, upgrading, reconditioning, rehabilitation, improving and beautification by New Tidewater Apartments, LLC (the "Borrower") of an existing low-income multi-family rental housing facility (and associated capital expenditures) (the "Affordable Housing Project") known as Perrytowne Apartments (also known as Tidewater Apartments), which presently contains approximately 100 units within the territorial limits of City of Perry, Taylor County, Florida (the

“Plan of Finance”), to the end that the Authority may be able to improve the prosperity and welfare of the State and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing, and to finance the cost of such qualifying housing development and related facilities by the issuance of its revenue bonds; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), requires public approval of certain revenue bonds by the governmental unit on behalf of which such bonds are to be issued, following a public hearing; and

WHEREAS, pursuant to the requirements of the Code, a public hearing was scheduled for September 11, 2012, at 4:15 p.m., and notice of such hearing was given in the form and in the manner required by the Code; and

WHEREAS, the Authority, on behalf of the Board, has conducted the public hearing and provided reasonable opportunity for all interested persons to express their views, both orally and in writing, and diligently and conscientiously considered all comments and concerns expressed by such individuals, if any; and

WHEREAS, the Authority has presented the Board with a report of such public hearing (the “Report”), a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, pursuant to the Ordinance and Section 147(f) of the Code, the Board desires to approve the Plan of Finance and the issuance and sale of the Bonds, to express its approval of the action taken by the Authority and its officials pursuant to the Resolution, and to grant all other approvals required by the Ordinance in connection therewith; **NOW THEREFORE**,

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The Board hereby approves the form and the manner of publication of the Notice of Public Hearing (the “Notice”) published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the Board on August 28, 2012, not less than fourteen (14) days prior to the hearing date. A certified affidavit establishing proof of proper publication of the Notice is accepted into the record. The Board hereby approves the Report, a copy of which is attached hereto as Exhibit “A”.

SECTION 2. PLAN OF FINANCE, BONDS AND OTHER ACTIONS APPROVED.

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing as described in the Report, the Board hereby approves the Plan of Finance and the issuance by the Authority of the Bonds in the not exceeding amount set forth herein for the purposes herein described and further grants approval (i) of such agreements,

indentures, instruments, certifications, applications for bond volume allocation and/or housing tax credits and other documents as may be necessary or convenient or as may be requested by the Borrower to effect the Plan of Finance and (ii) to take any other action as may be required by the Ordinance.

SECTION 3. NO LIABILITY OF THE COUNTY; COMPLIANCE WITH ARTICLE 46 OF THE ESCAMBIA COUNTY CODE.

Nothing herein shall be deemed to create any obligation or liability of the County in any respect whatsoever. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the Board that any particular action or proposed action is required, authorized or permitted under the laws of the State or the United States. The County makes no recommendation regarding the advisability of investment in the Bonds and has not evaluated the creditworthiness of the bonds for suitability of investment. The Authority, the Borrower and New Tidewater GP, LLC, the managing member of the Borrower and as the sponsor, shall comply with the applicable provisions of Section 46-309 of Chapter 46, Article VII of the Escambia County Code.

SECTION 4. REPEALING CLAUSE.

All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

[Remainder of Page Intentionally Left Blank]

SECTION 5. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 4th day of October, 2012.

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

(SEAL)

By: _____
Wilson B. Robertson, Chairman

ATTEST:

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

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency

By: _____
Title County Attorney
Date 9/20/12

Approved as to form and legality:

By: _____
County Attorney

EXHIBIT A

REPORT OF HEARING OFFICER

This instrument shall constitute the official report of the undersigned official of the Escambia County Housing Finance Authority (the "Authority"), a body corporate and politic organized and existing under the provisions of Chapter 159, Part IV, Florida Statutes, Escambia County, Florida Ordinance Nos. 80-12 and 2003-8, as amended, and other provisions of law, with respect to a public hearing scheduled and held by the Authority on September 11, 2012, for the proposed issuance and sale from time to time of the Authority's not exceeding \$6,000,000 Multifamily Housing Revenue Bonds (Perrytowne Apartments Project), Series 2013 (the "Bonds"). The proposed Bonds will be issued on behalf of New Tidewater Apartments, LLC, a Florida limited liability company (the "Borrower"), whose principal place of business is 2409-A Mall Drive, North Charleston, South Carolina 29406. The managing member of the Borrower is New Tidewater GP, LLC, a Florida limited liability company (the "Sponsor"), or an entity affiliated with or controlled by the Sponsor. The proceeds of the Loan are expected to be loaned to the Borrower to finance or refinance the costs of acquiring, upgrading, reconditioning, rehabilitating, improving and beautification (and any related and necessary site or infrastructure improvements) by the Borrower of an existing low-income multifamily rental housing facility presently containing 100 units known as Perrytowne Apartments (also known as Tidewater Apartments), located at 500 South Warner Avenue, Perry, Florida 32348 (the "Project").

The public hearing was duly advertised in the *Pensacola News Journal* on August 28, 2012, a newspaper of general circulation in Escambia County, Florida. The proof of publication was presented to me at such hearing, and a copy is attached hereto as **Exhibit A** (the "Notice") and the verbatim transcript of the Public Hearing as **Exhibit B**.

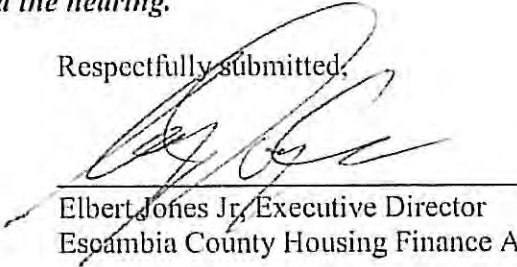
The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance and the financing of the Project. Information about the proposed Bonds, the location of the Project, the Borrower and the Sponsor, and the proposed use of the proceeds were presented. When the information had been presented, opportunity was given for members of the public in attendance to give their input.

No interested parties were in attendance at the public hearing.

No written communications were received.

The undersigned then concluded the hearing.

Respectfully submitted,

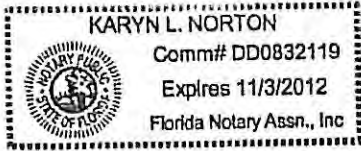


Elbert Jones Jr, Executive Director
Escambia County Housing Finance Authority

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

I, Karyn Norton, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Elbert Jones Jr, Executive Director of the Escambia County Housing Finance Authority, who is personally known to me, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said Authority for the uses and purposes therein set forth.

IN WITNESS WHEREOF, under my hand and notarial seal this 11th day of September, 2012.



A handwritten signature in cursive script that reads 'Karyn L. Norton'.

My Commission #: DD0832119
My Commission Expires: November 3, 2012

Exhibit A

Notice

[Follows]

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

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

Notice of Public Hearing


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

August 28, 2012

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

Sworn to and subscribed before me this 29th Day of August, 2012, by Roshundia Gillis, who is personally known to me.

 _____ Affiant

 _____ Notary Public

NOTICE OF PUBLIC HEARING

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that the Escambia County Housing Finance Authority (the "Authority") for and on behalf of the Board of County Commissioners of Escambia County, Florida, will hold a public hearing at 4:15 p.m. on Tuesday, September 11, 2012, in the conference room of the Authority located at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502, to consider a plan of finance for the purpose, among other things, of providing funds to be loaned to New Tidewater Apartments, LLC, a limited liability company of the State of Florida, whose principal place of business is 2409-A Mall Drive, North Charleston, South Carolina 29406, or its affiliate or subordinate nonprofit corporation (as applicable, the "Company"), or a limited liability company of which the Company is the managing member or a limited partnership of which the Company is the general partner (as applicable, the "Borrower") for financing or refinancing the costs of acquiring, upgrading, reconditioning, rehabilitating, improving and beautification by the Borrower of an existing low-income multifamily rental housing facility presently containing 100 units known as Perrytowne Apartments (also known as Tidewater Apartments), located at 500 South Warner Avenue, Perry, Florida 32348 (the "Project").

The plan of finance contemplates that the Authority, for and on behalf of the Board of County Commissioners of Escambia County, Florida, will issue in respect to such Project not exceeding \$6,000,000 in aggregate principal amount of its revenue bonds (the "Bonds"), in one or more installments or series and loan the proceeds of such Bonds to the Borrower to provide funds for the Project. The Company is engaged in developing, rehabilitating, owning, and operating multifamily rental housing facilities for persons of low, very low, middle, and moderate income. The contemplated financing will allow the Project to continue to comply with all applicable tenant eligibility requirements and will not change the nature or character of the Project. A portion of the financing will be used to make improvements to the Project facilities. The Project will be owned by the Borrower. The manager of the Project will be Asset Management & Consulting Services, Inc. It is contemplated the current use or occupants of the Project will not change except as to the normal attrition of residents typical for these units.

The Bonds, when issued, will be special, limited obligations payable solely out of the revenues derived from financing agreements with the Borrower. The Bonds and interest thereon shall never pledge the taxing power, or constitute the debt or indebtedness of the Authority, Escambia County, Florida, the State or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory prohibition. The Authority has no taxing power.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve said Bonds and the plan of finance, including the Project listed above. Prior to said public hearing, written comments may be delivered to the Executive Director of the Authority at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502. All persons are advised that, if they decide to appeal any decision made by the Authority with respect to any matter considered at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to present their comments at the time and place set forth above.

The Authority will thereafter submit its public hearing report concerning this public hearing to the Board of County Commissioners, Escambia County, Florida, for issuer approval as the applicable elected representative for the issuance of the Bonds.

Pursuant to the Americans with Disabilities Act, persons needing special accommodation to attend the hearing must contact the Authority at (850) 432-7077 at least five (5) business days prior to the hearing.

Robert Ward, Chairman
Escambia County Housing Finance Authority

Legal No 1575038 1T August 28, 2012

GRANT PAQUIN
Notary Public, State of Florida
My Commission Expires May 31, 2014
Commission No. DD996828

Exhibit B

Transcript

[Follows]

TEFRA HEARING PROCEDURES

ELBERT JONES: I am Elbert Jones Jr, Executive Director of the Escambia County Housing Finance Authority, and I will be the hearing officer on behalf of the Authority. This public hearing is being held on Tuesday, September 11, 2012. This is the second of the two public hearings scheduled at the same time and this hearing will begin at 4:25 p.m. This is a public hearing held by the Escambia County Housing Finance Authority as required under the federal tax laws for the purpose of issuing tax-exempt bonds for the purpose more fully described during this hearing. This hearing provides an opportunity for the public to make comments and have input on the proposed issuance from time to time of Multi-family Housing Revenue Bonds by the Escambia County Housing Finance Authority. The Authority will be the issuer of the bonds. Ms. Norton, would you state the date of publication for the Notice of Public Hearing?

KARYN NORTON: The Notice of Public Hearing was published in the *Pensacola News Journal* on August 28, 2012.

ELBERT JONES: Thank you very much. Would you please read the Notice for the record?

KARYN NORTON: Yes.

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that the Escambia County Housing Finance Authority (the "Authority") for and on behalf of the Board of County Commissioners of Escambia County, Florida, will hold a public hearing at 4:20, 4:15 p.m. on Tuesday, September 11, 2012, in the conference room of the Authority located at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502, to consider a plan of finance for the purpose, among other things, of providing funds to be loaned to New Tidewater Apartments, LLC, a limited liability company of the State of Florida, whose principal place of business is 2409-A Mall Drive, North Charleston, South Carolina 29406, or its affiliate or subordinate nonprofit corporation (as applicable, the "Company"), or a limited liability company of which the Company is the managing member or a limited partnership of which the Company is the general partner (as applicable, the "Borrower") for financing or refinancing the costs of acquiring, upgrading, reconditioning, rehabilitating, improving and beautification by the Borrower of an existing low-income multifamily rental housing facility presently containing 100 units known as Perrytowne Apartments (also known as Tidewater Apartments), located at 500 South Warner Avenue, Perry, Florida 32348 (the "Project").

The plan of finance contemplates that the Authority, for and on behalf of the Board of County Commissioners of Escambia County, Florida, will issue in respect to such Project not exceeding \$6,000,000 in aggregate principal amount of its revenue bonds (the "Bonds"), in one or more installments or series and loan the proceeds of such Bonds to the Borrower to provide funds for the Project. The Company is engaged in developing, rehabilitating, owning, and operating multifamily rental housing facilities for persons of low, very low, middle, and moderate income. The contemplated financing will allow the Project to continue to comply with all applicable tenant eligibility requirements and will not change the nature or character of the Project. A portion of the financing will be used to make improvements to the Project facilities. The Project will be owned by the Borrower. The manager of the Project will be Asset Management &

Consulting Services, Inc. It is contemplated the current users or occupants of the Project will not change except as to the normal attrition of residents typical for these units.

The Bonds, when issued, will be special, limited obligations payable solely out of the revenues derived from financing agreements with the Borrower. The Bonds and interest thereon shall never pledge the taxing power, or constitute the debt or indebtedness of the Authority, Escambia County, Florida, the State or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory prohibition. The Authority has no taxing power.

At the time and place fixed for said public hearing all who will appear, all who appear will be given an opportunity to express their views for or against the proposal to approve said Bonds and the plan of finance, including the Project listed above. Prior to said public hearing, written comments may be delivered to the Executive Director of the Authority at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502. All persons are advised that, if they decide to appeal any decision made by the Authority with respect to any matter considered at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to present their comments at the time and place set forth above.

The Authority will thereafter submit its public hearing report concerning this public hearing to the Board of County Commissioners, Escambia County, Florida, for issuer approval as the applicable elected representative for the issuance of the Bonds.

Pursuant to the Americans with Disabilities Act, persons needing special accommodation to attend the hearing must contact the Authority at (850) 432-7077 at least five (5) business days prior to the hearing.

ELBERT JONES: Where will the proceeds of these bonds be used?

KARYN NORTON: The proceeds of these bonds will be used in Taylor County, Florida, provided that the governing boards of such host jurisdiction adopt resolutions for the purpose of extending the area of operation of the Authority to such jurisdiction, for the financing of the project.

ELBERT JONES: What is the public purpose of these bonds?

KARYN NORTON: Through the program to be financed with the Bonds, the Authority will improve the prosperity, and prosperity, and welfare of the State of Florida and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing.

ELBERT JONES: Are there any questions or comments from the public concerning this bond issue? Ms. Norton, has the Authority received any oral or written communication concerning this public hearing?

KARYN NORTON: No, it has not.

ELBERT JONES: Having established a public purpose and use of the bond proceeds and there being no further questions from the public, I deem this hearing to be final and closed with a note that this hearing was electronically recorded and transcripts will be made available to anyone of any interest. There being no further comments this public hearing is closed at 4:30 p.m.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3278

County Administrator's Report 12. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: Adoption of Resolution - Escambia County HFA Multifamily Housing Revenue Bonds for Affordable Housing Project (Springhill Apartments)

From: Elbert Jones Jr, Executive Director, Escambia County Housing Finance Authority

Organization: McGuireWoods LLP

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Multi-Family Housing Revenue Bonds for an Affordable Housing Project in Madison County, Florida - Elbert Jones Jr., Executive Director, Escambia County Housing Finance Authority

That the Board adopt the Resolution which approves a plan of finance for the issuance and sale of not exceeding \$4,000,000 Multi-Family Housing Revenue Bonds (the "Bonds") by the Escambia County Housing Finance Authority (the "Authority") to be used to finance or refinance the Affordable Housing Project within the territorial limits of the City of Madison, Madison County, Florida.

BACKGROUND:

New Madison GP, LLC, a Florida limited liability company (the "Sponsor"), the managing member of New Madison Apartments, LLC (the "Borrower"), has requested that the Authority issue the above-referenced Bonds to finance or refinance the acquisition, upgrading, reconditioning, rehabilitation, improving and beautification by the Borrower of an existing low-income multi-family rental housing facility (and associated capital expenditures) (the "Affordable Housing Project") within the territorial limits of the City of Madison, Madison County, Florida, and pay certain costs of issuance in connection therewith.

The Authority adopted an inducement resolution with respect to the Affordable Housing Project on September 11, 2012. The Authority is also requesting approval by the City of Madison and Madison County, Florida, which approvals are expected October 9, 2012, and October 3, 2012.

A public hearing is required by federal law and said public hearing was conducted by the Authority, on behalf of the Board, on September 11, 2012. The results of that hearing have been provided to the Board in the form of the Report of Hearing Officer attached to the resolution as Exhibit A.

Under the terms of standard financing documents, the Borrower is responsible for use and operation of the Affordable Housing Project, and the Bonds will not obligate the credit of the Authority or the County or pose any obligation or liability for the County. McGuireWoods LLP will serve as bond counsel for the issue.

BUDGETARY IMPACT:

The Authority does not receive funds from the County, and no funds of the County are expended in connection with the Affordable Housing Project or the Bonds.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County's bond counsel, Richard I. Lott of McGuireWoods LLP, also serves as bond counsel to the Authority. Mr. Lott will review the documents on behalf of the County to insure that the County has no liability or obligation under the Bonds, and the County's Disclosure Counsel, Mr. Mustian of Nabors, Giblin & Nickerson, P.A., will review the documents on behalf of the County to insure federal and state law disclosure requirements are satisfied to assure the County's interests are protected.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Affordable Housing Project will improve the prosperity and welfare of the State of Florida and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing. Approval of the Affordable Housing Project will allow the Authority to comply with its statutory mission to assist persons in obtaining safe and adequate housing.

IMPLEMENTATION/COORDINATION:

None needed.

Attachments

Resolution (Springhill)

RESOLUTION NO. R2012-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE ISSUANCE AND SALE FROM TIME TO TIME OF NOT EXCEEDING \$4,000,000 MULTI-FAMILY HOUSING REVENUE BONDS BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN THE FINANCING OF THE COSTS OF ACQUIRING, UPGRADING, RECONDITIONING, REHABILITATING, IMPROVING AND BEAUTIFYING A MULTI-FAMILY HOUSING PROJECT LOCATED IN THE STATE OF FLORIDA; GRANTING OTHER APPROVALS REQUIRED BY FEDERAL LAW AND BY COUNTY ORDINANCE NO. 80-12, AS AMENDED; AUTHORIZING THE AUTHORITY TO ENTER INTO FINANCING AGREEMENTS AND OTHER INSTRUMENTS IN CONNECTION WITH THIS BOND ISSUE; PROVIDING APPROVAL OF THE PUBLICATION OF THE NOTICE OF THE PUBLIC HEARING HELD IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS BY THE AUTHORITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Housing Finance Authority Law, being Part IV of Chapter 159, Florida Statutes, as amended (the "Act"), provides for the creation of a housing finance authority in each county in the State of Florida (the "State") for the purpose of alleviating a shortage of housing available at prices or rentals which persons of moderate, middle, or lesser income can afford, and a shortage of capital for investment in such housing; and

WHEREAS, on May 29, 1980, the Board of County Commissioners (the "Board") enacted Ordinance No. 80-12, as amended by Ordinance No. 2003-8 enacted on March 20, 2003 (collectively, the "Ordinance") creating the Escambia County Housing Finance Authority (the "Authority") and authorizing the Authority to exercise all powers under the Act subject to approval by the Board as a condition precedent to the effectiveness of the certain actions of the Authority; and

WHEREAS, pursuant to the provisions of the Act, on September 11, 2012, the Authority adopted its Resolution No. 2012-08 (the "Resolution") indicating its intent to issue not exceeding \$4,000,000 of its revenue bonds in one or more series (collectively, the "Bonds"), for the purpose of facilitating the plan of finance consisting of the financing or refinancing of the acquisition, upgrading, reconditioning, rehabilitation, improving and beautification by New Madison Apartments, LLC (the "Borrower") of an existing low-income multi-family rental housing facility (and associated capital expenditures) (the "Affordable Housing Project") known as Springhill Apartments (also known as Madison Heights Apartments), which presently contains approximately 76 units within the territorial limits of the City of Madison, Madison

County, Florida (the "Plan of Finance"), to the end that the Authority may be able to improve the prosperity and welfare of the State and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing, and to finance the cost of such qualifying housing development and related facilities by the issuance of its revenue bonds; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of certain revenue bonds by the governmental unit on behalf of which such bonds are to be issued, following a public hearing; and

WHEREAS, pursuant to the requirements of the Code, a public hearing was scheduled for September 11, 2012, at 4:15 p.m., and notice of such hearing was given in the form and in the manner required by the Code; and

WHEREAS, the Authority, on behalf of the Board, has conducted the public hearing and provided reasonable opportunity for all interested persons to express their views, both orally and in writing, and diligently and conscientiously considered all comments and concerns expressed by such individuals, if any; and

WHEREAS, the Authority has presented the Board with a report of such public hearing (the "Report"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, pursuant to the Ordinance and Section 147(f) of the Code, the Board desires to approve the Plan of Finance and the issuance and sale of the Bonds, to express its approval of the action taken by the Authority and its officials pursuant to the Resolution, and to grant all other approvals required by the Ordinance in connection therewith; **NOW THEREFORE**,

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The Board hereby approves the form and the manner of publication of the Notice of Public Hearing (the "Notice") published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the Board on August 28, 2012, not less than fourteen (14) days prior to the hearing date. A certified affidavit establishing proof of proper publication of the Notice is accepted into the record. The Board hereby approves the Report, a copy of which is attached hereto as Exhibit "A".

SECTION 2. PLAN OF FINANCE, BONDS AND OTHER ACTIONS APPROVED.

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing as described in the Report, the Board hereby approves the Plan of Finance and the issuance by the Authority of the Bonds in the not exceeding amount set forth herein for the purposes herein described and further grants approval (i) of such agreements,

indentures, instruments, certifications, applications for bond volume allocation and/or housing tax credits and other documents as may be necessary or convenient or as may be requested by the Borrower to effect the Plan of Finance and (ii) to take any other action as may be required by the Ordinance.

SECTION 3. NO LIABILITY OF THE COUNTY; COMPLIANCE WITH ARTICLE 46 OF THE ESCAMBIA COUNTY CODE.

Nothing herein shall be deemed to create any obligation or liability of the County in any respect whatsoever. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the Board that any particular action or proposed action is required, authorized or permitted under the laws of the State or the United States. The County makes no recommendation regarding the advisability of investment in the Bonds and has not evaluated the creditworthiness of the bonds for suitability of investment. The Authority, the Borrower and New Madison GP, LLC, the managing member of the Borrower and as the sponsor, shall comply with the applicable provisions of Section 46-309 of Chapter 46, Article VII of the Escambia County Code.

SECTION 4. REPEALING CLAUSE.

All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

[Remainder of Page Intentionally Left Blank]

EXHIBIT A

REPORT OF HEARING OFFICER

This instrument shall constitute the official report of the undersigned official of the Escambia County Housing Finance Authority (the "Authority"), a body corporate and politic organized and existing under the provisions of Chapter 159, Part IV, Florida Statutes, Escambia County, Florida Ordinance Nos. 80-12 and 2003-8, as amended, and other provisions of law, with respect to a public hearing scheduled and held by the Authority on September 11, 2012, for the proposed issuance and sale from time to time of the Authority's not exceeding \$4,000,000 Multifamily Housing Revenue Bonds (Springhill Apartments Project), Series 2013 (the "Bonds"). The proposed Bonds will be issued on behalf of New Madison Apartments, LLC, a Florida limited liability company (the "Borrower"), whose principal place of business is 2409-A Mall Drive, North Charleston, South Carolina 29406. The managing member of the Borrower is New Madison GP, LLC, a Florida limited liability company (the "Sponsor"), or an entity affiliated with or controlled by the Sponsor. The proceeds of the Loan are expected to be loaned to the Borrower to finance or refinance the costs of acquiring, upgrading, reconditioning, rehabilitating, improving and beautification (and any related and necessary site or infrastructure improvements) by the Borrower of an existing low-income multifamily rental housing facility presently containing 76 units known as Springhill Apartments (also known as Madison Heights Apartments), located at 150 SW Bumgardener, Madison, Florida 32340 (the "Project").

The public hearing was duly advertised in the *Pensacola News Journal* on August 28, 2012, a newspaper of general circulation in Escambia County, Florida. The proof of publication was presented to me at such hearing, and a copy is attached hereto as **Exhibit A** (the "Notice") and the verbatim transcript of the Public Hearing as **Exhibit B**.

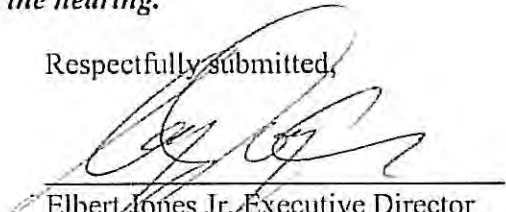
The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance and the financing of the Project. Information about the proposed Bonds, the location of the Project, the Borrower and the Sponsor, and the proposed use of the proceeds were presented. When the information had been presented, opportunity was given for members of the public in attendance to give their input.

No interested parties were in attendance at the public hearing.

No written communications were received.

The undersigned then concluded the hearing.

Respectfully submitted,

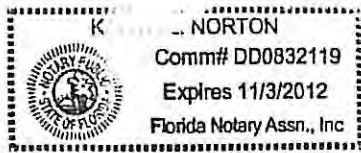


Elbert Jones Jr., Executive Director
Escambia County Housing Finance Authority

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

I, Karyn Norton, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Elbert Jones Jr, Executive Director of the Escambia County Housing Finance Authority, who is personally known to me, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said Authority for the uses and purposes therein set forth.

IN WITNESS WHEREOF, under my hand and notarial seal this 11th day of September, 2012.



A handwritten signature in black ink that reads 'Karyn L. Norton'.

My Commission #: DD0832119

My Commission Expires: November 3, 2012

Exhibit A

Notice

[Follows]

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

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

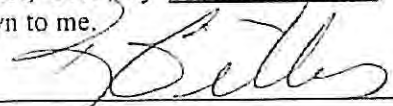
Notice of Public Hearing

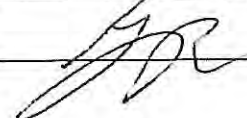
Was published in said newspaper in the issue(s) of:

August 28, 2012

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

Sworn to and subscribed before me this **29th Day of August, 2012**, by **Roshundia Gillis**, who is personally known to me.

 Affiant

 Notary Public

NOTICE OF PUBLIC HEARING

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that the Escambia County Housing Finance Authority (the "Authority") for and on behalf of the Board of County Commissioners of Escambia County, Florida, will hold a public hearing at 4:15 p.m. on Tuesday, September 11, 2012, in the conference room of the Authority located at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502, to consider a plan of finance for the purpose, among other things, of providing funds to be loaned to New Madison Apartments, LLC, a limited liability company of the State of Florida, whose principal place of business is 2409-A Mall Drive, North Charleston, South Carolina 29406, or its affiliate or subordinate nonprofit corporation (as applicable, the "Company"), or a limited liability company of which the Company is the managing member or a limited partnership of which the Company is the general partner (as applicable, the "Borrower") for financing or refinancing the costs of acquiring, upgrading, reconditioning, rehabilitating, improving and beautification by the Borrower of an existing low-income multifamily rental housing facility presently containing 76 units known as Springhill Apartments (also known as Madison Heights Apartments), located at 150 SW Bumgardener, Madison, Florida 32340 (the "Project").

The plan of finance contemplates that the Authority, for and on behalf of the Board of County Commissioners of Escambia County, Florida, will issue in respect to such Project not exceeding \$4,000,000 in aggregate principal amount of its revenue bonds (the "Bonds"), in one or more installments or series and loan the proceeds of such Bonds to the Borrower to provide funds for the Project. The Company is engaged in developing, rehabilitating, owning, and operating multifamily rental housing facilities for persons of low, very low, middle, and moderate income. The contemplated financing will allow the Project to continue to comply with all applicable tenant eligibility requirements and will not change the nature or character of the Project. A portion of the financing will be used to make improvements to the Project facilities. The Project will be owned by the Borrower. The manager of the Project will be Asset Management & Consulting Services, Inc. It is contemplated the current use or occupants of the Project will not change except as to the normal attrition of residents typical for these units.

The Bonds, when issued, will be special, limited obligations payable solely out of the revenues derived from financing agreements with the Borrower. The Bonds and interest thereon shall never pledge the taxing power, or constitute the debt or indebtedness of the Authority, Escambia County, Florida, the State or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory prohibition. The Authority has no taxing power.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve said Bonds and the plan of finance, including the Project listed above. Prior to said public hearing, written comments may be delivered to the Executive Director of the Authority at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502. All persons are advised that, if they decide to appeal any decision made by the Authority with respect to any matter considered at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to present their comments at the time and place set forth above.

The Authority will thereafter submit its public hearing report concerning this public hearing to the Board of County Commissioners, Escambia County, Florida, for issuer approval as the applicable elected representative for the issuance of the Bonds.

Pursuant to the Americans with Disabilities Act, persons needing special accommodation to attend the hearing must contact the Authority at (850) 432-7077 at least five (5) business days prior to the hearing.

Robert Ward, Chairman
Escambia County Housing Finance Authority

Legal No 1575036 1T August 28, 2012

GRANT PAQUIN
Notary Public, State of Florida
My Commission Expires May 31, 2014
Commission No. DD996829

Exhibit B

Transcript

[Follows]

TEFRA HEARING PROCEDURES

ELBERT JONES: I am Elbert Jones Jr, Executive Director of the Escambia County Housing Finance Authority, and I will be the hearing officer on behalf of the Authority. This public hearing is being held on Tuesday, September 11, 2012 at 4:15 p.m. This is a public hearing held by the Escambia County Housing Finance Authority as required by the federal tax laws for the purpose of issuing tax-exempt bonds for the purpose more fully described during this hearing. This hearing provides an opportunity for the public to make comments and have input on the proposed issuance from time to time of Multi-family Housing Revenue Bonds by the Escambia County Housing Finance Authority. The Authority will be the issuer of the bonds. Ms. Norton, would you state the date of publication for the Notice of Public Hearing?

KARYN NORTON: The Notice of Public Hearing was published in the *Pensacola News Journal* on August 28, 2012.

ELBERT JONES: Thank you very much, and would you please read the Notice for the record?

KARYN NORTON: Yes.

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that the Escambia County Housing Finance Authority (the "Authority") for and on behalf of the Board of County Commissioners of Escambia County, will hold a public hearing at 4:15 p.m. on Tuesday, September 11, 2012, in the conference room of the Authority located at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502, to consider a plan of finance for the purpose, among other things, of providing funds to be loaned to New Madison Apartments, LLC, a limited liability of company of the State of Florida, whose principal place of business is 2409-A Mall Drive, North Charleston, South Carolina 29406, or its affiliate or subordinate nonprofit corporation (as applicable, the "Company"), or a limited liability company of which the Company is the managing member or a limited partnership of which the Company is the general partner (as applicable, the "Borrower") for financing or refinancing the costs of acquiring, upgrading, reconditioning, rehabilitating, improving and beautification by the Borrower of an existing low-income multifamily rental housing facility presently containing 76 units known as Springhill Apartments (also known as Madison Heights Apartments), located at 150 SW Bumgardener, Madison, Florida 32340 (the "Project").

The plan of finance contemplates that the Authority, for and on behalf of the Board of County Commissioners of Escambia County, will issue in respect to such Project not exceeding \$4,000,000 in aggregate principal amount of its revenue bonds (the "Bonds"), in one or more installments or series and loan the proceeds of such Bonds to the Borrower to provide funds for the Project. The Company is engaged in developing, rehabilitating, owning, and operating multifamily rental housing facilities for persons of low, very low, middle, and moderate income. The contemplated financing will allow the Project to continue to comply with all applicable tenant eligibility requirements and will not change the nature or character of the Project. A portion of the financing will be used to make improvements to the Project facilities. The Project will be owned by the Borrower. The manager of the Project will be Asset Management & Consulting Services, Inc. It is contemplated the current use or occupants, the current users of

occupants, of the Project will not change except as to the normal attrition of residents typical for these units.

The Bonds, when issued, will be special, limited obligations payable solely out of the revenues derived from financing agreements with the Borrower. The Bonds and the interest thereon shall never pledge the taxing power, or constitute the debt or indebtedness of the Authority, Escambia County, Florida, the State or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory prohibition. The Authority has no taxing power.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve said Bonds and the plan of finance, including the Project listed above. Prior to said public hearing, written comments may be delivered to the Executive Director of the Authority at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502. All persons are advised that, if they decide to appeal any decision made by the Authority with respect to any matter considered at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to present their comments at the time and place set forth above.

The Authority will thereafter submit its public hearing report concerning this public hearing to the Board of County Commissioners, Escambia County, Florida, for issuer approval as the applicable elected representative for the issuance of the Bonds.

Pursuant to the Americans with Disabilities Act, Disabilities Act, persons needing special accommodation to attend the hearing must contact the Authority at (850) 432-7077 at least five (5) business days prior to the hearing.

ELBERT JONES: Where will the proceeds of these bonds be used?

KARYN NORTON: The proceeds of these bonds will be used in Madison County, Florida, provided that the governing boards of such host jurisdictions, of such host jurisdiction, adopt resolutions for the purpose of extending the area of operation of the Authority to such jurisdiction, for the financing of the project.

ELBERT JONES: What is the public purpose of these bonds?

KARYN NORTON: Through the program to be financed with the Bonds, the Authority will improve the prosperity and welfare of the State of Florida and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing.

ELBERT JONES: Are there any questions or comments from the public concerning this bond issue? Ms. Norton, has the Authority received any oral or written communication concerning this public hearing?

KARYN NORTON: No sir, it has not.

ELBERT JONES: Having established a public purpose and use of the bond proceeds and there being no further questions from the public, I deem this hearing to be final and closed with a note that this hearing was electronically recorded and transcripts will be made available to anyone of any interest. There being no further comments this public hearing is closed at 4:21 p.m.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3302

County Administrator's Report 12. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: Memorandum of Understanding, Collective Bargaining Agreement Between the Escambia County Board of County Commissioners, and the Police Benevolent

From: Ron Sorrells

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Understanding for the Collective Bargaining Agreement between the Escambia County Board of County Commissioners and the Florida Police Benevolent Association - Ron Sorrells, Human Resources Department Director

That the Board take the following action concerning the Memorandum of Understanding (MOU) for the Collective Bargaining Agreement between the Escambia County Board of County Commissioners (BCC) and the Florida Police Benevolent Association (PBA), Locals #1247 and #1248, effective date September 1, 2012:

- A. Approve the Escambia County Road Prison reclassification of all Officers in the permanent position of Corrections Corporal (B31) to Corrections Sergeant (B32);
- B. Approve the elimination of the Corrections Corporal Position; and
- C. Approve a five percent pay increase for any Officer being reclassified to Corrections Sergeant based on the employee's current rate of pay, not to exceed the maximum of the pay grade.

BACKGROUND:

n/a

BUDGETARY IMPACT:

Funding for these changes is scheduled to be approved by the Board.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County's outside counsel in labor and employment law matters, Michael Mattimore of Allen, Norton & Blue, has reviewed this Memorandum of Understanding and concurs.

PERSONNEL:

All of the terms of this Contract will be administered by the Human Resources Department.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for Contracts. This recommendation is also consistent with Florida Statutes. The Contract amendment will be implemented upon approval by the Board.

IMPLEMENTATION/COORDINATION:

The Contract amendment will be implemented upon approval by the Board. The Contract amendment were negotiated by the County's negotiation team, which included members from affected departments, Allen, Norton, & Blue, and the Human Resources Department.

Attachments

PBA MOU Letter



Escambia County Road Prison
Corrections Division
601 Highway 297-A
Cantonment, Florida 32533
(850) 937-2105 Fax (850) 937-2108



TO: Gordon Pike
FROM: Cmdr. Charles Snow
DATE: August 21, 2012
SUB: Memorandum of Understanding

WHEREAS, the Board of County Commissioners for Escambia County, Florida and the Florida Police Benevolent Association Chapters #1247 and #1248 are parties to a Collective Bargaining Agreement.

WHEREAS, the parties mutually agree regarding the reclassification of certain employees of the Escambia County Road Prison (ECRP). In that, all officers in the permanent position of Corrections Corporal (B31) shall be reclassified as Corrections Sergeant (B32). The effective date of reclassification shall be September 1, 2012. At that time any officer being reclassified to Corrections Sergeant will receive a five percent pay increase based on employees current rate of pay, not to exceed the maximum of the pay grade.

WHEREAS, the parties understand that upon the effective date of this MOU, the Corrections Corporal position will be eliminated.

Alan M. H. SUP 9-7-12
PBA, Local #1247/1248 Date

Gordon Pike 9-5-12
Gordon Pike, Dept. Director Date

Janyl Hodab 9-10-12
PBA, Local #1247/1248 Date

Ron Sorrells 9-5-12
Ron Sorrells, HR Director Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3308

County Administrator's Report 12. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/04/2012

Issue: Human Resource Department Director Moving Expenses

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

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Human Resources Department Director's Moving Expenses - Charles R. "Randy" Oliver, County Administrator

That the Board approve the reimbursement of reasonable relocation expenses for Thomas G. Turner, Human Resources Department Director, (obtainment of three quotes is required with a \$6,500 limit), including mileage and per diem expenses.

[Funding Source: Fund 001, General Fund, Cost Centers 150101 and 110201]

BACKGROUND:

Thomas G. Turner has accepted the offer to become the Human Resources Director for Escambia County effective Monday, October 22, 2012. Mr. Turner will relocate from Des Moines, Iowa in the near future. Historically, the Board has approved the relocation expenses incurred by executive management positions whose employment requires confirmation by the Board.

BUDGETARY IMPACT:

Funds are available in Cost Center 150101 and 110201 for this expenditure.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

The County Administrator's Office will process the paperwork once they receive the three quotes from Mr. Turner.

POLICY/REQUIREMENT FOR BOARD ACTION:

Pursuant to Escambia County Ordinance 85-47, County Administrator's Ordinance, the travel expenses need to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3277

County Attorney's Report 12. 1.

BCC Regular Meeting

Action

Meeting Date: 10/04/2012

Issue: Greg and Farris Ford Settlement Agreement, Purchase of Property Located at 755 Destin Court on Perdido Key

From: Alison P. Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Greg and Farris Ford Settlement Agreement, Purchase of Property Located at 755 Destin Court on Perdido Key

That the Board take the following action:

- A. Authorize the Chairman to execute the attached Settlement Agreement between Escambia County and Greg and Farris Ford; and
- B. Authorize the purchase of property located at 755 Destin Court on Perdido Key and authorize execution of all necessary documents concerning this purchase; and
- C. Authorize payment of Greg and Farris Ford's attorney's fees.

BACKGROUND:

The Fords met with County staff on January 7, 2011 to confirm the Fords would be able to obtain all necessary County approvals, including a building permit, to construct a single family dwelling on the property without need for any Perdido Key Beach Mouse (PKBM) approvals. At that meeting, County staff confirmed the property did not contain any PKBM habitat and would not require any PKBM approvals. The County informed the Fords it would allow construction of a single-family dwelling on the property. In reliance on those representations, the Fords purchased the property, obtained a construction loan, retained a builder and began construction of a dwelling on the property.

On February 27, 2012, Interim Building Official Danny Weeden inspected the property and construction activities and posted a Stop Work Order because the Fords had no permit from the U.S. Fish and Wildlife Service as required due to the Service's delineation of this property as suitable habitat for the PKBM. Following issuance of the Stop Work Order, the contractor abandoned the construction project for other work. The Fords retained counsel and have requested the County make them whole for their asserted detrimental reliance on County staff representations.

BUDGETARY IMPACT:

Paid out of Fund 501, Account 239898

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has drafted both the Settlement Agreement and the Contract for Sale and Purchase.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Settlement Agreement

STATE OF FLORIDA
COUNTY OF ESCAMBIA

SETTLEMENT AGREEMENT BETWEEN
GREG AND FARRIS FORD
AND
ESCAMBIA COUNTY

Whereas, Escambia County desires to continue pursuit of an Area-Wide Programmatic Habitat Conservation Plan (AHCP) and associated Incidental Take Permit (ITP) for endangered species on Perdido Key; and

Whereas, the US Fish and Wildlife Service has not yet provided final approval of authority by issuance of the AHCP and ITP; and

Whereas, in early 2011, Escambia County staff represented to Greg and Farris Ford that there would be no Perdido Key Beach Mouse (PKBM) issues related to development of a single-family home at 755 Destin Court on Perdido Key; and

Whereas, Mr. and Mrs. Ford proceeded with the purchase of the property and took additional steps toward the construction of a single-family home on the site; and

Whereas, on January 13, 2012, Escambia County issued both a land use approval and a building permit for construction of a single-family home at 755 Destin Court; and

Whereas, the US Fish and Wildlife Service considers the lot to be suitable habitat for the PKBM; and

Whereas, Escambia County issued a stop work order on February 27, 2012; and

Whereas, the parties have reached a compromise position regarding the construction of the single-family home at 755 Destin Court and actions related thereto; and

Whereas, the parties desire to resolve this dispute short of litigation and avoid the time and resources involved in litigation; and

Whereas, this Agreement provides for an equitable solution for the parties.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties to this Agreement set forth as follows:

1. **Recitals.** The above recitals are agreed to be true and incorporated into this Agreement.

2. **Parties' Responsibilities.**

- A. Escambia County agrees to purchase and the Fords agree to sell to Escambia County, the subject real property at 755 Destin Court on Perdido Key, Florida for the amount of \$57,637.69. The parties shall close on the real property within sixty (60) days of the date of approval of this settlement agreement by the Board of County Commissioners. The conveyance shall be accomplished pursuant to the terms of the Sales Agreement, attached and incorporated with this Settlement Agreement as Exhibit A.
- B. The parties agree to provide and execute all documents and information necessary to proceed with closing as may reasonably be required to legally convey the real property.
- C. Escambia County additionally agrees to compensate the Fords for their losses related to construction in the amount of \$57,031.23.
- D. Escambia County additionally agrees to compensate the Fords for interest paid on the construction loan in the amount of \$251.29.
- E. Escambia County agrees to pay reasonable attorney's fees on behalf of the Fords to Thomas Tomasello in the amount of \$4,220.

3. **Release and Hold Harmless.** By entering this Agreement, and in consideration for the provisions herein, Greg and Farris Ford hereby acquit, release, exonerate, discharge, and hold harmless, Escambia County, its successors, legal representatives, agents, and assigns, of and from any and all obligation, liability or responsibility the County may have arising out of or related to their purchase and development of the real property at 755 Destin Court on Perdido Key. This paragraph shall become effective only at such time as the County fully satisfies its obligations in Paragraph 2 A herein above.

4. **No Admission.** This Agreement is given and accepted for the purpose of compromising disputed claims and avoiding the expense, inconvenience, and uncertainty of litigation. Nothing contained in this Agreement, nor any consideration given pursuant to it, shall constitute, be deemed, or be treated by any Party for any purpose as an admission of an act, omission, liability, or damages.

5. **Termination.** This Agreement may be terminated by the parties only in the event of default of this Agreement.

6. **Effective Date.** This Agreement shall become effective when executed by both parties to the Agreement.

7. **Liability.** No Party shall at any time indemnify the other or be responsible for negligent or tortious acts of any Party. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which state sovereign immunity applies and nothing herein shall be construed as consent by them to be sued by third parties in any matter arising out of this Agreement.

8. **Public Records.** The Parties acknowledge that this Agreement and any related plans, correspondence, and other documents related to the creation of this agreement may be subject to disclosure to any member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provision of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement. Nothing in this section shall be construed as a waiver of the Fords' attorney-client privilege.

9. **All Prior Agreements Superseded.**

A. This document incorporates and includes expressly and by reference all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained, referenced or incorporated into this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations of Agreements whether oral or written.

B. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10. **Headings.** Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

11. **Survival.** All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

12. **Governing Law.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida and venue shall be in the County of Escambia, State of Florida.

13. **Severability.** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

14. **Further Documents.** The Parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provision of this Agreement.

15. **No Waiver.** The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County by and through its Board of County Commissioners, signing by the through its Chairman, authorized to execute same, and Greg and Farris Ford, duly authorized to execute same.

COUNTY:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk to the Circuit Court

BY: _____
Deputy Clerk

BCC Approved: _____

This document approved as to form
and legal sufficiency
By [Signature]
Title County Attorney
Date 9/25/12

FORD:

Witness _____
Print Name _____ Greg Ford

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Greg Ford. He () is personally known to me, or () produced current _____ as identification.

(SEAL)

Signature of Notary Public

Printed Name of Notary Public

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Witness _____
Print Name _____ Farris Ford

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Farris Ford. She () is personally known to me, or () produced current _____ as identification.

(SEAL)

Signature of Notary Public

Printed Name of Notary Public

CONTRACT FOR SALE AND PURCHASE

THIS IS A CONTRACT for Sale and Purchase (Contract), between GREGORY E. FORD and FARRIS D. FORD, husband and wife, whose address is 6167 Don Carlos Drive, Pensacola, Florida 32507 (Sellers), and 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, (Buyer).

1. AGREEMENT. Sellers agree to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (Property) upon the terms and conditions stated in this Contract. Approval authorizing this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____.

2. PURCHASE PRICE; PAYMENT. The purchase price is Fifty-Seven Thousand Dollars (\$57,000.00) payable to Sellers at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date (Effective Date) of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within 30 days from the Effective Date of the Contract, Buyer shall examine title to the Property. If title is found to be defective in Buyer's opinion, Buyer shall notify Sellers in writing and specify the defects. If the defects render title unmarketable, Sellers have 120 days from receipt of Buyer's notice to remove the defects. Sellers shall, if title is found to be unmarketable, use diligent effort to correct the defects in title within the time provided in the Contract. If Sellers are unsuccessful in removing the defects within the time provided in the Contract, Buyer may accept title as it then stands or terminate the Contract.

5. SELLERS' AFFIDAVIT AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing an affidavit in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanics liens exceptions. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Sellers' Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. DOCUMENTS FOR CLOSING. Buyer's attorney must prepare and furnish all documents for closing including, but not limited to, the Contract for Sale and Purchase, Satisfaction of Conditions Precedent to Closing, Sellers' Affidavit, Settlement Statement, and Warranty Deed.



7. **COSTS AND EXPENSES.** Sellers and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Buyer); Title Insurance (Buyer); Survey (Buyer); Recording of Deed (Buyer); Buyer's Attorneys' Fees (Buyer); Sellers' Attorneys' Fees (Sellers); costs to cure title defects and encumbrances (Sellers).

8. **BROKERS.** Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

9. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

10. **CONVEYANCE AND TRANSFER OF TITLE.** Sellers shall convey title to the Property by Warranty Deed, the form of which is attached as Exhibit B, on or before 60 days from the Effective Date. Time is of the essence.

11. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents delivered to Buyer at the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502.

12. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

13. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuse to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

14. **ATTORNEY FEES; COSTS.** In connection with any litigation arising out of the Contract, each party is responsible for its own attorneys' fees and costs.

15. **SURVIVAL.** It is understood and agreed that all representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their

respective successors and assigns, until fully observed, kept or performed.

16. **ASSIGNABILITY.** Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

17. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Sellers until closing.

18. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

19. **OTHER AGREEMENTS.** This Contract is being executed in conjunction with a settlement agreement between the parties dated _____ 2012. No other prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

20. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

TO SELLERS:

Gregory E. Ford and
Farris D. Ford
6167 Don Carlos Drive
Pensacola, Florida 32507

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

21. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

22. **THIRD PARTY LEASES AND CONTRACTS.** Seller shall at closing furnish to Buyer releases or subordination from any mortgage or existing leases.

23. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

24. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

25. **ACCESS.** Upon prior notice to Seller, Buyer and Buyer's agents and representatives have the right of access to the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

26. **OCCUPANCY AND POSSESSION.** Seller warrants delivery of possession of the Property to Buyer at closing.

27. **CONDEMNATION.** Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, either Seller or Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

28. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT.** Seller agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Wilson B. Robertson, Chairman

Deputy Clerk

BCC Approved: _____

SELLERS:

Witness

Print Name

GREGORY E. FORD

Witness

Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2012,
by _____, who () is personally known to me, ()
produced current _____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

Witness

Print Name

FARRIS D. FORD

Witness

Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2012,
by _____, who is personally known to me,
produced current _____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

EXHIBIT A

Lot 6, Reflections, a subdivision of a portion of Section 35, Township 3 South, Range 32 West, Escambia County, Florida, according to plat recorded in Plat Book 16, Page 15, of the Public Records of said County.

EXHIBIT B

This Document Was Prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this ____ day of _____, 2012, by and between GREGORY E. FORD and FARRIS D. FORD, husband and wife, whose address is 6167 Don Carlos Drive, Pensacola, Florida 32507 (Grantors), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTORS, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida:

Lot 6, Reflections, a subdivision of a portion of Section 35, Township 3 South, Range 32 West, Escambia County, Florida, according to plat recorded in Plat Book 16, Page 15, of the Public Records of said County.

Parcel Identification Number: 353S320950000006 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2012 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTORS covenant with Grantee that at the time of delivery of this deed, Grantors were well seized of the Property; Grantors have good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantors fully warrant the title to the Property and will defend it against the lawful claims of all persons whomsoever.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTORS.

IN WITNESS WHEREOF, Grantors have signed and sealed these presents on the day and year first above written.

GRANTORS:

Witness _____
Print Name _____

Gregory E. Ford

Witness _____
Print Name _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
2012, by Gregory E. Ford, who () is personally known to me, () produced current
_____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

Witness _____
Print Name _____

Farris D. Ford

Witness _____
Print Name _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
2012, by Farris D. Ford, who () is personally known to me, () produced current
_____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public