

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

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

5. Commissioners' Forum.

6. Proclamations.

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

A. Adopt the Proclamation proclaiming, Sunday, November 4, 2012, as "International Project Management Day"; and

B. Ratify the Proclamation dated October 16, 2012, commending and extending the Board's appreciation to the Molino Mid-County Historical Society, Inc., for their commitment to provide and coordinate various community programs at the Molino Community Complex.

7. Retirement Proclamations.

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

A. The Proclamation commending and congratulating William E. Lawing, Division Manager, Facilities Management Department, on his retirement after 15 years of service; and

B. The Proclamation commending and congratulating Michael H. McCaleb, Maintenance Worker, Facilities Management Department, on his retirement after 8 years of service.

8. Written Communication:

September 28, 2012 - Email communication from Larry Downs, Jr., Owner, Pensacola Boxing Academy, requesting to speak to the Board in regard to amateur boxing rules and the Florida State Boxing Commission's intent to implement mandatory testing for HIV and hepatitis.

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 concerning the Fiscal Year 2012 Federal Transit Administration 5307 Grant Application by ECAT for mass transit project funding.

Recommendation: That the Board take the following action concerning the Fiscal Year 2012 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

A. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$2,939,734 in Federal assistance on mass transit projects;

B. Approve, or amend and approve, the Grant Application, after receiving comments at the Public Hearing;

C. Adopt the Resolution authorizing the Chairman or County Administrator to execute all appropriate documents for the processing and receipt of Federal funds from the FTA regarding this Grant; and

D. Authorize the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management System (TEAM), using the authorized passwords for the Chairman and the County Administrator, where necessary.

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. Effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the TEAM System.

11. 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 six reports prepared by the Clerk of the Circuit Court and Comptroller's Finance Department:

A. Payroll Expenditures for Pay Date October 26, 2012, in the amount of \$2,076,453.94;

B. The following two Disbursement of Funds:

(1) October 11, 2012, to October 17, 2012, in the amount of \$ 12,714,166.07; and

(2) October 18, 2012, to October 24, 2012, in the amount of \$3,239,912.89; and

C. The following three Budget Comparison Reports for 12 months, or 100%, of Fiscal Year 2011-2012:

(1) Summarized, by fund, *Budget to Actual Summary Report For the fiscal year 2012 as of September 30, 2012*;

(2) *Comparison of Actual Revenue & Expenditure to Prior Fiscal Year For fiscal year 2012 as of September 30, 2012*; and

(3) *Graph of General Fund Only Actual Revenues vs. Actual Expenditures October through September Two Year Comparison FY 2012 and FY 2011, as of September 30, 2012.*

2. Recommendation Concerning Transfer of Machinery and Equipment to the Sheriff's Office

That the Board approve the transfer of equipment and intangible computer software from the Board's Fixed Assets Inventory Records to the Escambia County Sheriff's Office, as of September 30, 2012, in the amount of \$4,886,326.73.

3. Recommendation Concerning Write-Off of Accounts Receivable for Emergency Medical Services

That the Board adopt the Resolution authorizing the write-off of \$1,795,355.11 in accounts receivable that have been recorded in the Emergency Medical Services (EMS) Fund of the County and have been determined to be uncollectible bad debts.

4. Recommendation Concerning Acceptance of the Sheriff's Annual Investment Report

That the Board accept, for filing with the Board's Minutes, the *2012 Annual Investment Report*, as provided by the Honorable David Morgan, Escambia County Sheriff, and received in the Clerk to the Board's Office on October 24, 2012.

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

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

A. Approve the Minutes of the Regular Board Meeting held October 18, 2012;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 18, 2012; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held October 11, 2012.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on October 8, 2012

That the Board take the following action concerning the rezoning cases heard by the Planning Board on October 8, 2012:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2012-22, Z-2012-23, Z-2012-24 and Z-2012-25 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-2012-22**
Address: 1610 N "Q" Street
Property Reference No.: 17-2S-30-1300-002-007
Property Size: 1.41(+/-) acres
From: R-2 Single-Family District (Cumulative), Low-Medium Density/
R-3 One-Family and Two-Family District, (Cumulative) Medium Density
To: R-5 Urban Residential/Limited Office District, (Cumulative) High Density
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 3
Requested by: Jimmie L. Black, Jr., Agent for New Birth Baptist Church of Pensacola
Planning Board Recommendation: Approval
Speakers: Jimmie L. Black, Jr., Pastor Floyd Peacock, Maurice Willis

2. Case No.: **Z-2012-23**
Address: 1926 Creighton Road
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 4
District:
Requested by: Michael Russo Agent for Edna Munro, Owner
Planning Board Approval
Recommendation:
Speakers: Michael Russo, Agent

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 (one unit per five acres)
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 T. Brown and L. Kathleen Horton-Brown
Planning Board Approval
Recommendation:
Speakers: Wiley C. "Buddy" Page

4. Case No.: Z-2012-25

Address: 617 N. 70th Ave. and 7008 W. Jackson St.
Property Reference No.: 11-2S-31-5410-001-001;11-2S-31-5410-000-000
Property Size: 53 (+/-) acres
From: R-2, Single-Family District (Cumulative), Low-Medium Density
To: C-2NA, 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
Planning Board Denial
Recommendation:

Speakers: Freddy Powell, Nancy Clark, Keith Clark

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on October 8, 2012, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - Recommendation Concerning the Review of the Comprehensive Plan Small Scale Amendment

That the Board of County Commissioners (BCC) review and adopt a Comprehensive Plan Small Scale Amendment - SSA 2012-03; amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended; amending the Future Land Use Map designation.

The Planning Board recommended approval of this Small Scale Amendment.

4. 5:47 p.m. - A Public Hearing Concerning the Review of the Land Development Code, Article 2, Administration

That the Board of County Commissioners (BCC) review and adopt an LDC 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.

The Planning Board recommended confirming its decision last month to reject the Ordinance.

II. Action Item

1. Recommendation Concerning Final Plat Walker Subdivision Permit #110200003

That the Board take the following action concerning recording of the Final Plat of Walker Subdivision (a 22-lot, single-family residential subdivision), located in the Pine Forest Community on Ashland Avenue, owned and developed by the Poarch Band of Creek Indians; Prior to recording, the County Engineer, County Surveyor, Development Services Director, and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E of the Escambia County Land Development Code. Also, prior to recording, the County Surveyor must sign the Final Plat as set forth in Chapter 177.081(1), Florida Statutes:

A. Approve the final plat for recording;

B. Approve the street name "McGhee Drive";

C. Accept all public easements, drainage improvements within public easements/public parcels, as depicted upon the final plat for permanent County maintenance subject to the transfer of the stormwater system to operation and maintenance phase through the water management district. The costs of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit);

D. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement for Streets and Drainage Improvements without Surety; and

E. Approve Items A through D subject to the County Engineer's approval and condition on receipt of the ECUA (Emerald Coast Utilities Authority) Acceptance Letter within 30 days of BCC Recommendation Approval.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

Thursday, December 6, 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 November 5, 2012:

- 1. Case No.: Z-2012-09**
Address: 2006 Border St.
Property Reference No.: 16-1S-30-2300-001-023
Property Size: 2.23 (+/-) acres
From: R-5, Urban Residential/Limited Office District (cumulative)/ID-1, Light Industrial (cumulative) (no residential uses allowed)
To: ID-1, Light Industrial (cumulative) (no residential uses allowed)
FLU Category: MU-U, Mixed Use Urban
Commissioner District: 3
Requested by: Wiley C. "Buddy" Page, Agent for Evans Contracting, Owner
- 2. Case No.: Z-2012-26**
Address: 85 Stone Blvd.
Property Reference No.: 14-1N-31-1001-007-002
Property Size: 9.95(+/-) acres
From: ID-CP, Commerce Park District (cumulative)
To: ID-2, General Industrial District (non-cumulative)
FLU Category: I, Industrial
Commissioner District: 5
Requested by: Wiley C. "Buddy" Page, Agent for Michael Oneill, Owner
- 3. Case No.: Z-2012-27**
Address: 124 Massachusetts Ave.

Property Reference No.: 46-1S-30-2001-007-011
Property Size: .68(+/-) acres
From: R-6, Neighborhood Commercial and Residential District (cumulative) High Density
To: C-2, General Commercial and Light Manufacturing District (cumulative)
FLU Category: MU-U, Mixed Use Urban
Commissioner District: 3
Requested by: Larry Richardson, Agent for John Hawkins, Jr.

B. 5:46 p.m. - A Public Hearing - Small Scale Comprehensive Plan Amendment
SSA-2012-04

C. 5:47 p.m. - A Public Hearing - Small Scale Comprehensive Plan Amendment
SSA-2012-05

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition of Property for the Office of the State Attorney - Charles Bourne, IT Director for the Office of the State Attorney, 1st Circuit

That the Board approve the two Requests for Disposition of Property Forms for the Office of the State Attorney for property which is described and listed on the forms, with reason for disposition stated. The Information Technology (IT) equipment is outdated, broken, or cannibalized and is no longer serviceable.

2. Recommendation Concerning the Verizon Wireless In-building Agreement for the Public Safety Building - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Verizon Wireless In-building Agreement:

A. Approve the Agreement for Verizon Wireless to install, maintain, and operate an in-building coverage system for use with Verizon Wireless Service at the Public Safety Department facility for the benefit of the Emergency Operations Center at no cost to the County; and

B. Authorize the Acting County Administrator to sign the Agreement.

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

That the Board approve the two Request for Disposition of Property Forms for the Public Safety Department for property which is described and listed on the Request Forms, with reason for disposition stated. This property is to be auctioned as surplus or properly disposed of.

4. Recommendation Concerning a Resolution Supporting an Application to the Florida Department of Environmental Protection for the 2013-2014 Florida Beach Erosion Control Program Budget for the Perdido Key Nourishment Project - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the Chairman's signature and adopt the Resolution supporting an application to the Florida Department of Environmental Protection (FDEP) for State funds under Section 161.091, Florida Statutes, for the 2013-2014 Florida Beach Erosion Control Program Budget to be allocated for the Perdido Key Beach and Dune Restoration Project.

[Funding: No direct budgetary impact at this time; however, there will be a local match required when the Perdido Key Nourishment Project is constructed and for continued maintenance of the project post-construction to maximize eligibility for FEMA funds in the event of a declared disaster. Construction is projected to be in the fall of 2014 pending identification of a local funding source.]

5. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for an Outdoor Veteran's Remembrance Ceremony - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to 11:00 p.m., for the outdoor Veteran's Remembrance Ceremony being held at Louie's Tavern, 271 Molino Road, Molino, Florida, on Saturday, November 10, 2012, from 7:00 p.m. to 11:00 p.m.

6. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the New Year's Eve Fireworks Display Launched from a Floating Platform Near the Portofino Pier on Pensacola Beach - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the New Year's Eve fireworks display, sponsored by the Portofino Island Resort on Pensacola Beach, from 11:59 p.m., December 31, 2012, to 12:10 a.m., January 1, 2013.

7. Recommendation Concerning Appointments to the West Florida Regional Library Blue Ribbon Task Force Committee - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action regarding appointments to the West Florida Regional Library Blue Ribbon Task Force Committee:

A. Confirm the appointment of D. Auriette Hahn Lindsey, selected by District 2 Commissioner Gene M. Valentino as his district representative, effective November 1, 2012, through July 31, 2013; and

B. Confirm the appointment of Gabriela J. Galescu, selected by District 4 Commissioner Grover C. Robinson, IV, as his district representative, effective November 1, 2012, through July 31, 2013.

8. Recommendation Concerning Workforce Escarosa Workforce Services Plan for Fiscal Years 2012-2016 - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Workforce Escarosa Workforce Services Plan for Fiscal Years 2012-2016.

(A COPY OF THE WORKFORCE ESCAROSA WORKFORCE SERVICES PLAN IS AVAILABLE FOR REVIEW IN THE CLERK'S OFFICE AND AT [HTTP://WWW.WORKFORCEESCAROSA.COM/LOCAL_PLANS.HTML](http://www.workforceescarosa.com/local_plans.html).)

9. Recommendation Concerning the Acceptance of a Parcel of Real Property Located in Camshire Meadows Subdivision from Pensacola Habitat for Humanity, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a parcel of real property in Camshire Meadows Subdivision from Pensacola Habitat for Humanity, Inc., for stormwater drainage:

A. Authorize staff to negotiate and resolve any matters related to, or associated with, the acceptance of the donation of a parcel of real property (approximately 451 square feet or 0.01 acres) located in the Camshire Meadows Subdivision, from Pensacola Habitat for Humanity, Inc., for stormwater drainage purposes, and to gather information and conduct inspections as needed to allow the Board's acceptance of the real property; and

B. Authorize the Chairman or Vice Chairman to accept the Deed as of the day of delivery of the Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

Camshire Meadows Subdivision, which is owned and was developed by Pensacola Habitat for Humanity, Inc., is a platted subdivision located north of Gulf Beach Highway between Weller and Wade Avenues. Meeting in regular session on March 17, 2011, the County accepted the roads and stormwater drainage improvements (including retention ponds) for permanent County maintenance and the plat was recorded in Plat Book 19, at Page 15, of the Public Records of Escambia County, Florida. Lot 1, Block "D" of said subdivision is still owned by Habitat and is located adjacent to the County retention pond parcel (Parcel "B"). Habitat had a boundary survey performed for Lot 1, Block "D", which indicated that a portion of the pond slope and the fence were actually located within the boundaries of Lot 1. Habitat has reviewed its options and is requesting that the Board accept the portion of Lot 1 (approximately 451 square feet or 0.01 acres) being encroached upon as shown on the boundary survey.

10. Recommendation Concerning Escambia County Area Transit Proposed Service Route Modifications for Routes 59A and 59 Express - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the proposed schedule and service route modifications for Routes 59A and the 59 Express, to be effective November 11, 2012.

The service changes proposed at this time are an adjustment to existing routes to improve the service, increase the fare box recovery, and qualify more of the service between NAS, Corry Station, Downtown, and Cordova Mall for funding through the existing multi-year Florida Department of Transportation (FDOT) Service Development Grant.

[Funding: No additional cost to the County will result from this action. This Project is funded by a Service Development Joint Participation Agreement (JPA) and is included in the Fiscal Year 2013 budget]

Escambia County Area Transit (ECAT) staff met with Master Chief Dolan in June to discuss these routes and to request input from the NAS and Corry Station leadership. In addition, drivers and supervisors were asked for their suggestions and ideas for improving the routes. The preliminary routes were given a "test drive" by the bus operators, and adjustments were made to the running times. On October 11, 2012, a public meeting was held at Corry Station to announce the proposed changes, answer questions from the enlisted men and women, and to allow ECAT staff to make a connection with the Officers who are in charge of orientation and training for new recruits. Another Public Meeting was held October 17th, 2012, at the Escambia County Central Office Complex, across the street from ECAT, to explain the reasoning for the modifications and to solicit feedback from the ridership and the community.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Acceptance of Property Located in Mirabelle Phase 3 Subdivision, from JBL Properties, Ltd. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of property located in Mirabelle Phase 3 Subdivision, from JBL Properties, Ltd., for stormwater retention purposes:

A. Authorize staff to negotiate and resolve any matters related to, or associated with, the acceptance of property, approximately 2.111 acres, from JBL Properties, Ltd., and to gather information and conduct inspections as needed to allow the Board's acceptance of the real property;

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for stormwater drainage purposes, and the County benefits from the acceptance of this property because it facilitates a properly functioning drainage system, which enhances the safety and well-being of the citizens of Escambia County;

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

D. Authorize staff to prepare and the Chairman or Vice Chairman to accept the Deed as of the day of delivery of the Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

Mirabelle Phase 3 is a platted, fifty-lot subdivision located east of North Davis Highway and west of Ellyson Industrial Park, which was developed by JBL Properties, Ltd., and recorded in Plat Book 15, at Page 60, of the Public Records of Escambia County, Florida. Meeting in regular session on March 26, 1996, the County accepted the roads and stormwater drainage improvements and agreed to accept a deed to the retention pond for permanent County maintenance. County staff has been maintaining the roads and stormwater drainage, including the retention pond, since the Board's acceptance. A recent search of the Public Records indicated that a properly executed Deed for the retention pond parcel was never recorded and the portion of the retention pond in Phase 3 is still in the name of JBL Properties, Ltd. JBL Properties, Ltd., has requested that the County accept a Quit Claim Deed for the retention pond, as shown on the Plat of Mirabelle Phase 3 Subdivision. Staff has prepared, and JBL Properties, Ltd., has executed a Quit Claim Deed for the retention pond parcel (approximately

2.111 acres) located in the Mirabelle Phase 3 Subdivision.

2. Recommendation Concerning the Agreement between Escambia County and the Santa Rosa Island Authority to Transfer Improvement Funds for Landscaping - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign the Agreement between Escambia County, Florida, and the Santa Rosa Island Authority (SRIA), relating to the transfer of Improvement Funds to the County, up to \$500,000, for the County to bid and execute the Contract with the successful bidder for landscaping and palm tree planting. The County will oversee the landscaping and palm tree planting and will make decisions and determinations regarding procurements, vegetation type, vegetation placement, engineering, and other similar activities related to the project.

3. Recommendation Concerning Approval of the 2012-2013 Home Investments Partnerships Act (HOME) Program Interlocal Agreements with the City of Pensacola and Santa Rosa County - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning implementation of the 2012 Home Investments Partnership Act (HOME) Program Grant (#M-12-DC-12-0225):

A. Approve the HOME Program Interlocal Agreement with the City of Pensacola, providing for the utilization of \$205,158 in 2012 HOME funds, to support approved Substantial Housing Rehabilitation/Reconstruction assistance and related project management activities within the City of Pensacola, with an effective date of November 1, 2012;

B. Approve the HOME Program Interlocal Agreement with Santa Rosa County, providing for the utilization of \$150,368 in 2012 HOME funds, to support approved homebuyer assistance and related project management activities within Santa Rosa County, with an effective date of November 1, 2012; and

C. Authorize the Chairman or Vice Chairman to execute the Interlocal Agreements and all documents required to implement HOME project activities.

[Funding: Fund 147/HOME, Cost Center 220449]

4. Recommendation Concerning the Lease Agreement and Addendum with Venture Oil & Gas, Inc., Laurel, Mississippi, for Oil, Gas, and Mineral Release - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning approval of the Oil, Gas, and Mineral Lease Agreement and Addendum to Oil, Gas, and Mineral Release Lease, between Venture Oil & Gas, Inc., Laurel, Mississippi, and Escambia County :

A. Approve the Lease Agreement and the Addendum, for a lease of four acres, more or less, and a term of three years which will generate \$125 per acre and 1/5 production royalties; and

B. Authorize the Chairman to sign the Agreement and Addendum.

[Funding: Revenue will be deposited into the General Fund (001) in an account to be established.]

5. Recommendation Concerning Supplemental Budget Amendment #011 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #011, Other Grants and Projects Fund (110) in the amount of \$36,156, to recognize proceeds from the Florida Department of Health, and to appropriate these funds for the improvement and expansion of pre-hospital Emergency Medical Services (EMS) in Escambia County.

6. Recommendation Concerning Supplemental Budget Amendment #014 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #014, Other Grants and Projects Fund (110) in the amount of \$144,026, to recognize proceeds from the Office of the State Courts Administrator (OSCA), and to appropriate these funds for drug court expansion activities in Escambia County.

7. Recommendation Concerning Supplemental Budget Amendment #020 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #020, Other Grants and Projects Fund (110) in the amount of \$934,320, to recognize proceeds from various law enforcement Grants, and to appropriate these funds for law enforcement activities with the Escambia County Sheriff's Department.

8. Recommendation Concerning Supplemental Budget Amendment #021 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #021, General Fund (001) and Community Redevelopment Fund (151) in the amount of \$1,444, to recognize an adjustment to the Escambia County Tax Increment Financing (TIF) Districts. This adds \$59,933 to reserves for operating and appropriates an additional \$1,444 for the County TIF Areas as well as a reduction of \$61,377 in the allocation to the City TIF Areas based on the final certification of property values.

9. Recommendation Concerning PD 12-13.001 Continuing Contract for Bridges, Docks and Boat Ramps - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning PD 12-13.001, Continuing Contract for Bridges, Docks and Boat Ramps:

A. Award PD 12-13.001, Continuing Contract for Bridges, Docks, and Boat Ramps, to Davis Marine Construction, Inc., Gulf Marine Construction, Inc., and M&J Construction Company of Pinellas County, Inc.;

B. Approve Purchase Orders in excess of \$50,000 for projects awarded under the terms and conditions of PD 12-13.001, for Fiscal Year 2012-2013; and

C. Authorize the Acting County Administrator to sign the Contracts.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #13EN2188]

10. Recommendation Concerning Approval of Miscellaneous Appropriation Agreements for Fiscal Year 2012/2013 for Outside Agencies - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve 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. - \$50,000*;
2. Naval Aviation Museum Foundation, Inc. - \$100,000;
3. Liberty Sertoma Club, Inc., d/b/a Sertoma's Fourth of July - \$75,000;
4. St. Michael's Cemetery Foundation of Pensacola, Inc. - \$25,000; and
5. Frank Brown International Foundation for Music, Inc. - \$40,000;

B. Authorize the Chairman to sign the Agreements and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

*Includes \$25,000 for the documentary, Belmont Devilliers: The Making of a Neighborhood, carried over from Fiscal Year 2011/2012.

11. Recommendation Concerning PD 11-12.064, Jaunita Williams Park Parking Lot & Dock - Amy Lovoy, Management and Budget Services Department Director

That the Board award the Contract PD 11-12.064, Jaunita Williams Park Parking Lot & Dock, to Starfish, Inc., of Alabama, in the amount of \$136,626.25.

[Funding: Fund 151, Community Redevelopment Fund, Cost Center 220516, Object Code 56301]

12. Recommendation Concerning a Letter of Agreement between Baptist Health Care Corporation and Escambia County for Baker Act Services - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Letter of Agreement between Baptist Health Care Corporation and Escambia County in order for Baptist Hospital to provide Baker Act services to the County at no cost, from December 1, 2012, through November 30, 2014.

13. Recommendation Concerning a Letter of Agreement between Escambia County and the Agency for Health Care Administration (AHCA) in the Amount of \$1,400,000 on Behalf of Baptist Hospital - Amy Lovoy, Management and Budget Services Department Director

That the Board ratify the Chairman's signature and approve the Letter of Agreement between Escambia County and the Agency for Health Care Administration (AHCA), in the amount of \$1,400,000, effective July 1, 2012, through June 30, 2013, to buy back Medicaid reimbursement rates on behalf of Baptist Hospital.

This Agreement had to be sent to AHCA by October 31, 2012. Since there were no available Board meetings prior to this deadline, the Chairman signed the Agreement in order to meet the deadline.

Funds are available in the General Fund since Baptist Hospital will be providing Baker Act services on behalf of Escambia County for two years at no cost to the County.

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

III. For Discussion

1. Recommendation Concerning an Appointment to the Area Housing Commission - Larry M. Newsom, Acting County Administrator

THE RECOMMENDATION AND BACKUP WILL BE DISTRIBUTED UNDER SEPARATE COVER.

2. Recommendation Concerning Funding for the Northwest Florida Regional Library - Larry M. Newsom, Acting County Administrator

That the Board readdress and clarify the action approved by the Board on October 18, 2012, concerning funding for the Northwest Florida Regional Library, authorizing the County Administrator to reduce the Purchase Order for the City of Pensacola by the amount necessary to provide staffing to all the branches in the unincorporated areas of Escambia County at the same level as the branch in the City with the greatest operating hours. The Purchase Order was approved, in the amount of \$3,152,425, to be paid from the General Fund (001).

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Payment of the Order of Enforcement Entered on April 26, 2011 Requiring ATU Local 1395 to Pay the County Attorneys Fees and Costs as Ordered by the Public Employees Relations Commission (PERC).

That the Board take the following action:

A. Approve the terms of the proposed settlement agreement and authorize the Chairman to execute the attached settlement agreement; and

B. Authorize the Office of the County Attorney to move for a stay of the pending litigation until the terms of the settlement agreement can be fulfilled.

2. Recommendation Concerning the Scheduling of a Public Hearing on November 15, 2012, at 5:36 p.m., for Consideration of Amending the Nuisance Abatement Municipal Services Benefit Unit Ordinance.

That the Board authorize scheduling a Public Hearing on November 15, 2012, at 5:36 p.m., for consideration of amending the nuisance abatement municipal services benefit unit ordinance.

II. For Discussion

1. Recommendation Concerning the County Administrator's Position

That the Board discuss whether it wishes to take any action concerning the County Administrator's position.

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3431

Proclamations 6.

BCC Regular Meeting

Meeting Date: 11/01/2012

Issue: Adoption/Ratification of Proclamations

From: Larry M. Newsom, Acting 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 two Proclamations:

A. Adopt the Proclamation proclaiming, Sunday, November 4, 2012, as "International Project Management Day"; and

B. Ratify the Proclamation dated October 16, 2012, commending and extending the Board's appreciation to the Molino Mid-County Historical Society, Inc., for their commitment to provide and coordinate various community programs at the Molino Community Complex.

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 11-01-2012

PROCLAMATION

WHEREAS, "International Project Management Day" is an opportunity for Escambia County to recognize the achievements of its Project Managers and the benefits of their contributions to Escambia County's citizens; and

WHEREAS, "International Project Management Day" is intended to encourage project-based organizations worldwide or organizations who utilize project management methodologies to schedule some type of recognition event within their organizations or to coordinate locally with others to truly demonstrate appreciation for the achievements of Project Managers and their teams; and

WHEREAS, it is important to take time and think about the contributions of these Project Managers and their teams who work diligently with care and professionalism to provide us with the infrastructure and other amenities which enhance our lives – much of which will endure for future generations to enjoy.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, joins other cities, counties, and states in proclaiming Sunday, November 4, 2012, as

"INTERNATIONAL PROJECT MANAGEMENT DAY"

BE IT FURTHER PROCLAIMED, that the Escambia County Board of County Commissioners is proud of its outstanding Project Managers and all of their accomplishments and encourages the citizens of Escambia County to recognize the contributions of Project Managers within our County and to recognize how their achievements enhance our quality of life.

**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: November 1, 2012

PROCLAMATION

WHEREAS, today, October 17, 2012, the Board of County Commissioners of Escambia County, Florida, celebrates the Grand Opening of the Molino Community Complex, which houses a Community Center, the Molino Mid-County Historical Museum, and the Molino Branch of the West Florida Library System; and

WHEREAS, the Molino Mid-County Historical Society, Inc., a non-profit entity, was organized for the purpose of cultivating programs and organizing activities to teach and educate the surrounding communities regarding the heritage and historical significance of the various communities that make up the Molino Mid-County area for the citizens of Escambia County; and

WHEREAS, the Molino Community Complex shall provide a safe, accessible, and affordable location for Escambia County residents to learn, recreate, and participate in various activities and programs; and

WHEREAS, the Molino Mid-County Historical Society, Inc., has committed to manage and administer cultural activities and social and educational programs on behalf of the residents of Escambia County at the Molino Community Complex; and

WHEREAS, historical, community, and recreational activities are vitally important in establishing and maintaining a high quality of life in our communities, ensuring the health of citizens, assisting in developing and promoting a healthy population, and contributing to the well-being of the community.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and extends its appreciation to the Molino Mid-County Historical Society, Inc., for their commitment to provide and coordinate various community programs at the Molino Community Complex.

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



Wilson B. Robertson, Chairman
District One

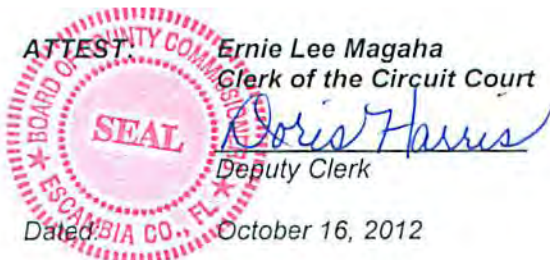
Gene M. Valentino, Vice Chairman
District Two

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: October 16, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3428

Proclamations 7.

BCC Regular Meeting

Meeting Date: 11/01/2012

Issue: Recommendation Concerning the Adoption of Retirement Proclamations - Ron Sorrells, Human Resources Department Director

From: Ron Sorrells, Human Resources Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

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

A. The Proclamation commending and congratulating William E. Lawing, Division Manager, Facilities Management Department, on his retirement after 15 years of service; and

B. The Proclamation commending and congratulating Michael H. McCaleb, Maintenance Worker, Facilities Management Department, on his retirement after 8 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 Proclamation 120112

PROCLAMATION

WHEREAS, William E. Lawing worked as a County employee very faithfully for 15 years, retiring as a Division Manager 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 William E. Lawing on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to William E. Lawing for 15 years of faithful and dedicated service as a County employee.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBLA 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: November 1, 2012

PROCLAMATION

WHEREAS, Michael H. McCaleb worked as a County employee very faithfully for 8 years, retiring as a Maintenance Worker 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 Michael H. McCaleb on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Michael H. McCaleb for 8 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: November 1, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3398

Written Communication 8.

BCC Regular Meeting

Meeting Date: 11/01/2012

Issue: Written Communication - Larry Downs, Jr.

From: Larry M. Newsom, Acting County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

September 28, 2012 - Email communication from Larry Downs, Jr., Owner, Pensacola Boxing Academy, requesting to speak to the Board in regard to amateur boxing rules and the Florida State Boxing Commission's intent to implement mandatory testing for HIV and hepatitis.

BACKGROUND:

N/A

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

E-mail from Larry Downs, Jr.

From: Larry Downs Jr. [mailto:ldjrplumbing@aol.com]

Sent: Friday, September 28, 2012 9:35 AM

To: Ilauna B. Brazwell

Subject: Requesting Permission to speak to the Commission Regarding Mandatory Blood Work for Amateur Boxers on October 11, 2012

My name is Larry Downs, Jr., owner of Pensacola Boxing Academy and MMA. I am requesting permission to speak to the Commission in regards to the amateur boxing rules and the Florida State Boxing Commission's intent to implement mandatory testing for HIV and hepatitis. The intent of the Florida Boxing Commission to make mandatory testing required for amateur boxing athletes will have a negative economic impact to our state and the amateur boxing program, due to the fact that USA Boxing does not require testing for HIV, hepatitis or any other type of blood work testing. Currently, USA Boxing does not require blood testing in any of the 50 states. I have talked to Lynette Smith, the secretary of USA Boxing and many others in the amateur boxing community and there has never been a documented or undocumented transfer of HIV or hepatitis from one amateur boxer to another amateur boxer of any kind. The Florida Boxing Commission and its Executive Director, Thomas Molloy, intend to make blood testing mandatory for amateur boxing athletes. This will have an adverse economic impact on all of the communities of Florida, due to the fact that tournaments and regional competitions are held in Florida, where many and sometimes the majority of amateur boxers come from other states to compete here in Florida. If blood testing is made mandatory, then out of state amateur athletes and many in-state amateur athletes and their coaches, friends and family will not attend amateur boxing tournaments and competitions held in our state. Many of these out of state athletes, coaches, friends and family currently attend events and tournaments in our state bringing with them team members, coaches, officials, friends and family that spend their money in our communities by way of hotel rentals, shopping, vacation time while they are here and patronize many restaurants and other local businesses. USA Boxing and its members and volunteers generate revenue for many corporations and small businesses in the great state of Florida. In the past 3 and a half years alone, Pensacola, Florida has hosted numerous USA Boxing events and 2 regional advancing tournaments, in which the majority of amateur boxers that competed were from out of state, as well as their friends and family. Amateur boxers from as far away as Louisiana and the north part of Tennessee have attended and competed in these amateur events. I have talked with many out of state coaches and USA Boxing teams that will not attend any future events or tournaments in the state of Florida if blood testing is made mandatory in the state of Florida. If the Florida State Boxing Commission or the Department of Business and Professional Regulations implements HIV and hepatitis testing for amateur boxing athletes, it will have a huge economic impact to the communities in the state of Florida that supports USA Boxing and the amateur programs. The statistics support no need for this testing and the implementation of this rule or policy. I believe the Florida State Boxing Commission, DBPR staff or the Executive Director, Thomas Molloy, are planning on implementing the testing requirements in the near future. There will be unintended consequences to the amateur boxing communities in the state of Florida. I know for a fact that in the Florida Boxing Commission rules workshop meetings that I have attended and with the many discussions that I have had, there have been many citizens in the state of Florida that have stated to the DBPR staff, the Executive Director and the Florida Boxing Commission that there is no need for this mandatory testing of amateur boxing athletes, including one on the

Florida State Boxing Commission's referees, Frank Genteel. There has been no evidence presented in any of these rules workshops or Commission meetings by the DBPR staff, Executive Director, Thomas Molloy or the Florida State Boxing Commission that this mandate is needed. I would be in favor and support of blood testing for amateur boxing athletes, if there was or has ever been an issue that would put amateur boxing athletes at risk. The fact is, there is no more risk associated with amateur boxers of the transfer of blood borne diseases, than many other amateur sports that do not require blood testing, such as, Tai Kwan Do, karate, jiu jitsu, submission grappling, wrestling, basketball, football, hockey, soccer, etc. Amateur boxing has safety equipment that greatly minimizes the risk, such as, bigger boxing gloves, head gear, safety rules and good referees, which also limits the risks to virtually zero. My two sons and my daughter have competed in USA Boxing events for over 12 years and I would never put them in harms way. I believe amateur boxing is safe and relatively risk free, as compared to other amateur sports. Again, I am requesting to speak before the Commission on behalf of Pensacola Boxing Academy, a USA Boxing registered club, as well as the amateur boxing communities in the state of Florida, in regards to the devastating impact this blood testing requirement will have on the amateur boxing community and many businesses and communities in the state of Florida. I am also requesting that the Florida State Boxing Commission to please not implement blood testing for amateur boxing athletes for all the above listed reasons.

Thank You,

Larry Downs, Jr.
Owner
Pensacola Boxing Academy



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3284

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 11/01/2012

Issue: FY 2012 Federal Transit Administration (FTA) 5307 Grant Application by ECAT for Mass Transit Project Funding

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing concerning the Fiscal Year 2012 Federal Transit Administration 5307 Grant Application by ECAT for mass transit project funding.

Recommendation: That the Board take the following action concerning the Fiscal Year 2012 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

- A. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$2,939,734 in Federal assistance on mass transit projects;
- B. Approve, or amend and approve, the Grant Application, after receiving comments at the Public Hearing;
- C. Adopt the Resolution authorizing the Chairman or County Administrator to execute all appropriate documents for the processing and receipt of Federal funds from the FTA regarding this Grant; and
- D. Authorize the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management System (TEAM), using the authorized passwords for the Chairman and the County Administrator, where necessary.

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. Effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the 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. Effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the TEAM System.

PROGRAM OF PROJECTS

The Project budget was developed in accordance with the latest Pensacola Urbanized Area Transportation Improvement Plan Update adopted by the Florida-Alabama Transportation Planning Organization (TPO). The budget for this grant application follows:

Items	Project Cost
Preventative Maintenance	\$1,664,330
ADA	\$ 293,973
Project Administration	\$ 100,000
Other Capital Expenditures	\$ 881,431
Total Budget	\$2,939,734

This proposed Program of Projects, including any amendments, becomes the final Program of Projects when approved by the Board of County Commissioners after receiving comments at the scheduled public hearing.

BUDGETARY IMPACT:

The FY 2012 Capital Grant Application has been included in the approved FY 2012 County Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The required Certifications and Assurances have been filed electronically with the FTA. Kristin Hual, Assistant County Attorney, reviewed and approved the resolution as to form and legal sufficiency on September 20, 2012.

PERSONNEL:

No additional personnel will be required by ECAT.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

ECAT personnel will electronically file all required documentation. ECAT staff will coordinate with FTA, FDOT, and Transportation and Traffic Operations for all necessary funding activities covered by this grant application.

Attachments

Resolution

FY 2012 FTA Grant Application

RESOLUTION NUMBER R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects and budget; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including a provision by it of the local share of project costs in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; and

WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with these projects, and that definite procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

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 Chairman of the Escambia County Board of County Commissioners or the County Administrator is authorized to execute and file applications with the U.S. Department of Transportation for aid in financing the planning and capital assistance program of projects and budget (FY12) pursuant to Chapter 53 of Title VI of the Title 49, U.S. Code on behalf of Escambia County

SECTION 3. That the County Administrator is authorized to execute and file with such applications an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

SECTION 4. That the General Manager, Escambia County Area Transit, is authorized to file the Grant Application, Execution, and any amendments or other documents

required by the U.S. Department of Transportation for the administration of this grant project, utilizing the Federal Transportation Electronic Award and Management (TEAM) system.

SECTION 5. That the County Administrator is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application for the program of projects and budget.

SECTION 6. That the County Administrator is authorized to set forth and execute affirmative minority business policies in connection with the program of projects and budgeted procurement needs.

SECTION 7. That the Chairman of the Escambia County Board of County Commissioners is authorized to execute grant agreements for aid in financing the planning and capital assistance program of projects and budget (FY12) on behalf of Escambia County.

SECTION 8. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____ 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: *[Signature]*
Title: *ACA*
Date: *9/20/12*

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Application

Recipient ID:	1092
Recipient Name:	ESCAMBIA CO BD OF COMMISSIONERS
Project ID:	FL-90-X812
Budget Number:	1 - Budget Pending Approval
Project Information:	FY2012 CAPITAL PROJECTS FUNDING INC

Part 1: Recipient Information

Project Number:	FL-90-X812
Recipient ID:	1092
Recipient Name:	ESCAMBIA CO BD OF COMMISSIONERS
Address:	221 PALAFOX PLACE SUITE 400, PENSACOLA, FL 32502 1591
Telephone:	(850) 595-3228
Facsimile:	(850) 595-3222

Union Information

Recipient ID:	1092
Union Name:	AMALGAMATED TRANSIT UNION, LOCAL 1395
Address 1:	3300 North Pace Boulevard
Address 2:	Suite 326
City:	Pensacola, FL 32505
Contact Name:	Mike Lowery
Telephone:	(850) 341-4068
Facsimile:	(850) 433-0596
E-mail:	atu1395@aol.com
Website:	

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$2,939,734
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Project Number:	FL-90-X812	Adjustment Amt:	\$0
Project Description:	FY2012 CAPITAL PROJECTS FUNDING INC	Total Eligible Cost:	\$2,939,734
Recipient Type:	County Agency	Total FTA Amt:	\$2,939,734
FTA Project Mgr:	Valencia Williams - 404-865-5634	Total State Amt:	\$0
Recipient Contact:	Kim Hansen 850-595-3228 ext. 217	Total Local Amt:	\$0
New/Amendment:	New	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20507	Special Condition:	None Specified
Sec. of Statute:	5307-2	S.C. Tgt. Date:	None Specified
State Appl. ID:	n/a	S.C. Eff. Date:	None Specified
Start/End Date:	Nov. 01, 2012 - Sep. 30, 2015	Est. Oblig Date:	None Specified
Recvd. By State:		Pre-Award Authority?:	Yes
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Aug. 02, 2012		
Program Page:	928		
Application Type:	Electronic		
Supp. Agreement?:	Yes		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
129570	PENSACOLA, FL-AL

Congressional Districts

State ID	District Code	District Official
12	1	Jeff Miller

Project Details

Escambia County, FL requests FY2012 Capital Assistance using 5307 funds allocated in FY 2012. Requested funds total \$2,939,734.

Escambia will use these funds to purchase services and facility maintenance enhancement/renovation projects. Additionally, funds are requested for FY12 & FY13 Capital Preventive Maintenance costs, FY12 ADA Paratransit

costs.

ADA Paratransit service is currently provided through a service contract with Pensacola Bay Transportation, the local Community Transportation Coordinator (CTC) designated by the TPO as a result of a competitive procurement in accordance with Chapter 427 of Florida Statutes.

ECAT employees are represented by Local 1395 of the Amalgamated Transit Union.

Projects are included in STIP 07/12/2011, project 4202771 page 969

Earmarks

No information found.

Security

Yes – We will expend 1% or more of the 5307 funds in this grant application for security purposes. Please list security-related projects in the project budget and summarize them in the non-add scope code 991.

Part 3: Budget

Project Budget

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
111-00 BUS - ROLLING STOCK	2	\$395,000.00	\$395,000.00
<u>ACTIVITY</u>			
11.12.02 BUY REPLACEMENT 35-FT BUS	1	\$370,000.00	\$370,000.00
11.12.40 BUY ASSOC CAP MAINT ITEMS	1	\$25,000.00	\$25,000.00
<u>SCOPE</u>			
113-00 BUS - STATION/STOPS/TERMINALS	0	\$30,000.00	\$30,000.00
<u>ACTIVITY</u>			
11.34.20 REHAB/RENOVATE - MISC BUS STATION EQUIPMENT	0	\$30,000.00	\$30,000.00
<u>SCOPE</u>			
117-00 OTHER CAPITAL ITEMS (BUS)	4	\$2,068,303.00	\$2,068,303.00
<u>ACTIVITY</u>			
11.7A.00 PREVENTIVE	1	\$1,664,330.00	\$1,664,330.00

MAINTENANCE			
11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	\$293,973.00	\$293,973.00
11.7D.02 EMPLOYEE EDUCATION/TRAINING	1	\$10,000.00	\$10,000.00
11.79.00 PROJECT ADMINISTRATION	1	\$100,000.00	\$100,000.00
<u>SCOPE</u>			
114-00 BUS: SUPPORT EQUIP AND FACILITIES	0	\$446,431.00	\$446,431.00
<u>ACTIVITY</u>			
11.42.11 ACQUIRE - SUPPORT VEHICLES	0	\$40,000.00	\$40,000.00
11.44.03 REHAB/RENOVATE - ADMIN/MAINT FACILITY	0	\$122,000.00	\$122,000.00
11.92.08 PURCHASE SIGNAGE	0	\$10,000.00	\$10,000.00
11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP	0	\$31,431.00	\$31,431.00
11.42.10 ACQUIRE - MOBILE FARE COLL EQUIP	0	\$30,000.00	\$30,000.00
44.23.01 LONGTERM TRANS PLAN - SYSTEM LEVEL	0	\$150,000.00	\$150,000.00
11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$63,000.00	\$63,000.00
Estimated Total Eligible Cost:			\$2,939,734.00
Federal Share:			\$2,939,734.00
Local Share:			\$0.00



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-3417

11. 1.

BCC Regular Meeting

Meeting Date: 11/01/2012

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 six reports prepared by the Clerk of the Circuit Court and Comptroller's Finance Department:

A. Payroll Expenditures for Pay Date October 26, 2012, in the amount of \$2,076,453.94;

B. The following two Disbursement of Funds:

(1) October 11, 2012, to October 17, 2012, in the amount of \$ 12,714,166.07; and

(2) October 18, 2012, to October 24, 2012, in the amount of \$3,239,912.89; and

C. The following three Budget Comparison Reports for 12 months, or 100%, of Fiscal Year 2011-2012:

(1) Summarized, by fund, *Budget to Actual Summary Report For the fiscal year 2012 as of September 30, 2012*;

(2) *Comparison of Actual Revenue & Expenditure to Prior Fiscal Year For fiscal year 2012 as of September 30, 2012*; and

(3) *Graph of General Fund Only Actual Revenues vs. Actual Expenditures October through September Two Year Comparison FY 2012 and FY 2011, as of September 30, 2012.*

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: October 26, 2012

Check No:	\$0.00
Direct Deposits:	\$1,101,087.20
Total Deductions and Matching Costs:	\$975,366.74
Total Expenditures:	\$2,076,453.94

ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 2012 OCT 24 A 9:55
 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:

10/11/12 to 10/17/12

DISBURSEMENTS

Computer check run of:

	\$ 12,163,727.09
L-Vendor	\$ 513,891.97

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims \$ 36,547.01

Total Disbursement by Wire

\$ 36,547.01

TOTAL DISBURSEMENTS

\$ 12,714,166.07

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 OCT 17 P 3:37
 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:

10/18/12 to 10/24/12

DISBURSEMENTS

Computer check run of:

<hr/>		\$ <u>3,119,269.26</u>
L-Vendor		\$ <u>0.00</u>

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims		\$ <u>39,055.34</u>
Credit Card Purchases		\$ <u>81,588.29</u>

Total Disbursement by Wire

\$ 120,643.63

TOTAL DISBURSEMENTS

\$ 3,239,912.89

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 OCT 24 P 2: 29
 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 AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

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

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

MEMORANDUM

TO: Honorable Board of County Commissioners

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

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

2012 OCT 24 A 10:17
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.

DATE: October 23, 2012

SUBJECT: Budget Comparison Reports October 1, 2011 through September 30, 2012

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, Budget Comparison Reports for twelve (12) months, or 100%, of Fiscal Year 2012 as follows:

1. Summarized, by fund, Budget to Actual Comparison as of September 30, 2012.
2. Actual Revenue and Expenditure Comparison to the prior fiscal year as of September 30, 2012
3. General Fund, graph of two-year comparison of actual revenues vs. actual expenditures, as of September 30, 2012.

These reports have been prepared to give you an indication of the County's financial performance at the end of the fiscal year. These amounts have not been audited as of yet. The audit is scheduled to begin November 19, 2012 and an audited financial statement report will be issued in February 2013.

PLS/nac

Budget to Actual Summary Report
For the fiscal year 2012
as of September 30, 2012
12 months or 100% of Fiscal Year
FISCAL YEAR END -- UNAUDITED

Fund # Fund Name	BUDGET ACTIVITY				Total Revenue		Total Expenditures		Difference Gain/(Use) of Fund Balance ¹
	BUDGET as originally published	Re-Budgets of Prior Yr. Projects	Budget Amendments	Amended Budget	2012 Actual Revenue	Percent Realized To Date	2012 Actual Expenditures	Percent Expended To Date	
001 General Fund	\$ 173,665,332	\$ 730,021	\$ 1,588,695	\$ 175,984,048	\$ 142,401,119	81%	\$ 156,720,924	89%	(\$14,319,805)
101 Esc. County Restricted	293,382	21,080	1,279,206	1,593,668	314,348	20%	373,561	23%	(59,213)
102 Economic Development	2,765,000	131,438	1,626,128	4,522,566	586,002	13%	780,574	17%	(194,572)
103 Code Enforcement	2,188,239	0	972,453	3,160,692	2,099,172	66%	2,273,481	72%	(174,309)
104 Mass Transit	9,030,374	0	1,490,808	10,521,182	9,370,563	89%	9,483,414	90%	(112,851)
106 Mosquito Control	18,396	0	45,163	63,559	18,505	29%	48,061	76%	(29,556)
108 Tourist Promotion	5,758,178	2,597,408	1,861,847	10,217,433	8,676,408	85%	8,064,251	79%	612,157
110 Grants Fund	8,728,639	2,115,213	7,617,022	18,460,874	9,976,815	54%	9,709,048	53%	267,767
112 Disaster Recovery	0	0	0	0	11,498,036	n/a	0	n/a	11,498,036
114 Misdemeanor Probation	2,330,518	0	614,453	2,944,971	2,826,094	96%	2,282,332	77%	543,762
115 Article V	3,322,595	89,951	3,454,597	6,867,143	3,047,530	44%	3,053,002	44%	(5,472)
116 Development Review Fees	255,250	0	110,967	366,217	252,594	69%	242,329	66%	10,265
117 Perdido Key Beach Mouse	0	0	130,196	130,196	7,329	n/a	0	n/a	7,329
120 SHIP	160,000	0	581,466	741,466	408,364	55%	395,245	53%	13,119
121 Law Enforcement Trust	0	0	1,203,046	1,203,046	608,351	n/a	750,909	n/a	(142,568)
124 Affordable Housing Grant	1,732,212	857,931	1,629,377	4,219,520	2,473,152	59%	2,524,974	60%	(51,822)
129 CDBG/HUD	5,580,335	577,605	190,466	6,348,406	3,280,889	52%	3,144,527	50%	136,362
130 Handicapped Parking	19,000	0	195,945	214,945	53,752	25%	11,590	5%	42,162
131 Family Mediation	100,000	0	17,622	117,622	1,073	1%	5,893	5%	(4,820)
143 Fire Protection Fund	11,186,061	0	518,844	11,704,905	11,547,773	99%	10,398,099	89%	1,149,674
145 E-911	1,448,750	17,500	1,701,635	3,167,885	1,731,126	55%	1,641,619	52%	89,507
146 HUD-CDBG Housing Rehab	50,000	0	39,981	89,981	898	1%	(8,161)	-9%	9,059
147 HUD-Home Fund	4,416,006	10,000	46,660	4,472,666	1,833,753	41%	1,820,478	41%	13,275
151 Community Redevelopment	1,767,073	296,449	3,840,692	5,904,214	1,208,918	20%	1,433,030	24%	(224,112)
152 Southwest Sector	0	3,336,781	1,028,164	4,364,945	58,982	1%	352,737	8%	(293,755)
167 Bob Sikes Toll	2,707,500	0	1,274,855	3,982,355	3,386,139	85%	2,438,142	61%	947,997
175 Transportation Trust	19,870,212	909,488	2,638,953	23,418,653	22,028,191	94%	21,242,305	91%	785,886
177 Streetlighting and Road MSBU	748,553	0	373,275	1,121,828	799,785	71%	638,242	57%	161,543
181 Master Drainage	58,829	117,852	876,301	1,052,982	76,340	7%	209,470	20%	(133,130)
203 Debt Service	9,961,141	0	0	9,961,141	104,192,084	1046%	105,308,842	1057%	(1,116,758)
320 FTA Grants	0	0	2,779,444	2,779,444	325,993	12%	323,320	12%	2,673

Budget to Actual Summary Report
For the fiscal year 2012
as of September 30, 2012
12 months or 100% of Fiscal Year
FISCAL YEAR END --- UNAUDITED

Fund # Fund Name	BUDGET ACTIVITY				Total Revenue		Total Expenditures		Difference Gain/(Use) of Fund Balance ¹
	BUDGET as originally published	Re-Budgets of Prior Yr. Projects	Budget Amendments	Amended Budget	2012 Actual Revenue	Percent Realized To Date	2012 Actual Expenditures	Percent Expended To Date	
333 New Road Construction	0	0	256,447	256,447	1,247	0%	228,404	89%	(227,157)
351 LOST II	0	4,765,306	10,601,136	15,366,442	20	0%	16,246,371	106%	(16,246,351)
352 LOST III	34,420,900	18,288,019	59,824,179	112,533,098	53,744,432	48%	50,027,364	44%	3,717,068
401 Solid Waste	19,342,566	0	4,390,880	23,733,446	11,547,532	49%	14,666,743	62%	(3,119,211)
406 Inspections	2,639,118	0	1,767,149	4,406,267	2,007,388	46%	2,333,836	53%	(326,448)
408 EMS	13,719,127	0	11,221,769	24,940,896	10,044,356	40%	10,105,028	41%	(60,672)
409 Civic Center	6,934,743	0	587,018	7,521,761	6,245,830	83%	7,296,421	97%	(1,050,591)
501 Internal Service Fund	26,131,936	0	5,820	26,137,756	17,205,440	66%	16,801,975	64%	403,465
TOTALS	\$ 371,349,965	\$ 34,862,042	\$ 128,382,659	\$ 534,594,666	\$ 445,886,323	83%	\$ 463,368,380	87%	

¹ This amount represents the affect on overall fund balance for each particular fund. If the amount is positive, it is adding to accumulated fund balance. If the amount is negative it indicates that current year revenue was not sufficient to meet current year expenditures and therefore fund balance is used.

Comparison of Actual Revenues & Expenditures to Prior Fiscal Year
 For the fiscal year 2012
 as of September 30, 2012
 12 months or 100% of Fiscal Year
 FISCAL YEAR END --- UNAUDITED

Fund #	Fund Name	Actual Revenue Oct - Sept Fiscal 2012	Actual Revenue Oct - Sept Fiscal 2011	Incr/ -Dec from Fiscal 2011	Actual Expenditures Oct - Sept Fiscal 2012	Actual Expenditures Oct - Sept Fiscal 2011	Incr/ -Dec from Fiscal 2011
001	General Fund	\$ 142,401,119	\$ 164,417,784	-13%	\$ 156,720,924	\$ 168,034,199	-7%
101	Esc. County Restricted	314,348	337,594	-7%	373,561	366,693	2%
102	Economic Development	586,002	3,091,366	-81%	780,574	1,687,647	-54%
103	Code Enforcement	2,099,172	2,516,564	-17%	2,273,481	2,409,188	-6%
104	Mass Transit	9,370,563	8,900,915	5%	9,483,414	9,068,615	5%
106	Mosquito Control	18,505	39,396	-53%	48,061	52,721	-9%
108	Tourist Promotion	8,676,408	9,681,507	-10%	8,064,251	7,620,493	6%
110	Grants Fund	9,976,815	7,504,306	33%	9,709,048	7,993,569	21%
112	Disaster Recovery	11,498,036	592,682	1840%	-	5,065,781	-100%
114	Misdemeanor Probation	2,826,094	2,533,342	12%	2,282,332	2,312,522	-1%
115	Article V	3,047,530	3,088,225	-1%	3,053,002	2,476,890	23%
116	Development Review Fees	252,594	298,807	-15%	242,329	235,518	3%
117	Perdido Key Beach Mouse	7,329	1,091	572%	-	-	n/a
120	SHIP	408,364	748,626	-45%	395,245	775,145	-49%
121	Law Enforcement Trust	608,351	585,981	4%	750,909	378,620	98%
124	Affordable Housing Grant	2,473,152	32,143	7594%	2,524,974	95,874	2534%
129	CDBG/HUD	3,280,889	3,777,779	-13%	3,144,527	3,901,089	-19%
130	Handicapped Parking	53,752	44,123	22%	11,590	58,310	-80%
131	Family Mediation	1,073	1,012	6%	5,893	5,570	6%
143	Fire Protection Fund	11,547,773	11,030,614	5%	10,398,099	11,943,494	-13%
145	E-911	1,731,126	1,472,152	18%	1,641,619	1,441,078	14%

Comparison of Actual Revenues & Expenditures to Prior Fiscal Year
 For the fiscal year 2012
 as of September 30, 2012
 12 months or 100% of Fiscal Year
 FISCAL YEAR END --- UNAUDITED

Fund #	Fund Name	Actual Revenue Oct - Sept Fiscal 2012	Actual Revenue Oct - Sept Fiscal 2011	Incr/ -Dec from Fiscal 2011	Actual Expenditures Oct - Sept Fiscal 2012	Actual Expenditures Oct - Sept Fiscal 2011	Incr/ -Dec from Fiscal 2011
146	HUD-CDBG Housing Rehab	898	4,818	-81%	(8,161)	(22,147)	n/a
147	HUD-Home Fund	1,833,753	1,459,423	26%	1,820,478	1,458,898	25%
151	Community Redevelopment	1,208,918	1,286,138	-6%	1,433,030	2,333,986	-39%
152	Southwest Sector	58,982	228,046	-74%	352,737	411,463	-14%
167	Bob Sikes Toll	3,386,139	3,527,188	-4%	2,438,142	2,352,941	4%
175	Transportation Trust	22,028,191	22,460,944	-2%	21,242,305	21,863,827	-3%
177	Streetlighting and Road MSBU	799,785	841,962	-5%	638,242	577,315	11%
181	Master Drainage	76,340	123,972	-38%	209,470	518,145	-60%
203	Debt Service	104,192,084	8,046,069	1195%	105,308,842	9,695,712	986%
320	FTA Grants	325,993	752,627	-57%	323,320	739,648	-56%
333	New Road Construction	1,247	2,748	-55%	228,404	209,976	9%
350	LOST I	-	153	n/a	-	80,105	n/a
351	LOST II	20	266,234	-100%	16,246,371	7,281,224	123%
352	LOST III	53,744,432	38,935,524	38%	50,027,364	36,314,804	38%
401	Solid Waste	11,547,532	14,762,508	-22%	14,666,743	12,163,189	21%
406	Inspections	2,007,388	1,967,010	2%	2,333,836	2,579,350	-10%
408	EMS	10,044,356	16,166,358	-38%	10,105,028	13,385,831	-25%
409	Civic Center	6,245,830	6,330,344	-1%	7,296,421	6,546,504	100%
501	Internal Service Fund	17,205,440	16,538,246	4%	16,801,975	13,422,843	25%
	TOTALS	\$ 445,886,323	\$ 354,396,321	26%	\$ 463,368,380	357,836,630	29%

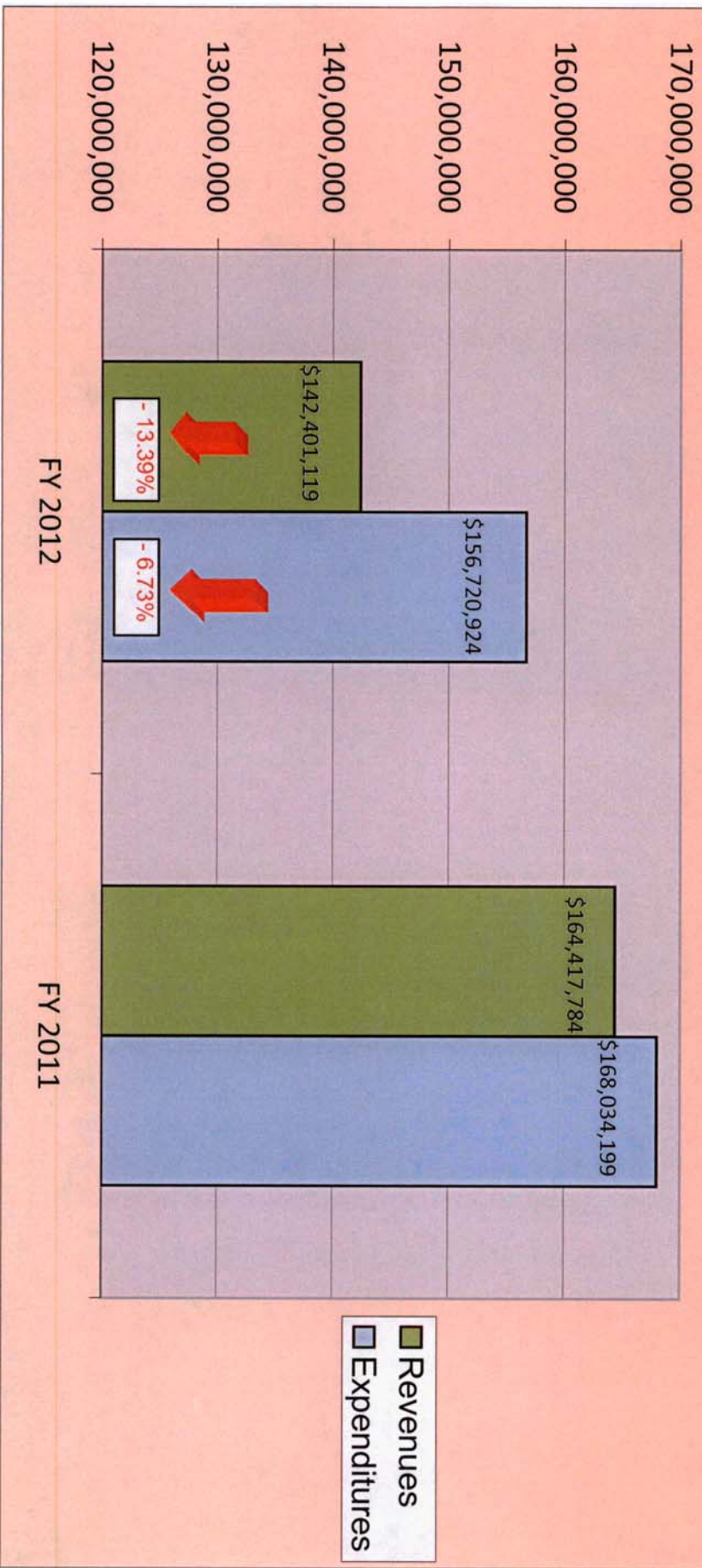
General Fund Only

Actual Revenues vs. Actual Expenditures

October through September

Two Year Comparison

FY 2012 and FY 2011





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

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

AI-3419

11. 2.

BCC Regular Meeting

Meeting Date: 11/01/2012

Issue: Removal of Fixed Assets from Inventory

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Transfer of Machinery and Equipment to the Sheriff's Office

That the Board approve the transfer of equipment and intangible computer software from the Board's Fixed Assets Inventory Records to the Escambia County Sheriff's Office, as of September 30, 2012, in the amount of \$4,886,326.73.

Background:

These assets were purchased during Fiscal Year 2011-2012 with Local Option Sales Tax and Law Enforcement Trust funds, and are part of the Escambia County Sheriff's tangible property asset system. This property is still in use and, pursuant to Chapter 274.03, Florida Statutes, the Sheriff is the custodian of the tangible property of the Sheriff's Office.

Attachments

CR I-2



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

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

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

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

MEMORANDUM

TO: Honorable Board of County Commissioners

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

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

DATE: October 31, 2012

SUBJECT: Removal of Fixed Assets from Inventory

RECOMMENDATION:

That the Board of County Commissioners approve the transfer of equipment and intangible computer software from its Fixed Assets Inventory Records to the Escambia County Sheriff's Office as of September 30, 2012 in the amount of \$4,886,326.73.

BACKGROUND:

These assets were purchased during Fiscal Year 2011-2012 with Local Option Sales Tax and Law Enforcement Trust funds and are part of the Escambia County Sheriff's tangible property asset system. This property is still in use, and pursuant to F.S. 274.03, the Sheriff is the custodian of the tangible property of the Sheriff's Office.

PLS/nac

Attachment

2012 OCT 23 A 9:26
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS
 ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT
 ESCAMBIA COUNTY, FL.

SUNGARD PENTAMATION
 DATE: 10/23/2012
 TIME: 08:09:10

ESCAMBIA COUNTY BOCC
 EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
 EXPSTAI1

SELECTION CRITERIA: expldgr.key_orgn like '540%' and expldgr.account between '56400' and '56899'
 ACCOUNTING PERIOD: 13/12

SORTED BY: FUND, TOTAL COST CNTR, 1ST SUBTOTAL, ACCOUNT
 TOTALLED ON: FUND, TOTAL COST CNTR, 1ST SUBTOTAL
 PAGE BREAKS ON: FUND, TOTAL COST CNTR

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
FUND-121 LAW ENFORCEMENT TRUST FD							
TOTAL COST CNTR-540103 LAW ENFORCEMENT TRUST							
56401	MACHINERY & EQUIPMENT	350,000.00	231,871.13	.00	291,857.51	58,142.49	83.39
56801	INTANGIBLE ASSETS	.00	.00	.00	25,951.50	-25,951.50	.00
	TOTAL CAPITAL OUTLAY	350,000.00	231,871.13	.00	317,809.01	32,190.99	90.80
	TOTAL LAW ENFORCEMENT TRUST	350,000.00	231,871.13	.00	317,809.01	32,190.99	90.80
	TOTAL LAW ENFORCEMENT TRUST F	350,000.00	231,871.13	.00	317,809.01	32,190.99	90.80

SUNGARD PENTAMATION
 DATE: 10/23/2012
 TIME: 08:09:10

ESCAMBIA COUNTY BOCC
 EXPENDITURE STATUS REPORT

PAGE NUMBER: 2
 EXPSTAIL

SELECTION CRITERIA: expldedgr.key_orgn like '540%' and expldedgr.account between '56400' and '56899',
 ACCOUNTING PERIOD: 13/12

SORTED BY: FUND, TOTAL COST CNTR, 1ST SUBTOTAL, ACCOUNT
 TOTALLED ON: FUND, TOTAL COST CNTR, 1ST SUBTOTAL
 PAGE BREAKS ON: FUND, TOTAL COST CNTR

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
FUND-352 LOST III							
TOTAL COST CNTR-540115 SHERIFFS CAP PROJECTS							
56401	MACHINERY & EQUIPMENT	3,325,518.00	251,135.27	.00	4,568,517.72	-1,242,999.72	137.38
	TOTAL CAPITAL OUTLAY	3,325,518.00	251,135.27	.00	4,568,517.72	-1,242,999.72	137.38
	TOTAL SHERIFFS CAP PROJECTS	3,325,518.00	251,135.27	.00	4,568,517.72	-1,242,999.72	137.38
	TOTAL LOST III	3,325,518.00	251,135.27	.00	4,568,517.72	-1,242,999.72	137.38
TOTAL REPORT		3,675,518.00	483,006.40	.00	<u>4,886,326.73</u>	-1,210,808.73	132.94



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-3441

11. 3.

BCC Regular Meeting

Meeting Date: 11/01/2012

Issue: Write-Off Accounts Receivable

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Write-Off of Accounts Receivable for Emergency Medical Services

That the Board adopt the Resolution authorizing the write-off of \$1,795,355.11 in accounts receivable that have been recorded in the Emergency Medical Services (EMS) Fund of the County and have been determined to be uncollectible bad debts.

Background:

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

Attachments

CR I-3



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

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

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

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

MEMORANDUM

TO: Honorable Board of County Commissioners

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

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

DATE: October 23, 2012

SUBJECT: Write off Accounts Receivable

RECOMMENDATION:

That the Board adopts the attached Resolution authorizing the write off of **\$1,795,355.11** in receivables that have been recorded in the Emergency Medical Services (EMS) Fund of the County and have been determined to be uncollectible bad debts.

DISCUSSION:

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

PLS/JC/nac

Attachment

RESOLUTION R2012-

WHEREAS, certain accounts totaling \$1,795,355.11 are owed to the Emergency Medical Service Fund of Escambia County for services furnished as delineated in Attachment "A" and made a part hereof by reference; and

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson
Chairman of the Board

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Adopted:



Board of County Commissioners • Escambia County, Florida

Joe Scialdone, EMS Billing
Public Safety Department

INTEROFFICE MEMORANDUM

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

FROM: Joe Scialdone, Billing Supervisor
EMS Billing Department

DATE: October 19, 2012

RE: Bad Debt Write-off (4th Qtr FY 2011-12)

Enclosed are the accounts from the specified period for processing as bad debt.

These accounts have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing, pre-collection letter(s), and/or referral to our secondary collection agency. All accounts have been with our secondary collection agency for at least 120 days. All avenues for collection have been exhausted and we are confident these accounts are truly uncollectible, and any further action would be unproductive.

As always, your assistance in processing these write-offs for action by the Board of County Commissioners is appreciated. We anticipate it making the BCC Agenda on November 1, 2012.

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

TOTAL WRITE-OFF AMOUNT FOR APPROVAL: \$ 1,795,355.11 (3,928 accounts.)

6575 North W Street • Pensacola, Florida 32505-1714

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

JAScialdone@MyEscambia.com

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2005-11-02	Run 28,382		66.46
2006-12-03	Run 31,887		608.14
2007-03-12	Run 7,014		158.57
2007-03-16	Run 7,495		178.57
2007-03-25	Run 8,496		460.00
2007-04-09	Run 10,053		125.00
2007-04-16	Run 10,639		125.00
2007-06-24	Run 17,774		66.93
2007-09-06	Run 25,202		654.23
2007-09-15	Run 26,208		71.93
2007-10-09	Run 28,477		178.57
2007-10-15	Run 29,070		745.00
2007-10-15	Run 29,071		75.57
2007-10-28	Run 30,450		50.00
2007-11-06	Run 31,383		565.00
2007-11-13	Run 31,984		150.00
2007-11-13	Run 32,032		665.00
2007-11-17	Run 32,399		605.00
2007-11-18	Run 32,541		250.31
2007-11-26	Run 33,164		450.00
2007-11-26	Run 33,241		450.00
2007-11-27	Run 33,319		76.82
2007-12-01	Run 33,719		117.00
2007-12-27	Run 36,349		85.57
2007-12-28	Run 36,615		76.82
2007-12-28	Run 36,630		785.00
2008-01-03	Run 176		20.00
2008-01-03	Run 261		188.23
2008-01-04	Run 351		76.38
2008-01-05	Run 389		42.02
2008-01-07	Run 625		725.00
2008-01-08	Run 752		281.50
2008-01-09	Run 803		795.00
2008-01-14	Run 1,368		150.00
2008-01-28	Run 2,729		528.00
2008-01-29	Run 2,781		625.00
2008-01-29	Run 2,809		80.23
2008-02-12	Run 4,233		705.00
2008-02-14	Run 4,400		665.00
2008-02-19	Run 4,915		610.00
2008-02-19	Run 4,916		610.00
2008-02-19	Run 4,917		660.00
2008-02-19	Run 4,918		610.00
2008-02-23	Run 5,304		630.00
2008-02-23	Run 5,354		745.00
2008-03-05	Run 6,369		72.64
2008-03-07	Run 6,522		81.52
2008-03-07	Run 6,560		775.00
2008-03-09	Run 6,759		745.00
2008-03-10	Run 6,791		735.00
2008-03-10	Run 6,793		86.65
2008-03-10	Run 6,820		565.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2008-03-11	Run 6,950		725.00
2008-03-15	Run 7,319		645.00
2008-03-17	Run 7,474		555.00
2008-03-21	Run 7,903		70.98
2008-03-23	Run 8,052		670.00
2008-03-24	Run 8,176		675.00
2008-03-26	Run 8,338		77.67
2008-03-30	Run 8,737		595.00
2008-04-01	Run 8,897		755.00
2008-04-01	Run 8,926		615.00
2008-04-06	Run 9,350		635.00
2008-04-08	Run 9,544		655.00
2008-04-08	Run 9,612		755.00
2008-04-08	Run 9,616		91.79
2008-04-12	Run 10,039		78.95
2008-04-12	Run 9,959		785.00
2008-04-12	Run 9,979		560.00
2008-04-12	Run 9,980		560.00
2008-04-15	Run 10,304		140.07
2008-04-16	Run 10,378		64.93
2008-04-16	Run 10,412		75.20
2008-04-18	Run 10,601		75.10
2008-04-28	Run 11,589		73.81
2008-04-28	Run 11,620		80.23
2008-04-29	Run 11,665		77.67
2008-04-30	Run 11,751		86.65
2008-05-05	Run 12,230		150.00
2008-05-06	Run 12,379		44.59
2008-05-10	Run 12,794		75.10
2008-05-14	Run 13,103		82.80
2008-05-19	Run 13,610		206.21
2008-05-23	Run 14,060		137.00
2008-05-24	Run 14,117		81.52
2008-05-28	Run 14,506		73.92
2008-06-01	Run 14,810		77.67
2008-06-03	Run 15,052		76.38
2008-06-06	Run 15,280		67.50
2008-06-09	Run 15,598		81.52
2008-06-13	Run 15,936		77.67
2008-06-21	Run 16,634		77.67
2008-06-23	Run 16,777		73.81
2008-06-24	Run 16,923		68.78
2008-07-02	Run 17,664		84.09
2008-07-06	Run 17,972		79.22
2008-07-07	Run 18,137		64.92
2008-07-13	Run 18,669		91.77
2008-07-14	Run 18,803		68.78
2008-07-17	Run 19,054		83.15
2008-08-03	Run 20,570		66.23
2008-08-05	Run 20,788		71.47
2008-08-08	Run 20,969		555.00
2008-08-14	Run 21,476		94.94

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2008-08-24	Run 22,426		87.08
2008-08-27	Run 22,646		70.16
2008-08-27	Run 22,682		77.91
2008-08-28	Run 22,731		81.84
2008-09-01	Run 23,130		76.60
2008-09-04	Run 23,447		64.17
2008-09-05	Run 23,552		76.60
2008-09-07	Run 23,764		75.29
2008-09-11	Run 24,071		80.53
2008-09-16	Run 24,548		77.91
2008-09-18	Run 24,785		655.00
2008-09-23	Run 25,191		68.85
2008-09-23	Run 25,245		80.53
2008-09-25	Run 25,421		715.00
2008-09-28	Run 25,679		464.44
2008-09-30	Run 25,867		64.92
2008-10-04	Run 26,226		830.00
2008-10-05	Run 26,295		76.60
2008-10-09	Run 26,672		77.91
2008-10-10	Run 26,827		83.15
2008-10-13	Run 26,987		79.22
2008-10-14	Run 27,146		83.15
2008-10-14	Run 27,153		79.22
2008-10-15	Run 27,178		76.60
2008-10-16	Run 27,275		67.54
2008-10-17	Run 27,394		63.61
2008-10-18	Run 27,595		585.00
2008-10-18	Run 27,866		685.00
2008-10-19	Run 27,492		85.77
2008-10-22	Run 27,828		84.46
2008-10-29	Run 28,415		83.15
2008-11-03	Run 28,868		81.84
2008-11-07	Run 29,265		85.77
2008-11-07	Run 29,275		79.22
2008-11-09	Run 29,320		80.53
2008-11-15	Run 29,926		76.60
2008-11-15	Run 29,952		81.84
2008-11-22	Run 30,579		68.85
2008-11-25	Run 30,817		535.00
2008-12-02	Run 31,429		94.94
2009-01-23	Run 2,033		707.34
2009-02-13	Run 3,996		90.16
2009-02-14	Run 4,062		83.29
2009-02-19	Run 4,542		86.03
2009-02-19	Run 4,590		80.54
2009-02-23	Run 4,958		192.66
2009-02-25	Run 5,108		81.91
2009-02-27	Run 5,285		84.66
2009-02-28	Run 5,464		95.65
2009-03-06	Run 5,970		84.66
2009-03-07	Run 6,093		83.29
2009-03-07	Run 6,095		75.13

ESCAMBIA COUNTY EMS
4thd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2009-03-10	Run 6,345		79.16
2009-03-17	Run 7,149		90.16
2009-03-18	Run 7,336		84.66
2009-03-20	Run 7,512		81.91
2009-03-21	Run 7,592		87.41
2009-03-22	Run 7,703		80.54
2009-03-24	Run 7,890		84.66
2009-04-02	Run 8,784		79.16
2009-04-02	Run 8,805		92.90
2009-04-05	Run 9,058		87.41
2009-04-05	Run 9,090		84.66
2009-04-07	Run 9,253		84.66
2009-04-11	Run 9,704		87.41
2009-04-11	Run 9,718		81.91
2009-04-12	Run 9,773		81.91
2009-04-17	Run 10,304		81.91
2009-04-20	Run 10,520		87.41
2009-04-21	Run 10,659		84.66
2009-04-23	Run 10,913		84.66
2009-04-25	Run 11,075		71.01
2009-04-30	Run 11,535		83.29
2009-05-01	Run 11,654		88.55
2009-05-05	Run 12,042		69.63
2009-05-05	Run 12,044		73.75
2009-05-07	Run 12,264		69.63
2009-05-07	Run 12,309		86.03
2009-05-08	Run 12,393		66.88
2009-05-09	Run 12,429		86.03
2009-05-10	Run 12,567		49.18
2009-05-10	Run 12,617		84.66
2009-05-13	Run 12,816		84.66
2009-05-15	Run 13,010		81.91
2009-05-15	Run 13,085		43.69
2009-05-17	Run 13,232		79.16
2009-05-21	Run 13,623		86.03
2009-05-24	Run 13,925		87.49
2009-05-31	Run 14,599		80.54
2009-06-02	Run 14,813		81.91
2009-06-04	Run 15,016		87.41
2009-06-07	Run 15,244		80.54
2009-06-10	Run 15,565		73.75
2009-06-10	Run 15,604		49.18
2009-06-15	Run 16,068		86.03
2009-06-18	Run 16,403		66.88
2009-06-22	Run 16,805		79.16
2009-06-23	Run 16,857		87.41
2009-06-25	Run 17,094		84.66
2009-06-27	Run 17,268		76.50
2009-06-29	Run 17,440		84.66
2009-06-29	Run 17,449		95.74
2009-06-29	Run 17,453		84.66
2009-06-29	Run 17,456		83.29

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2009-06-29	Run 17,476		87.41
2009-07-08	Run 18,485		99.77
2009-07-08	Run 18,500		92.90
2009-07-11	Run 18,752		79.16
2009-07-11	Run 18,777		76.50
2009-07-12	Run 18,801		90.16
2009-07-15	Run 19,075		79.16
2009-07-15	Run 19,114		84.66
2009-07-16	Run 19,173		84.66
2009-07-18	Run 19,410		81.91
2009-07-20	Run 19,559		81.91
2009-07-20	Run 19,594		87.41
2009-07-22	Run 19,757		69.63
2009-07-24	Run 19,954		80.54
2009-08-01	Run 20,740		46.44
2009-08-02	Run 20,788		91.53
2009-08-03	Run 20,927		80.54
2009-08-04	Run 21,032		68.26
2009-08-06	Run 21,179		81.91
2009-08-09	Run 21,496		90.16
2009-08-13	Run 21,824		79.25
2009-08-13	Run 21,913		87.41
2009-08-14	Run 21,928		94.28
2009-08-15	Run 22,076		106.64
2009-08-25	Run 23,019		83.29
2009-08-25	Run 23,060		87.41
2009-08-27	Run 23,226		90.16
2009-08-29	Run 23,500		83.29
2009-08-29	Run 23,509		86.03
2009-09-03	Run 23,929		79.16
2009-09-06	Run 24,309		98.40
2009-09-07	Run 24,397		108.02
2009-09-08	Run 24,493		71.11
2009-09-08	Run 24,512		86.03
2009-09-10	Run 24,652		80.54
2009-09-12	Run 24,945		83.29
2009-09-14	Run 25,056		92.90
2009-09-15	Run 25,174		81.91
2009-09-15	Run 25,221		83.29
2009-09-16	Run 25,333		79.16
2009-09-17	Run 25,409		86.03
2009-09-24	Run 26,038		92.90
2009-09-26	Run 26,289		81.91
2009-09-28	Run 26,507		84.66
2009-10-02	Run 26,938		77.88
2009-10-05	Run 27,247		86.03
2009-10-06	Run 27,294		81.91
2009-10-07	Run 27,459		68.26
2009-10-21	Run 28,764		115.34
2009-10-24	Run 29,071		68.26
2009-10-25	Run 29,133		92.90
2009-10-26	Run 29,202		79.16

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2009-11-02	Run 29,959		98.40
2009-11-06	Run 30,265		99.77
2009-11-10	Run 30,560		119.01
2009-11-12	Run 30,744		80.54
2009-11-15	Run 31,041		84.66
2009-11-17	Run 31,236		71.53
2009-11-20	Run 31,429		88.78
2009-11-23	Run 31,708		101.15
2009-11-30	Run 32,347		71.01
2009-11-30	Run 32,364		97.03
2009-12-01	Run 32,393		77.79
2009-12-03	Run 32,648		79.16
2009-12-04	Run 32,746		81.91
2009-12-06	Run 32,929		79.16
2009-12-07	Run 32,952		80.54
2009-12-08	Run 33,080		83.29
2009-12-16	Run 33,822		80.54
2009-12-17	Run 33,874		80.54
2009-12-17	Run 33,917		79.16
2009-12-17	Run 33,944		80.54
2009-12-20	Run 34,153		87.41
2009-12-29	Run 35,019		80.54
2009-12-30	Run 35,083		83.29
2010-01-03	Run 202		69.74
2010-01-03	Run 229		535.00
2010-01-04	Run 303		82.30
2010-01-05	Run 426		107.03
2010-01-12	Run 994		90.54
2010-01-16	Run 1,427		80.73
2010-01-19	Run 1,637		101.53
2010-01-21	Run 1,834		82.30
2010-01-21	Run 1,892		243.26
2010-01-22	Run 1,917		213.17
2010-01-23	Run 2,094		91.09
2010-01-26	Run 2,334		83.67
2010-01-28	Run 2,505		118.17
2010-01-29	Run 2,578		68.36
2010-02-03	Run 3,049		80.92
2010-02-03	Run 3,067		102.91
2010-02-06	Run 3,311		96.04
2010-02-16	Run 4,197		94.66
2010-02-18	Run 4,472		122.92
2010-02-21	Run 4,695		85.05
2010-02-22	Run 4,826		93.29
2010-02-25	Run 5,088		96.04
2010-03-01	Run 5,488		97.41
2010-03-10	Run 6,334		87.79
2010-03-12	Run 6,566		105.66
2010-03-14	Run 6,776		209.05
2010-03-15	Run 6,895		80.31
2010-03-18	Run 7,151		83.67
2010-03-21	Run 7,413		82.30

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2010-03-21	Run 7,433		80.92
2010-03-21	Run 7,473		80.92
2010-03-22	Run 7,484		80.92
2010-03-22	Run 7,512		108.40
2010-04-02	Run 8,570		77.98
2010-04-03	Run 8,796		86.42
2010-04-06	Run 8,944		73.86
2010-04-10	Run 9,347		86.42
2010-04-12	Run 9,495		73.86
2010-04-15	Run 9,798		85.05
2010-04-21	Run 10,391		72.49
2010-04-22	Run 10,504		86.42
2010-04-25	Run 10,819		91.92
2010-04-27	Run 10,977		89.17
2010-04-27	Run 10,984		89.17
2010-04-28	Run 11,137		80.92
2010-05-01	Run 11,374		76.61
2010-05-04	Run 11,637		77.98
2010-05-04	Run 11,639		71.11
2010-05-06	Run 11,889		85.05
2010-05-11	Run 12,454		166.32
2010-05-15	Run 12,798		85.05
2010-05-16	Run 12,804		203.05
2010-05-22	Run 13,424		68.26
2010-05-23	Run 13,466		84.36
2010-05-27	Run 13,956		83.01
2010-06-06	Run 14,989		85.71
2010-06-07	Run 15,118		595.00
2010-06-09	Run 15,233		76.61
2010-06-09	Run 15,283		83.01
2010-06-13	Run 15,510		77.62
2010-06-16	Run 15,925		745.00
2010-06-19	Run 16,364		80.31
2010-06-20	Run 16,337		540.00
2010-06-21	Run 16,409		89.17
2010-06-21	Run 16,416		83.67
2010-06-27	Run 17,008		90.54
2010-07-01	Run 17,332		79.36
2010-07-12	Run 18,450		90.54
2010-07-16	Run 18,813		72.49
2010-07-16	Run 18,841		87.79
2010-07-27	Run 19,931		101.53
2010-07-27	Run 19,933		87.79
2010-07-27	Run 19,943		68.36
2010-07-30	Run 20,189		89.17
2010-07-30	Run 20,199		69.74
2010-07-30	Run 20,245		80.92
2010-08-07	Run 21,018		82.30
2010-08-07	Run 21,037		89.17
2010-08-09	Run 21,278		835.00
2010-08-12	Run 21,534		90.54
2010-08-16	Run 21,976		80.92

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2010-08-18	Run 22,095		82.10
2010-08-21	Run 22,416		93.29
2010-08-25	Run 22,746		82.30
2010-08-25	Run 22,767		69.74
2010-08-27	Run 22,977		93.29
2010-08-28	Run 23,013		80.92
2010-08-29	Run 23,134		745.00
2010-08-30	Run 23,212		82.30
2010-09-02	Run 23,499		93.29
2010-09-03	Run 23,643		86.42
2010-09-03	Run 23,699		86.42
2010-09-06	Run 23,959		90.54
2010-09-06	Run 24,006		94.33
2010-09-07	Run 24,027		80.92
2010-09-08	Run 24,091		93.29
2010-09-08	Run 24,119		79.55
2010-09-08	Run 24,201		83.67
2010-09-10	Run 24,292		90.54
2010-09-14	Run 24,707		82.30
2010-09-14	Run 24,757		86.42
2010-09-16	Run 24,923		87.79
2010-09-17	Run 25,089		8.24
2010-09-19	Run 25,200		93.29
2010-09-23	Run 25,536		51.61
2010-09-26	Run 25,828		610.00
2010-09-27	Run 25,868		93.29
2010-09-29	Run 26,075		88.97
2010-10-06	Run 26,757		585.00
2010-10-07	Run 26,827		585.00
2010-10-09	Run 27,055		85.05
2010-10-14	Run 27,467		77.98
2010-10-16	Run 27,723		87.79
2010-10-21	Run 28,161		86.42
2010-10-22	Run 28,286		68.36
2010-10-23	Run 28,357		91.92
2010-10-23	Run 28,363		85.05
2010-10-24	Run 28,472		76.61
2010-10-30	Run 29,063		68.36
2010-11-04	Run 29,463		47.79
2010-11-04	Run 29,537		83.67
2010-11-07	Run 29,770		83.67
2010-11-10	Run 29,983		87.79
2010-11-12	Run 30,244		96.33
2010-11-18	Run 30,726		86.42
2010-11-20	Run 30,817		141.00
2010-11-21	Run 30,904		82.30
2010-11-21	Run 30,924		86.42
2010-11-21	Run 30,942		86.42
2010-11-22	Run 31,060		86.42
2010-11-24	Run 31,152		89.17
2010-11-25	Run 31,263		85.05
2010-11-25	Run 31,278		735.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2010-11-29	Run 31,546		96.33
2010-12-06	Run 32,148		66.42
2010-12-07	Run 32,293		82.30
2010-12-08	Run 32,339		785.00
2010-12-08	Run 32,369		600.00
2010-12-09	Run 32,424		76.61
2010-12-12	Run 32,679		96.04
2010-12-12	Run 32,695		246.90
2010-12-16	Run 33,041		62.61
2010-12-16	Run 33,157		77.98
2010-12-17	Run 33,107		107.03
2010-12-17	Run 33,120		87.79
2010-12-20	Run 33,377		89.17
2010-12-20	Run 33,403		77.98
2010-12-23	Run 33,629		89.17
2010-12-27	Run 33,957		615.00
2010-12-28	Run 34,007		79.36
2011-01-01	Run 13		490.00
2011-01-06	Run 508		615.00
2011-01-06	Run 580		555.00
2011-01-08	Run 744		555.00
2011-01-27	Run 2,462		58.72
2011-02-06	Run 3,391		470.00
2011-02-12	Run 3,950		43.82
2011-02-19	Run 4,733		745.00
2011-02-26	Run 5,333		695.00
2011-03-04	Run 6,016		154.84
2011-03-06	Run 6,130		310.00
2011-03-11	Run 6,662		249.30
2011-03-12	Run 6,726		115.00
2011-03-13	Run 6,848		815.00
2011-03-16	Run 7,054		685.00
2011-03-18	Run 7,295		150.00
2011-03-18	Run 7,309		271.00
2011-03-20	Run 7,560		625.00
2011-03-22	Run 7,735		535.00
2011-03-23	Run 7,866		775.00
2011-03-24	Run 7,985		147.00
2011-03-26	Run 8,189		545.00
2011-04-01	Run 8,732		488.00
2011-04-04	Run 9,096		179.00
2011-04-06	Run 9,252		795.00
2011-04-10	Run 9,710		82.43
2011-04-12	Run 9,870		89.42
2011-04-17	Run 10,385		131.00
2011-04-20	Run 10,648		81.60
2011-04-22	Run 10,894		200.00
2011-04-23	Run 11,040		595.00
2011-04-30	Run 11,704		715.00
2011-05-05	Run 12,172		715.00
2011-05-06	Run 12,208		75.44
2011-05-06	Run 12,396		564.34

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-05-13	Run 12,995		655.00
2011-05-15	Run 13,165		545.00
2011-05-15	Run 14,076		565.00
2011-05-17	Run 13,352		535.00
2011-05-19	Run 13,452		90.00
2011-05-22	Run 13,779		575.00
2011-05-24	Run 14,018		785.00
2011-05-25	Run 14,173		655.00
2011-05-25	Run 14,194		785.00
2011-05-25	Run 14,195		125.00
2011-05-26	Run 14,237		265.00
2011-05-28	Run 14,491		545.00
2011-05-29	Run 14,521		150.00
2011-05-31	Run 14,735		685.00
2011-05-31	Run 14,794		785.00
2011-06-01	Run 14,877		705.00
2011-06-02	Run 14,923		100.00
2011-06-04	Run 15,189		725.00
2011-06-05	Run 15,334		655.00
2011-06-07	Run 15,454		700.00
2011-06-09	Run 15,673		118.99
2011-06-11	Run 15,832		725.00
2011-06-11	Run 15,873		545.00
2011-06-11	Run 15,888		555.00
2011-06-13	Run 16,033		85.31
2011-06-14	Run 16,169		655.00
2011-06-14	Run 16,170		595.00
2011-06-16	Run 16,334		745.00
2011-06-16	Run 16,351		20.80
2011-06-16	Run 16,359		855.00
2011-06-18	Run 16,474		251.89
2011-06-18	Run 16,487		655.00
2011-06-18	Run 16,588		406.32
2011-06-19	Run 16,560		655.00
2011-06-19	Run 16,661		715.00
2011-06-20	Run 16,704		535.00
2011-06-20	Run 16,710		555.00
2011-06-20	Run 16,755		555.00
2011-06-21	Run 16,782		675.00
2011-06-21	Run 16,788		775.00
2011-06-21	Run 16,803		665.00
2011-06-21	Run 16,866		71.33
2011-06-22	Run 16,867		430.00
2011-06-23	Run 17,077		565.00
2011-06-24	Run 17,122		645.00
2011-06-24	Run 17,133		745.00
2011-06-24	Run 17,161		168.00
2011-06-24	Run 17,207		765.00
2011-06-25	Run 17,252		735.00
2011-06-25	Run 17,275		595.00
2011-06-25	Run 17,285		91.76
2011-06-25	Run 17,304		605.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-06-25	Run 17,330		685.00
2011-06-25	Run 17,337		595.00
2011-06-26	Run 17,302		725.00
2011-06-27	Run 17,450		565.00
2011-06-27	Run 17,452		82.70
2011-06-27	Run 17,464		545.00
2011-06-28	Run 17,557		565.00
2011-06-29	Run 17,615		625.00
2011-06-29	Run 17,702		585.00
2011-06-29	Run 17,721		51.64
2011-07-01	Run 17,998		80.50
2011-07-02	Run 17,921		615.00
2011-07-02	Run 17,941		805.00
2011-07-02	Run 17,952		273.02
2011-07-02	Run 17,976		605.00
2011-07-02	Run 18,011		755.00
2011-07-03	Run 18,051		555.00
2011-07-03	Run 18,133		167.00
2011-07-04	Run 18,095		705.00
2011-07-04	Run 18,109		760.00
2011-07-04	Run 18,165		785.00
2011-07-04	Run 18,175		605.00
2011-07-04	Run 18,176		755.00
2011-07-04	Run 18,245		615.00
2011-07-05	Run 18,242		665.00
2011-07-05	Run 18,271		68.86
2011-07-05	Run 18,283		565.00
2011-07-06	Run 18,386		50.00
2011-07-06	Run 18,420		615.00
2011-07-07	Run 18,538		50.00
2011-07-07	Run 18,540		635.00
2011-07-07	Run 18,553		535.00
2011-07-08	Run 18,605		223.65
2011-07-08	Run 18,625		695.00
2011-07-08	Run 18,692		790.00
2011-07-09	Run 18,677		85.00
2011-07-09	Run 18,728		715.00
2011-07-09	Run 18,750		379.69
2011-07-09	Run 18,754		225.00
2011-07-09	Run 19,782		329.28
2011-07-10	Run 18,853		590.00
2011-07-10	Run 18,865		705.00
2011-07-10	Run 18,872		605.00
2011-07-11	Run 18,891		555.00
2011-07-11	Run 18,947		450.00
2011-07-12	Run 19,056		60.00
2011-07-13	Run 19,099		685.00
2011-07-13	Run 19,178		755.00
2011-07-14	Run 19,228		715.00
2011-07-15	Run 19,387		535.00
2011-07-15	Run 19,408		755.00
2011-07-15	Run 19,411		545.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-07-16	Run 19,484		317.00
2011-07-17	Run 19,561		595.00
2011-07-17	Run 19,591		60.00
2011-07-18	Run 19,613		615.00
2011-07-18	Run 19,687		385.43
2011-07-18	Run 19,752		615.00
2011-07-18	Run 19,758		74.34
2011-07-19	Run 19,839		565.00
2011-07-19	Run 19,856		330.00
2011-07-20	Run 19,852		805.00
2011-07-20	Run 19,853		695.00
2011-07-20	Run 19,980		805.00
2011-07-21	Run 19,987		705.00
2011-07-21	Run 20,083		725.00
2011-07-22	Run 20,078		675.00
2011-07-22	Run 20,138		545.00
2011-07-22	Run 20,162		625.00
2011-07-23	Run 20,200		705.00
2011-07-23	Run 20,275		545.00
2011-07-25	Run 20,397		420.00
2011-07-25	Run 20,468		75.30
2011-07-25	Run 20,473		81.05
2011-07-25	Run 20,475		725.00
2011-07-27	Run 20,583		565.00
2011-07-27	Run 20,585		775.00
2011-07-28	Run 20,681		20.00
2011-07-28	Run 20,711		18.13
2011-07-28	Run 20,751		675.00
2011-07-28	Run 20,758		138.48
2011-07-29	Run 20,762		715.00
2011-07-29	Run 20,813		775.00
2011-07-29	Run 20,831		725.00
2011-07-29	Run 20,837		780.00
2011-07-29	Run 20,840		585.00
2011-07-30	Run 20,885		565.00
2011-07-30	Run 20,898		735.00
2011-07-30	Run 20,900		118.00
2011-07-30	Run 20,903		630.00
2011-07-30	Run 20,959		158.00
2011-07-30	Run 20,963		68.86
2011-07-31	Run 21,022		795.00
2011-07-31	Run 21,046		555.00
2011-08-01	Run 21,100		635.00
2011-08-01	Run 21,172		555.00
2011-08-02	Run 21,189		126.12
2011-08-02	Run 21,204		735.00
2011-08-02	Run 21,213		535.00
2011-08-02	Run 21,222		565.00
2011-08-02	Run 21,273		595.00
2011-08-03	Run 21,251		795.00
2011-08-03	Run 21,294		695.00
2011-08-03	Run 21,334		635.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-08-03	Run 21,340		775.00
2011-08-03	Run 21,351		805.00
2011-08-04	Run 21,362		605.00
2011-08-04	Run 21,374		1,025.00
2011-08-04	Run 21,426		705.00
2011-08-04	Run 21,439		715.00
2011-08-04	Run 21,444		890.00
2011-08-04	Run 21,448		100.00
2011-08-04	Run 21,467		100.00
2011-08-05	Run 21,511		150.00
2011-08-05	Run 21,516		192.08
2011-08-05	Run 21,517		100.00
2011-08-05	Run 21,518		100.00
2011-08-05	Run 21,537		590.00
2011-08-05	Run 21,562		705.00
2011-08-05	Run 21,573		685.00
2011-08-05	Run 21,603		650.00
2011-08-06	Run 21,579		625.00
2011-08-06	Run 21,607		765.00
2011-08-06	Run 21,644		100.00
2011-08-06	Run 21,679		565.00
2011-08-06	Run 21,702		555.00
2011-08-07	Run 21,667		615.00
2011-08-07	Run 21,683		735.00
2011-08-07	Run 21,686		100.00
2011-08-07	Run 21,703		705.00
2011-08-07	Run 21,704		100.00
2011-08-07	Run 21,743		795.00
2011-08-07	Run 21,778		457.75
2011-08-08	Run 21,782		605.00
2011-08-08	Run 21,831		100.00
2011-08-08	Run 21,838		630.00
2011-08-09	Run 21,902		125.00
2011-08-09	Run 21,978		95.34
2011-08-09	Run 21,983		735.00
2011-08-09	Run 21,992		12.41
2011-08-09	Run 22,303		735.00
2011-08-10	Run 21,991		119.64
2011-08-10	Run 22,040		705.00
2011-08-10	Run 22,051		625.00
2011-08-11	Run 22,096		595.00
2011-08-11	Run 22,116		98.84
2011-08-11	Run 22,121		605.00
2011-08-11	Run 22,157		20.00
2011-08-11	Run 22,188		207.78
2011-08-11	Run 22,206		545.00
2011-08-12	Run 22,209		535.00
2011-08-12	Run 22,259		92.17
2011-08-12	Run 22,301		695.00
2011-08-12	Run 22,309		395.53
2011-08-12	Run 22,315		785.00
2011-08-13	Run 22,386		725.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-08-13	Run 22,404		645.00
2011-08-13	Run 23,345		580.00
2011-08-14	Run 22,492		635.00
2011-08-14	Run 22,493		144.00
2011-08-14	Run 22,518		410.00
2011-08-15	Run 22,516		80.58
2011-08-15	Run 22,574		575.00
2011-08-15	Run 22,590		605.00
2011-08-16	Run 22,594		715.00
2011-08-16	Run 22,613		100.00
2011-08-17	Run 22,778		775.00
2011-08-17	Run 22,804		100.00
2011-08-17	Run 22,808		705.00
2011-08-18	Run 22,860		535.00
2011-08-18	Run 22,867		535.00
2011-08-18	Run 22,882		261.51
2011-08-18	Run 22,883		795.00
2011-08-18	Run 22,899		100.00
2011-08-18	Run 22,922		89.70
2011-08-19	Run 22,925		745.00
2011-08-19	Run 22,938		685.00
2011-08-19	Run 22,953		825.00
2011-08-19	Run 22,979		100.00
2011-08-19	Run 22,986		545.00
2011-08-19	Run 22,988		100.00
2011-08-19	Run 23,000		705.00
2011-08-19	Run 23,011		545.00
2011-08-20	Run 23,043		685.00
2011-08-20	Run 23,046		785.00
2011-08-20	Run 23,072		121.00
2011-08-20	Run 23,089		191.13
2011-08-20	Run 23,105		645.00
2011-08-20	Run 23,139		25.00
2011-08-20	Run 23,145		675.00
2011-08-21	Run 23,111		825.00
2011-08-21	Run 23,120		585.00
2011-08-21	Run 23,153		100.00
2011-08-21	Run 23,155		645.00
2011-08-21	Run 23,158		685.00
2011-08-21	Run 23,195		710.00
2011-08-21	Run 23,204		77.50
2011-08-21	Run 23,242		214.60
2011-08-22	Run 23,288		100.00
2011-08-22	Run 23,310		45.00
2011-08-22	Run 23,319		595.00
2011-08-22	Run 23,332		595.00
2011-08-22	Run 23,363		197.41
2011-08-23	Run 23,386		605.00
2011-08-23	Run 23,396		100.00
2011-08-23	Run 23,418		575.00
2011-08-24	Run 23,451		655.00
2011-08-24	Run 23,503		100.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-08-24	Run 23,519		685.00
2011-08-24	Run 23,529		675.00
2011-08-24	Run 23,567		615.00
2011-08-25	Run 23,619		100.00
2011-08-25	Run 23,643		615.00
2011-08-25	Run 23,653		90.22
2011-08-25	Run 23,676		545.00
2011-08-26	Run 23,716		545.00
2011-08-26	Run 23,736		60.00
2011-08-26	Run 23,752		725.00
2011-08-26	Run 23,767		775.00
2011-08-27	Run 23,775		725.00
2011-08-27	Run 23,805		100.00
2011-08-27	Run 23,810		100.00
2011-08-27	Run 23,816		122.99
2011-08-27	Run 23,821		20.00
2011-08-27	Run 23,826		200.00
2011-08-27	Run 23,840		131.00
2011-08-27	Run 23,990		443.72
2011-08-28	Run 23,916		155.00
2011-08-28	Run 23,947		695.00
2011-08-28	Run 23,955		339.75
2011-08-28	Run 23,985		1,075.00
2011-08-29	Run 23,974		575.00
2011-08-29	Run 23,996		95.00
2011-08-29	Run 24,003		100.00
2011-08-29	Run 24,019		200.00
2011-08-29	Run 24,030		355.00
2011-08-30	Run 24,080		75.50
2011-08-30	Run 24,086		590.00
2011-08-30	Run 24,102		590.00
2011-08-30	Run 24,110		470.00
2011-08-30	Run 24,148		715.00
2011-08-31	Run 24,198		555.00
2011-08-31	Run 24,219		69.82
2011-08-31	Run 24,240		785.00
2011-08-31	Run 24,257		555.00
2011-09-01	Run 24,272		155.00
2011-09-01	Run 24,284		575.00
2011-09-01	Run 24,285		125.00
2011-09-01	Run 24,292		121.00
2011-09-01	Run 24,333		100.00
2011-09-01	Run 24,354		530.00
2011-09-02	Run 24,329		705.00
2011-09-02	Run 24,350		735.00
2011-09-02	Run 24,378		125.00
2011-09-02	Run 24,415		125.00
2011-09-02	Run 24,416		595.00
2011-09-02	Run 24,424		82.43
2011-09-02	Run 24,469		775.00
2011-09-02	Run 24,472		297.00
2011-09-02	Run 24,473		150.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-09-03	Run 24,436		555.00
2011-09-03	Run 24,465		595.00
2011-09-03	Run 24,498		705.00
2011-09-03	Run 24,511		89.42
2011-09-03	Run 24,517		110.00
2011-09-03	Run 24,549		150.00
2011-09-03	Run 24,557		358.71
2011-09-04	Run 24,527		565.00
2011-09-04	Run 24,555		755.00
2011-09-04	Run 24,560		295.34
2011-09-04	Run 24,588		725.00
2011-09-04	Run 24,594		119.00
2011-09-04	Run 24,597		685.00
2011-09-05	Run 24,659		100.00
2011-09-05	Run 24,664		635.00
2011-09-05	Run 24,667		148.44
2011-09-05	Run 24,693		705.00
2011-09-05	Run 24,703		94.60
2011-09-06	Run 24,706		150.00
2011-09-06	Run 24,747		625.00
2011-09-06	Run 24,751		100.00
2011-09-06	Run 24,774		565.00
2011-09-06	Run 24,785		333.02
2011-09-06	Run 24,820		505.86
2011-09-06	Run 24,821		100.00
2011-09-07	Run 24,889		865.00
2011-09-07	Run 24,893		545.00
2011-09-07	Run 24,924		131.00
2011-09-08	Run 24,946		121.00
2011-09-08	Run 24,950		665.00
2011-09-08	Run 24,953		735.00
2011-09-08	Run 24,967		93.54
2011-09-08	Run 24,969		131.00
2011-09-08	Run 24,970		200.00
2011-09-08	Run 24,996		725.00
2011-09-08	Run 25,006		78.32
2011-09-08	Run 25,010		499.74
2011-09-08	Run 25,019		755.00
2011-09-09	Run 25,026		735.00
2011-09-09	Run 25,059		63.86
2011-09-09	Run 25,061		430.00
2011-09-09	Run 25,064		100.26
2011-09-09	Run 25,093		443.72
2011-09-10	Run 25,087		69.95
2011-09-10	Run 25,108		82.01
2011-09-10	Run 25,110		775.00
2011-09-10	Run 25,125		89.42
2011-09-10	Run 25,126		755.00
2011-09-10	Run 25,134		125.10
2011-09-10	Run 25,141		785.00
2011-09-10	Run 25,155		725.00
2011-09-10	Run 25,157		655.00

ESCAMBIA COUNTY EMS
4thd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-09-10	Run 25,199		361.29
2011-09-11	Run 25,191		635.00
2011-09-11	Run 25,207		85.00
2011-09-11	Run 25,231		745.00
2011-09-11	Run 25,236		191.13
2011-09-11	Run 25,237		755.00
2011-09-11	Run 25,246		585.00
2011-09-12	Run 25,259		765.00
2011-09-12	Run 25,299		18.24
2011-09-12	Run 25,300		251.50
2011-09-12	Run 25,316		100.00
2011-09-12	Run 25,353		261.04
2011-09-12	Run 25,370		585.00
2011-09-12	Run 25,386		715.00
2011-09-13	Run 25,361		565.00
2011-09-13	Run 25,383		815.00
2011-09-13	Run 25,407		228.14
2011-09-13	Run 25,445		845.00
2011-09-13	Run 25,480		825.00
2011-09-14	Run 25,465		420.00
2011-09-14	Run 25,475		90.93
2011-09-14	Run 25,478		54.66
2011-09-14	Run 25,483		99.04
2011-09-14	Run 25,491		100.00
2011-09-14	Run 25,495		71.60
2011-09-14	Run 25,505		107.00
2011-09-14	Run 25,507		216.50
2011-09-14	Run 25,538		49.05
2011-09-14	Run 25,563		104.65
2011-09-15	Run 25,630		110.00
2011-09-15	Run 25,633		75.52
2011-09-15	Run 25,658		143.00
2011-09-15	Run 25,663		159.00
2011-09-15	Run 25,664		765.00
2011-09-15	Run 25,684		127.00
2011-09-15	Run 25,703		87.64
2011-09-16	Run 25,689		545.00
2011-09-16	Run 25,729		188.23
2011-09-16	Run 25,735		575.00
2011-09-16	Run 25,742		135.60
2011-09-16	Run 25,755		114.00
2011-09-16	Run 25,760		615.00
2011-09-16	Run 25,768		16.10
2011-09-16	Run 25,798		805.00
2011-09-17	Run 25,843		685.00
2011-09-17	Run 25,873		575.00
2011-09-17	Run 25,894		655.00
2011-09-18	Run 25,911		141.49
2011-09-18	Run 25,942		137.00
2011-09-18	Run 25,985		735.00
2011-09-19	Run 26,003		545.00
2011-09-19	Run 26,019		715.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-09-19	Run 26,027		565.00
2011-09-19	Run 26,028		200.00
2011-09-19	Run 26,030		100.00
2011-09-19	Run 26,033		635.00
2011-09-19	Run 26,050		150.00
2011-09-19	Run 26,052		85.31
2011-09-19	Run 26,054		120.00
2011-09-19	Run 26,059		675.00
2011-09-19	Run 26,098		674.01
2011-09-19	Run 26,106		595.00
2011-09-20	Run 26,089		545.00
2011-09-20	Run 26,173		516.00
2011-09-20	Run 26,175		408.40
2011-09-20	Run 26,177		121.00
2011-09-20	Run 26,189		625.00
2011-09-20	Run 26,196		595.00
2011-09-20	Run 26,197		785.00
2011-09-20	Run 26,212		555.00
2011-09-20	Run 26,317		489.76
2011-09-21	Run 26,209		82.84
2011-09-21	Run 26,225		705.00
2011-09-21	Run 26,226		675.00
2011-09-21	Run 26,234		850.00
2011-09-21	Run 26,235		665.00
2011-09-21	Run 26,239		78.84
2011-09-21	Run 26,248		121.00
2011-09-21	Run 26,260		74.34
2011-09-21	Run 26,305		645.00
2011-09-22	Run 26,309		200.00
2011-09-22	Run 26,322		105.21
2011-09-22	Run 26,331		555.00
2011-09-22	Run 26,339		655.00
2011-09-22	Run 26,383		795.00
2011-09-22	Run 26,384		84.62
2011-09-22	Run 26,394		735.00
2011-09-22	Run 26,475		200.00
2011-09-23	Run 26,398		52.47
2011-09-23	Run 26,399		565.00
2011-09-23	Run 26,409		665.00
2011-09-23	Run 26,412		605.00
2011-09-23	Run 26,439		535.00
2011-09-23	Run 26,457		695.00
2011-09-23	Run 26,462		535.00
2011-09-23	Run 26,466		645.00
2011-09-23	Run 26,484		765.00
2011-09-24	Run 26,485		535.00
2011-09-24	Run 26,506		100.00
2011-09-24	Run 26,513		99.80
2011-09-24	Run 26,519		720.00
2011-09-24	Run 26,540		745.00
2011-09-24	Run 26,550		725.00
2011-09-24	Run 26,563		81.19

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-09-24	Run 26,569		605.00
2011-09-24	Run 26,598		685.00
2011-09-24	Run 26,600		735.00
2011-09-24	Run 26,601		535.00
2011-09-25	Run 26,595		100.00
2011-09-25	Run 26,597		615.00
2011-09-25	Run 26,602		545.00
2011-09-25	Run 26,603		555.00
2011-09-25	Run 26,625		555.00
2011-09-25	Run 26,627		71.21
2011-09-25	Run 26,632		595.00
2011-09-25	Run 26,637		605.00
2011-09-25	Run 26,640		760.00
2011-09-25	Run 26,659		725.00
2011-09-25	Run 26,665		565.00
2011-09-25	Run 26,666		89.29
2011-09-25	Run 26,672		685.00
2011-09-25	Run 26,883		217.32
2011-09-26	Run 26,650		585.00
2011-09-26	Run 26,664		645.00
2011-09-26	Run 26,668		535.00
2011-09-26	Run 26,680		555.00
2011-09-26	Run 26,684		615.00
2011-09-26	Run 26,690		595.00
2011-09-26	Run 26,692		535.00
2011-09-26	Run 26,699		625.00
2011-09-26	Run 26,701		705.00
2011-09-26	Run 26,706		17.30
2011-09-26	Run 26,711		106.10
2011-09-26	Run 26,721		795.00
2011-09-26	Run 26,730		655.00
2011-09-26	Run 26,732		575.00
2011-09-26	Run 26,737		755.00
2011-09-26	Run 26,746		865.00
2011-09-26	Run 26,751		765.00
2011-09-26	Run 26,758		575.00
2011-09-26	Run 26,769		725.00
2011-09-27	Run 26,727		615.00
2011-09-27	Run 26,750		565.00
2011-09-27	Run 26,763		725.00
2011-09-27	Run 26,778		36.60
2011-09-27	Run 26,805		645.00
2011-09-27	Run 26,807		705.00
2011-09-27	Run 26,808		725.00
2011-09-27	Run 26,814		131.00
2011-09-27	Run 26,815		815.00
2011-09-27	Run 26,817		655.00
2011-09-27	Run 26,818		81.19
2011-09-27	Run 26,821		725.00
2011-09-27	Run 26,829		745.00
2011-09-27	Run 26,836		207.23
2011-09-27	Run 26,854		20.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-09-27	Run 26,856		420.00
2011-09-27	Run 26,859		585.00
2011-09-27	Run 26,861		755.00
2011-09-27	Run 26,868		805.00
2011-09-27	Run 26,871		535.00
2011-09-28	Run 26,867		705.00
2011-09-28	Run 26,870		100.00
2011-09-28	Run 26,873		67.90
2011-09-28	Run 26,893		126.07
2011-09-28	Run 26,898		610.00
2011-09-28	Run 26,901		585.00
2011-09-28	Run 26,903		365.78
2011-09-28	Run 26,904		535.00
2011-09-28	Run 26,905		665.00
2011-09-28	Run 26,909		715.00
2011-09-28	Run 26,913		520.00
2011-09-28	Run 26,914		695.00
2011-09-28	Run 26,918		735.00
2011-09-28	Run 26,922		575.00
2011-09-28	Run 26,924		675.00
2011-09-28	Run 26,929		550.00
2011-09-28	Run 26,934		755.00
2011-09-28	Run 26,938		725.00
2011-09-28	Run 26,940		685.00
2011-09-28	Run 26,944		735.00
2011-09-28	Run 26,950		100.00
2011-09-29	Run 26,941		539.40
2011-09-29	Run 26,949		695.00
2011-09-29	Run 26,952		565.00
2011-09-29	Run 26,983		745.00
2011-09-29	Run 26,988		725.00
2011-09-29	Run 27,012		545.00
2011-09-29	Run 27,020		595.00
2011-09-29	Run 27,024		590.00
2011-09-29	Run 27,026		695.00
2011-09-29	Run 27,031		790.00
2011-09-29	Run 27,035		765.00
2011-09-29	Run 27,052		585.00
2011-09-29	Run 27,658		535.00
2011-09-30	Run 27,044		690.00
2011-09-30	Run 27,056		555.00
2011-09-30	Run 27,075		780.00
2011-09-30	Run 27,081		575.00
2011-09-30	Run 27,086		620.00
2011-09-30	Run 27,092		620.00
2011-09-30	Run 27,096		443.76
2011-09-30	Run 27,099		685.00
2011-09-30	Run 27,102		545.00
2011-09-30	Run 27,109		282.50
2011-09-30	Run 27,115		815.00
2011-09-30	Run 27,120		875.00
2011-09-30	Run 27,128		600.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-09-30	Run 27,143		81.05
2011-09-30	Run 27,150		72.15
2011-09-30	Run 27,152		160.00
2011-09-30	Run 27,153		725.00
2011-09-30	Run 27,154		715.00
2011-10-01	Run 27,141		745.00
2011-10-01	Run 27,156		150.00
2011-10-01	Run 27,166		695.00
2011-10-01	Run 27,168		46.26
2011-10-01	Run 27,169		199.83
2011-10-01	Run 27,171		780.00
2011-10-01	Run 27,175		765.00
2011-10-01	Run 27,184		635.00
2011-10-01	Run 27,187		735.00
2011-10-01	Run 27,193		150.00
2011-10-01	Run 27,195		675.00
2011-10-01	Run 27,196		615.00
2011-10-01	Run 27,201		605.00
2011-10-01	Run 27,204		83.94
2011-10-01	Run 27,214		85.72
2011-10-01	Run 27,218		60.00
2011-10-01	Run 27,220		615.00
2011-10-01	Run 27,221		517.00
2011-10-01	Run 27,226		655.00
2011-10-01	Run 27,232		705.00
2011-10-01	Run 27,236		605.00
2011-10-01	Run 27,238		685.00
2011-10-01	Run 27,247		85.17
2011-10-01	Run 27,256		74.07
2011-10-01	Run 27,259		755.00
2011-10-02	Run 27,234		265.17
2011-10-02	Run 27,235		565.00
2011-10-02	Run 27,241		615.00
2011-10-02	Run 27,243		705.00
2011-10-02	Run 27,255		805.00
2011-10-02	Run 27,261		555.00
2011-10-02	Run 27,265		100.55
2011-10-02	Run 27,279		104.24
2011-10-02	Run 27,284		440.00
2011-10-02	Run 27,287		795.00
2011-10-02	Run 27,310		675.00
2011-10-02	Run 27,315		615.00
2011-10-02	Run 27,317		555.00
2011-10-02	Run 27,327		775.00
2011-10-02	Run 27,437		50.00
2011-10-03	Run 27,307		765.00
2011-10-03	Run 27,322		28.00
2011-10-03	Run 27,335		635.00
2011-10-03	Run 27,339		630.00
2011-10-03	Run 27,343		167.00
2011-10-03	Run 27,344		573.19
2011-10-03	Run 27,347		104.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-10-03	Run 27,348		715.00
2011-10-03	Run 27,361		85.31
2011-10-03	Run 27,366		725.00
2011-10-03	Run 27,371		535.00
2011-10-03	Run 27,381		301.27
2011-10-03	Run 27,382		86.95
2011-10-03	Run 27,387		705.00
2011-10-03	Run 27,389		136.00
2011-10-03	Run 27,398		42.70
2011-10-03	Run 27,399		475.66
2011-10-03	Run 27,400		100.00
2011-10-03	Run 27,402		565.00
2011-10-03	Run 27,411		199.50
2011-10-03	Run 27,412		655.00
2011-10-03	Run 27,420		645.00
2011-10-03	Run 27,430		70.52
2011-10-03	Run 27,436		83.94
2011-10-04	Run 27,423		725.00
2011-10-04	Run 27,462		555.00
2011-10-04	Run 27,466		855.00
2011-10-04	Run 27,470		555.00
2011-10-04	Run 27,472		695.00
2011-10-04	Run 27,473		695.00
2011-10-04	Run 27,475		625.00
2011-10-04	Run 27,491		150.00
2011-10-04	Run 27,501		600.00
2011-10-04	Run 27,508		675.00
2011-10-04	Run 27,513		86.82
2011-10-04	Run 27,517		150.00
2011-10-04	Run 27,537		200.00
2011-10-04	Run 27,543		595.00
2011-10-04	Run 27,548		780.00
2011-10-05	Run 27,522		86.54
2011-10-05	Run 27,525		90.25
2011-10-05	Run 27,526		715.00
2011-10-05	Run 27,544		575.00
2011-10-05	Run 27,547		535.00
2011-10-05	Run 27,565		635.00
2011-10-05	Run 27,571		72.15
2011-10-05	Run 27,574		89.01
2011-10-05	Run 27,575		100.00
2011-10-05	Run 27,576		555.00
2011-10-05	Run 27,579		575.00
2011-10-05	Run 27,580		135.00
2011-10-05	Run 27,583		595.00
2011-10-05	Run 27,586		665.00
2011-10-05	Run 27,591		625.00
2011-10-05	Run 27,594		545.00
2011-10-05	Run 27,597		72.84
2011-10-05	Run 27,602		705.00
2011-10-05	Run 27,606		535.00
2011-10-05	Run 27,607		75.44

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-10-05	Run 27,610		855.00
2011-10-05	Run 27,611		580.00
2011-10-05	Run 27,620		555.00
2011-10-05	Run 27,621		755.00
2011-10-05	Run 27,622		100.00
2011-10-05	Run 27,631		635.00
2011-10-05	Run 27,646		20.00
2011-10-05	Run 27,647		805.00
2011-10-06	Run 27,628		605.00
2011-10-06	Run 27,629		81.88
2011-10-06	Run 27,655		150.00
2011-10-06	Run 27,660		655.00
2011-10-06	Run 27,663		200.33
2011-10-06	Run 27,667		735.00
2011-10-06	Run 27,668		439.76
2011-10-06	Run 27,673		575.00
2011-10-06	Run 27,674		665.00
2011-10-06	Run 27,675		326.74
2011-10-06	Run 27,678		160.00
2011-10-06	Run 27,685		755.00
2011-10-06	Run 27,688		755.00
2011-10-06	Run 27,689		615.00
2011-10-06	Run 27,691		665.00
2011-10-06	Run 27,699		62.48
2011-10-06	Run 27,708		75.44
2011-10-06	Run 27,717		55.62
2011-10-06	Run 27,730		82.02
2011-10-06	Run 27,732		200.00
2011-10-06	Run 27,733		855.00
2011-10-06	Run 27,740		72.70
2011-10-06	Run 29,358		85.00
2011-10-07	Run 27,726		735.00
2011-10-07	Run 27,727		150.00
2011-10-07	Run 27,744		745.00
2011-10-07	Run 27,753		395.00
2011-10-07	Run 27,759		100.00
2011-10-07	Run 27,761		86.27
2011-10-07	Run 27,771		80.51
2011-10-07	Run 27,772		535.00
2011-10-07	Run 27,775		745.00
2011-10-07	Run 27,780		82.15
2011-10-07	Run 27,783		119.00
2011-10-07	Run 27,787		805.00
2011-10-07	Run 27,798		575.00
2011-10-07	Run 27,825		86.13
2011-10-07	Run 27,827		805.00
2011-10-08	Run 27,794		201.50
2011-10-08	Run 27,796		735.00
2011-10-08	Run 27,811		545.00
2011-10-08	Run 27,823		725.00
2011-10-08	Run 27,830		705.00
2011-10-08	Run 27,838		575.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-10-08	Run 27,840		545.00
2011-10-08	Run 27,843		625.00
2011-10-08	Run 27,847		42.70
2011-10-08	Run 27,857		129.00
2011-10-08	Run 27,859		555.00
2011-10-08	Run 27,862		94.36
2011-10-08	Run 27,866		158.84
2011-10-08	Run 27,867		575.00
2011-10-08	Run 27,871		635.00
2011-10-08	Run 27,874		55.62
2011-10-08	Run 27,880		575.00
2011-10-08	Run 27,881		155.40
2011-10-08	Run 27,887		725.00
2011-10-08	Run 27,890		715.00
2011-10-08	Run 27,891		659.27
2011-10-08	Run 27,897		715.00
2011-10-08	Run 27,902		615.00
2011-10-08	Run 27,907		575.00
2011-10-08	Run 27,908		605.00
2011-10-08	Run 27,909		795.00
2011-10-08	Run 27,918		715.00
2011-10-08	Run 27,923		625.00
2011-10-09	Run 27,894		100.00
2011-10-09	Run 27,896		815.00
2011-10-09	Run 27,921		75.30
2011-10-09	Run 27,929		605.00
2011-10-09	Run 27,935		85.99
2011-10-09	Run 27,943		885.00
2011-10-09	Run 27,944		86.68
2011-10-09	Run 27,947		83.11
2011-10-09	Run 27,948		213.50
2011-10-09	Run 27,949		535.00
2011-10-09	Run 27,951		100.00
2011-10-09	Run 27,953		550.00
2011-10-09	Run 27,957		715.00
2011-10-09	Run 27,959		50.00
2011-10-09	Run 27,966		765.00
2011-10-09	Run 27,986		655.00
2011-10-09	Run 27,987		665.00
2011-10-09	Run 27,992		775.00
2011-10-09	Run 27,999		595.00
2011-10-10	Run 27,969		10.00
2011-10-10	Run 27,974		765.00
2011-10-10	Run 27,989		75.72
2011-10-10	Run 28,009		745.00
2011-10-10	Run 28,016		715.00
2011-10-10	Run 28,023		630.00
2011-10-10	Run 28,027		137.00
2011-10-10	Run 28,030		87.37
2011-10-10	Run 28,034		67.06
2011-10-10	Run 28,035		835.00
2011-10-10	Run 28,041		665.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-10-10	Run 28,047		795.00
2011-10-10	Run 28,055		715.00
2011-10-10	Run 28,065		605.00
2011-10-10	Run 28,067		135.00
2011-10-10	Run 28,074		100.00
2011-10-10	Run 28,084		166.50
2011-10-10	Run 28,086		100.00
2011-10-10	Run 28,090		429.96
2011-10-10	Run 28,091		84.48
2011-10-11	Run 28,072		102.05
2011-10-11	Run 28,092		85.45
2011-10-11	Run 28,100		89.29
2011-10-11	Run 28,101		271.00
2011-10-11	Run 28,104		725.00
2011-10-11	Run 28,107		69.41
2011-10-11	Run 28,108		705.00
2011-10-11	Run 28,112		160.00
2011-10-11	Run 28,118		765.00
2011-10-11	Run 28,129		835.00
2011-10-11	Run 28,132		855.00
2011-10-11	Run 28,135		725.00
2011-10-11	Run 28,146		675.00
2011-10-11	Run 28,152		69.95
2011-10-11	Run 28,157		78.19
2011-10-11	Run 28,159		625.00
2011-10-11	Run 28,160		41.55
2011-10-11	Run 28,162		595.00
2011-10-11	Run 28,166		610.00
2011-10-11	Run 28,168		81.47
2011-10-11	Run 28,176		125.00
2011-10-11	Run 28,188		605.00
2011-10-11	Run 28,189		705.00
2011-10-11	Run 28,195		665.00
2011-10-11	Run 28,207		69.64
2011-10-12	Run 28,185		590.00
2011-10-12	Run 28,190		665.00
2011-10-12	Run 28,191		655.00
2011-10-12	Run 28,205		605.00
2011-10-12	Run 28,206		100.00
2011-10-12	Run 28,223		745.00
2011-10-12	Run 28,228		645.00
2011-10-12	Run 28,232		200.00
2011-10-12	Run 28,233		665.00
2011-10-12	Run 28,235		795.00
2011-10-12	Run 28,236		725.00
2011-10-12	Run 28,250		545.00
2011-10-12	Run 28,253		705.00
2011-10-12	Run 28,263		535.00
2011-10-12	Run 28,264		635.00
2011-10-12	Run 28,283		805.00
2011-10-12	Run 28,293		735.00
2011-10-12	Run 28,294		545.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-10-12	Run 28,296		80.51
2011-10-12	Run 28,304		545.00
2011-10-12	Run 28,305		745.00
2011-10-12	Run 28,312		595.00
2011-10-12	Run 28,313		775.00
2011-10-12	Run 28,316		49.97
2011-10-12	Run 28,326		74.48
2011-10-13	Run 28,339		685.00
2011-10-13	Run 28,356		81.88
2011-10-13	Run 28,358		200.00
2011-10-13	Run 28,366		94.09
2011-10-13	Run 28,370		237.64
2011-10-13	Run 28,376		239.06
2011-10-13	Run 28,378		360.83
2011-10-13	Run 28,379		645.00
2011-10-13	Run 28,381		775.00
2011-10-13	Run 28,383		70.91
2011-10-13	Run 28,387		745.00
2011-10-13	Run 28,390		106.85
2011-10-13	Run 28,405		81.74
2011-10-13	Run 28,408		785.00
2011-10-13	Run 28,419		705.00
2011-10-13	Run 28,463		88.46
2011-10-14	Run 28,393		790.00
2011-10-14	Run 28,400		675.00
2011-10-14	Run 28,403		745.00
2011-10-14	Run 28,414		705.00
2011-10-14	Run 28,424		645.00
2011-10-14	Run 28,425		845.00
2011-10-14	Run 28,428		213.40
2011-10-14	Run 28,436		81.87
2011-10-14	Run 28,439		150.00
2011-10-14	Run 28,441		635.00
2011-10-14	Run 28,443		612.57
2011-10-14	Run 28,451		257.90
2011-10-14	Run 28,456		165.00
2011-10-14	Run 28,458		89.01
2011-10-14	Run 28,472		785.00
2011-10-14	Run 28,473		71.05
2011-10-14	Run 28,475		535.00
2011-10-14	Run 28,477		805.00
2011-10-14	Run 28,478		595.00
2011-10-14	Run 28,482		100.00
2011-10-14	Run 28,487		535.00
2011-10-14	Run 28,491		755.00
2011-10-14	Run 28,507		200.00
2011-10-14	Run 28,677		171.50
2011-10-15	Run 28,481		605.00
2011-10-15	Run 28,490		905.00
2011-10-15	Run 28,492		69.13
2011-10-15	Run 28,502		545.00
2011-10-15	Run 28,511		725.00

**ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off**

Trip Date	Run #	Customer	Due
2011-10-15	Run 28,518		575.00
2011-10-15	Run 28,526		595.00
2011-10-15	Run 28,527		675.00
2011-10-15	Run 28,538		915.00
2011-10-15	Run 28,545		127.00
2011-10-15	Run 28,547		142.20
2011-10-15	Run 28,549		543.79
2011-10-15	Run 28,550		725.00
2011-10-15	Run 28,553		755.00
2011-10-15	Run 28,557		470.00
2011-10-15	Run 28,559		283.22
2011-10-15	Run 28,560		86.95
2011-10-15	Run 28,562		755.00
2011-10-15	Run 28,563		715.00
2011-10-15	Run 28,567		705.00
2011-10-15	Run 28,571		68.03
2011-10-15	Run 28,575		85.99
2011-10-15	Run 28,579		560.00
2011-10-15	Run 28,586		705.00
2011-10-15	Run 28,588		150.00
2011-10-15	Run 28,591		89.29
2011-10-15	Run 28,597		595.00
2011-10-15	Run 28,598		125.00
2011-10-16	Run 28,566		555.00
2011-10-16	Run 28,572		715.00
2011-10-16	Run 28,576		150.00
2011-10-16	Run 28,577		545.00
2011-10-16	Run 28,581		150.00
2011-10-16	Run 28,594		545.00
2011-10-16	Run 28,604		615.00
2011-10-16	Run 28,608		575.00
2011-10-16	Run 28,614		655.00
2011-10-16	Run 28,618		665.00
2011-10-16	Run 28,620		84.48
2011-10-16	Run 28,623		160.00
2011-10-16	Run 28,624		625.00
2011-10-16	Run 28,630		565.00
2011-10-16	Run 28,640		200.00
2011-10-16	Run 28,647		655.00
2011-10-16	Run 28,650		100.00
2011-10-16	Run 28,656		735.00
2011-10-16	Run 28,657		141.00
2011-10-16	Run 28,660		665.00
2011-10-16	Run 28,667		600.00
2011-10-16	Run 28,673		595.00
2011-10-16	Run 28,777		588.17
2011-10-16	Run 30,097		545.00
2011-10-17	Run 28,644		625.00
2011-10-17	Run 28,652		545.00
2011-10-17	Run 28,665		655.00
2011-10-17	Run 28,666		86.68
2011-10-17	Run 28,686		895.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-10-17	Run 28,687		640.00
2011-10-17	Run 28,688		775.00
2011-10-17	Run 28,689		555.00
2011-10-17	Run 28,693		685.00
2011-10-17	Run 28,694		389.06
2011-10-17	Run 28,709		85.17
2011-10-17	Run 28,711		595.00
2011-10-17	Run 28,714		239.06
2011-10-17	Run 28,716		915.00
2011-10-17	Run 28,729		765.00
2011-10-17	Run 28,731		735.00
2011-10-17	Run 28,735		569.06
2011-10-17	Run 28,736		125.00
2011-10-17	Run 28,738		93.13
2011-10-17	Run 28,745		645.00
2011-10-17	Run 28,749		765.00
2011-10-17	Run 28,752		605.00
2011-10-17	Run 28,757		575.00
2011-10-17	Run 28,763		745.00
2011-10-17	Run 28,832		100.00
2011-10-18	Run 28,747		725.00
2011-10-18	Run 28,759		100.00
2011-10-18	Run 28,760		755.00
2011-10-18	Run 28,790		645.00
2011-10-18	Run 28,794		715.00
2011-10-18	Run 28,795		83.80
2011-10-18	Run 28,805		705.00
2011-10-18	Run 28,810		200.00
2011-10-18	Run 28,811		552.50
2011-10-18	Run 28,813		755.00
2011-10-18	Run 28,830		735.00
2011-10-18	Run 28,831		635.00
2011-10-18	Run 28,839		530.00
2011-10-18	Run 28,845		715.00
2011-10-18	Run 28,846		555.00
2011-10-18	Run 28,855		820.00
2011-10-18	Run 28,856		555.00
2011-10-18	Run 28,858		555.00
2011-10-18	Run 28,891		150.00
2011-10-19	Run 28,904		466.04
2011-10-19	Run 28,908		68.44
2011-10-19	Run 28,911		675.00
2011-10-19	Run 28,915		87.15
2011-10-19	Run 28,925		625.00
2011-10-19	Run 28,928		236.04
2011-10-19	Run 28,929		565.00
2011-10-19	Run 28,930		545.00
2011-10-19	Run 28,932		585.00
2011-10-19	Run 28,941		725.00
2011-10-19	Run 28,947		665.00
2011-10-19	Run 28,950		55.62
2011-10-19	Run 28,952		127.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-10-19	Run 28,953		127.00
2011-10-19	Run 28,960		665.00
2011-10-19	Run 28,964		675.00
2011-10-19	Run 28,966		585.00
2011-10-19	Run 28,971		725.00
2011-10-19	Run 28,972		725.00
2011-10-20	Run 28,965		605.00
2011-10-20	Run 28,977		555.00
2011-10-20	Run 28,978		16.10
2011-10-20	Run 28,988		655.00
2011-10-20	Run 28,998		85.58
2011-10-20	Run 29,005		605.00
2011-10-20	Run 29,007		645.00
2011-10-20	Run 29,011		755.00
2011-10-20	Run 29,019		429.96
2011-10-20	Run 29,023		855.00
2011-10-20	Run 29,026		349.06
2011-10-20	Run 29,028		645.00
2011-10-20	Run 29,035		645.00
2011-10-20	Run 29,050		795.00
2011-10-20	Run 29,055		133.00
2011-10-21	Run 29,042		705.00
2011-10-21	Run 29,052		705.00
2011-10-21	Run 29,059		845.00
2011-10-21	Run 29,060		565.00
2011-10-21	Run 29,071		150.00
2011-10-21	Run 29,082		555.00
2011-10-21	Run 29,085		100.00
2011-10-21	Run 29,088		150.00
2011-10-21	Run 29,091		85.45
2011-10-21	Run 29,099		715.00
2011-10-21	Run 29,101		745.00
2011-10-21	Run 29,114		545.00
2011-10-21	Run 29,117		72.97
2011-10-21	Run 29,122		605.00
2011-10-21	Run 29,125		575.00
2011-10-21	Run 29,134		299.18
2011-10-21	Run 29,150		775.00
2011-10-21	Run 29,158		775.00
2011-10-21	Run 29,160		790.00
2011-10-21	Run 29,172		595.00
2011-10-21	Run 29,173		625.00
2011-10-21	Run 29,174		242.78
2011-10-22	Run 29,141		695.00
2011-10-22	Run 29,146		655.00
2011-10-22	Run 29,153		645.00
2011-10-22	Run 29,171		88.05
2011-10-22	Run 29,182		94.09
2011-10-22	Run 29,188		715.00
2011-10-22	Run 29,190		470.00
2011-10-22	Run 29,191		565.00
2011-10-22	Run 29,195		83.94

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-10-22	Run 29,196		635.00
2011-10-22	Run 29,198		545.00
2011-10-22	Run 29,199		105.89
2011-10-22	Run 29,213		515.06
2011-10-22	Run 29,216		595.00
2011-10-22	Run 29,218		655.00
2011-10-22	Run 29,219		715.00
2011-10-22	Run 29,220		615.00
2011-10-22	Run 29,228		595.00
2011-10-22	Run 29,233		143.00
2011-10-22	Run 29,241		725.00
2011-10-22	Run 29,258		219.88
2011-10-22	Run 29,263		91.62
2011-10-23	Run 29,232		775.00
2011-10-23	Run 29,238		289.06
2011-10-23	Run 29,247		65.01
2011-10-23	Run 29,255		108.00
2011-10-23	Run 29,259		685.00
2011-10-23	Run 29,273		100.00
2011-10-23	Run 29,282		100.00
2011-10-23	Run 29,283		835.00
2011-10-23	Run 29,284		775.00
2011-10-23	Run 29,285		78.32
2011-10-23	Run 29,292		775.00
2011-10-23	Run 29,294		55.00
2011-10-23	Run 29,296		605.00
2011-10-23	Run 29,298		705.00
2011-10-23	Run 29,299		545.00
2011-10-23	Run 29,302		215.60
2011-10-23	Run 29,304		9.23
2011-10-23	Run 29,314		575.00
2011-10-23	Run 29,316		100.00
2011-10-23	Run 29,317		416.76
2011-10-23	Run 29,320		735.00
2011-10-23	Run 29,326		239.06
2011-10-23	Run 29,328		735.00
2011-10-23	Run 29,331		69.82
2011-10-23	Run 29,346		585.00
2011-10-23	Run 29,353		800.00
2011-10-23	Run 29,535		112.00
2011-10-23	Run 29,539		785.00
2011-10-24	Run 29,336		705.00
2011-10-24	Run 29,345		70.50
2011-10-24	Run 29,348		88.88
2011-10-24	Run 29,349		735.00
2011-10-24	Run 29,350		87.09
2011-10-24	Run 29,357		100.00
2011-10-24	Run 29,363		565.00
2011-10-24	Run 29,368		585.00
2011-10-24	Run 29,370		78.05
2011-10-24	Run 29,371		835.00
2011-10-24	Run 29,373		595.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-10-24	Run 29,379		585.00
2011-10-24	Run 29,380		735.00
2011-10-24	Run 29,381		760.00
2011-10-24	Run 29,387		80.93
2011-10-24	Run 29,397		98.07
2011-10-24	Run 29,398		100.00
2011-10-24	Run 29,401		745.00
2011-10-24	Run 29,407		258.02
2011-10-24	Run 29,410		86.68
2011-10-24	Run 29,411		595.00
2011-10-24	Run 29,421		715.00
2011-10-24	Run 29,422		735.00
2011-10-24	Run 29,425		555.00
2011-10-24	Run 29,426		200.00
2011-10-24	Run 29,441		73.52
2011-10-24	Run 29,448		535.00
2011-10-24	Run 29,450		87.78
2011-10-25	Run 29,423		342.81
2011-10-25	Run 29,433		575.00
2011-10-25	Run 29,435		655.00
2011-10-25	Run 29,437		347.32
2011-10-25	Run 29,438		565.00
2011-10-25	Run 29,440		426.40
2011-10-25	Run 29,444		84.22
2011-10-25	Run 29,460		595.00
2011-10-25	Run 29,466		685.00
2011-10-25	Run 29,469		129.00
2011-10-25	Run 29,471		685.00
2011-10-25	Run 29,473		535.00
2011-10-25	Run 29,483		575.00
2011-10-25	Run 29,484		655.00
2011-10-25	Run 29,487		20.00
2011-10-25	Run 29,490		555.00
2011-10-25	Run 29,494		20.00
2011-10-25	Run 29,495		180.00
2011-10-25	Run 29,505		695.00
2011-10-25	Run 29,522		585.00
2011-10-25	Run 30,170		615.00
2011-10-26	Run 29,515		119.00
2011-10-26	Run 29,525		715.00
2011-10-26	Run 29,549		73.38
2011-10-26	Run 29,550		81.05
2011-10-26	Run 29,558		725.00
2011-10-26	Run 29,572		82.84
2011-10-26	Run 29,586		855.00
2011-10-26	Run 29,597		102.84
2011-10-26	Run 29,598		150.00
2011-10-26	Run 29,600		545.00
2011-10-26	Run 29,607		695.00
2011-10-26	Run 29,609		645.00
2011-10-26	Run 29,621		635.00
2011-10-26	Run 29,626		655.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-10-26	Run 29,630		535.00
2011-10-26	Run 29,633		13.17
2011-10-26	Run 29,640		86.54
2011-10-27	Run 29,605		665.00
2011-10-27	Run 29,606		555.00
2011-10-27	Run 29,611		77.91
2011-10-27	Run 29,618		675.00
2011-10-27	Run 29,629		85.03
2011-10-27	Run 29,641		775.00
2011-10-27	Run 29,646		585.00
2011-10-27	Run 29,648		84.21
2011-10-27	Run 29,653		100.00
2011-10-27	Run 29,670		635.00
2011-10-27	Run 29,671		81.75
2011-10-27	Run 29,679		70.50
2011-10-27	Run 29,683		434.70
2011-10-27	Run 29,684		317.32
2011-10-27	Run 29,688		46.43
2011-10-27	Run 29,696		755.00
2011-10-27	Run 29,700		209.50
2011-10-27	Run 29,709		805.00
2011-10-27	Run 29,710		725.00
2011-10-27	Run 29,712		585.00
2011-10-27	Run 29,713		575.00
2011-10-27	Run 29,716		645.00
2011-10-27	Run 29,717		200.00
2011-10-27	Run 29,728		695.00
2011-10-27	Run 29,729		100.00
2011-10-27	Run 29,730		123.00
2011-10-27	Run 29,731		785.00
2011-10-28	Run 29,695		150.00
2011-10-28	Run 29,697		92.17
2011-10-28	Run 29,718		655.00
2011-10-28	Run 29,719		725.00
2011-10-28	Run 29,745		605.00
2011-10-28	Run 29,752		264.18
2011-10-28	Run 29,754		131.29
2011-10-28	Run 29,755		555.00
2011-10-28	Run 29,760		555.00
2011-10-28	Run 29,762		565.00
2011-10-28	Run 29,764		585.00
2011-10-28	Run 29,773		725.00
2011-10-28	Run 29,774		79.01
2011-10-28	Run 29,775		150.00
2011-10-28	Run 29,776		150.00
2011-10-28	Run 29,784		645.00
2011-10-28	Run 29,786		675.00
2011-10-28	Run 29,790		535.00
2011-10-28	Run 29,798		795.00
2011-10-28	Run 29,801		163.75
2011-10-28	Run 29,810		91.34
2011-10-28	Run 29,825		735.00

ESCAMBIA COUNTY EMS
4thd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-10-28	Run 29,828		224.50
2011-10-28	Run 29,832		94.50
2011-10-28	Run 29,835		565.00
2011-10-28	Run 29,841		780.00
2011-10-28	Run 29,842		110.00
2011-10-29	Run 29,829		204.64
2011-10-29	Run 29,831		755.00
2011-10-29	Run 29,836		705.00
2011-10-29	Run 29,837		490.00
2011-10-29	Run 29,839		129.00
2011-10-29	Run 29,846		100.00
2011-10-29	Run 29,850		805.00
2011-10-29	Run 29,856		69.68
2011-10-29	Run 29,857		695.00
2011-10-29	Run 29,861		150.00
2011-10-29	Run 29,865		565.00
2011-10-29	Run 29,867		85.99
2011-10-29	Run 29,870		735.00
2011-10-29	Run 29,872		85.99
2011-10-29	Run 29,873		565.00
2011-10-29	Run 29,881		86.27
2011-10-29	Run 29,886		84.76
2011-10-29	Run 29,893		125.50
2011-10-29	Run 29,901		605.00
2011-10-29	Run 29,904		150.00
2011-10-29	Run 29,907		585.00
2011-10-29	Run 29,909		585.00
2011-10-29	Run 29,915		575.00
2011-10-29	Run 29,921		88.19
2011-10-29	Run 29,922		100.00
2011-10-30	Run 29,918		535.00
2011-10-30	Run 29,919		80.78
2011-10-30	Run 29,920		780.00
2011-10-30	Run 29,940		575.00
2011-10-30	Run 29,950		545.00
2011-10-30	Run 29,959		585.00
2011-10-30	Run 29,961		83.89
2011-10-30	Run 29,971		695.00
2011-10-30	Run 29,979		500.00
2011-10-30	Run 29,983		775.00
2011-10-30	Run 29,987		555.00
2011-10-30	Run 29,988		625.00
2011-10-30	Run 29,990		87.37
2011-10-30	Run 29,992		705.00
2011-10-30	Run 29,995		86.68
2011-10-30	Run 30,001		545.00
2011-10-30	Run 30,007		775.00
2011-10-31	Run 29,986		80.51
2011-10-31	Run 29,993		605.00
2011-10-31	Run 30,002		745.00
2011-10-31	Run 30,003		705.00
2011-10-31	Run 30,015		93.54

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-10-31	Run 30,018		535.00
2011-10-31	Run 30,021		675.00
2011-10-31	Run 30,026		625.00
2011-10-31	Run 30,028		695.00
2011-10-31	Run 30,030		91.07
2011-10-31	Run 30,031		77.50
2011-10-31	Run 30,034		99.24
2011-10-31	Run 30,035		87.15
2011-10-31	Run 30,038		665.00
2011-10-31	Run 30,042		725.00
2011-10-31	Run 30,045		83.66
2011-10-31	Run 30,050		645.00
2011-10-31	Run 30,058		585.00
2011-10-31	Run 30,069		815.00
2011-10-31	Run 30,070		268.16
2011-10-31	Run 30,081		735.00
2011-10-31	Run 30,082		675.00
2011-10-31	Run 30,088		775.00
2011-11-01	Run 30,101		715.00
2011-11-01	Run 30,103		695.00
2011-11-01	Run 30,110		100.00
2011-11-01	Run 30,111		705.00
2011-11-01	Run 30,118		169.00
2011-11-01	Run 30,119		665.00
2011-11-01	Run 30,123		100.00
2011-11-01	Run 30,130		416.76
2011-11-01	Run 30,131		705.00
2011-11-01	Run 30,137		625.00
2011-11-01	Run 30,142		150.00
2011-11-01	Run 30,146		605.00
2011-11-01	Run 30,154		725.00
2011-11-01	Run 30,155		10.00
2011-11-01	Run 30,165		765.00
2011-11-01	Run 30,166		117.00
2011-11-01	Run 30,261		905.00
2011-11-02	Run 30,147		565.00
2011-11-02	Run 30,153		655.00
2011-11-02	Run 30,174		150.00
2011-11-02	Run 30,177		440.00
2011-11-02	Run 30,179		85.17
2011-11-02	Run 30,187		845.00
2011-11-02	Run 30,194		150.00
2011-11-02	Run 30,199		150.00
2011-11-02	Run 30,201		695.00
2011-11-02	Run 30,207		445.00
2011-11-02	Run 30,213		705.00
2011-11-02	Run 30,217		83.81
2011-11-02	Run 30,219		193.50
2011-11-02	Run 30,222		150.00
2011-11-02	Run 30,236		420.00
2011-11-02	Run 30,240		635.00
2011-11-02	Run 30,241		296.76

ESCAMBIA COUNTY EMS
4thd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-11-02	Run 30,251		705.00
2011-11-02	Run 30,258		83.25
2011-11-02	Run 30,263		615.00
2011-11-02	Run 30,264		725.00
2011-11-02	Run 30,269		675.00
2011-11-02	Run 30,271		715.00
2011-11-02	Run 30,272		555.00
2011-11-03	Run 30,242		555.00
2011-11-03	Run 30,266		575.00
2011-11-03	Run 30,285		100.00
2011-11-03	Run 30,296		555.00
2011-11-03	Run 30,300		200.00
2011-11-03	Run 30,303		68.09
2011-11-03	Run 30,304		675.00
2011-11-03	Run 30,308		117.00
2011-11-03	Run 30,315		100.00
2011-11-03	Run 30,323		421.23
2011-11-03	Run 30,327		377.32
2011-11-03	Run 30,329		555.00
2011-11-03	Run 30,340		655.00
2011-11-03	Run 30,366		84.90
2011-11-03	Run 30,383		790.00
2011-11-04	Run 30,355		850.00
2011-11-04	Run 30,371		150.00
2011-11-04	Run 30,379		735.00
2011-11-04	Run 30,381		150.00
2011-11-04	Run 30,389		605.00
2011-11-04	Run 30,391		725.00
2011-11-04	Run 30,393		100.00
2011-11-04	Run 30,407		605.00
2011-11-04	Run 30,413		100.00
2011-11-04	Run 30,419		735.00
2011-11-04	Run 30,420		223.48
2011-11-04	Run 30,421		150.00
2011-11-04	Run 30,423		575.00
2011-11-04	Run 30,430		205.50
2011-11-04	Run 30,432		785.00
2011-11-04	Run 30,437		200.00
2011-11-04	Run 30,438		96.56
2011-11-04	Run 30,440		765.00
2011-11-04	Run 30,442		150.00
2011-11-04	Run 30,446		605.00
2011-11-04	Run 30,454		150.00
2011-11-04	Run 30,459		202.42
2011-11-04	Run 30,460		122.00
2011-11-04	Run 30,462		715.00
2011-11-04	Run 30,464		695.00
2011-11-04	Run 30,468		90.52
2011-11-04	Run 30,479		131.00
2011-11-04	Run 30,569		80.51
2011-11-05	Run 30,456		248.48
2011-11-05	Run 30,461		615.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-11-05	Run 30,466		605.00
2011-11-05	Run 30,474		745.00
2011-11-05	Run 30,487		87.64
2011-11-05	Run 30,492		155.00
2011-11-05	Run 30,497		620.00
2011-11-05	Run 30,500		655.00
2011-11-05	Run 30,502		825.00
2011-11-05	Run 30,503		100.00
2011-11-05	Run 30,504		545.00
2011-11-05	Run 30,506		10.00
2011-11-05	Run 30,510		304.76
2011-11-05	Run 30,515		615.00
2011-11-05	Run 30,517		765.00
2011-11-05	Run 30,519		162.20
2011-11-05	Run 30,526		615.00
2011-11-05	Run 30,529		615.00
2011-11-05	Run 30,533		590.00
2011-11-05	Run 30,535		775.00
2011-11-05	Run 30,537		555.00
2011-11-05	Run 30,539		705.00
2011-11-05	Run 30,541		204.64
2011-11-05	Run 30,547		174.20
2011-11-05	Run 30,549		86.82
2011-11-05	Run 30,558		825.00
2011-11-05	Run 30,560		755.00
2011-11-05	Run 30,561		575.00
2011-11-05	Run 30,564		615.00
2011-11-05	Run 30,566		715.00
2011-11-05	Run 30,588		705.00
2011-11-05	Run 30,607		600.00
2011-11-06	Run 30,563		545.00
2011-11-06	Run 30,576		595.00
2011-11-06	Run 30,583		87.37
2011-11-06	Run 30,585		535.00
2011-11-06	Run 30,591		755.00
2011-11-06	Run 30,597		605.00
2011-11-06	Run 30,598		585.00
2011-11-06	Run 30,619		825.00
2011-11-06	Run 30,624		735.00
2011-11-06	Run 30,628		535.00
2011-11-06	Run 30,629		565.00
2011-11-06	Run 30,641		610.00
2011-11-06	Run 30,643		90.93
2011-11-06	Run 30,646		314.18
2011-11-06	Run 30,651		175.00
2011-11-06	Run 30,653		705.00
2011-11-06	Run 30,655		100.00
2011-11-06	Run 30,663		91.48
2011-11-07	Run 30,630		214.53
2011-11-07	Run 30,644		82.70
2011-11-07	Run 30,671		111.80
2011-11-07	Run 30,677		575.00

ESCAMBIA COUNTY EMS
4thd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-11-07	Run 30,682		695.00
2011-11-07	Run 30,684		565.00
2011-11-07	Run 30,685		87.23
2011-11-07	Run 30,686		535.00
2011-11-07	Run 30,698		1,115.00
2011-11-07	Run 30,705		565.00
2011-11-07	Run 30,706		150.00
2011-11-07	Run 30,707		870.00
2011-11-07	Run 30,708		535.00
2011-11-07	Run 30,709		88.60
2011-11-07	Run 30,712		850.00
2011-11-07	Run 30,713		705.00
2011-11-07	Run 30,719		645.00
2011-11-07	Run 30,725		139.41
2011-11-07	Run 30,726		595.00
2011-11-07	Run 30,740		635.00
2011-11-07	Run 30,742		625.00
2011-11-07	Run 30,749		695.00
2011-11-07	Run 30,750		815.00
2011-11-07	Run 30,755		610.00
2011-11-07	Run 30,764		825.00
2011-11-07	Run 30,767		595.00
2011-11-07	Run 30,829		120.00
2011-11-08	Run 30,673		655.00
2011-11-08	Run 30,729		87.50
2011-11-08	Run 30,741		605.00
2011-11-08	Run 30,765		485.00
2011-11-08	Run 30,775		625.00
2011-11-08	Run 30,777		725.00
2011-11-08	Run 30,778		78.19
2011-11-08	Run 30,783		150.00
2011-11-08	Run 30,787		100.00
2011-11-08	Run 30,795		147.40
2011-11-08	Run 30,799		725.00
2011-11-08	Run 30,803		855.00
2011-11-08	Run 30,805		655.00
2011-11-08	Run 30,807		685.00
2011-11-08	Run 30,811		72.56
2011-11-08	Run 30,815		369.10
2011-11-08	Run 30,821		102.32
2011-11-08	Run 30,824		85.00
2011-11-08	Run 30,825		286.74
2011-11-08	Run 30,830		127.00
2011-11-08	Run 30,833		150.00
2011-11-08	Run 30,838		745.00
2011-11-08	Run 30,839		595.00
2011-11-08	Run 30,842		695.00
2011-11-08	Run 30,847		81.60
2011-11-08	Run 30,850		725.00
2011-11-08	Run 30,854		805.00
2011-11-08	Run 30,855		605.00
2011-11-08	Run 30,865		595.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-11-08	Run 30,870		71.05
2011-11-09	Run 30,853		816.00
2011-11-09	Run 30,875		685.00
2011-11-09	Run 30,879		725.00
2011-11-09	Run 30,880		84.76
2011-11-09	Run 30,882		645.00
2011-11-09	Run 30,889		289.06
2011-11-09	Run 30,894		85.00
2011-11-09	Run 30,897		725.00
2011-11-09	Run 30,901		150.00
2011-11-09	Run 30,912		68.03
2011-11-09	Run 30,913		605.00
2011-11-09	Run 30,914		605.00
2011-11-09	Run 30,916		805.00
2011-11-09	Run 30,917		565.00
2011-11-09	Run 30,918		595.00
2011-11-09	Run 30,920		565.00
2011-11-09	Run 30,924		615.00
2011-11-09	Run 31,700		150.00
2011-11-10	Run 30,927		500.00
2011-11-10	Run 30,936		765.00
2011-11-10	Run 30,940		685.00
2011-11-10	Run 30,950		715.00
2011-11-10	Run 30,954		785.00
2011-11-10	Run 30,958		675.00
2011-11-10	Run 30,959		82.70
2011-11-10	Run 30,965		535.00
2011-11-10	Run 30,969		81.74
2011-11-10	Run 30,970		555.00
2011-11-10	Run 30,975		475.96
2011-11-10	Run 30,980		100.00
2011-11-10	Run 30,981		150.00
2011-11-10	Run 30,983		200.00
2011-11-10	Run 30,993		535.00
2011-11-10	Run 30,994		615.00
2011-11-10	Run 30,995		535.00
2011-11-10	Run 30,996		645.00
2011-11-10	Run 30,997		415.28
2011-11-10	Run 30,998		725.00
2011-11-10	Run 31,000		695.00
2011-11-10	Run 31,016		84.07
2011-11-10	Run 31,021		555.00
2011-11-10	Run 31,023		100.00
2011-11-10	Run 31,028		117.00
2011-11-10	Run 31,033		70.78
2011-11-10	Run 31,034		392.81
2011-11-10	Run 31,035		725.00
2011-11-11	Run 31,026		665.00
2011-11-11	Run 31,027		91.07
2011-11-11	Run 31,032		615.00
2011-11-11	Run 31,046		150.00
2011-11-11	Run 31,047		16.10

ESCAMBIA COUNTY EMS
4thd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-11-11	Run 31,057		397.31
2011-11-11	Run 31,061		261.50
2011-11-11	Run 31,063		665.00
2011-11-11	Run 31,066		780.00
2011-11-11	Run 31,068		359.26
2011-11-11	Run 31,072		77.64
2011-11-11	Run 31,079		765.00
2011-11-11	Run 31,091		605.00
2011-11-11	Run 31,098		84.22
2011-11-11	Run 31,104		630.00
2011-11-11	Run 31,107		39.22
2011-11-11	Run 31,108		755.00
2011-11-11	Run 31,111		665.00
2011-11-11	Run 31,113		595.00
2011-11-11	Run 31,121		695.00
2011-11-11	Run 31,122		685.00
2011-11-11	Run 31,123		344.95
2011-11-11	Run 31,126		75.44
2011-11-11	Run 31,127		500.00
2011-11-11	Run 31,132		100.00
2011-11-11	Run 31,134		155.05
2011-11-11	Run 31,141		545.00
2011-11-12	Run 31,106		665.00
2011-11-12	Run 31,130		615.00
2011-11-12	Run 31,136		645.00
2011-11-12	Run 31,158		695.00
2011-11-12	Run 31,168		123.00
2011-11-12	Run 31,171		675.00
2011-11-12	Run 31,173		545.00
2011-11-12	Run 31,175		765.00
2011-11-12	Run 31,178		775.00
2011-11-12	Run 31,182		100.00
2011-11-12	Run 31,183		82.98
2011-11-12	Run 31,195		100.00
2011-11-12	Run 31,197		745.00
2011-11-12	Run 31,198		725.00
2011-11-12	Run 31,206		160.00
2011-11-12	Run 31,210		555.00
2011-11-12	Run 31,211		489.76
2011-11-12	Run 31,222		83.94
2011-11-12	Run 31,224		725.00
2011-11-12	Run 31,234		565.00
2011-11-13	Run 31,201		615.00
2011-11-13	Run 31,202		645.00
2011-11-13	Run 31,204		82.84
2011-11-13	Run 31,207		555.00
2011-11-13	Run 31,221		71.60
2011-11-13	Run 31,225		73.25
2011-11-13	Run 31,226		169.50
2011-11-13	Run 31,230		200.00
2011-11-13	Run 31,231		585.00
2011-11-13	Run 31,232		675.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-11-13	Run 31,243		545.00
2011-11-13	Run 31,249		655.00
2011-11-13	Run 31,253		665.00
2011-11-13	Run 31,258		150.00
2011-11-13	Run 31,260		555.00
2011-11-13	Run 31,261		100.00
2011-11-13	Run 31,268		125.00
2011-11-13	Run 31,269		825.00
2011-11-13	Run 31,280		645.00
2011-11-13	Run 31,287		805.00
2011-11-13	Run 31,289		55.62
2011-11-13	Run 31,292		79.83
2011-11-13	Run 31,293		575.00
2011-11-13	Run 31,301		74.62
2011-11-13	Run 31,302		73.11
2011-11-13	Run 31,310		555.00
2011-11-13	Run 31,327		20.00
2011-11-13	Run 31,332		635.00
2011-11-13	Run 31,520		370.25
2011-11-13	Run 31,522		705.00
2011-11-14	Run 31,308		110.42
2011-11-14	Run 31,319		279.88
2011-11-14	Run 31,344		80.51
2011-11-14	Run 31,355		765.00
2011-11-14	Run 31,357		725.00
2011-11-14	Run 31,358		805.00
2011-11-14	Run 31,363		705.00
2011-11-14	Run 31,366		110.00
2011-11-14	Run 31,375		87.23
2011-11-14	Run 31,377		137.00
2011-11-14	Run 31,386		90.80
2011-11-14	Run 31,392		555.00
2011-11-14	Run 31,394		85.00
2011-11-14	Run 31,401		291.13
2011-11-14	Run 31,409		545.00
2011-11-14	Run 31,412		615.00
2011-11-14	Run 31,414		84.90
2011-11-14	Run 31,420		765.00
2011-11-14	Run 31,438		100.00
2011-11-15	Run 31,415		555.00
2011-11-15	Run 31,416		655.00
2011-11-15	Run 31,433		565.00
2011-11-15	Run 31,449		535.00
2011-11-15	Run 31,450		79.82
2011-11-15	Run 31,452		595.00
2011-11-15	Run 31,453		16.60
2011-11-15	Run 31,459		447.93
2011-11-15	Run 31,461		745.00
2011-11-15	Run 31,464		805.00
2011-11-15	Run 31,468		705.00
2011-11-15	Run 31,475		625.00
2011-11-15	Run 31,477		665.00

ESCAMBIA COUNTY EMS
4thd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-11-15	Run 31,479		805.00
2011-11-15	Run 31,480		150.00
2011-11-15	Run 31,490		855.00
2011-11-15	Run 31,492		178.20
2011-11-15	Run 31,496		68.17
2011-11-15	Run 31,497		715.00
2011-11-16	Run 31,502		715.00
2011-11-16	Run 31,504		100.00
2011-11-16	Run 31,508		775.00
2011-11-16	Run 31,513		595.00
2011-11-16	Run 31,515		615.00
2011-11-16	Run 31,529		530.00
2011-11-16	Run 31,534		88.88
2011-11-16	Run 31,537		775.00
2011-11-16	Run 31,541		555.00
2011-11-16	Run 31,543		605.00
2011-11-16	Run 31,549		200.00
2011-11-16	Run 31,551		645.00
2011-11-16	Run 31,559		795.00
2011-11-16	Run 31,560		277.32
2011-11-16	Run 31,561		410.00
2011-11-16	Run 31,568		270.25
2011-11-16	Run 31,570		555.00
2011-11-16	Run 31,574		765.00
2011-11-16	Run 31,578		765.00
2011-11-16	Run 31,584		745.00
2011-11-16	Run 31,590		545.00
2011-11-16	Run 31,598		655.00
2011-11-17	Run 31,580		825.00
2011-11-17	Run 31,587		730.00
2011-11-17	Run 31,619		675.00
2011-11-17	Run 31,620		535.00
2011-11-17	Run 31,629		95.00
2011-11-17	Run 31,631		835.00
2011-11-17	Run 31,633		433.42
2011-11-17	Run 31,637		555.00
2011-11-17	Run 31,640		575.00
2011-11-17	Run 31,642		58.37
2011-11-17	Run 31,653		350.40
2011-11-17	Run 31,658		374.18
2011-11-17	Run 31,662		655.00
2011-11-17	Run 31,667		83.94
2011-11-17	Run 31,674		705.00
2011-11-17	Run 31,677		675.00
2011-11-17	Run 31,688		545.00
2011-11-17	Run 31,692		725.00
2011-11-17	Run 31,693		715.00
2011-11-17	Run 31,698		520.00
2011-11-17	Run 32,984		545.00
2011-11-17	Run 32,985		314.18
2011-11-18	Run 31,678		545.00
2011-11-18	Run 31,679		565.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-11-18	Run 31,682		545.00
2011-11-18	Run 31,683		545.00
2011-11-18	Run 31,689		845.00
2011-11-18	Run 31,690		177.33
2011-11-18	Run 31,695		565.00
2011-11-18	Run 31,704		595.00
2011-11-18	Run 31,706		139.00
2011-11-18	Run 31,707		595.00
2011-11-18	Run 31,715		855.00
2011-11-18	Run 31,717		48.05
2011-11-18	Run 31,721		68.99
2011-11-18	Run 31,725		995.00
2011-11-18	Run 31,731		466.76
2011-11-18	Run 31,732		201.50
2011-11-18	Run 31,733		123.00
2011-11-18	Run 31,736		82.58
2011-11-18	Run 31,745		535.00
2011-11-18	Run 31,746		485.00
2011-11-18	Run 31,751		30.00
2011-11-18	Run 31,754		535.00
2011-11-18	Run 31,755		845.00
2011-11-18	Run 31,758		785.00
2011-11-18	Run 31,759		85.99
2011-11-18	Run 31,760		795.00
2011-11-18	Run 31,764		128.43
2011-11-18	Run 31,767		289.06
2011-11-18	Run 31,772		535.00
2011-11-18	Run 31,779		745.00
2011-11-18	Run 31,780		735.00
2011-11-18	Run 31,781		775.00
2011-11-18	Run 31,783		200.00
2011-11-18	Run 31,788		635.00
2011-11-18	Run 31,795		488.30
2011-11-18	Run 31,802		805.00
2011-11-18	Run 31,804		172.00
2011-11-19	Run 31,776		645.00
2011-11-19	Run 31,786		695.00
2011-11-19	Run 31,807		100.00
2011-11-19	Run 31,809		91.34
2011-11-19	Run 31,812		795.00
2011-11-19	Run 31,814		845.00
2011-11-19	Run 31,817		885.00
2011-11-19	Run 31,820		88.88
2011-11-19	Run 31,823		865.00
2011-11-19	Run 31,825		755.00
2011-11-19	Run 31,828		125.00
2011-11-19	Run 31,832		200.00
2011-11-19	Run 31,850		535.00
2011-11-19	Run 31,856		565.00
2011-11-19	Run 31,859		85.31
2011-11-19	Run 31,870		32.79
2011-11-19	Run 31,874		150.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-11-19	Run 31,883		107.00
2011-11-19	Run 31,888		835.00
2011-11-20	Run 31,889		263.00
2011-11-20	Run 31,896		795.00
2011-11-20	Run 31,898		100.00
2011-11-20	Run 31,902		264.06
2011-11-20	Run 31,904		595.00
2011-11-20	Run 31,906		695.00
2011-11-20	Run 31,907		755.00
2011-11-20	Run 31,914		80.51
2011-11-20	Run 31,920		555.00
2011-11-20	Run 31,927		84.09
2011-11-20	Run 31,928		83.39
2011-11-20	Run 31,930		207.10
2011-11-20	Run 31,931		645.00
2011-11-20	Run 31,932		348.60
2011-11-20	Run 31,934		965.00
2011-11-20	Run 31,938		83.25
2011-11-20	Run 31,941		870.00
2011-11-20	Run 31,944		745.00
2011-11-20	Run 31,946		655.00
2011-11-20	Run 31,956		705.00
2011-11-20	Run 31,967		755.00
2011-11-20	Run 31,969		395.34
2011-11-20	Run 31,974		545.00
2011-11-21	Run 31,949		194.20
2011-11-21	Run 31,979		631.56
2011-11-21	Run 31,987		835.00
2011-11-21	Run 31,989		955.00
2011-11-21	Run 31,990		90.38
2011-11-21	Run 31,994		675.00
2011-11-21	Run 31,996		125.00
2011-11-21	Run 32,003		84.90
2011-11-21	Run 32,004		805.00
2011-11-21	Run 32,021		555.00
2011-11-21	Run 32,028		855.00
2011-11-21	Run 32,030		89.70
2011-11-21	Run 32,031		695.00
2011-11-21	Run 32,035		715.00
2011-11-21	Run 32,041		605.00
2011-11-21	Run 32,043		455.00
2011-11-21	Run 32,045		124.00
2011-11-21	Run 32,047		780.00
2011-11-21	Run 32,061		545.00
2011-11-21	Run 32,062		73.93
2011-11-21	Run 32,063		825.00
2011-11-21	Run 32,064		805.00
2011-11-21	Run 32,069		200.00
2011-11-21	Run 32,074		87.37
2011-11-22	Run 32,048		565.00
2011-11-22	Run 32,056		795.00
2011-11-22	Run 32,057		535.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-11-22	Run 32,081		43.38
2011-11-22	Run 32,082		795.00
2011-11-22	Run 32,084		348.65
2011-11-22	Run 32,089		975.00
2011-11-22	Run 32,090		74.07
2011-11-22	Run 32,098		474.76
2011-11-22	Run 32,120		825.00
2011-11-22	Run 32,122		575.00
2011-11-22	Run 32,124		785.00
2011-11-22	Run 32,126		87.64
2011-11-22	Run 32,136		905.00
2011-11-22	Run 32,140		585.00
2011-11-22	Run 32,142		558.30
2011-11-22	Run 32,143		618.30
2011-11-22	Run 32,148		995.00
2011-11-22	Run 32,152		835.00
2011-11-22	Run 32,158		535.00
2011-11-23	Run 32,138		392.20
2011-11-23	Run 32,149		20.00
2011-11-23	Run 32,156		150.00
2011-11-23	Run 32,172		87.23
2011-11-23	Run 32,184		96.70
2011-11-23	Run 32,196		615.00
2011-11-23	Run 32,207		100.00
2011-11-23	Run 32,212		575.00
2011-11-23	Run 32,216		795.00
2011-11-23	Run 32,227		555.00
2011-11-23	Run 32,234		745.00
2011-11-23	Run 32,235		545.00
2011-11-23	Run 32,240		855.00
2011-11-23	Run 32,262		835.00
2011-11-23	Run 32,263		825.00
2011-11-23	Run 32,264		595.00
2011-11-24	Run 32,247		825.00
2011-11-24	Run 32,253		20.00
2011-11-24	Run 32,270		765.00
2011-11-24	Run 32,273		765.00
2011-11-24	Run 32,285		845.00
2011-11-24	Run 32,297		555.00
2011-11-24	Run 32,298		665.00
2011-11-24	Run 32,302		745.00
2011-11-24	Run 32,307		545.00
2011-11-24	Run 32,308		885.00
2011-11-24	Run 32,315		825.00
2011-11-24	Run 32,316		1,330.00
2011-11-24	Run 32,324		855.00
2011-11-24	Run 32,338		150.00
2011-11-24	Run 32,437		815.00
2011-11-25	Run 32,312		835.00
2011-11-25	Run 32,325		100.00
2011-11-25	Run 32,329		87.50
2011-11-25	Run 32,345		377.93

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-11-25	Run 32,349		82.56
2011-11-25	Run 32,351		815.00
2011-11-25	Run 32,353		595.00
2011-11-25	Run 32,358		76.13
2011-11-25	Run 32,363		100.00
2011-11-25	Run 32,370		65.50
2011-11-25	Run 32,372		825.00
2011-11-25	Run 32,374		555.00
2011-11-25	Run 32,375		74.62
2011-11-25	Run 32,377		895.00
2011-11-25	Run 32,380		595.00
2011-11-25	Run 32,383		83.66
2011-11-25	Run 32,384		480.00
2011-11-25	Run 32,388		272.11
2011-11-25	Run 32,391		545.00
2011-11-25	Run 32,399		845.00
2011-11-25	Run 32,402		110.00
2011-11-25	Run 32,406		545.00
2011-11-25	Run 32,412		70.91
2011-11-25	Run 32,416		84.04
2011-11-25	Run 32,421		565.00
2011-11-25	Run 32,423		735.00
2011-11-25	Run 32,511		695.00
2011-11-26	Run 32,410		815.00
2011-11-26	Run 32,430		565.00
2011-11-26	Run 32,441		785.00
2011-11-26	Run 32,443		81.60
2011-11-26	Run 32,451		805.00
2011-11-26	Run 32,452		755.00
2011-11-26	Run 32,463		21.80
2011-11-26	Run 32,465		551.62
2011-11-26	Run 32,487		466.76
2011-11-26	Run 32,500		715.00
2011-11-26	Run 32,504		715.00
2011-11-26	Run 32,524		565.00
2011-11-26	Run 32,528		364.50
2011-11-27	Run 32,489		438.30
2011-11-27	Run 32,490		645.00
2011-11-27	Run 32,497		159.40
2011-11-27	Run 32,527		825.00
2011-11-27	Run 32,532		150.00
2011-11-27	Run 32,542		875.00
2011-11-27	Run 32,548		545.00
2011-11-27	Run 32,551		1,035.00
2011-11-27	Run 32,555		100.00
2011-11-27	Run 32,561		755.00
2011-11-27	Run 32,572		575.00
2011-11-27	Run 32,575		200.00
2011-11-27	Run 32,576		805.00
2011-11-27	Run 32,578		16.10
2011-11-27	Run 32,584		89.97
2011-11-27	Run 32,599		1,095.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-11-27	Run 32,600		276.11
2011-11-27	Run 32,603		715.00
2011-11-27	Run 32,613		153.00
2011-11-27	Run 33,669		159.00
2011-11-28	Run 32,590		93.54
2011-11-28	Run 32,592		545.00
2011-11-28	Run 32,595		775.00
2011-11-28	Run 32,604		100.00
2011-11-28	Run 32,606		545.00
2011-11-28	Run 32,609		555.00
2011-11-28	Run 32,611		69.12
2011-11-28	Run 32,614		70.78
2011-11-28	Run 32,635		80.51
2011-11-28	Run 32,638		86.54
2011-11-28	Run 32,641		655.00
2011-11-28	Run 32,645		605.00
2011-11-28	Run 32,648		124.00
2011-11-28	Run 32,654		150.00
2011-11-28	Run 32,663		150.00
2011-11-28	Run 32,669		85.31
2011-11-28	Run 32,672		655.00
2011-11-28	Run 32,673		635.00
2011-11-28	Run 32,677		84.90
2011-11-28	Run 32,688		100.00
2011-11-28	Run 32,691		125.00
2011-11-28	Run 32,695		100.00
2011-11-28	Run 32,698		150.00
2011-11-28	Run 32,707		785.00
2011-11-28	Run 32,710		785.00
2011-11-29	Run 32,693		200.00
2011-11-29	Run 32,699		815.00
2011-11-29	Run 32,700		535.00
2011-11-29	Run 32,708		100.00
2011-11-29	Run 32,718		615.00
2011-11-29	Run 32,719		100.00
2011-11-29	Run 32,726		85.00
2011-11-29	Run 32,735		89.97
2011-11-29	Run 32,736		128.01
2011-11-29	Run 32,747		835.00
2011-11-29	Run 32,749		715.00
2011-11-29	Run 32,753		895.00
2011-11-29	Run 32,760		935.00
2011-11-29	Run 32,763		150.00
2011-11-29	Run 32,764		600.22
2011-11-29	Run 32,771		575.00
2011-11-29	Run 32,776		675.00
2011-11-29	Run 32,783		545.00
2011-11-29	Run 32,787		535.00
2011-11-29	Run 32,793		85.45
2011-11-29	Run 32,796		555.00
2011-11-29	Run 32,801		955.00
2011-11-30	Run 32,786		815.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-11-30	Run 32,824		825.00
2011-11-30	Run 32,829		885.00
2011-11-30	Run 32,834		88.74
2011-11-30	Run 32,840		785.00
2011-11-30	Run 32,842		83.52
2011-11-30	Run 32,843		595.00
2011-11-30	Run 32,848		585.00
2011-11-30	Run 32,850		78.05
2011-11-30	Run 32,863		605.00
2011-11-30	Run 32,874		100.00
2011-11-30	Run 32,875		150.00
2011-12-01	Run 32,860		150.00
2011-12-01	Run 32,879		784.55
2011-12-01	Run 32,886		339.06
2011-12-01	Run 32,888		825.00
2011-12-01	Run 32,889		90.38
2011-12-01	Run 32,890		85.17
2011-12-01	Run 32,893		775.00
2011-12-01	Run 32,894		69.13
2011-12-01	Run 32,895		725.00
2011-12-01	Run 32,896		825.00
2011-12-01	Run 32,899		545.00
2011-12-01	Run 32,900		89.01
2011-12-01	Run 32,904		123.00
2011-12-01	Run 32,905		175.00
2011-12-01	Run 32,906		10.00
2011-12-01	Run 32,907		160.00
2011-12-01	Run 32,915		595.00
2011-12-01	Run 32,917		203.40
2011-12-01	Run 32,920		795.00
2011-12-01	Run 32,921		100.00
2011-12-01	Run 32,923		71.33
2011-12-01	Run 32,932		715.00
2011-12-01	Run 32,934		595.00
2011-12-01	Run 32,937		80.78
2011-12-01	Run 32,950		855.00
2011-12-01	Run 32,954		540.00
2011-12-01	Run 32,976		835.00
2011-12-01	Run 32,981		845.00
2011-12-02	Run 32,949		585.00
2011-12-02	Run 32,957		100.00
2011-12-02	Run 32,964		123.00
2011-12-02	Run 32,995		339.06
2011-12-02	Run 33,004		93.68
2011-12-02	Run 33,005		200.00
2011-12-02	Run 33,006		935.00
2011-12-02	Run 33,013		575.00
2011-12-02	Run 33,015		120.00
2011-12-02	Run 33,017		685.00
2011-12-02	Run 33,023		196.25
2011-12-02	Run 33,028		150.00
2011-12-02	Run 33,032		112.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-12-02	Run 33,052		785.00
2011-12-02	Run 33,054		73.25
2011-12-02	Run 33,065		825.00
2011-12-02	Run 33,070		83.52
2011-12-02	Run 33,076		675.00
2011-12-02	Run 33,080		635.00
2011-12-02	Run 33,088		835.00
2011-12-02	Run 33,133		595.00
2011-12-02	Run 33,134		805.00
2011-12-02	Run 33,136		225.50
2011-12-02	Run 33,137		870.00
2011-12-03	Run 33,062		585.00
2011-12-03	Run 33,073		765.00
2011-12-03	Run 33,078		150.00
2011-12-03	Run 33,094		86.28
2011-12-03	Run 33,097		795.00
2011-12-03	Run 33,099		555.00
2011-12-03	Run 33,100		565.00
2011-12-03	Run 33,107		765.00
2011-12-03	Run 33,112		150.00
2011-12-03	Run 33,113		200.00
2011-12-03	Run 33,114		84.48
2011-12-03	Run 33,117		575.00
2011-12-03	Run 33,118		1,025.00
2011-12-03	Run 33,125		535.00
2011-12-03	Run 33,139		595.00
2011-12-03	Run 33,151		565.00
2011-12-03	Run 33,152		150.00
2011-12-03	Run 33,153		785.00
2011-12-03	Run 33,156		715.00
2011-12-03	Run 33,157		825.00
2011-12-03	Run 33,159		87.78
2011-12-03	Run 33,160		121.00
2011-12-03	Run 33,166		825.00
2011-12-04	Run 33,148		835.00
2011-12-04	Run 33,179		58.61
2011-12-04	Run 33,188		845.00
2011-12-04	Run 33,189		486.74
2011-12-04	Run 33,190		475.57
2011-12-04	Run 33,192		855.00
2011-12-04	Run 33,196		195.46
2011-12-04	Run 33,199		74.89
2011-12-04	Run 33,211		705.00
2011-12-04	Run 33,212		555.00
2011-12-04	Run 33,217		645.00
2011-12-04	Run 33,218		604.84
2011-12-04	Run 33,220		83.66
2011-12-04	Run 33,221		755.00
2011-12-04	Run 33,225		755.00
2011-12-04	Run 33,236		20.00
2011-12-04	Run 33,241		905.00
2011-12-04	Run 33,245		825.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-12-04	Run 33,249		565.00
2011-12-04	Run 33,251		595.00
2011-12-04	Run 33,252		825.00
2011-12-04	Run 33,257		815.00
2011-12-04	Run 33,265		815.00
2011-12-04	Run 33,269		25.27
2011-12-05	Run 33,233		13.63
2011-12-05	Run 33,247		715.00
2011-12-05	Run 33,258		77.73
2011-12-05	Run 33,260		855.00
2011-12-05	Run 33,270		900.00
2011-12-05	Run 33,291		745.00
2011-12-05	Run 33,296		81.88
2011-12-05	Run 33,317		755.00
2011-12-05	Run 33,320		173.00
2011-12-05	Run 33,321		695.00
2011-12-05	Run 33,322		545.00
2011-12-05	Run 33,325		815.00
2011-12-05	Run 33,328		100.00
2011-12-05	Run 33,330		150.00
2011-12-05	Run 33,336		555.00
2011-12-05	Run 33,342		459.94
2011-12-05	Run 33,348		160.00
2011-12-05	Run 33,349		785.00
2011-12-05	Run 33,354		845.00
2011-12-05	Run 33,363		825.00
2011-12-05	Run 33,379		245.00
2011-12-06	Run 33,351		805.00
2011-12-06	Run 33,359		565.00
2011-12-06	Run 33,362		825.00
2011-12-06	Run 33,384		795.00
2011-12-06	Run 33,390		555.00
2011-12-06	Run 33,397		87.91
2011-12-06	Run 33,412		775.00
2011-12-06	Run 33,416		85.17
2011-12-06	Run 33,425		565.00
2011-12-06	Run 33,429		125.00
2011-12-06	Run 33,432		565.00
2011-12-06	Run 33,434		815.00
2011-12-06	Run 33,442		48.00
2011-12-06	Run 33,444		150.00
2011-12-06	Run 33,448		645.00
2011-12-06	Run 33,452		895.00
2011-12-06	Run 33,457		775.00
2011-12-06	Run 33,461		755.00
2011-12-06	Run 33,463		700.00
2011-12-06	Run 33,471		90.66
2011-12-06	Run 33,477		875.00
2011-12-06	Run 33,485		198.36
2011-12-06	Run 33,493		141.74
2011-12-07	Run 33,481		665.00
2011-12-07	Run 33,486		755.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-12-07	Run 33,489		615.00
2011-12-07	Run 33,507		625.00
2011-12-07	Run 33,511		765.00
2011-12-07	Run 33,519		149.00
2011-12-07	Run 33,521		565.00
2011-12-07	Run 33,525		555.00
2011-12-07	Run 33,529		555.00
2011-12-07	Run 33,536		150.00
2011-12-07	Run 33,540		815.00
2011-12-07	Run 33,542		575.00
2011-12-07	Run 33,545		955.00
2011-12-07	Run 33,547		88.88
2011-12-07	Run 33,550		1,035.00
2011-12-07	Run 33,560		528.91
2011-12-07	Run 33,562		755.00
2011-12-07	Run 33,574		100.00
2011-12-07	Run 33,575		88.60
2011-12-08	Run 33,557		88.33
2011-12-08	Run 33,564		625.00
2011-12-08	Run 33,570		535.00
2011-12-08	Run 33,578		118.13
2011-12-08	Run 33,584		150.00
2011-12-08	Run 33,587		100.00
2011-12-08	Run 33,589		87.09
2011-12-08	Run 33,590		1,195.00
2011-12-08	Run 33,591		96.70
2011-12-08	Run 33,592		725.00
2011-12-08	Run 33,596		875.00
2011-12-08	Run 33,599		83.52
2011-12-08	Run 33,600		535.00
2011-12-08	Run 33,601		54.77
2011-12-08	Run 33,602		555.00
2011-12-08	Run 33,606		815.00
2011-12-08	Run 33,637		885.00
2011-12-08	Run 33,639		565.00
2011-12-08	Run 33,651		755.00
2011-12-08	Run 33,658		565.00
2011-12-08	Run 33,663		665.00
2011-12-09	Run 33,640		535.00
2011-12-09	Run 33,650		214.06
2011-12-09	Run 33,659		226.48
2011-12-09	Run 33,679		875.00
2011-12-09	Run 33,682		87.64
2011-12-09	Run 33,685		75.85
2011-12-09	Run 33,688		855.00
2011-12-09	Run 33,689		655.00
2011-12-09	Run 33,692		423.60
2011-12-09	Run 33,699		75.44
2011-12-09	Run 33,709		675.00
2011-12-09	Run 33,719		965.00
2011-12-09	Run 33,736		545.00
2011-12-09	Run 33,739		615.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-12-09	Run 33,743		765.00
2011-12-10	Run 33,726		855.00
2011-12-10	Run 33,737		545.00
2011-12-10	Run 33,741		119.00
2011-12-10	Run 33,753		150.00
2011-12-10	Run 33,769		100.00
2011-12-10	Run 33,778		695.00
2011-12-10	Run 33,780		805.00
2011-12-10	Run 33,782		535.00
2011-12-10	Run 33,788		785.00
2011-12-10	Run 33,792		76.81
2011-12-10	Run 33,804		775.00
2011-12-10	Run 33,806		705.00
2011-12-10	Run 33,809		535.00
2011-12-10	Run 33,810		80.78
2011-12-10	Run 33,814		125.00
2011-12-10	Run 33,818		745.00
2011-12-10	Run 33,819		845.00
2011-12-10	Run 33,825		100.00
2011-12-10	Run 33,829		555.00
2011-12-10	Run 33,830		615.00
2011-12-10	Run 33,832		555.00
2011-12-10	Run 33,833		10.00
2011-12-10	Run 33,837		535.00
2011-12-10	Run 33,844		665.00
2011-12-10	Run 33,849		705.00
2011-12-10	Run 33,852		88.46
2011-12-11	Run 33,841		625.00
2011-12-11	Run 33,842		515.00
2011-12-11	Run 33,847		595.00
2011-12-11	Run 33,848		785.00
2011-12-11	Run 33,855		905.00
2011-12-11	Run 33,873		81.33
2011-12-11	Run 33,874		605.00
2011-12-11	Run 33,902		150.00
2011-12-11	Run 33,909		575.00
2011-12-11	Run 33,911		635.00
2011-12-11	Run 33,915		595.00
2011-12-11	Run 33,927		825.00
2011-12-12	Run 33,918		412.16
2011-12-12	Run 33,945		905.00
2011-12-12	Run 33,946		855.00
2011-12-12	Run 33,950		885.00
2011-12-12	Run 33,951		303.00
2011-12-12	Run 33,954		535.00
2011-12-12	Run 33,959		595.00
2011-12-12	Run 33,961		865.00
2011-12-12	Run 33,963		339.30
2011-12-12	Run 33,967		1,005.00
2011-12-12	Run 33,968		85.17
2011-12-12	Run 33,969		67.11
2011-12-12	Run 33,973		565.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-12-12	Run 33,986		825.00
2011-12-12	Run 33,996		535.00
2011-12-12	Run 33,997		745.00
2011-12-12	Run 33,998		85.45
2011-12-12	Run 34,016		85.03
2011-12-12	Run 34,021		955.00
2011-12-13	Run 34,000		855.00
2011-12-13	Run 34,003		985.00
2011-12-13	Run 34,007		72.97
2011-12-13	Run 34,030		585.00
2011-12-13	Run 34,036		361.04
2011-12-13	Run 34,037		625.00
2011-12-13	Run 34,041		89.70
2011-12-13	Run 34,077		670.00
2011-12-13	Run 34,078		181.00
2011-12-13	Run 34,090		575.00
2011-12-13	Run 34,097		825.00
2011-12-13	Run 34,106		655.00
2011-12-13	Run 34,112		90.52
2011-12-13	Run 34,117		645.00
2011-12-13	Run 34,118		150.00
2011-12-13	Run 34,127		74.62
2011-12-13	Run 34,180		855.00
2011-12-13	Run 34,183		835.00
2011-12-14	Run 34,122		835.00
2011-12-14	Run 34,129		100.00
2011-12-14	Run 34,135		835.00
2011-12-14	Run 34,139		785.00
2011-12-14	Run 34,149		88.60
2011-12-14	Run 34,154		92.44
2011-12-14	Run 34,157		755.00
2011-12-14	Run 34,165		885.00
2011-12-14	Run 34,171		88.19
2011-12-14	Run 34,172		575.00
2011-12-14	Run 34,175		119.22
2011-12-14	Run 34,187		95.46
2011-12-14	Run 34,191		835.00
2011-12-14	Run 34,220		338.71
2011-12-14	Run 34,222		755.00
2011-12-14	Run 34,224		585.00
2011-12-15	Run 34,207		605.00
2011-12-15	Run 34,225		565.00
2011-12-15	Run 34,240		785.00
2011-12-15	Run 34,253		845.00
2011-12-15	Run 34,287		150.00
2011-12-15	Run 34,334		479.39
2011-12-15	Run 34,480		545.00
2011-12-15	Run 34,523		595.00
2011-12-15	Run 34,544		865.00
2011-12-15	Run 34,552		815.00
2011-12-15	Run 34,559		507.66
2011-12-15	Run 34,560		507.66

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-12-15	Run 34,562		795.00
2011-12-15	Run 34,674		179.00
2011-12-15	Run 35,772		75.44
2011-12-16	Run 34,229		825.00
2011-12-16	Run 34,235		625.00
2011-12-16	Run 34,243		825.00
2011-12-16	Run 34,256		615.00
2011-12-16	Run 34,261		585.00
2011-12-16	Run 34,264		875.00
2011-12-16	Run 34,271		645.00
2011-12-16	Run 34,288		45.00
2011-12-16	Run 34,326		875.00
2011-12-16	Run 34,387		351.62
2011-12-16	Run 34,388		765.00
2011-12-16	Run 34,389		805.00
2011-12-16	Run 34,400		555.00
2011-12-16	Run 34,402		765.00
2011-12-16	Run 34,403		825.00
2011-12-16	Run 34,406		685.00
2011-12-16	Run 34,407		595.00
2011-12-16	Run 34,409		835.00
2011-12-16	Run 34,415		535.00
2011-12-16	Run 34,477		535.00
2011-12-17	Run 34,227		845.00
2011-12-17	Run 34,259		515.00
2011-12-17	Run 34,260		815.00
2011-12-17	Run 34,268		905.00
2011-12-17	Run 34,270		100.00
2011-12-17	Run 34,281		845.00
2011-12-17	Run 34,305		110.00
2011-12-17	Run 34,315		665.00
2011-12-17	Run 34,337		635.00
2011-12-17	Run 34,351		755.00
2011-12-17	Run 34,354		885.00
2011-12-17	Run 34,364		137.00
2011-12-17	Run 34,367		635.00
2011-12-17	Run 34,372		855.00
2011-12-17	Run 34,381		655.00
2011-12-17	Run 34,383		585.00
2011-12-17	Run 34,469		119.00
2011-12-18	Run 34,336		755.00
2011-12-18	Run 34,358		470.25
2011-12-18	Run 34,440		1,005.00
2011-12-18	Run 34,452		100.00
2011-12-18	Run 34,453		150.00
2011-12-18	Run 34,455		449.06
2011-12-18	Run 34,458		200.00
2011-12-18	Run 34,463		585.00
2011-12-18	Run 34,467		535.00
2011-12-18	Run 34,494		825.00
2011-12-18	Run 34,500		575.00
2011-12-18	Run 34,510		555.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-12-18	Run 34,514		605.00
2011-12-18	Run 34,779		575.00
2011-12-19	Run 34,505		585.00
2011-12-19	Run 34,506		805.00
2011-12-19	Run 34,575		46.54
2011-12-19	Run 34,584		97.79
2011-12-19	Run 34,587		83.11
2011-12-19	Run 34,591		625.00
2011-12-19	Run 34,598		805.00
2011-12-19	Run 34,605		100.00
2011-12-19	Run 34,610		97.10
2011-12-19	Run 34,611		122.00
2011-12-19	Run 34,620		535.00
2011-12-19	Run 34,634		785.00
2011-12-19	Run 34,638		13.63
2011-12-19	Run 34,643		84.62
2011-12-19	Run 34,647		615.00
2011-12-19	Run 34,649		100.00
2011-12-19	Run 34,654		82.84
2011-12-19	Run 34,655		805.00
2011-12-20	Run 34,639		545.00
2011-12-20	Run 34,652		825.00
2011-12-20	Run 34,667		855.00
2011-12-20	Run 34,679		100.00
2011-12-20	Run 34,684		695.00
2011-12-20	Run 34,689		845.00
2011-12-20	Run 34,691		655.00
2011-12-20	Run 34,699		705.00
2011-12-20	Run 34,710		585.00
2011-12-20	Run 34,713		565.00
2011-12-20	Run 34,717		575.00
2011-12-20	Run 34,722		635.00
2011-12-20	Run 34,737		705.00
2011-12-20	Run 34,742		535.00
2011-12-20	Run 34,745		705.00
2011-12-21	Run 34,748		150.00
2011-12-21	Run 34,772		855.00
2011-12-21	Run 34,775		150.00
2011-12-21	Run 34,776		825.00
2011-12-21	Run 34,791		925.00
2011-12-21	Run 34,792		835.00
2011-12-21	Run 34,793		895.00
2011-12-21	Run 34,797		865.00
2011-12-21	Run 34,816		915.00
2011-12-21	Run 34,821		805.00
2011-12-21	Run 34,828		104.10
2011-12-21	Run 34,835		565.00
2011-12-21	Run 34,838		535.00
2011-12-21	Run 34,839		825.00
2011-12-21	Run 34,867		745.00
2011-12-21	Run 34,875		595.00
2011-12-21	Run 34,877		865.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-12-22	Run 34,858		685.00
2011-12-22	Run 34,872		815.00
2011-12-22	Run 34,880		150.00
2011-12-22	Run 34,887		100.00
2011-12-22	Run 34,896		855.00
2011-12-22	Run 34,899		935.00
2011-12-22	Run 34,902		865.00
2011-12-22	Run 34,908		855.00
2011-12-22	Run 34,920		251.74
2011-12-22	Run 34,922		535.00
2011-12-22	Run 34,923		725.00
2011-12-22	Run 34,930		995.00
2011-12-22	Run 34,936		695.00
2011-12-22	Run 34,942		585.00
2011-12-22	Run 34,953		540.00
2011-12-23	Run 34,970		795.00
2011-12-23	Run 34,971		825.00
2011-12-23	Run 34,982		625.00
2011-12-23	Run 34,985		85.58
2011-12-23	Run 34,990		865.00
2011-12-23	Run 34,999		935.00
2011-12-23	Run 35,001		595.00
2011-12-23	Run 35,009		855.00
2011-12-23	Run 35,010		72.84
2011-12-23	Run 35,041		88.05
2011-12-23	Run 35,051		116.34
2011-12-24	Run 35,057		325.17
2011-12-24	Run 35,061		705.00
2011-12-24	Run 35,067		865.00
2011-12-24	Run 35,074		655.00
2011-12-24	Run 35,087		825.00
2011-12-24	Run 35,091		90.25
2011-12-24	Run 35,092		535.00
2011-12-24	Run 35,093		35.55
2011-12-24	Run 35,095		765.00
2011-12-24	Run 35,097		90.25
2011-12-24	Run 35,098		755.00
2011-12-24	Run 35,099		745.00
2011-12-24	Run 35,114		655.00
2011-12-24	Run 35,118		815.00
2011-12-24	Run 35,123		905.00
2011-12-24	Run 35,132		91.07
2011-12-25	Run 35,101		655.00
2011-12-25	Run 35,128		835.00
2011-12-25	Run 35,136		945.00
2011-12-25	Run 35,140		710.00
2011-12-25	Run 35,143		855.00
2011-12-25	Run 35,145		825.00
2011-12-25	Run 35,146		92.31
2011-12-25	Run 35,154		89.29
2011-12-25	Run 35,155		825.00
2011-12-25	Run 35,163		85.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-12-25	Run 35,166		965.00
2011-12-25	Run 35,169		675.00
2011-12-25	Run 35,172		84.35
2011-12-25	Run 35,173		332.44
2011-12-25	Run 35,177		795.00
2011-12-25	Run 35,178		545.00
2011-12-25	Run 35,180		775.00
2011-12-25	Run 35,185		835.00
2011-12-25	Run 35,201		890.00
2011-12-25	Run 35,205		125.00
2011-12-25	Run 35,211		535.00
2011-12-25	Run 35,220		150.00
2011-12-26	Run 35,195		367.32
2011-12-26	Run 35,197		555.00
2011-12-26	Run 35,209		124.58
2011-12-26	Run 35,210		367.32
2011-12-26	Run 35,228		505.00
2011-12-26	Run 35,231		85.31
2011-12-26	Run 35,234		825.00
2011-12-26	Run 35,251		585.00
2011-12-26	Run 35,263		795.00
2011-12-26	Run 35,268		865.00
2011-12-26	Run 35,269		815.00
2011-12-26	Run 35,274		75.44
2011-12-26	Run 35,277		635.00
2011-12-26	Run 35,291		715.00
2011-12-26	Run 35,293		598.30
2011-12-26	Run 35,301		845.00
2011-12-26	Run 35,306		835.00
2011-12-26	Run 35,509		835.00
2011-12-27	Run 35,328		845.00
2011-12-27	Run 35,336		77.35
2011-12-27	Run 35,346		115.37
2011-12-27	Run 35,350		82.98
2011-12-27	Run 35,355		715.00
2011-12-27	Run 35,356		100.00
2011-12-27	Run 35,362		78.32
2011-12-27	Run 35,365		50.00
2011-12-27	Run 35,369		200.00
2011-12-27	Run 35,375		565.00
2011-12-27	Run 35,379		765.00
2011-12-27	Run 35,381		110.60
2011-12-27	Run 35,384		765.00
2011-12-27	Run 35,385		765.00
2011-12-27	Run 35,386		705.00
2011-12-27	Run 35,397		935.00
2011-12-27	Run 35,412		176.50
2011-12-27	Run 35,418		8.23
2011-12-28	Run 35,394		83.66
2011-12-28	Run 35,404		20.00
2011-12-28	Run 35,422		805.00
2011-12-28	Run 35,435		392.80

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-12-28	Run 35,440		825.00
2011-12-28	Run 35,441		123.00
2011-12-28	Run 35,450		845.00
2011-12-28	Run 35,452		805.00
2011-12-28	Run 35,458		150.00
2011-12-28	Run 35,468		85.00
2011-12-28	Run 35,470		695.00
2011-12-28	Run 35,471		200.00
2011-12-28	Run 35,479		575.00
2011-12-28	Run 35,485		100.00
2011-12-28	Run 35,490		575.00
2011-12-28	Run 35,505		535.00
2011-12-28	Run 35,506		565.00
2011-12-28	Run 35,507		825.00
2011-12-29	Run 35,488		645.88
2011-12-29	Run 35,504		615.00
2011-12-29	Run 35,518		107.80
2011-12-29	Run 35,520		150.00
2011-12-29	Run 35,521		855.00
2011-12-29	Run 35,527		88.33
2011-12-29	Run 35,528		895.00
2011-12-29	Run 35,533		85.00
2011-12-29	Run 35,537		585.00
2011-12-29	Run 35,539		77.91
2011-12-29	Run 35,542		605.00
2011-12-29	Run 35,548		101.63
2011-12-29	Run 35,564		815.00
2011-12-29	Run 35,575		595.00
2011-12-29	Run 35,582		123.00
2011-12-29	Run 35,583		123.00
2011-12-29	Run 35,584		615.00
2011-12-29	Run 35,587		72.84
2011-12-29	Run 35,591		535.00
2011-12-29	Run 35,595		38.80
2011-12-29	Run 35,600		835.00
2011-12-29	Run 35,601		755.00
2011-12-29	Run 35,608		150.00
2011-12-29	Run 35,609		85.72
2011-12-29	Run 35,616		745.00
2011-12-30	Run 35,610		565.00
2011-12-30	Run 35,615		875.00
2011-12-30	Run 35,633		825.00
2011-12-30	Run 35,641		995.00
2011-12-30	Run 35,643		495.00
2011-12-30	Run 35,644		70.09
2011-12-30	Run 35,654		645.00
2011-12-30	Run 35,662		150.00
2011-12-30	Run 35,663		20.00
2011-12-30	Run 35,667		575.00
2011-12-30	Run 35,679		545.00
2011-12-30	Run 35,680		785.00
2011-12-30	Run 35,685		865.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2011-12-30	Run 35,687		91.34
2011-12-30	Run 35,691		765.00
2011-12-30	Run 35,692		212.80
2011-12-30	Run 35,695		845.00
2011-12-30	Run 35,698		955.00
2011-12-30	Run 35,701		710.00
2011-12-31	Run 35,731		115.10
2011-12-31	Run 35,739		755.00
2011-12-31	Run 35,744		305.78
2011-12-31	Run 35,747		845.00
2011-12-31	Run 35,750		85.00
2011-12-31	Run 35,751		575.00
2011-12-31	Run 35,764		43.55
2012-01-01	Run 17		535.00
2012-01-01	Run 18		755.00
2012-01-01	Run 196		90.41
2012-01-01	Run 2		585.00
2012-01-01	Run 30		645.00
2012-01-01	Run 32		85.35
2012-01-01	Run 34		875.00
2012-01-01	Run 38		165.00
2012-01-01	Run 43		85.72
2012-01-01	Run 50		565.00
2012-01-01	Run 54		565.00
2012-01-01	Run 58		101.97
2012-01-01	Run 61		89.14
2012-01-01	Run 64		587.00
2012-01-01	Run 66		99.55
2012-01-01	Run 76		835.00
2012-01-01	Run 78		795.00
2012-01-01	Run 84		86.61
2012-01-01	Run 92		845.00
2012-01-01	Run 93		535.00
2012-01-01	Run 98		605.00
2012-01-02	Run 103		675.00
2012-01-02	Run 104		535.00
2012-01-02	Run 117		173.00
2012-01-02	Run 121		605.00
2012-01-02	Run 124		605.00
2012-01-02	Run 134		655.00
2012-01-02	Run 140		84.22
2012-01-02	Run 155		89.71
2012-01-02	Run 161		505.00
2012-01-02	Run 183		685.00
2012-01-02	Run 185		585.00
2012-01-02	Run 88		595.00
2012-01-02	Run 96		545.00
2012-01-03	Run 170		609.00
2012-01-03	Run 171		783.00
2012-01-03	Run 181		645.00
2012-01-03	Run 200		90.13
2012-01-03	Run 205		150.60

ESCAMBIA COUNTY EMS
4thd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2012-01-03	Run 209		210.60
2012-01-03	Run 222		633.00
2012-01-03	Run 229		82.91
2012-01-03	Run 246		977.00
2012-01-03	Run 248		989.00
2012-01-03	Run 262		343.58
2012-01-03	Run 268		905.00
2012-01-03	Run 271		555.00
2012-01-03	Run 280		91.67
2012-01-03	Run 282		200.00
2012-01-04	Run 274		437.80
2012-01-04	Run 275		150.00
2012-01-04	Run 287		759.00
2012-01-04	Run 290		771.00
2012-01-04	Run 301		101.10
2012-01-04	Run 302		537.00
2012-01-04	Run 308		129.00
2012-01-04	Run 316		90.22
2012-01-04	Run 324		565.00
2012-01-04	Run 329		80.10
2012-01-04	Run 333		110.51
2012-01-04	Run 341		855.00
2012-01-04	Run 342		173.80
2012-01-04	Run 354		535.00
2012-01-04	Run 357		759.00
2012-01-04	Run 371		123.10
2012-01-04	Run 382		549.00
2012-01-04	Run 384		94.49
2012-01-04	Run 385		1,430.00
2012-01-05	Run 369		881.00
2012-01-05	Run 372		150.00
2012-01-05	Run 379		893.00
2012-01-05	Run 380		573.00
2012-01-05	Run 383		937.00
2012-01-05	Run 386		1,785.00
2012-01-05	Run 391		100.00
2012-01-05	Run 399		112.13
2012-01-05	Run 408		100.00
2012-01-05	Run 409		807.00
2012-01-05	Run 419		121.80
2012-01-05	Run 428		82.49
2012-01-05	Run 453		885.00
2012-01-05	Run 463		955.00
2012-01-05	Run 464		299.00
2012-01-05	Run 466		865.00
2012-01-05	Run 468		898.00
2012-01-05	Run 469		815.00
2012-01-05	Run 479		637.00
2012-01-05	Run 480		835.00
2012-01-06	Run 462		545.00
2012-01-06	Run 467		685.00
2012-01-06	Run 481		393.52

ESCAMBIA COUNTY EMS
4thd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2012-01-06	Run 486		90.27
2012-01-06	Run 489		9.34
2012-01-06	Run 491		99.55
2012-01-06	Run 497		78.27
2012-01-06	Run 502		79.54
2012-01-06	Run 509		100.00
2012-01-06	Run 510		90.15
2012-01-06	Run 512		20.00
2012-01-06	Run 514		88.02
2012-01-06	Run 515		121.00
2012-01-06	Run 529		82.68
2012-01-06	Run 537		87.88
2012-01-06	Run 539		765.00
2012-01-06	Run 550		747.00
2012-01-06	Run 552		597.00
2012-01-06	Run 570		20.00
2012-01-07	Run 562		605.00
2012-01-07	Run 564		729.00
2012-01-07	Run 574		765.00
2012-01-07	Run 584		70.96
2012-01-07	Run 588		200.00
2012-01-07	Run 596		545.00
2012-01-07	Run 600		881.00
2012-01-07	Run 604		869.00
2012-01-07	Run 605		819.00
2012-01-07	Run 606		771.00
2012-01-07	Run 620		745.00
2012-01-07	Run 623		150.00
2012-01-07	Run 628		280.00
2012-01-07	Run 629		74.62
2012-01-07	Run 642		833.00
2012-01-07	Run 644		92.80
2012-01-07	Run 731		995.00
2012-01-08	Run 635		90.55
2012-01-08	Run 645		87.03
2012-01-08	Run 652		965.00
2012-01-08	Run 653		150.00
2012-01-08	Run 654		597.00
2012-01-08	Run 667		833.00
2012-01-08	Run 673		797.00
2012-01-08	Run 676		121.53
2012-01-08	Run 683		609.00
2012-01-08	Run 687		585.00
2012-01-08	Run 690		561.00
2012-01-08	Run 692		819.00
2012-01-08	Run 693		891.00
2012-01-08	Run 696		747.00
2012-01-08	Run 704		298.55
2012-01-08	Run 706		965.00
2012-01-08	Run 728		621.00
2012-01-09	Run 1,773		88.44
2012-01-09	Run 713		609.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2012-01-09	Run 733		833.00
2012-01-09	Run 735		855.00
2012-01-09	Run 737		99.97
2012-01-09	Run 738		697.00
2012-01-09	Run 739		71.95
2012-01-09	Run 744		1,093.00
2012-01-09	Run 745		160.00
2012-01-09	Run 746		893.00
2012-01-09	Run 749		93.22
2012-01-09	Run 752		20.00
2012-01-09	Run 757		697.00
2012-01-09	Run 759		131.00
2012-01-09	Run 769		169.80
2012-01-09	Run 776		745.00
2012-01-09	Run 777		771.00
2012-01-09	Run 778		156.20
2012-01-09	Run 786		560.00
2012-01-09	Run 809		697.00
2012-01-09	Run 817		88.44
2012-01-09	Run 823		797.00
2012-01-09	Run 831		1,021.00
2012-01-10	Run 828		549.00
2012-01-10	Run 845		893.00
2012-01-10	Run 862		857.00
2012-01-10	Run 879		94.35
2012-01-10	Run 892		96.97
2012-01-10	Run 894		487.00
2012-01-10	Run 897		91.82
2012-01-10	Run 899		573.00
2012-01-10	Run 901		833.00
2012-01-10	Run 910		20.00
2012-01-10	Run 920		504.57
2012-01-10	Run 921		82.11
2012-01-11	Run 1,006		585.00
2012-01-11	Run 1,010		77.85
2012-01-11	Run 1,012		609.00
2012-01-11	Run 1,018		150.00
2012-01-11	Run 906		881.00
2012-01-11	Run 919		585.00
2012-01-11	Run 947		621.00
2012-01-11	Run 951		140.28
2012-01-11	Run 952		585.00
2012-01-11	Run 954		87.46
2012-01-11	Run 960		977.00
2012-01-11	Run 966		91.82
2012-01-11	Run 973		99.75
2012-01-11	Run 982		821.00
2012-01-11	Run 983		855.00
2012-01-11	Run 991		87.03
2012-01-11	Run 992		371.26
2012-01-11	Run 996		537.00
2012-01-12	Run 1,000		843.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2012-01-12	Run 1,003		76.87
2012-01-12	Run 1,021		821.00
2012-01-12	Run 1,039		881.00
2012-01-12	Run 1,045		649.00
2012-01-12	Run 1,051		597.00
2012-01-12	Run 1,055		491.81
2012-01-12	Run 1,095		585.00
2012-01-12	Run 1,099		537.00
2012-01-13	Run 1,077		100.00
2012-01-13	Run 1,087		63.06
2012-01-13	Run 1,088		94.77
2012-01-13	Run 1,098		125.00
2012-01-13	Run 1,109		92.24
2012-01-13	Run 1,113		227.56
2012-01-13	Run 1,116		85.00
2012-01-13	Run 1,122		561.00
2012-01-13	Run 1,127		416.32
2012-01-13	Run 1,129		597.00
2012-01-13	Run 1,133		96.03
2012-01-13	Run 1,134		201.20
2012-01-13	Run 1,138		609.00
2012-01-13	Run 1,154		621.00
2012-01-13	Run 1,171		74.62
2012-01-13	Run 1,174		85.00
2012-01-13	Run 1,178		549.00
2012-01-13	Run 1,189		86.89
2012-01-13	Run 1,488		755.00
2012-01-14	Run 1,168		80.52
2012-01-14	Run 1,176		86.33
2012-01-14	Run 1,186		681.00
2012-01-14	Run 1,201		843.00
2012-01-14	Run 1,204		709.00
2012-01-14	Run 1,206		869.00
2012-01-14	Run 1,211		120.80
2012-01-14	Run 1,216		717.00
2012-01-14	Run 1,226		150.00
2012-01-14	Run 1,227		83.24
2012-01-14	Run 1,229		807.00
2012-01-14	Run 1,230		17.60
2012-01-15	Run 1,263		797.00
2012-01-15	Run 1,275		75.04
2012-01-15	Run 1,276		585.00
2012-01-15	Run 1,286		803.00
2012-01-15	Run 1,293		917.00
2012-01-15	Run 1,294		80.52
2012-01-15	Run 1,297		161.40
2012-01-15	Run 1,309		597.00
2012-01-15	Run 1,310		74.05
2012-01-15	Run 1,311		171.40
2012-01-15	Run 1,314		845.00
2012-01-15	Run 1,325		621.00
2012-01-15	Run 1,329		573.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2012-01-15	Run 1,331		150.00
2012-01-15	Run 1,332		87.32
2012-01-15	Run 1,333		85.00
2012-01-15	Run 1,335		1,057.00
2012-01-15	Run 1,336		150.00
2012-01-15	Run 1,345		910.00
2012-01-15	Run 1,346		86.75
2012-01-15	Run 1,352		825.00
2012-01-15	Run 1,354		127.00
2012-01-15	Run 1,370		893.00
2012-01-15	Run 1,471		523.90
2012-01-16	Run 1,349		765.00
2012-01-16	Run 1,350		795.00
2012-01-16	Run 1,357		771.00
2012-01-16	Run 1,366		537.00
2012-01-16	Run 1,367		561.00
2012-01-16	Run 1,380		358.49
2012-01-16	Run 1,381		685.00
2012-01-16	Run 1,402		398.55
2012-01-16	Run 1,423		807.00
2012-01-16	Run 1,427		695.00
2012-01-16	Run 1,435		92.24
2012-01-16	Run 1,453		585.00
2012-01-16	Run 1,457		867.00
2012-01-16	Run 1,467		597.00
2012-01-16	Run 1,482		755.00
2012-01-17	Run 1,442		623.00
2012-01-17	Run 1,451		549.00
2012-01-17	Run 1,463		549.00
2012-01-17	Run 1,473		893.00
2012-01-17	Run 1,502		655.65
2012-01-17	Run 1,508		869.00
2012-01-17	Run 1,521		1,229.00
2012-01-17	Run 1,531		85.00
2012-01-17	Run 1,532		535.95
2012-01-17	Run 1,534		621.00
2012-01-17	Run 1,535		817.00
2012-01-17	Run 1,565		537.00
2012-01-17	Run 1,579		807.00
2012-01-17	Run 1,582		845.00
2012-01-18	Run 1,566		573.00
2012-01-18	Run 1,574		100.00
2012-01-18	Run 1,584		797.00
2012-01-18	Run 1,590		809.00
2012-01-18	Run 1,594		965.00
2012-01-18	Run 1,597		857.00
2012-01-18	Run 1,604		85.00
2012-01-18	Run 1,607		150.00
2012-01-18	Run 1,610		585.00
2012-01-18	Run 1,638		89.99
2012-01-18	Run 1,642		89.99
2012-01-18	Run 1,643		537.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2012-01-18	Run 1,644		200.00
2012-01-18	Run 1,663		100.00
2012-01-18	Run 1,668		821.00
2012-01-18	Run 1,670		733.00
2012-01-19	Run 1,647		633.00
2012-01-19	Run 1,658		793.00
2012-01-19	Run 1,666		85.00
2012-01-19	Run 1,676		747.00
2012-01-19	Run 1,691		62.00
2012-01-19	Run 1,696		809.00
2012-01-19	Run 1,698		81.51
2012-01-19	Run 1,703		709.00
2012-01-19	Run 1,708		637.00
2012-01-19	Run 1,713		645.00
2012-01-19	Run 1,721		20.00
2012-01-19	Run 1,722		833.00
2012-01-19	Run 1,727		85.00
2012-01-19	Run 1,733		487.00
2012-01-19	Run 1,736		622.83
2012-01-19	Run 1,750		769.00
2012-01-19	Run 1,756		136.20
2012-01-19	Run 1,759		69.13
2012-01-19	Run 1,760		124.09
2012-01-20	Run 1,748		831.00
2012-01-20	Run 1,797		73.49
2012-01-20	Run 1,812		157.40
2012-01-20	Run 1,816		797.00
2012-01-20	Run 1,823		90.27
2012-01-20	Run 1,825		797.00
2012-01-20	Run 1,827		90.55
2012-01-20	Run 1,828		717.00
2012-01-20	Run 1,842		869.00
2012-01-20	Run 1,846		970.00
2012-01-20	Run 1,851		77.01
2012-01-20	Run 1,853		881.00
2012-01-20	Run 1,866		537.00
2012-01-20	Run 1,869		73.77
2012-01-20	Run 1,873		549.00
2012-01-20	Run 1,878		585.00
2012-01-21	Run 1,858		795.00
2012-01-21	Run 1,871		795.00
2012-01-21	Run 1,890		845.00
2012-01-21	Run 1,895		989.00
2012-01-21	Run 1,897		121.80
2012-01-21	Run 1,912		561.00
2012-01-21	Run 1,914		100.00
2012-01-21	Run 1,915		881.00
2012-01-21	Run 1,920		857.00
2012-01-21	Run 1,925		633.00
2012-01-21	Run 1,926		953.00
2012-01-21	Run 1,928		77.99
2012-01-21	Run 1,929		592.40

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2012-01-21	Run 1,931		150.00
2012-01-21	Run 1,935		633.00
2012-01-21	Run 1,942		759.00
2012-01-21	Run 1,945		83.38
2012-01-21	Run 1,946		150.00
2012-01-21	Run 1,951		609.00
2012-01-21	Run 1,953		73.91
2012-01-21	Run 1,958		805.00
2012-01-21	Run 1,961		83.10
2012-01-21	Run 1,968		621.00
2012-01-21	Run 1,970		797.00
2012-01-21	Run 1,971		597.00
2012-01-21	Run 1,978		100.00
2012-01-21	Run 1,991		946.00
2012-01-22	Run 1,974		498.72
2012-01-22	Run 1,994		741.00
2012-01-22	Run 1,996		110.60
2012-01-22	Run 2,002		609.00
2012-01-22	Run 2,010		85.21
2012-01-22	Run 2,020		807.00
2012-01-22	Run 2,030		879.00
2012-01-22	Run 2,039		87.46
2012-01-22	Run 2,040		869.00
2012-01-22	Run 2,048		74.90
2012-01-22	Run 2,052		150.00
2012-01-22	Run 2,053		809.00
2012-01-22	Run 2,057		977.00
2012-01-22	Run 2,065		561.00
2012-01-22	Run 2,066		621.00
2012-01-22	Run 2,070		86.47
2012-01-22	Run 2,072		721.00
2012-01-23	Run 2,060		421.31
2012-01-23	Run 2,068		759.00
2012-01-23	Run 2,079		280.00
2012-01-23	Run 2,090		100.00
2012-01-23	Run 2,092		1,001.00
2012-01-23	Run 2,097		958.00
2012-01-23	Run 2,106		86.75
2012-01-23	Run 2,107		869.00
2012-01-23	Run 2,110		573.00
2012-01-23	Run 2,113		845.00
2012-01-23	Run 2,123		757.00
2012-01-23	Run 2,131		122.14
2012-01-23	Run 2,139		585.00
2012-01-23	Run 2,142		845.00
2012-01-23	Run 2,145		597.00
2012-01-23	Run 2,146		96.17
2012-01-23	Run 2,148		537.00
2012-01-23	Run 2,150		523.00
2012-01-23	Run 2,162		681.00
2012-01-23	Run 2,167		941.00
2012-01-23	Run 2,169		386.79

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2012-01-23	Run 2,170		150.00
2012-01-23	Run 2,175		85.00
2012-01-23	Run 2,180		573.00
2012-01-23	Run 2,186		929.00
2012-01-23	Run 2,188		759.00
2012-01-23	Run 2,194		561.00
2012-01-23	Run 2,196		917.00
2012-01-23	Run 2,198		813.00
2012-01-24	Run 2,189		881.00
2012-01-24	Run 2,192		893.00
2012-01-24	Run 2,197		110.85
2012-01-24	Run 2,199		597.00
2012-01-24	Run 2,204		927.00
2012-01-24	Run 2,206		20.00
2012-01-24	Run 2,207		819.00
2012-01-24	Run 2,211		843.00
2012-01-24	Run 2,218		142.20
2012-01-24	Run 2,225		156.20
2012-01-24	Run 2,230		845.00
2012-01-24	Run 2,233		369.41
2012-01-24	Run 2,237		100.00
2012-01-24	Run 2,238		80.38
2012-01-24	Run 2,243		869.00
2012-01-24	Run 2,256		85.07
2012-01-24	Run 2,263		977.00
2012-01-24	Run 2,273		821.00
2012-01-24	Run 2,281		150.00
2012-01-24	Run 2,284		783.00
2012-01-25	Run 2,266		933.00
2012-01-25	Run 2,270		795.00
2012-01-25	Run 2,277		824.00
2012-01-25	Run 2,290		633.00
2012-01-25	Run 2,300		869.00
2012-01-25	Run 2,308		100.00
2012-01-25	Run 2,309		869.00
2012-01-25	Run 2,311		869.00
2012-01-25	Run 2,316		831.00
2012-01-25	Run 2,320		43.55
2012-01-25	Run 2,321		733.00
2012-01-25	Run 2,322		91.39
2012-01-25	Run 2,324		100.00
2012-01-25	Run 2,325		255.00
2012-01-25	Run 2,326		585.00
2012-01-25	Run 2,333		280.00
2012-01-25	Run 2,352		795.00
2012-01-25	Run 2,354		845.00
2012-01-25	Run 2,355		881.00
2012-01-25	Run 2,357		126.26
2012-01-25	Run 2,362		585.00
2012-01-25	Run 2,391		403.52
2012-01-25	Run 2,394		857.00
2012-01-26	Run 2,358		843.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2012-01-26	Run 2,380		87.88
2012-01-26	Run 2,396		138.09
2012-01-26	Run 2,414		609.00
2012-01-26	Run 2,415		833.00
2012-01-26	Run 2,420		73.07
2012-01-26	Run 2,425		100.00
2012-01-26	Run 2,426		70.40
2012-01-26	Run 2,427		747.00
2012-01-26	Run 2,428		91.11
2012-01-26	Run 2,429		657.00
2012-01-26	Run 2,435		573.00
2012-01-26	Run 2,451		126.60
2012-01-26	Run 2,454		881.00
2012-01-26	Run 2,455		905.00
2012-01-26	Run 2,462		561.00
2012-01-26	Run 2,464		102.64
2012-01-26	Run 2,469		79.40
2012-01-26	Run 2,475		99.11
2012-01-26	Run 2,483		711.00
2012-01-27	Run 2,485		573.00
2012-01-27	Run 2,488		705.00
2012-01-27	Run 2,507		173.80
2012-01-27	Run 2,512		855.00
2012-01-27	Run 2,516		773.00
2012-01-27	Run 2,518		917.00
2012-01-27	Run 2,523		68.28
2012-01-27	Run 2,543		561.00
2012-01-27	Run 2,555		893.00
2012-01-27	Run 2,559		549.00
2012-01-27	Run 2,565		833.00
2012-01-27	Run 2,566		169.99
2012-01-27	Run 2,567		744.00
2012-01-27	Run 2,574		749.00
2012-01-27	Run 2,584		757.00
2012-01-28	Run 2,585		93.08
2012-01-28	Run 2,605		821.00
2012-01-28	Run 2,610		795.00
2012-01-28	Run 2,611		857.00
2012-01-28	Run 2,628		723.00
2012-01-28	Run 2,637		163.40
2012-01-28	Run 2,650		905.00
2012-01-28	Run 2,661		621.00
2012-01-28	Run 2,671		855.00
2012-01-28	Run 2,686		573.00
2012-01-28	Run 2,696		747.00
2012-01-29	Run 2,658		771.00
2012-01-29	Run 2,700		597.00
2012-01-29	Run 2,706		709.00
2012-01-29	Run 2,719		83.24
2012-01-29	Run 2,722		150.00
2012-01-29	Run 2,727		821.00
2012-01-29	Run 2,730		561.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2012-01-29	Run 2,732		946.00
2012-01-29	Run 2,735		150.00
2012-01-29	Run 2,738		795.00
2012-01-29	Run 2,740		795.00
2012-01-29	Run 2,743		125.00
2012-01-29	Run 2,750		881.00
2012-01-29	Run 2,760		917.00
2012-01-29	Run 2,764		100.00
2012-01-29	Run 2,782		85.21
2012-01-29	Run 2,784		633.00
2012-01-30	Run 2,757		819.00
2012-01-30	Run 2,758		573.00
2012-01-30	Run 2,762		549.00
2012-01-30	Run 2,818		857.00
2012-01-30	Run 2,820		771.00
2012-01-30	Run 2,825		633.00
2012-01-30	Run 2,830		298.55
2012-01-30	Run 2,835		915.00
2012-01-30	Run 2,847		881.00
2012-01-30	Run 2,849		85.00
2012-01-30	Run 2,852		549.00
2012-01-30	Run 2,858		443.28
2012-01-30	Run 2,870		573.00
2012-01-30	Run 2,890		881.00
2012-01-30	Run 2,893		733.00
2012-01-30	Run 2,894		549.00
2012-01-30	Run 2,900		795.00
2012-01-30	Run 2,909		621.00
2012-01-30	Run 2,999		633.00
2012-01-31	Run 2,914		537.00
2012-01-31	Run 2,927		693.00
2012-01-31	Run 2,936		645.00
2012-01-31	Run 2,939		100.00
2012-01-31	Run 2,948		669.00
2012-01-31	Run 2,959		87.60
2012-01-31	Run 2,960		621.00
2012-01-31	Run 2,961		423.40
2012-01-31	Run 2,970		585.00
2012-01-31	Run 2,971		922.00
2012-02-01	Run 2,982		681.00
2012-02-01	Run 2,992		573.00
2012-02-01	Run 3,007		597.00
2012-02-01	Run 3,017		705.00
2012-02-01	Run 3,021		905.00
2012-02-01	Run 3,022		797.00
2012-02-01	Run 3,029		905.00
2012-02-01	Run 3,031		499.00
2012-02-01	Run 3,032		833.00
2012-02-01	Run 3,038		126.60
2012-02-01	Run 3,042		681.00
2012-02-01	Run 3,049		549.00
2012-02-01	Run 3,057		845.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2012-02-01	Run 3,065		785.00
2012-02-01	Run 3,069		84.93
2012-02-02	Run 3,062		705.00
2012-02-02	Run 3,067		585.00
2012-02-02	Run 3,079		621.00
2012-02-02	Run 3,096		85.00
2012-02-02	Run 3,099		392.01
2012-02-02	Run 3,101		597.00
2012-02-02	Run 3,112		561.00
2012-02-02	Run 3,114		537.00
2012-02-02	Run 3,123		585.00
2012-02-02	Run 3,155		597.00
2012-02-02	Run 3,164		549.00
2012-02-02	Run 3,190		81.97
2012-02-02	Run 3,196		910.00
2012-02-03	Run 3,187		695.00
2012-02-03	Run 3,188		537.00
2012-02-03	Run 3,200		111.28
2012-02-03	Run 3,201		633.00
2012-02-03	Run 3,203		89.00
2012-02-03	Run 3,205		857.00
2012-02-03	Run 3,207		669.00
2012-02-03	Run 3,213		60.00
2012-02-03	Run 3,227		833.00
2012-02-03	Run 3,228		875.00
2012-02-03	Run 3,229		615.00
2012-02-03	Run 3,241		589.00
2012-02-03	Run 3,242		593.00
2012-02-03	Run 3,249		378.16
2012-02-03	Run 3,252		809.00
2012-02-03	Run 3,257		797.00
2012-02-03	Run 3,261		133.80
2012-02-03	Run 3,262		89.28
2012-02-03	Run 3,283		621.00
2012-02-03	Run 3,289		671.55
2012-02-04	Run 3,269		673.00
2012-02-04	Run 3,285		150.00
2012-02-04	Run 3,286		82.25
2012-02-04	Run 3,294		783.00
2012-02-04	Run 3,297		111.28
2012-02-04	Run 3,308		573.00
2012-02-04	Run 3,327		819.00
2012-02-04	Run 3,344		857.00
2012-02-04	Run 3,346		585.00
2012-02-04	Run 3,347		90.41
2012-02-04	Run 3,387		549.00
2012-02-04	Run 3,388		597.00
2012-02-04	Run 3,389		537.00
2012-02-04	Run 3,397		549.00
2012-02-04	Run 3,405		573.00
2012-02-04	Run 3,434		809.00
2012-02-04	Run 3,435		549.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2012-02-04	Run 3,437		88.86
2012-02-05	Run 3,369		597.00
2012-02-05	Run 3,382		645.00
2012-02-05	Run 3,390		43.47
2012-02-05	Run 3,393		150.00
2012-02-05	Run 3,403		857.00
2012-02-05	Run 3,449		881.00
2012-02-05	Run 3,459		561.00
2012-02-05	Run 3,466		697.00
2012-02-05	Run 3,474		621.00
2012-02-05	Run 3,478		845.00
2012-02-05	Run 3,479		473.86
2012-02-05	Run 3,483		869.00
2012-02-05	Run 3,484		845.00
2012-02-05	Run 3,489		807.00
2012-02-05	Run 3,492		574.00
2012-02-06	Run 3,480		549.00
2012-02-06	Run 3,486		573.00
2012-02-06	Run 3,487		573.00
2012-02-06	Run 3,494		771.00
2012-02-06	Run 3,496		609.00
2012-02-06	Run 3,515		89.28
2012-02-06	Run 3,518		709.00
2012-02-06	Run 3,525		627.00
2012-02-06	Run 3,526		627.00
2012-02-06	Run 3,532		917.00
2012-02-06	Run 3,536		794.00
2012-02-06	Run 3,546		247.44
2012-02-06	Run 3,558		645.00
2012-02-06	Run 3,568		783.00
2012-02-06	Run 3,573		649.00
2012-02-06	Run 3,585		999.00
2012-02-06	Run 3,589		783.00
2012-02-06	Run 3,593		549.00
2012-02-06	Run 3,596		831.00
2012-02-07	Run 3,607		697.00
2012-02-07	Run 3,609		150.00
2012-02-07	Run 3,611		220.00
2012-02-07	Run 3,612		881.00
2012-02-07	Run 3,614		89.85
2012-02-07	Run 3,617		845.00
2012-02-07	Run 3,635		121.80
2012-02-07	Run 3,647		20.00
2012-02-07	Run 3,649		845.00
2012-02-07	Run 3,650		891.00
2012-02-07	Run 3,656		697.00
2012-02-07	Run 3,658		549.00
2012-02-07	Run 3,663		113.12
2012-02-07	Run 3,690		91.67
2012-02-07	Run 3,691		845.00
2012-02-07	Run 3,704		757.00
2012-02-08	Run 3,689		408.49

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2012-02-08	Run 3,710		941.00
2012-02-08	Run 3,711		333.64
2012-02-08	Run 3,712		821.00
2012-02-08	Run 3,714		797.00
2012-02-08	Run 3,722		200.00
2012-02-08	Run 3,731		160.00
2012-02-08	Run 3,746		793.00
2012-02-08	Run 3,758		745.00
2012-02-08	Run 3,766		783.00
2012-02-08	Run 3,767		381.00
2012-02-08	Run 3,773		403.52
2012-02-08	Run 3,774		819.00
2012-02-08	Run 3,775		153.49
2012-02-08	Run 3,780		881.00
2012-02-08	Run 3,785		276.76
2012-02-08	Run 3,789		561.00
2012-02-09	Run 3,787		74.19
2012-02-09	Run 3,791		537.00
2012-02-09	Run 3,797		615.00
2012-02-09	Run 3,800		905.00
2012-02-09	Run 3,801		149.71
2012-02-09	Run 3,804		833.00
2012-02-09	Run 3,807		165.00
2012-02-09	Run 3,812		187.80
2012-02-09	Run 3,827		150.00
2012-02-09	Run 3,833		657.00
2012-02-09	Run 3,834		57.52
2012-02-09	Run 3,851		100.00
2012-02-09	Run 3,854		845.00
2012-02-09	Run 3,856		150.00
2012-02-09	Run 3,862		597.00
2012-02-09	Run 3,881		783.00
2012-02-10	Run 3,866		833.00
2012-02-10	Run 3,874		78.13
2012-02-10	Run 3,878		561.00
2012-02-10	Run 3,890		793.00
2012-02-10	Run 3,895		941.00
2012-02-10	Run 3,912		833.00
2012-02-10	Run 3,925		797.00
2012-02-10	Run 3,926		633.00
2012-02-10	Run 3,930		559.00
2012-02-10	Run 3,931		88.16
2012-02-10	Run 3,934		573.00
2012-02-10	Run 3,938		150.00
2012-02-10	Run 3,946		893.00
2012-02-10	Run 3,947		621.00
2012-02-10	Run 3,950		579.00
2012-02-10	Run 3,951		639.00
2012-02-10	Run 3,953		583.00
2012-02-10	Run 3,954		965.00
2012-02-10	Run 3,969		755.00
2012-02-10	Run 3,986		78.83

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2012-02-11	Run 3,990		85.21
2012-02-11	Run 3,997		125.00
2012-02-11	Run 3,998		881.00
2012-02-11	Run 4,011		81.97
2012-02-11	Run 4,015		487.00
2012-02-11	Run 4,026		74.62
2012-02-11	Run 4,029		537.00
2012-02-11	Run 4,033		809.00
2012-02-11	Run 4,034		609.00
2012-02-11	Run 4,058		845.00
2012-02-11	Run 4,060		833.00
2012-02-11	Run 4,068		63.10
2012-02-12	Run 4,050		561.00
2012-02-12	Run 4,065		831.00
2012-02-12	Run 4,090		821.00
2012-02-12	Run 4,095		85.28
2012-02-12	Run 4,099		621.00
2012-02-12	Run 4,104		609.00
2012-02-12	Run 4,105		549.00
2012-02-12	Run 4,107		857.00
2012-02-12	Run 4,115		821.00
2012-02-12	Run 4,122		585.00
2012-02-12	Run 4,123		585.00
2012-02-12	Run 4,125		924.70
2012-02-12	Run 4,130		669.00
2012-02-12	Run 4,131		561.00
2012-02-13	Run 4,150		84.08
2012-02-13	Run 4,152		90.13
2012-02-13	Run 4,156		833.00
2012-02-13	Run 4,169		869.00
2012-02-13	Run 4,170		857.00
2012-02-13	Run 4,178		759.00
2012-02-13	Run 4,198		93.50
2012-02-13	Run 4,211		69.27
2012-02-13	Run 4,230		869.00
2012-02-13	Run 4,232		83.94
2012-02-13	Run 4,261		778.20
2012-02-13	Run 4,360		408.49
2012-02-14	Run 4,255		549.00
2012-02-14	Run 4,266		657.00
2012-02-14	Run 4,291		549.00
2012-02-14	Run 4,292		807.00
2012-02-14	Run 4,296		905.00
2012-02-14	Run 4,310		609.00
2012-02-14	Run 4,312		561.00
2012-02-14	Run 4,314		697.00
2012-02-14	Run 4,337		797.00
2012-02-14	Run 4,347		783.00
2012-02-14	Run 4,348		374.97
2012-02-14	Run 4,361		561.00
2012-02-15	Run 4,299		499.00
2012-02-15	Run 4,301		757.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2012-02-15	Run 4,353		759.00
2012-02-15	Run 4,363		905.00
2012-02-15	Run 4,371		609.00
2012-02-15	Run 4,391		90.13
2012-02-15	Run 4,395		867.00
2012-02-15	Run 4,397		84.79
2012-02-15	Run 4,402		869.00
2012-02-15	Run 4,407		103.15
2012-02-15	Run 4,408		869.00
2012-02-15	Run 4,410		833.00
2012-02-15	Run 4,422		795.00
2012-02-15	Run 4,454		506.10
2012-02-16	Run 4,423		845.00
2012-02-16	Run 4,425		693.00
2012-02-16	Run 4,436		795.00
2012-02-16	Run 4,440		573.00
2012-02-16	Run 4,461		89.00
2012-02-16	Run 4,481		615.00
2012-02-16	Run 4,487		43.47
2012-02-16	Run 4,502		705.00
2012-02-16	Run 4,510		87.88
2012-02-16	Run 4,518		705.00
2012-02-16	Run 4,526		92.24
2012-02-16	Run 4,535		719.00
2012-02-16	Run 4,536		809.00
2012-02-16	Run 4,544		905.00
2012-02-16	Run 4,546		89.28
2012-02-16	Run 4,547		89.80
2012-02-16	Run 4,554		833.00
2012-02-16	Run 4,564		645.00
2012-02-17	Run 4,530		621.00
2012-02-17	Run 4,550		819.00
2012-02-17	Run 4,583		597.00
2012-02-17	Run 4,584		881.00
2012-02-17	Run 4,593		93.92
2012-02-17	Run 4,595		92.38
2012-02-17	Run 4,611		757.00
2012-02-17	Run 4,613		781.00
2012-02-17	Run 4,619		771.00
2012-02-17	Run 4,621		83.66
2012-02-17	Run 4,622		697.00
2012-02-17	Run 4,640		86.89
2012-02-17	Run 4,641		669.00
2012-02-17	Run 4,654		867.00
2012-02-18	Run 4,637		747.00
2012-02-18	Run 4,648		669.00
2012-02-18	Run 4,650		549.00
2012-02-18	Run 4,662		657.00
2012-02-18	Run 4,671		833.00
2012-02-18	Run 4,673		573.00
2012-02-18	Run 4,688		194.00
2012-02-18	Run 4,693		843.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2012-02-18	Run 4,700		819.00
2012-02-18	Run 4,705		74.62
2012-02-18	Run 4,710		87.32
2012-02-18	Run 4,719		987.00
2012-02-18	Run 4,750		975.00
2012-02-18	Run 4,768		989.00
2012-02-19	Run 4,794		86.05
2012-02-19	Run 4,799		72.37
2012-02-19	Run 4,811		89.85
2012-02-19	Run 4,834		821.00
2012-02-19	Run 4,851		82.35
2012-02-19	Run 4,852		867.00
2012-02-19	Run 4,855		609.00
2012-02-19	Run 4,858		150.00
2012-02-20	Run 4,865		561.00
2012-02-20	Run 4,868		905.00
2012-02-20	Run 4,880		93.50
2012-02-20	Run 4,893		633.00
2012-02-20	Run 4,895		549.00
2012-02-20	Run 4,904		561.00
2012-02-20	Run 4,914		797.00
2012-02-20	Run 4,916		783.00
2012-02-20	Run 4,917		867.00
2012-02-20	Run 5,285		821.00
2012-02-21	Run 4,934		765.00
2012-02-21	Run 4,941		573.00
2012-02-21	Run 4,954		537.00
2012-02-21	Run 4,960		597.00
2012-02-21	Run 4,969		589.23
2012-02-21	Run 4,972		83.94
2012-02-21	Run 5,009		76.16
2012-02-21	Run 5,016		316.50
2012-02-21	Run 5,023		585.00
2012-02-21	Run 5,029		845.00
2012-02-21	Run 5,033		549.00
2012-02-21	Run 5,034		549.00
2012-02-21	Run 5,039		741.00
2012-02-21	Run 5,063		561.00
2012-02-22	Run 5,140		843.00
2012-02-23	Run 5,138		98.70
2012-02-23	Run 5,162		561.00
2012-02-23	Run 5,171		78.83
2012-02-23	Run 5,194		793.00
2012-02-23	Run 5,199		747.00
2012-02-23	Run 5,205		719.00
2012-02-23	Run 5,244		200.00
2012-02-23	Run 5,262		821.00
2012-02-23	Run 5,270		821.00
2012-02-24	Run 5,259		585.00
2012-02-24	Run 5,265		883.00
2012-02-24	Run 5,287		953.00
2012-02-24	Run 5,288		953.00

ESCAMBIA COUNTY EMS
4th Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2012-02-24	Run 5,303		733.00
2012-02-24	Run 5,306		609.00
2012-02-24	Run 5,328		869.00
2012-02-24	Run 5,332		150.00
2012-02-24	Run 5,339		833.00
2012-02-24	Run 5,346		585.00
2012-02-24	Run 5,361		633.00
2012-02-24	Run 5,380		549.00
2012-02-25	Run 5,351		809.00
2012-02-25	Run 5,359		436.32
2012-02-25	Run 5,373		869.00
2012-02-25	Run 5,376		537.00
2012-02-25	Run 5,386		633.00
2012-02-25	Run 5,392		561.00
2012-02-25	Run 5,395		448.20
2012-02-25	Run 5,399		645.00
2012-02-25	Run 5,410		73.63
2012-02-25	Run 5,416		881.00
2012-02-25	Run 5,419		150.00
2012-02-25	Run 5,430		83.52
2012-02-25	Run 5,431		597.00
2012-02-25	Run 5,439		20.00
2012-02-25	Run 5,451		845.00
2012-02-26	Run 5,554		573.00
2012-02-27	Run 5,569		573.00
2012-02-27	Run 5,586		87.74
2012-02-27	Run 5,593		917.00
2012-02-27	Run 5,613		869.00
2012-02-27	Run 5,627		797.00
2012-02-27	Run 5,629		855.00
2012-02-27	Run 5,633		893.00
2012-02-27	Run 5,643		587.00
2012-02-27	Run 5,649		857.00
2012-02-27	Run 5,658		757.00
2012-02-27	Run 5,660		609.00
2012-02-27	Run 5,673		621.00
2012-02-27	Run 5,674		83.66
2012-02-27	Run 5,675		479.05
2012-02-27	Run 5,677		917.00
2012-02-27	Run 5,685		929.00
2012-02-28	Run 5,699		160.00
2012-02-28	Run 5,745		869.00
2012-02-29	Run 5,790		1,073.00
2012-02-29	Run 5,830		150.00
2012-02-29	Run 5,855		669.00
2012-02-29	Run 5,912		633.00
2012-03-01	Run 5,941		869.00
2012-03-01	Run 5,943		833.00
2012-03-01	Run 5,992		857.00
2012-03-01	Run 6,012		621.00
2012-03-02	Run 5,997		833.00
2012-03-02	Run 6,007		611.00

ESCAMBIA COUNTY EMS
4thd Quarter FY 2012 Write-Off

Trip Date	Run #	Customer	Due
2012-03-03	Run 6,085		511.00
2012-03-03	Run 6,164		645.00
2012-03-05	Run 6,345		585.00
2012-03-07	Run 6,575		821.00
2012-03-07	Run 6,634		597.00
2012-03-07	Run 6,652		609.00
2012-03-08	Run 6,694		537.00
2012-03-08	Run 6,697		150.00
2012-03-10	Run 6,885		585.00
2012-03-10	Run 6,911		537.00
2012-03-10	Run 6,921		549.00
2012-03-11	Run 6,978		759.00
2012-03-11	Run 7,015		549.00
2012-03-12	Run 7,099		833.00
2012-03-21	Run 8,046		537.00
2012-03-22	Run 8,154		781.00
2012-03-25	Run 8,464		633.00
2012-03-28	Run 8,731		759.00
2012-04-10	Run 10,070		905.00
2012-04-11	Run 10,257		869.00
2012-04-16	Run 10,738		821.00
2012-04-18	Run 10,850		795.00
2012-04-21	Run 11,298		781.00
2012-04-30	Run 12,154		831.00
2012-05-02	Run 12,317		809.00
2012-05-05	Run 12,673		771.00
2012-05-10	Run 13,196		881.00
2012-05-29	Run 15,227		9.00
3,928 Transports		Total Requested Write-off	1,795,355.11

JC
10-22-12
[Signature]



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-3462

11. 4.

BCC Regular Meeting

Meeting Date: 11/01/2012

Issue: Acceptance of Sheriff's Annual Investment Report

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the Sheriff's Annual Investment Report

That the Board accept, for filing with the Board's Minutes, the *2012 Annual Investment Report*, as provided by the Honorable David Morgan, Escambia County Sheriff, and received in the Clerk to the Board's Office on October 24, 2012.

Attachments

CR I-4


Sheriff



DAVID MORGAN

MEMORANDUM

TO: Honorable Wilson Robertson
Chairman, Board of County Commissioners

FROM: David Morgan, Sheriff 

DATE: October 24, 2012

RE: Annual Investment Report FYE 09/30/12

COPY

As required by Paragraph 218.415(15), Florida Statutes, please accept this Annual Investment Report.

This report includes all investments held in the Sheriff's Office portfolio and earnings.

If there are any questions, please do not hesitate to contact me at 436-9541.

DM;jbf

Enclosure (1) "Annual Investment Report"

2012 OCT 24 P 1:45
SCOTT LEE MAGAHA
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL.

ESCAMBIA COUNTY SHERIFF'S OFFICE

Telephone (850) 436-9512 • www.escambiaso.com • P.O. Box 18770 • Pensacola, Florida 32523

2012

Annual Investment Report



Sheriff David Morgan

FYE 9/30/12

Table of Contents

- **Investment Policy**
- **Attachment A (List of Public Depositories)**
- **Attachment B (Investment Policy Internal Controls)**
- **Investments**
 - General Fund Interest Income

Investment Policy

Escambia County Sheriff's Office

ESCAMBIA COUNTY SHERIFF'S OFFICE

Pensacola, Florida

David Morgan, Sheriff

General Order		Subject: Investment Policy		Number: 305
Issue Date: 10/20/2009	Effective Date: 10/20/2009	Review Date: 10/2010	Review Responsibility: Administration Division	
Distribution Code: All Members		Rescinds: 03-71	Amends:	
Related Documents:				
CFA/FCAC/NCCHC				

PURPOSE: The purpose of this general order is to prescribe procedures for the investing of surplus funds held by the Escambia County Sheriff's Office.

POLICY: All surplus funds that are held by or for the Escambia County Sheriff's Office will be invested in such a manner so that certain objectives are achieved, in particular the safety of the principle invested and the liquidity of the funds that are invested. The investment of these funds is governed by Florida Statute.

PROCEDURE:

305.1

Investment Objectives

1. When surplus funds are invested, each investment opportunity will follow certain objectives. These objectives are, in order of priority:
 - a. Safety - Funds entrusted to the Sheriff represent funds belonging to the people of Escambia County. Therefore, the primary objective of this investment policy is to provide for the protection of investment capital.
 - b. Liquidity - The Sheriff's Office portfolio will provide sufficient liquidity so that funds are available for timely satisfaction of financial obligations.
 - c. Return on investment - Within safety and liquidity limitations, a reasonable rate of return should be obtained on Sheriff's Office investments.
2. The performance of the Escambia County Sheriff's Office investments will be compared on an annual basis with the appropriate indices published in a

national financial publication. Such indices will be selected by the Chief Financial Officer to reflect returns on investments with a minimum of risk.

305.2

Prudence and Ethical Standard

It is imperative that certain standards be established and followed concerning the investment of funds held by the Sheriff. Of those standards, the prudent person standard is defined as follows:

1. Investments will be made with judgment and care, under the circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the income to be derived.
2. Officers and employees involved in the investment process will refrain from personal business activity that could conflict with proper conduct of the investment program, or which could impair their ability to make impartial investment decisions. In addition, those persons will disclose to the Sheriff any material of financial interest or personal relationship which could cause a conflict of interest.

305.3

Authorized Investments

1. The Local Government Surplus Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, F.S.S. 163.01.
2. Security and Exchange registered money market funds with the highest credit quality rating from a recognized rating agency.
3. Saving accounts in state-certified depositories, as defined in F.S.S. 280.02(16).
4. Certificates of Deposit in a state certified depository.
5. Notes, Bonds, T-Bills, or other direct obligations of the United States Treasury.
6. Federal agencies and instruments.
7. Repurchase agreements.

8. Prior to investing in any derivative product or reverse repurchase agreement, the Chief Financial Officer will review the provisions of F.S.S. 218.415(5).

305.4

Maturity and Liquidity Requirements

The investment portfolio will be constructed in such a manner as to provide sufficient liquidity to pay obligations as they become due. To the extent possible, investment maturities will be matched with known cash needs and anticipated cash flow.

305.5

Portfolio Composition and Diversification

Prudent investing necessitates that the portfolio be diversified as to instruments and dealers. Investments will be diversified to the extent practical to control risk of loss from over concentration of assets in specific maturity, issuer, instrument, dealer, or bank through which these instruments are bought and sold. Diversification strategies within the established guidelines will be reviewed and, if necessary, revised by the Chief Financial Officer on a periodic basis.

1. The following maximum limits are guidelines for diversification by instrument:
 - a. Government Advantage Interest Accounts 100%
 - b. Certificates of Deposit 0%
 - c. Treasury Bills/Notes %
 - d. Other United Stated Governmental Agencies %
 - e. State investment pool interest bearing accounts (i.e. Savings, NOW) 0%
2. The Sheriff may revise these guidelines for specific circumstances.
3. Government Advantage Account
 - a. The Government Advantage Account combines the features and conveniences of a full-service demand deposit account with the advantage of paying interest on excess balances. It also offers additional features that simplify operations and may help reduce overhead on cash management and investment activities.
 - b. Funds in Government Advantage Accounts are demand deposits, not investments. Therefore, the FDIC insures them for the first \$100,000.

Additionally, the bank collateralizes the funds in the account to the fullest extent required by state law under Section 280.

- c. Interest payments are determined monthly. At the end of each month, the account analysis system computes the average ledger balance, average float, and average positive collected balance. Compensating balances and the balance to offset services rendered are subtracted from the average positive collected balance to arrive at the net balance available amount. (An earnings credit rate equal to the Treasury bill interest rate will be used.) The interest is then paid on the dollars remaining after the service charges are covered. The interest is paid to the account on the 10th of the following month.

305.6

Authorized Investment Institutions and Dealers

The Escambia County Sheriff's Office will only purchase securities from brokers, dealers or banks that have met certain criteria. Criteria for approval includes but is not limited to:

1. Banks and Savings and Loan Associations must meet requirements as a qualified depository as determined by the State of Florida.
2. Brokers and dealers must be listed on the Federal Reserve Bank of New York as primary government securities dealer.
3. Brokers and dealers must provide certification of having read this policy.
4. Repurchase agreements will be conducted only with principals and not through third parties acting as agents.

305.7

Third Party Custodial Agreements

1. All securities purchased by the Escambia County Sheriff's Office will be properly designated as assets of the Sheriff's Office and may be held in safekeeping by a third party custodial institution.
2. No withdrawal of securities, in whole or part, will be made from safekeeping without authorization of the Chief Financial Officer.
3. The Chief Financial Officer is authorized to execute, on behalf of the Sheriff, third party custodial agreement(s) with banks and other financial institutions. Such agreements may include the following:
 - a. Letters of authority from the Sheriff;

- b. Details as to the responsibilities of each party;
 - c. Method of notification of security purchases, sales, and delivery;
 - d. Procedures related to repurchase agreements;
 - e. Wire transfers;
 - f. Safekeeping and transaction costs;
 - g. Procedures in case of wire transfer failure or other mishaps; and
 - h. A description of the liabilities of each party.
4. Certificates of deposit or other time deposits do not need to be placed with a third party custodian, as they are collateralized through F.S.S. 280.

305.8

Bid Requirements

1. When feasible and appropriate, a competitive bid process will be used.
2. The primary investment instrument used by the Sheriff's Office is the Government Advantage Interest Account, with the principal being the bank balance at the end of a work period. Overall banking services will be by bid.
3. To obtain the best mix of low cost service fees and highest rates of return, various types of accounts may be packaged as a group. This decision will be at the Sheriff's discretion.
4. The group may include both interest bearing and non-interest bearing accounts.
5. Bidding will be done on a 3 to 5 year cycle.
6. Bid scoring will be done using a weighted matrix system for quantitative type answers.
 - a. If a clear winner does not emerge, a qualitative analysis will be used to make the final decision.
 - b. If a winner did not submit the highest interest rate, an explanation will be attached stating the reason(s) for the final selection.
7. All bids will be retained according to current bidding policy.

**305.9
Internal Controls**

The Chief Financial Officer will establish and monitor a set of controls designed to protect the Sheriff's Office funds and assure proper accounting and reporting of securities transactions.

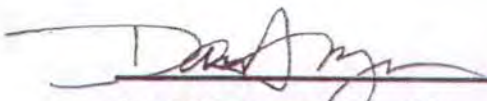
**305.10
Reporting**

The Chief Financial Officer will prepare periodic reports, at least annually, for presentation to the Sheriff and the Board of County Commissioners. The report(s) will include the following:

1. Securities in the portfolio by class or type;
2. Book value;
3. Income earned; and
4. Market value as of date of the report.

Drafted by: Wanda H. White; October 18, 2009

Approved



David Morgan, Sheriff
Escambia County, Florida

10/20/09

Date

ATTACHMENT A



COLLATERAL MANAGEMENT

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QPD Name	City	State
1st National Bank of South Florida	Homestead	FL
1st United Bank	Boca Raton	FL
Alarion Bank *	Ocala	FL
American Enterprise Bank of Florida *	Jacksonville	FL
American Momentum Bank	Tampa	FL
American National Bank	Oakland Park	FL
Ameris Bank	Moultrie	GA
Anthem Bank & Trust	Plaquemine	LA
BAC Florida Bank	Coral Gables	FL
BMO Harris Bank, N.A.	Chicago	IL
Banco Popular North America	New York	NY
BancorpSouth Bank	Tupelo	MS
Banesto USA	Coral Gables	FL
Bank of America, N.A.	Charlotte	NC
Bank of Belle Glade	Belle Glade	FL
Bank of Central Florida	Lakeland	FL
Bank of Jackson County *	Graceville	FL
Bank of St. Augustine	St. Augustine	FL
Bank of the South	Pensacola	FL
BankFirst	Winter Park	FL
BankTrust	Mobile	AL
BankUnited, N.A.	Miami Lakes	FL
Beach Community Bank 01/01/2013	Fort Walton Beach	FL
Branch Banking & Trust Company	Winston-Salem	NC
Brannen Bank	Inverness	FL

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QPD Name	City	State
Broward Bank of Commerce	Fort Lauderdale	FL
C1 Bank	Lakewood Ranch	FL
CBC National Bank	Fernandina Beach	FL
CCB Community Bank	Andalusia	AL
CNLBank *	Orlando	FL
Cadence Bank, N.A.	Birmingham	AL
Capital Bank, N.A.	Coral Gables	FL
Capital City Bank	Tallahassee	FL
Centennial Bank	Conway	AR
CenterState Bank of Florida, N.A.	Winter Haven	FL
Central Bank	Tampa	FL
Charlotte State Bank & Trust	Port Charlotte	FL
CharterBank	West Point	GA
Chipola Community Bank *	Marianna	FL
Citibank, N.A.	Sioux Falls	SD
Citizens Bank & Trust	Frostproof	FL
Citizens Bank of Florida	Oviedo	FL
Citizens First Bank	The Villages	FL
Citizens State Bank	Perry	FL
City National Bank of Florida	Miami	FL
Coconut Grove Bank	Miami	FL
Columbia Bank *	Lake City	FL
Community Bank & Trust of Florida	Ocala	FL
Community Bank of Broward *	Dania Beach	FL
Community Bank of Florida *	Homestead	FL

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QPD Name	City	State
Community Bank of the South	Merritt Island	FL
Community Southern Bank	Lakeland	FL
Community State Bank	Starke	FL
Compass Bank	Birmingham	AL
Continental National Bank of Miami	Miami	FL
Desjardins Bank, N.A.	Hallandale	FL
Drummond Community Bank	Chiefland	FL
Eastern National Bank	Miami	FL
Edison National Bank	Fort Myers	FL
Encore National Bank	Port Charlotte	FL
Englewood Bank & Trust	Englewood	FL
Enterprise Bank of Florida	North Palm Beach	FL
Esprito Santo Bank	Miami	FL
EverBank	Jacksonville	FL
Executive National Bank	Miami	FL
FNBT.COM BANK	Fort Walton Beach	FL
Farmers & Merchants Bank	Monticello	FL
Fifth Third Bank	Cincinnati	OH
FineMark National Bank & Trust	Fort Myers	FL
First America Bank	Bradenton	FL
First American Bank *	Fort Dodge	IA
First Bank - Florida	Clewiston	FL
First Bank - Missouri	Creve Coeur	MO
First Bank of the Palm Beaches	West Palm Beach	FL
First City Bank of Florida *	Fort Walton Beach	FL

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QPD Name	City	State
First Federal Bank of Florida	Lake City	FL
First Florida Bank	Destin	FL
First Green Bank	Mount Dora	FL
First National Bank Northwest Florida	Panama City	FL
First National Bank of Crestview *	Crestview	FL
First National Bank of Mount Dora	Mount Dora	FL
First National Bank of Pasco	Dade City	FL
First National Bank of South Miami	South Miami	FL
First National Bank of Wauchula	Wauchula	FL
First National Bank of the Gulf Coast	Naples	FL
First Southern Bank	Boca Raton	FL
First State Bank of Arcadia	Arcadia	FL
First State Bank of the Florida Keys	Key West	FL
FirstAtlantic Bank	Jacksonville	FL
Flagler Bank *	West Palm Beach	FL
Florida Bank 09/09/2015	Tampa	FL
Florida Bank of Commerce	Orlando	FL
Florida Business Bank	Melbourne	FL
Florida Citizens Bank 11/16/2013	Gainesville	FL
Florida Community Bank, N.A.	Miami	FL
Florida Shores Bank - Southeast *	Pompano Beach	FL
Florida Shores Bank - Southwest	Venice	FL
Florida Traditions Bank	Dade City	FL
Floridian Community Bank, Inc.	Davie	FL
Friends Bank 08/01/2012	New Smyrna Beach	FL

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QPD Name	City	State
Gateway Bank of Central Florida	Ocala	FL
Gateway Bank of Florida	Daytona Beach	FL
Gibraltar Private Bank & Trust Company	Coral Gables	FL
Grand Bank & Trust of Florida *	West Palm Beach	FL
Gulf Coast Community Bank *	Pensacola	FL
GulfSouth Private Bank *	Destin	FL
Gulfstream Business Bank	Stuart	FL
Hancock Bank	Gulfport	MS
Harbor Community Bank	Indiantown	FL
Heartland National Bank	Sebring	FL
Heritage Bank of North Florida *	Orange Park	FL
HeritageBank of the South	Albany	GA
Highlands Independent Bank *	Sebring	FL
IBERIABANK	Lafayette	LA
Interamerican Bank, F.S.B. 08/01/2012	Miami	FL
Intracoastal Bank	Palm Coast	FL
JGB Bank, N.A.	Miami	FL
JPMorgan Chase Bank, N.A.	Columbus	OH
Jefferson Bank of Florida	Oldsmar	FL
Lafayette State Bank	Mayo	FL
Landmark Bank, N.A.	Fort Lauderdale	FL
Madison County Community Bank	Madison	FL
Merchants & Southern Bank	Gainesville	FL
Nature Coast Bank	Hernando	FL
New Traditions National Bank	Orlando	FL

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QPD Name	City	State
NorthStar Bank	Tampa	FL
Ocean Bank 01/16/2013	Miami	FL
Oculina Bank	Fort Pierce	FL
Old Florida National Bank	Orlando	FL
One South Bank	Chipley	FL
OneUnited Bank *	Boston	MA
Orange Bank of Florida	Orlando	FL
PNC Bank, N.A.	Wilmington	DE
Pacific National Bank	Miami	FL
Paradise Bank	Boca Raton	FL
Patriot Bank *	Trinity	FL
Peoples Bank of Graceville	Graceville	FL
Peoples National Bank	Niceville	FL
Peoples State Bank *	Lake City	FL
PeoplesSouth Bank	Colquitt	GA
Perkins State Bank	Williston	FL
Platinum Bank	Brandon	FL
Preferred Community Bank *	Fort Myers	FL
Premier Bank *	Tallahassee	FL
Prime Meridian Bank	Tallahassee	FL
Prosperity Bank	St. Augustine	FL
Raymond James Bank, N.A.	St. Petersburg	FL
Regent Bank	Davie	FL
Regions Bank	Birmingham	AL
Reliance Bank, F.S.B. *	Fort Myers	FL

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QPD Name	City	State
Republic Bank	Port Richey	FL
Sabadell United Bank, N.A.	Miami	FL
Seacoast National Bank	Stuart	FL
Seaside National Bank & Trust	Orlando	FL
ServisFirst Bank	Birmingham	AL
Shamrock Bank of Florida	Naples	FL
Southeastern Bank	Darien	GA
Stonegate Bank	Fort Lauderdale	FL
Summit Bank, N.A.	Panama City	FL
SunTrust Bank	Atlanta	GA
Sunstate Bank	Miami	FL
Synovus Bank	Columbus	GA
TD Bank, N.A.	Wilmington	DE
The Bank of Tampa	Tampa	FL
The Jacksonville Bank *	Jacksonville	FL
The Northern Trust Company	Chicago	IL
TotalBank	Miami	FL
Trustmark National Bank	Jackson	MS
USAmeriBank	Clearwater	FL
United Bank	Atmore	AL
United Legacy Bank	Winter Park	FL
United Southern Bank	Umatilla	FL
Urban Trust Bank	Orlando	FL
Valley Bank *	Fort Lauderdale	FL
Wauchula State Bank	Wauchula	FL

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QPD Name	City	State
Wells Fargo Bank, N.A.	Sioux Falls	SD
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ATTACHMENT B

Escambia County Sheriff's Office

**OFFICE OF THE SHERIFF
ESCAMBIA COUNTY, FLORIDA
INVESTMENT POLICY INTERNAL CONTROLS**

These controls are designed to protect the Sheriff's Office funds and to insure proper accounting and reporting of securities transactions. The controls will include, but are not limited to, the following:

1. All securities purchased or sold will be transferred only under "delivery vs. payment" (d.v.p.) method to insure that funds or securities are not released until all criteria relating to the specific transaction are met.
2. The Chief Financial Officer is authorized to accept on behalf of and in the name of the Escambia County Sheriff's Office, bank trust receipts or confirmation as evidence of actual delivery of the obligation or securities in return for investment of funds.
3. Trust receipts or confirmations will fully describe the various obligations or securities held.
4. The receipt or confirmation will state that the investment is held in the name of the Escambia County Sheriff's Office.
5. Written documentation and/or confirmation of telephone transactions and/or wire transactions will be maintained.
6. There will be adequate separation of duties with clear delegation of authority among personnel handling investment functions.
7. Custodial safekeeping will be properly utilized.
8. Operational review and performance evaluation and reporting, interim and/or annual, will be completed by the Chief Financial Officer.
9. There will be an avoidance of bearer type securities.
10. There will be an avoidance of delivery type securities.
11. There will be specific limitations regarding securities losses and remedial actions will be taken as soon as possible should such losses occur.
12. A wire transfer agreement with the custodial bank outlining the various controls and security provisions for making and receiving wire transfers will be developed.
13. Prohibition of collusion will be developed into such controls.

INVESTMENTS

Escambia County Sheriff's Office

General Fund Interest Income

At 9/30/12 The Escambia County Sheriff's Office earned for the fiscal year the following:

INTEREST Earned on FYE 9/30/12

October 2011	\$	-
November 2011	\$	-
December 2011	\$	182.70
January 2012	\$	370.41
February 2012	\$	384.50
March 2012	\$	409.84
April 2012	\$	380.60
May 2012	\$	50.87
June 2012	\$	44.87
July 2012	\$	48.43
August 2012	\$	43.41
September 2012	\$	43.56
Total FYE 09/30/12	\$	1,959.19



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-3418

11. 5.

BCC Regular Meeting

Meeting Date: 11/01/2012

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 Regular Board Meeting held October 18, 2012;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 18, 2012; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held October 11, 2012.

Attachments

CR I-5

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD OCTOBER 18, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:00 a.m. – 10:03 a.m.)

Present: Commissioner Wilson B. Robertson, Chairman, District 1
Commissioner Grover C. Robinson IV, District 4
Commissioner Gene M. Valentino, Vice Chairman, District 2
Commissioner Kevin W. White, District 5
Commissioner Marie K. Young, District 3
Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller
Charles R. "Randy" Oliver, County Administrator
Alison Rogers, County Attorney
Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services
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., October 18, 2012, Regular Board Meeting was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, County Attorney Rogers, and Amy Lovoy, Director, Management and Budget Services Department, reviewed the agenda cover sheet;
 - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
 - C. County Administrator Oliver, Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, Joy D. Blackmon, Director, Public Works Department, and Amy Lovoy, Director, Management and Budget Services Department, reviewed the County Administrator's Report, and Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office, commented concerning Item II-20;
 - D. County Attorney Rogers reviewed the County Attorney's Report; and
 - E. Commissioner Robinson and Commissioner Valentino each reviewed his add-on item/s, and County Administrator Oliver commented concerning Commissioner Valentino's add-on item.

AGENDA WORK SESSION: OCTOBER 18, 2012

NAME

DEPARTMENT/AGENCY

1	Ernie Lee Magaha	Clerk of THE Court
2	PATTY SHELDON	Finance Administrator
3	Doris HARRIS	Deputy Clerk
4	Randy Oliver	COUNTY ADMINISTRATOR
5	Judy Wittestaeter	PROGRAM COORDINATOR
6	Wilson ROBERTSON	D1
7	Gene VALENTINO	D2
8	MAEIE YOUNG	D3
9	GROVER ROBINSON	D4
10	Kevin White	D5
11	Allison ROGERS	LEGAL
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NAME

DEPARTMENT/AGENCY

1	Chris Winn	IT
2	Shawn Fletcher	IT
3	Doug Fountain	IT
4	Carla Jones	Comm. Affairs
5	Brandi Ziglar	PIO
6	Cam Johnson	PIO
7	DON & LIZ BARBARA	CITIZENS
8	Jim Hawes	Sched Waste
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NAME

DEPARTMENT/AGENCY

1	Amy Lovoy	MBS
2	David Musselwhite	I.T.
3	Kathleen Castro	PIO
4	Claudia Simon	Quack
5	DAVID WISSEER	FACILITIES MGT
6	LARRY GOODWIN	PK
7	Wes Moreno	P/W
8	Mike Weaver	PS
9	Jeremy Morrison, Independent News	→
10	Russell D. Scarriff	SRPA
11	PHIL LEVINE	ME
12	Lia Bernau	Club + Controller
13	Dynn Rye	✓
14	Sasso Casey	SELF
15	Arden & Jim	Arden
16	Sandra Stacy	ENO Ent
17	Steve Littlejohn	" "
18	Marilyn Wesley	DA
19	WUDY (see)	Ecology + Environment
20	Charles Walker	
21	Pamela Alb	Extension Science
22	Randy WICKERSON	MEPB
23	WUDY KERR	DSD
24	Keith Wilkins	CTE
25	Rana Jacobs	300 Dits
26	Dianne Simpson	Co. Atty's Office
27	Dean Tucker	BCC-2
28	Jelena Braguel	B'cc- 01
29	Becky Azelton	BCC- D4
30	Nate Monroe	PAJ

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD OCTOBER 11, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:00 a.m. – 10:36 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
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

AGENDA NUMBER

1. Call to Order

Chairman Robertson called the Committee of the Whole (C/W) to order at 9:00 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 October 6, 2012, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule October 8-October 12, 2012, Legal No. 158685.*

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. New County Web Site

A. Board Discussion – The C/W viewed and discussed a live demonstration of the new County Web Site, facilitated by Kathleen Castro, Public Information Manager, and David Musselwhite, Director, Information Technology Department, and the C/W:

(1) Was advised by County Administrator Oliver that the County's webmaster, Clifton Molina, has worked with Ms. Castro and Mr. Musselwhite, as well as Kelly Cooke, Communications Coordinator, Public Information Office, to update the website, which will provide greater functionality; and

(2) Was advised by Ms. Castro that the *my escambia* website will launch today, immediately following the C/W Workshop; and

B. Board Direction – None.

4. Civic Center Branding Strategy

A. Board Discussion – The C/W viewed and discussed a web-based illustration concerning Civic Center Branding Strategy, which was also provided in hard copy, presented by Cyndee Pennington, General Manager for SMG at the Pensacola Civic Center, and Casey Sparks, Assistant General Manager and Director of Marketing; and

B. Board Direction – The C/W recommends that the Board approve renaming the "Pensacola Civic Center" the "Pensacola Bay Center" and approve a blue and green color scheme.

Recommended 5-0

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Consider Renaming of the Escambia County Governmental Complex

- A. Board Discussion – The C/W heard Commissioner Valentino read the following biographical information into the record concerning Renaming of the Escambia County Governmental Complex in honor of the Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, for 56 years of service:

The Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, was born in Jay, Florida, raised in what was referred to at the time as Mosquito Flats, in Century, and graduated from Century High School. He served in the Merchant Marines and graduated from Auburn University with a degree in Economics in 1950. He served as a State Auditor for the State of Florida for five years and resigned in 1956 to run for the Clerk of the Court of Record. At that time, he and his wife, Lucile, spearheaded a grass roots campaign and literally walked the County for a successful election in November 1956, when she was expecting her first child. He began office in January 1957, and was held to the position of Clerk since that time, 1957. His office was instrumental in the smooth transition of the court system in 1972 to a two-tier system, which we have in place today. In 1995 the Governor of our state asked Mr. Magaha to assume the additional responsibilities of the Comptroller's office formerly under the County. His service to Escambia County has focused on "doing the right thing," (*that*) was always his theme, and making business decisions in the best interest of the citizens of Escambia County; and

- B. Board Direction – The C/W recommends that the Board take the following action:
- (1) Approve renaming the Escambia County Governmental Complex in honor of the Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, in recognition of 56 years of service as the Clerk of the Court of Record and Clerk of the Circuit Court and Comptroller; and
 - (2) Approve waiving the requirement (*Section 1, D9.B, Naming County Facilities Policy*) so that this action can be taken prior to Mr. Magaha leaving office.

Recommended 5-0

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Community Rating System Annual Report

A. Board Discussion – The CW viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Community Rating System (CRS)*, presented by T. Lloyd Kerr, Director, and Juan Lemos, Senior Urban Planner and Flood Plain Manager, Development Services Department, and was advised by Mr. Lemos that the County has maintained its Class 6 rating, which equates to a 20% discount on flood insurance premiums for citizens in special flood hazard areas and 10% for those in non-special flood hazard areas; and

B. Board Direction – None.

ITEMS ADDED TO THE AGENDA – COMMISSIONER GENE M. VALENTINO

1. Escambia County – Direct Investment (FDI) Aerospace Strategy Fund

A. Board Discussion – The CW discussed Commissioner Valentino's request for a (*Foreign*) Direct Investment (FDI) Aerospace Strategy Fund, which is a two-year commitment, totaling \$150,000 in special funding, from the Economic Development Fund, which will not be comingled with any existing agreements with the Greater Pensacola Chamber of Commerce, in an effort to position Escambia County as a preferred location for both foreign direct investment and U.S.-based expansion related to the aerospace and defense target industry cluster, and the CW:

(1) Heard the request from Commissioner White that the funds be taken from the \$1,266,902 previously placed in reserves (*at the September 25, 2012, Second Public Hearing on the Fiscal Year 2012-2013 Budget, the Board approved placing all of the money [85% of the difference in the preliminary and final certification amount for Medicaid, totaling \$3,800,705, divided into five Fiscal Years] into reserves*);

(2) Was advised by Commissioner Valentino that the funds will be used for dining, tours, and business meetings for an anticipated seven to ten delegations during the next 12 to 24 months (*concerning the possible location of Airbus International to the Gulf Coast region*); and

(Continued on Page 5)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

ITEMS ADDED TO THE AGENDA – COMMISSIONER VALENTINO – Continued

1. Continued...

- B. Board Direction – The C/W recommends that the Board approve a two-year commitment, in the amount of \$150,000, from the \$1,266,902 previously placed in reserves *(at the September 25, 2012, Second Public Hearing on the Fiscal Year 2012-2013 Budget, the Board approved placing all of the money [85% of the difference in the preliminary and final certification amount for Medicaid, totaling \$3,800,705, divided into five Fiscal Years] into reserves)*, for an FDI Aerospace Strategy Fund, as a separate funding allocation that will not be comingled with any existing agreements with the Greater Pensacola Chamber of Commerce.

Recommended 4-1, with Commissioner Robinson voting "no"

ITEMS ADDED TO THE AGENDA – COMMISSIONER KEVIN W. WHITE

1. County Administrator's Annual Evaluation

- A. Board Discussion – The C/W heard the request from Commissioner White that the Board reserve its right to have a vote to terminate the County Administrator's contract following the public evaluation at the October 18, 2012, Regular Board Meeting; and
- B. Board Direction – The C/W recommends that the Board approve, for the purpose of providing the due notice required by Chapter 125.73, Florida Statutes, reserving the right for the Board to have a vote of termination of the County Administrator's Contract following the public evaluation on October 18, 2012, if the majority of the Board chooses to go in that direction on October 18, 2012.

Recommended 3-2, with Commissioner Robinson and Commissioner Young voting "no"

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

ITEMS ADDED TO THE AGENDA – COMMISSIONER GROVER C. ROBINSON IV

1. Discussion Concerning Library Funding/Natural Gas Service/Mass Transit Funding

A. Board Discussion – The C/W heard the request from Commissioner Robinson that the Board direct the County Administrator to schedule a *(Joint)* Meeting with the Mayor and the Pensacola City Council to discuss funding for the Library System and direct the County Attorney to come back to the Board with a recommendation concerning an amendment to the existing Interlocal Agreement with the City, and the C/W:

- (1) Was advised by Commissioner Robertson that, approximately five years ago, the City also withdrew funding for mass transit, and heard his suggestion that, if the debate concerning the Library is not settled, the Board revisit mass transit funding;
- (2) Was advised by Commissioner Robinson that the \$165,000 reduction could be "totally cured" by implementing a \$5 annual library card fee and, further, that the 2014 ballot could include a *(referendum)* question for the voters relative to whether or not they would support a Municipal Services Taxing Unit to fund the library system;
- (3) Was advised by Commissioner Valentino that the City has also threatened to sue the County for trying to protect the City's right to deliver natural gas Countywide *(at its Regular Board Meeting held March 15, 2012, the Board adopted Ordinance Number 2012-7, granting the City of Gulf Breeze a non-exclusive franchise to construct, maintain, and operate a natural gas distribution system on the portion of Santa Rosa Island located in Escambia County [until such time that ESP (Energy Services of Pensacola)] can provide the services for Pensacola Beach, on the condition that the City of Gulf Breeze will purchase the gas for Pensacola Beach from ESP);*
- (4) Was advised by Commissioner White that the gas service for the Molino Community Complex is provided by Okaloosa Gas because the City of Pensacola refused to provide the service, even though the building is located in the City's franchise area; and

(Continued on Page 7)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

ITEMS ADDED TO THE AGENDA – COMMISSIONER ROBINSON – Continued

1. Continued...

A. Continued...

- (5) Heard the suggestion from Commissioner Robertson that the funding that was previously provided by the City of Pensacola for the mass transit system should be totaled for the years since the City withdrew its funding and deducted from the County's funding for the Library System, and the City should be billed for the difference; and

B. Board Direction – None.

AGENDA NUMBER – Continued

7. Adjourn

Chairman Robertson declared the C/W Workshop adjourned at 10:36 a.m.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3414 **Growth Management Report** 11. 1.

BCC Regular Meeting

Meeting Date: 11/01/2012

Issue: Review of Rezoning Cases Heard by the Planning Board October 8, 2012

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on October 8, 2012

That the Board take the following action concerning the rezoning cases heard by the Planning Board on October 8, 2012:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2012-22, Z-2012-23, Z-2012-24 and Z-2012-25 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-2012-22

Address: 1610 N "Q" Street

Property Reference No.: 17-2S-30-1300-002-007

Property Size: 1.41(+/-) acres

From: R-2 Single-Family District (Cumulative), Low-Medium Density/
R-3 One-Family and Two-Family District, (Cumulative) Medium
Density

To: R-5 Urban Residential/Limited Office District, (Cumulative) High
Density

FLU Category: MU-U, Mixed-Use Urban

Commissioner District: 3

Requested by: Jimmie L. Black, Jr., Agent for New Birth Baptist Church
of Pensacola

Planning Board Approval

Recommendation:

Speakers: Jimmie L. Black, Jr., Pastor Floyd Peacock, Maurice Willis

2. Case No.: Z-2012-23

Address: 1926 Creighton Road

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
Planning Board Approval
Recommendation:
Speakers: Michael Russo, Agent

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 (one unit per five acres)
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 T. Brown and L. Kathleen Horton-Brown
Planning Board Approval
Recommendation:
Speakers: Wiley C. "Buddy" Page

4. Case No.: Z-2012-25

Address: 617 N. 70th Ave. and 7008 W. Jackson St.
Property Reference No.: 11-2S-31-5410-001-001;11-2S-31-5410-000-000
Property Size: 53 (+/-) acres
From: R-2, Single-Family District (Cumulative), Low-Medium Density
To: C-2NA, 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
Planning Board Denial
Recommendation:
Speakers: Freddy Powell, Nancy Clark, Keith Clark

BACKGROUND:

The above cases were owner initiated and heard at the October 8, 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:

No additional personnel are required.

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-2012-22

Z-2012-23

Z-2012-24

Z-2012-25

Z-2012-22

REZONING HEARINGS - OCTOBER 8, 2012

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1 (The motion passed unanimously.)
 2 MR. BRISKE: The rezoning hearing package with
 3 the staff's findings and the legal advertisement
 4 will be marked and included in the record as
 5 Composite Exhibit A for all of today's cases.
 6 (Exhibit A, Staff's Findings and Legal
 7 Advertisement, was identified and admitted.)
 8 MR. BRISKE: We have four cases to be heard
 9 today. We'll go directly into our first case. I
 08:38 10 will remind everyone that these proceedings are
 11 being recorded by a court reporter, so please come
 12 to the microphone and speak clearly. We can only
 13 have one person speaking at a time because she is
 14 recording verbatim what is being said, so just
 15 please remember those rules. We do have a
 16 three-minute limitation on public speaking. We will
 17 hear what you have to say, but we have to limit it
 18 because sometimes we have an overwhelming amount of
 19 people that want to speak, so we do have a timer for
 08:38 20 the public comment portion of the meeting.
 21 (Transcript continues on Page 10.)
 22 * * *
 23
 24
 25
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1 * * *
 2 CASE NO: Z-2012-22
 Location: 1610 N "Q" Street
 3 From: R-2, Single Family District (cumulative)
 Low-Medium Density
 4 To: R-5, Urban Residential/Limited Office
 District, (cumulative) High Density
 5 Requested by: Jimmie Black, Agent for New Birth Baptist
 Church of Pensacola
 6
 7 MR. BRISKE: Our first rezoning request today
 8 is requested by Jimmie Black, who is the agent for
 9 the New Birth Baptist Church of Pensacola on North
 08:38 10 "Q" Street. This is a request from R-2, Single
 11 Family District, low medium density, to an R-5,
 12 Urban Residential/Limited Office District.
 13 Members of the Planning Board, I will ask if
 14 there's been any ex parte communication between you,
 15 the Applicant, the Applicant's agents, attorneys,
 16 witnesses, any other fellow Planning Board members
 17 or anyone from the general public prior to this
 18 hearing. When you respond, I will also ask if you
 19 have visited the subject property and also disclose
 08:39 20 if you are a relative or business associate of any
 21 of the parties involved. Well start down at the far
 22 end. Good morning, Ms. Oram.
 23 MS. ORAM: Good morning. No.
 24 MS. HIGHTOWER: No, to all the above.
 25 MR. GOODLOE: No, except for the fact that I
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1 have visited the site.
 2 MR. WOODWARD: No to everything.
 3 MR. BRISKE: The Chairman, no to all the
 4 above.
 5 MR. TATE: No, but I am familiar with the site.
 6 MS. DAVIS: No to all the above.
 7 MR. WINGATE: I've had no personal contact, but
 8 I have visited the site.
 9 MS. SINDEL: No to the above other than the
 08:40 10 fact I visited the site.
 11 MR. BRISKE: Thank you.
 12 Staff, was a notice of the hearing sent to all
 13 interested parties?
 14 MR. HOLMER: Yes, sir, it was.
 15 MR. BRISKE: Was that notice of the hearing
 16 also posted on the subject property?
 17 MR. HOLMER: It was.
 18 MR. BRISKE: As long as there are no
 19 objections by Mr. Black, the staff will now present
 08:40 20 the maps and the photographs.
 21 (Presentation of Maps and Photographs.)
 22 MR. HOLMER: This is Rezoning Case Z-2012-22.
 23 This is going from R-2, Single-Family, to R-5, Urban
 24 Residential/Limited Office.
 25 This is our location map. On the map there you
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1 can see the proximity to the City of Pensacola.
 2 It's right there just to the west of Pace. This is
 3 an aerial map of the site. This is our Future Land
 4 Use Map showing the Future Land Use as Mixed Use
 5 Urban. This is our existing land use map. And
 6 here's the 500-foot radius map showing the zoning as
 7 R-2 and R-3 of the total parcel and you can see C-2
 8 just to the east.
 9 Here's our public hearing sign. This is
 08:41 10 looking northeast into the subject parcel. This is
 11 looking east at that parcel. This is southeast of
 12 the parcel. Bear in mind this parcel fronts three
 13 different streets. That's why it may be a little
 14 confusing on the maps. Looking south on North "Q"
 15 Street. Looking northwest along North "Q" Street.
 16 Looking east along West Moreno Street and looking
 17 west along West Moreno. Looking southeast along
 18 North "P". Looking south along North "P". Here's
 19 our mailing list showing the area that the notices
 08:42 20 were sent to.
 21 MR. BRISKE: Thank you.
 22 Mr. Jimmie Black, if you will, please come
 23 forward, sir. Good morning, sir. If you will step
 24 forward, our reporter will swear you in, please.
 25 (Jimmie Black sworn.)
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1 MR. BRISKE: Thank you, sir, please state your
 2 full name and address for the record.
 3 MR. BLACK: Jimmie F. Black, Junior. I live at
 4 704 East Lee Street, Pensacola, Florida.
 5 MR. BRISKE: Thank you, sir. Have you
 6 received a copy of the rezoning hearing package with
 7 the staff's Findings-of-Fact?
 8 MR. BLACK: I can't recall receiving it. I
 9 remember turning something in.
 08:43 10 MR. BRISKE: Okay. Staff members, has this
 11 Applicant been given a copy of the findings?
 12 MR. HOLMER: I believe the way it works is it's
 13 E-mailed to everyone. Once those findings are done,
 14 the packet is published and an E-mail is sent to
 15 everyone letting them know their case is ready to be
 16 reviewed.
 17 Did you get an E-mail from Ms. Cain?
 18 MR. BLACK: Yes, I did.
 19 MR. HOLMER: To go on the Website and look at
 08:44 20 the meeting?
 21 MR. BLACK: Yes.
 22 MR. HOLMER: That's what that was.
 23 MR. BRISKE: Okay. I know there's a lot of
 24 technicalities and we'll try to make sure that we
 25 explain to you exactly how we work through it here.
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1 Basically, you'll have the burden of proving your
 2 case to the Board. The staff comes up with a set of
 3 findings which they will also present during the
 4 hearing, but you have an opportunity to go first and
 5 then we'll hear from them. You will have an
 6 opportunity to add to your presentation or ask
 7 questions after that.
 8 I'll start by asking do you understand that you
 9 have the burden of providing substantial competent
 08:44 10 evidence that the proposed rezoning is consistent
 11 with the Comprehensive Plan, furthers the goals,
 12 objectives and policies of the Comprehensive Plan,
 13 and is not in conflict with any portion of the
 14 County's Land Development Code?
 15 MR. BLACK: Yes.
 16 MR. BRISKE: Thank you, sir. You may proceed.
 17 MR. BLACK: At this time I would like to yield
 18 the podium to my pastor, Reverend Floyd Peacock.
 19 MR. BRISKE: Are you going to be calling him as
 08:45 20 a witness?
 21 MR. BLACK: Yes.
 22 MR. BRISKE: Mr. Peacock, if you will come
 23 forward, please, sir. Good morning, sir. We will
 24 have you sworn in, as well.
 25 (Floyd Peacock sworn.)
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1 MR. BRISKE: Please state your full name and
 2 address for the record.
 3 MR. PEACOCK: Pastor Floyd Peacock, 1610 North
 4 "Q" -- 1952 Gary Circle, Pensacola, Florida.
 5 MR. BRISKE: Thank you, sir. Please proceed.
 6 MR. PEACOCK: Yes. What we're trying to do in
 7 the area, we have been there 27 years, and we now
 8 are limited to our ministries. There are some
 9 things that we're trying to do that we can't do
 08:46 10 because of the zoning, so that's the reason we're
 11 trying to get the rezoning so that we can move
 12 forward with our ministries.
 13 MR. BRISKE: Again, as I explained to
 14 Mr. Black, the items that are on the screen up
 15 there, the six criteria, are the areas where it's
 16 the Applicant's burden to provide evidence in these
 17 areas. Did you want to go through each one of these
 18 or do you want to wait and hear what the staff's
 19 presentation is first?
 08:46 20 MR. PEACOCK: Let me hear the staff's findings
 21 and all and then we'll come back and present our
 22 case.
 23 MR. BRISKE: Any questions for Mr. Peacock at
 24 this time? Sir, if you will just have a seat in the
 25 front there and then we'll let them go forward with
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1 their presentation.
 2 (Presentation by Andrew Holmer.)
 3 MR. HOLMER: Yes, sir.
 4 MR. BRISKE: State your name again for the
 5 record and your position, please.
 6 MR. HOLMER: Andrew Holmer, Senior Planner.
 7 I'm going to jump right to the first criterion,
 8 consistency with the Comprehensive Plan. The
 9 proposed amendment is consistent with the intent of
 08:47 10 Comprehensive Plan Policy FLU 1.5.3, as it does
 11 promote the efficient use of the existing public
 12 roads, utilities and service infrastructure, and to
 13 maximize the use development densities within the
 14 FLU category. The proposed amendment is listed as a
 15 permitted use under the FLU Mixed Use Urban. The
 16 proposed amendment to R-5 is consistent with the
 17 intent and purpose of the Future Land Use category
 18 Mixed Use Urban as stated in Comprehensive Plan
 19 Policy FLU 1.3.1.
 08:47 20 Criterion (2), whether the proposed amendment
 21 is in conflict with any portion of the code and is
 22 consistent with the stated purpose and intent of
 23 this code.
 24 Findings for that second criterion: The
 25 proposed amendment is not compatible with the Land
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1 Development Code LDC 2.08.02.D.7.b, due to the fact
 2 that it constitutes spot zonings. Buffering
 3 requirements will apply as stated in LDC 7.01.
 4 Further review during the site plan review process
 5 will be needed to ensure that buffering requirements
 6 and other performance standards have been met should
 7 this amendment to R-5 be granted.
 8 The parcel is designated as part of the
 9 Brownsville Community Redevelopment Area.
 08:48 10 Compliance with the Brownsville Redevelopment Plan
 11 will be addressed by CRA staff.
 12 Criterion (3). Whether and the extent to which
 13 the proposed amendment is compatible with existing
 14 and proposed uses in the surrounding area.
 15 Findings: The proposed amendment is not compatible
 16 with surrounding and existing uses in the area.
 17 Within a 500-foot radius impact area, staff observed
 18 properties with zoning districts, R-2, R-3, and C-2.
 19 There are three church properties and nine
 08:49 20 commercial properties, 12 vacant and 69 residential
 21 properties. The majority of the surrounding uses
 22 within the 500-foot area are residential in nature.
 23 Criterion (4), changed conditions. Staff found
 24 no changed conditions that would impact the
 25 amendment or properties. For informational
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1 purposes, staff found Case V-2001-22 at the subject
 2 property for a variance of seven feet to the
 3 required 20-foot front yard setback to allow a
 4 13-foot front yard setback for an addition to the
 5 existing church. That was approved on July 11,
 6 2001.
 7 Criterion (5), effect on the natural
 8 environment. According to the National Wetland
 9 Inventory, wetlands and hydric soils are not
 08:50 10 indicated on the subject property. When applicable,
 11 further review during the site plan review process
 12 will be necessary to determine if there would be any
 13 significant adverse impact on the natural
 14 environment.
 15 Criterion (6), development patterns. The
 16 proposed amendment would not result in a logical and
 17 orderly development pattern. The permitted uses of
 18 the R-5 zoning district are not of a compatible
 19 intensity in the surrounding uses and the property
 08:50 20 and would be spot zoning. That's it.
 21 MR. BRISKE: Board members, any questions for
 22 staff?
 23 MR. TATE: I have a question. I may have
 24 missed it in both what you said and I was reading,
 25 but is the acreage indicated on the subject site?
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1 MR. HOLMER: I don't see it on there. I can
 2 find out.
 3 MR. BRISKE: While they're looking for that,
 4 any other questions for staff?
 5 Mr. Wingate.
 6 MR. WINGATE: Mr. Briske, as I recall back in
 7 the past that in reviewing the site and from past
 8 experiences that have come before the Board that in
 9 most cases or in all cases between the R-1 and the
 08:51 10 C-2 that a church was allowed to be in any of those
 11 districts and that they didn't -- it wasn't really
 12 classified as a spot zoning. Many churches before
 13 zoning and after zoning have been existing for many
 14 years and in looking at this parcel it seems like
 15 the co-parcel is contiguous. It just was maybe the
 16 neighborhood was acquired, CRA came in, you know,
 17 kind of changed Brownsville. But sometimes when a
 18 church is there, the church has got to have
 19 breathing room to expand and I think the code did
 08:52 20 allow for breathing room to expand.
 21 So what we're saying here is that he won't be
 22 allowed to expand his ministries of the church even
 23 though in the past before CRA churches was allowed,
 24 any property that they encompassed, that they could
 25 expand. So this is like we're denying him an
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1 opportunity to expand because of the character of
 2 the neighborhood that it's trying to improve. In
 3 most neighborhoods where there are religious
 4 ministries and day cares and schools, the
 5 neighborhood always kind of takes the burden off law
 6 enforcement and it kind of makes the character of
 7 living in that area close to the church better.
 8 MR. HOLMER: I may be able to offer you some
 9 clarification on that. Our zoning, we do not zone
 08:53 10 out churches. The Religious Land Use and
 11 Institutionalized Persons Act prohibits that. We
 12 have in our code a places of worship are allowed in
 13 any of those zoning districts as a conditional use.
 14 Usually when cases will come forward for
 15 churches expanding and they are in one of those
 16 residential areas where it's a conditional use, it's
 17 addressed as an expansion of that church's mission.
 18 In this case what's proposed does not fall under the
 19 conditional use. They're proposing a, shall I say,
 08:54 20 for-profit entity here that would not fall under a
 21 direct church's mission. That's why they've come
 22 through as a rezoning.
 23 MR. KERR: Excuse me, Mr. Chairman.
 24 MR. BRISKE: State your name and position,
 25 please.
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1 MR. KERR: Lloyd Kerr, Director of Development
 2 Services. If I may, the comments that Mr. Holmer
 3 just made were in response to what the Applicant
 4 indicated to staff, so it is a little bit different.
 5 Typically, if there's a nursery that's provided in
 6 the church as a part of their ministries, that would
 7 be considered as part of the church's normal and
 8 customary things that they would do. However, in
 9 this case it was stated that this would be open to
 08:55 10 any and everybody and that it would be run as -- or
 11 operated as a business as opposed to being a
 12 ministry. That's my understanding.
 13 MR. TATE: I would submit that most nurseries
 14 at most churches are run the same way whether within
 15 the four walls of the church or in a separate
 16 building. I'm just stating that as my opinion.
 17 Were you able to find out the acreage?
 18 MR. HOLMER: 1.41. The church has multiple
 19 parcels. They recently combined them all for this
 08:55 20 purpose.
 21 MR. WINGATE: But as I was reviewing the
 22 discussion, and I haven't talked to anyone related
 23 to the church at all, but as you drive by with the
 24 perception if you were a member of that church and
 25 they have a learning center next door, it's named
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1 after the church, and as you look at the record it
 2 shows that all the property is coming to be one
 3 parcel and is being contiguous. So I would say, my
 4 understanding and interpretation was maybe it wasn't
 5 clear on the power of expansion of the church or
 6 being that you can't have a day care in the church
 7 in the same building, you know, like seven days a
 8 week because the service may only be one or two
 9 nights or two days a week. So I was saying that
 08:56 10 being a critical care type neighborhood and it's
 11 been there a long time, I can see that it looks like
 12 all of this should as one instead of two or three
 13 separate parcels. I don't know if that was brought
 14 into that. That's just what I see.
 15 MR. HOLMER: Maybe we'll get some clarification
 16 attention from the Applicant.
 17 MR. BRISKE: Do we want to do the presentation
 18 from the CRA representative at this point? Good
 19 morning, David. Please be sworn in and then state
 08:57 20 your name and position.
 21 (David Forte sworn.)
 22 MR. FORTE: David Forte, CRA Project Manager.
 23 To start off, this is one of those situations that
 24 you can look at it from a technical side and an
 25 emotional side. I feel for the Applicant. I feel
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1 that this, hopefully, could have been taken care of
 2 or should have been taken care of prior to getting
 3 to the point where they ask for a rezoning. They're
 4 asking for a rezoning to R-5 when ultimately it's a
 5 church. It's been a church for long time. It's
 6 ideally placed for where we would want churches to
 7 be. I think the code with the LDC rewrite that's
 8 going on right now maybe it's something we can look
 9 into as to this would be like an accessory use for a
 08:58 10 church.
 11 We feel like the emotional side is what is
 12 getting everybody. However, from a practical and a
 13 technical standpoint, I'll get back to Mr. Wingate
 14 in a second. We submitted our rezoning memo. I
 15 would like to read off this. I'll summarize it real
 16 quick for you.
 17 In the Brownsville Redevelopment Plan adopted
 18 in September 1997 -- and we are currently under --
 19 updating our redevelopment plan -- there is only one
 08:58 20 large pocket of R-5 residential zoning located in
 21 the northwest corner of the redevelopment area which
 22 allows for a mix of urban and residential uses and
 23 compatible professional office development.
 24 The Brownsville Redevelopment Plan also states
 25 on page 30 that in general rezonings are contrary to
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1 that plan except in truly unique situations as may
 2 be further defined in future proposed changes to the
 3 LDC. It further states on page 39, as well, that no
 4 rezoning is recommended except in truly unique
 5 circumstances.
 6 I don't want to read it all. A rezoning to R-5
 7 would allow professional offices included but not
 8 limited to architects, engineers, lawyers, and
 9 whatnot and could potentially allow through
 08:59 10 conditional use approval for hospitals, clinics,
 11 except animal hospitals and veterinary uses,
 12 enclosed animal hospitals, veterinary clinics,
 13 private clubs and lodges. However, the proposed use
 14 of the site would most likely not cause a negative
 15 impact to the surrounding residential or commercial
 16 uses within the vicinity. However, upon completion
 17 of the LDC revisions, as I said earlier, the
 18 proposed zoning may be allowed for -- the proposed
 19 zoning may allow for the proposed accessory use or
 09:00 20 there may be other avenues for the Applicant to
 21 pursue.
 22 After reviewing the application, the CRA
 23 respectfully requests denial of the application as
 24 the proposed rezoning would constitute spot zoning
 25 and also the request doesn't appear to be a truly
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25

1 unique circumstance.
 2 As for Mr. Wingate, I believe you might be a
 3 little misguided on the way the CRA works. The CRA
 4 does not dictate what can or cannot come in. This
 5 is a church and they're asking for -- I believe it's
 6 a lifestyle center; is that correct? That may be a
 7 question for the Applicant.

8 MR. WOODWARD: What is a lifestyle center?

9 MR. TATE: Life center.

09:00 10 MR. BRISKE: Hold on just a minute. Sir, come
 11 back up. This is Pastor Floyd Peacock.

12 MR. PEACOCK: A life center consists of a
 13 gymnasium, various uses for the community, as well
 14 as for our church.

15 MR. TATE: Would it be like the place out on
 16 Detroit when you head out on Detroit on the
 17 right-hand side as you're heading west before you
 18 get to Red Wing? Is anyone familiar with that area?
 19 What's the name of the church? I'm asking for the
 09:01 20 Board.

21 MS. SINDEL: It would also -- I hate to jump
 22 in. A lot of people might be familiar with Olive
 23 Baptist on North Davis and they have, you know, a
 24 large permanent church and they have a very large
 25 life center and they do all types of sports and it

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1 is not just for the congregation. They do a
 2 cheerleading clinic. But it's a very critical
 3 important part of the community.

4 MR. BRISKE: State your name.

5 MR. JONES: Horace Jones, Planning and Zoning.
 6 We have been working with Mr. Peacock on this quite
 7 a while in trying to provide him the best type of
 8 directions given the information that was given to
 9 us. And he stated about a life center. And

09:02 10 directly to your question, I believe the future goal
 11 is to go to that extreme like on Olive and Hillview
 12 and Detroit. That is a life center, but it impacts
 13 not only the neighborhood, but the entire Pensacola
 14 region. Not only the church can attend but it's for
 15 the whole -- Olive Baptist is for everybody that
 16 wants to come there. So it's -- the other places
 17 and other jurisdictions and other counties they have
 18 zoning for mega churches. He's not going to that
 19 extreme what we call Olive Baptist, like a mega

09:03 20 church with all of those other types and Olive
 21 Baptist had to go through the rezoning process in
 22 order for us to accommodate them to meet their uses.
 23 So Olive Baptist had to get all theirs rezoned to
 24 C-1 and C-2. I believe, Mr. Wingate -- Mr. Peacock,
 25 he can correct me if I'm wrong, in speaking with him

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1 that is the step to what he wants to go to, not just
 2 impacting his neighborhood and the church only, but
 3 for the entire Pensacola area where everyone can
 4 come for various uses. A small scale -- like a
 5 small scale Olive Baptist type of facility, but it's
 6 not going to be that large. That is his futuristic
 7 goals.

8 MR. TATE: I'm trying to get through that's the
 9 great commission, it's the role of the church.

09:03 10 MR. JONES: It is. It is. However, we do
 11 understand this. Y'all know we have to make sure
 12 that the neighborhood is not impacted and that's the
 13 purpose of whether -- our code just doesn't advance
 14 that cause yet. But dealing with the current
 15 recommendation of the current language of the LDC,
 16 that's why as the Planning Board y'all have that
 17 decision, the power to make those changes.

18 MR. TATE: Mr. Chairman, I have a question for
 19 staff. I don't know if it's appropriate yet where
 09:04 20 we're at.

21 MR. BRISKE: Mr. Woodward first and then we
 22 will come back to you.

23 MR. WOODWARD: I want an estimation on why it
 24 is deemed to be spot zoning. I mean, it's an
 25 addition to the church or campus or whatever you

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1 want to call it. Why is it spot zoning?

2 MR. TATE: Can I add to that question? We've
 3 recently had at least two rezonings that were larger
 4 rezonings than just a parcel with a house on it.
 5 Both of them by staff were not considered rezoning
 6 and my understanding, and it may be a wrong
 7 understanding, was it had to do with footprint or
 8 acreage. Well, it's not spot zoning because it's
 9 this size, it's three acres. I'm asking in line
 09:05 10 with Mr. Woodward's question.

11 MR. KERR: Mr. Tate, I don't recall those.

12 MR. TATE: I understand that.

13 MR. KERR: I'm drawing a blank on those. The
 14 answer for Mr. Woodward's question the reason it's
 15 considered spot zoning is because of the fact that
 16 all of the surrounding zoning, with the exception of
 17 the C-2 zoning, is all strictly residential. The
 18 R-5 zonings grant a development right to this
 19 property that the other properties that are
 09:05 20 similarly situated there would not enjoy.

21 But the other thing I think is key to this
 22 particular petition is the information that staff
 23 was given. And the indication we had from the
 24 Applicant was that this would -- it would be
 25 situated on the church property, but it's a separate

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1 entity. Because of that it was determined that the
2 best advice to give him was to seek a rezoning which
3 would allow for a day care, which is what we
4 understand that the property was going to be used
5 for or at least a portion of it was for a day care.
6 Again, it was separate. Our understanding was,
7 based on what we were told, that it was a separate
8 entity from the church and that it was not a part
9 of -- exactly a part of their ministry. Had we been
10 told otherwise, we would not have advised them to
11 come to a rezoning, that it wasn't necessary.

09:06

12 MR. TATE: I believe based on what we're seeing
13 behind you, that we may have some --

14 MR. KERR: Difference of opinion. I'd like the
15 staff to speak to that.

16 MR. BRISKE: Mr. Tate then Mr. Woodward has
17 another question. Mr. Peacock, we'll give you
18 another opportunity. Let him give his question and
19 I'll give you an opportunity to cross-examine him
20 and ask all your questions.

09:07

21 MR. TATE: As we get deeper and deeper into
22 rezonings we come across issues regarding actual
23 land use, things like that, residential areas zoned
24 R-5 and R-6 that when the process is done, the
25 neighborhood is developed, it really is an R-1 or
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1 residential. Likewise, the converse is true.
2 There's a significant amount of residential there
3 that is in the commercial zoning.
4 MR. TATE: In the C-2, which is part of our
5 problem, it's like we've got the opposite problem of
6 what we typically have. We have a neighborhood that
7 probably really is an R-5 neighborhood and we're
8 struggling with what the church wants to do, which I
9 just personally don't want to get into that as a
10 board.

09:09

11 MR. BRISKE: Mr. Woodward.

12 MR. WOODWARD: You said a separate entity.
13 Does that mean they're going to incorporate this as
14 a separate corporation or does it -- I mean, they're
15 an incorporated church. That's a little unusual
16 sometime in some of these neighborhoods. Are they
17 going to go out and organize a new corporation to
18 build this building or is it simply a function of
19 what they're already doing and I think the pastor is
20 probably better --

09:09

21 MR. JONES: Yes, Mr. Peacock would have to. In
22 these things, when we're looking -- like I said,
23 we've been looking at this for quite a while. It's
24 just based upon the information that was related to
25 us. Now, he can address those questions about the
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1 R-2, maybe R-3 if we stretch it. I'm looking at the
2 footprint of where we're at here in this
3 neighborhood. I mean, could we really get 69
4 residential homes? I'm just looking from even the
5 residential perspective, could we really get that
6 many houses in an R-2, a traditional R-2 lot sized
7 neighborhood?

8 MR. KERR: Probably not.

9 MR. TATE: Probably not. This is where I
10 struggle. I would submit that this probably
11 technically meets the definition of R-5 based on
12 what's on the ground, lot size, built-out. It's
13 built out. We're not dealing with, you know,
14 something way up in the north end of the County
15 where we've broken ground in a cow pasture. This is
16 a built-out neighborhood, lots developed, designed.
17 Of course, we're stuck with this is already an R-2,
18 but it really is operating as an R-5. Even the
19 commercial uses that are -- let me rephrase that. I
20 don't know what the commercial uses are, but those
21 commercial properties that are operating on what
22 appears to be R-2 lots, as well. Is that correct?

09:08

09:08

23 MR. KERR: Well, some of the commercial -- you
24 have a mix there. Some of the commercial is in a
25 commercial zone and some of the commercial is
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1 corporations.
2 MR. WOODWARD: There's another half to that
3 question. Horace? There's another half to that
4 question. Within this existing land use circle
5 there are two other churches. What do the other two
6 churches do with their land? Y'all did look at
7 this, didn't you? The southwest has got what looks
8 like a church on a huge piece of property and then
9 right across the street it says there's another
10 church. I know we have enough churches in this town
11 that you have to be a member of two to give to four,
12 but, you know, it looks like a well church
13 neighborhood and something else that a church is
14 doing only benefits.

09:10

09:11

15 MR. HOLMER: We get involved when -- there's
16 lots of these areas, correct, there's lots of areas
17 that have churches in them. Lots of those are in
18 residential areas throughout the County. The County
19 gets involved, however, when someone is expanding
20 that use or modifying it in some way. If they've
21 been preexisting, I don't want to use the term
22 grandfathered in, but if they were a preexisting
23 nonconforming use as in they were not an allowed
24 outright use in that zoning, of course, they can
25 stay, but upon the point where they begin to expand
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1 that facility, that's when the County gets involved.
 2 Like I said, normally these expansions are handled
 3 under the conditional use process. Based on the
 4 information that staff was given is why we went in
 5 this direction.
 6 MR. BRISKE: Mr. Peacock has been very patient.
 7 Come forward, sir. I know you want to answer a few
 8 of these questions and then, obviously, we have
 9 several issues that the staff has found not
 10 compatible and as you know that was your burden to
 11 convince the Board here why you would seek that. Go
 12 ahead, sir.

09:12

13 MR. PEACOCK: We have -- like I stated, we've
 14 been in the area 27 years and when we went there it
 15 was drug infested, so we were working trying to get
 16 the drugs out, so what we did was in order to get
 17 those drugs out we started buying the facilities
 18 that they were using for drug houses. So after
 19 getting all of the drugs out -- as you know, Blount
 20 Street was named the Blount Street Gang and there
 21 was times you couldn't go through Blount Street
 22 because of the drugs. Well, now there's no drugs
 23 there. It is drug free. You can go through there
 24 any time you wish and feel comfortable.

09:12

25 So in doing that we bought all of these houses
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1 so these houses are just sitting there so we wanted
 2 to use them for various ministries. We want to use
 3 a battered women home on "P" Street. There's a
 4 house sitting there vacant, a good home. To tear it
 5 down would be ridiculous.

6 As I explained it to the County that if I'm
 7 standing on "P" Street, which is C-2 zoning, and
 8 step across "P" Street is an R-6 zoning. I said,
 9 then, well, you know, they were saying that they had
 10 no -- they couldn't verify us having that zoning.
 11 We're right next to it and all our property runs
 12 right up Blount Street, which is why a church
 13 sitting across the street on R-6, and you step
 14 across on our property and it's R-2. So we were
 15 limited to what we could do because we even applied
 16 for a conditional use.

09:13

17 MR. BRISKE: Please bring up the zoning map.
 18 I want to show what you're talking about.

19 MR. PEACOCK: We wanted to do a day care. We
 20 tried to do the day care in the church. We were
 21 only limited to like six students. Well, what could
 22 you do with six students on a conditional use, I
 23 mean, if you go get a conditional use? We never
 24 said we was going to do it off the property. We
 25 were going to do a new entity. We were just trying
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09:14

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1 to do a day care in one of the houses that we had.
 2 Right next to that house we have a computer lab
 3 which is open to the community. We have computers
 4 in there, set up with eight computer, that the
 5 community can come in, fill out an application, do
 6 whatever they want to do. As far as the community,
 7 our goal, our aim is to better the community.
 8 That's what we're trying to do and in order to do
 9 that we couldn't do it because every time we applied
 10 we couldn't get what we needed, so the next step was
 11 a zoning. That's why we're trying the R zoning. We
 12 were told that we couldn't incorporate all the
 13 properties because some property was across the
 14 street. Basically our church is sitting almost on
 15 three blocks.

09:15

16 MR. BRISKE: Two questions for you: Number
 17 one, I think Mr. Woodward asked, is this going to be
 18 a separate corporation?

19 MR. PEACOCK: No.

09:15

20 MR. BRISKE: It's going to be all part of the
 21 church?

22 MR. PEACOCK: All part of the church,
 23 everything is going to be together. It's
 24 incorporated together.

25 MR. BRISKE: I draw your attention to the map
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1 up there. You made reference to an R-6 across the
 2 street. Are you talking about the C-2 area?

3 MR. PEACOCK: Right, "P" Street.

4 MR. BRISKE: So that is, in fact, a higher
 5 zoning, a C-2 across the street.

6 MR. PEACOCK: "P" Street, if I go to "P" Street
 7 and right here, right here, across the street we
 8 have property there. This is zoned C-2, but then if
 9 I come here across the street it's a different
 10 zoning because it's running Pace Boulevard. The
 11 radio station -- the radio station sits on Pace and
 12 right behind the radio station is Reverend Cain's
 13 church and all of this is R-6 zoning, I'm assuming.

09:16

14 MR. BRISKE: Okay. The red area is, in fact,
 15 C-2 zoning, which is a commercial district and it's
 16 a higher commercial district. So that entire red
 17 area that's where you're referring to as R-6?

18 MR. PEACOCK: Right, R-6.

19 MR. BRISKE: I just want to make sure we get it
 20 on the record.

09:16

21 MR. PEACOCK: That's C-2.

22 MR. BRISKE: That's C-2, so it's a more
 23 intense use than R-6.

24 MR. PEACOCK: Right. Our properties, if you
 25 step across the street, see the R-3 zoning, but then
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1 we can walk right across the street and be on a C-2
 2 zoning.
 3 MR. TATE: Is that your property, as well, is
 4 that what you're saying, that C-2 property?
 5 MR. PEACOCK: No, that's across the street from
 6 our property. We're the R-3 zoning right across the
 7 street.
 8 MR. BRISKE: Board members, additional
 9 questions for Mr. Peacock? Sir, did you wish to add
 10 anything else to these staff's Findings-of-Fact?
 11 There was, in fact, three items that they found to
 12 be noncompatible, as well as the CRA recommending
 13 denial of it. Now, again, you have the burden of
 14 proving to the Board why you should go forward. Did
 15 you have anything else you wanted to offer?
 16 MR. PEACOCK: No. All I'm saying is what we're
 17 trying to do in the area is make the area a better
 18 area to live. We're trying to -- and as a matter of
 19 fact, what we presented to the County was to enhance
 20 the community we wanted to do the life center and
 21 that was in the future is what we're trying to do in
 22 the future is do the life center to help the
 23 children in the area, as well as, you know, enhance
 24 the church growth. So this is our goal and our aim
 25 is to try to do these things to better the

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1 community. We're just community minded. As I
 2 stated, we already have a computer lab already there
 3 in the community, so if we could just get this
 4 zoning we would be able to move forward with what
 5 we're trying to do in the community.
 6 MR. WOODWARD: Mr. Peacock, as I looked -- what
 7 you've done is you've bought up houses around your
 8 church as they have become available and vacant; is
 9 that what it is?
 10 MR. PEACOCK: Right.
 11 MR. WOODWARD: And you want to use one of these
 12 buildings for a ministry of your church; is that
 13 correct? And you're already using one as a battered
 14 women's residence as well as the computer lab?
 15 MR. PEACOCK: No, that's what we were trying to
 16 go to was a battered women's home, but we was told
 17 we could not do that because of the zoning. We
 18 wanted to do the day care or the learning center for
 19 the youth, but we was told we couldn't do that, we
 20 had to get the proper zoning, so that's why we're
 21 here. We even tried a conditional use, but the
 22 conditional use only allows us to have six students.
 23 MR. TATE: May I ask staff a question real
 24 quick? The battered women's home, is the issue the
 25 group home in an R-2, R-3 setting?

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1 MR. JONES: Yes. Group homes come into play in
 2 R-5 zoning, so again, all the future plans they were
 3 not basic -- I wasn't aware of the battered women's
 4 home. For the record, I wasn't aware of that. But
 5 as far as the zoning, the zoning does allow for
 6 group homes to come into play in R-5.
 7 MR. BRISKE: Horace, a question. The pastor
 8 has referred to the conditional use. Has this case
 9 gone to the Board of Adjustment?
 10 MR. JONES: I'll ask Mr. Holmer.
 11 MR. HOLMER: No, sir. That was my original
 12 suggestion. They didn't go that route. They wanted
 13 to go through the rezoning. This was probably back
 14 in the February time frame.
 15 MR. BRISKE: Staff made recommendation to go
 16 for a conditional use?
 17 MR. HOLMER: That was my original -- bear in
 18 mind, we're talking months back. My initial
 19 discussion with them was that we go with conditional
 20 use. I can't recall exactly the entire
 21 conversation, but there was some reason why they
 22 wanted to go with the rezoning instead.
 23 MR. JONES: According to my recollection they
 24 made the choice because of the different type of
 25 uses that they wanted to go with their plan to apply

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1 for the rezoning.
 2 MR. TATE: Another question, Mr. Jones. What
 3 happens to this neighborhood in six months and we
 4 have new maps?
 5 MR. JONES: I cannot recall the new zoning
 6 that's proposed in the area, but the Future Land Use
 7 category will remain the same. I'm just not aware
 8 because I've not divulged those new zoning maps yet.
 9 It may change, so therefore we really don't want to
 10 get into those type of discussions because, again,
 11 those maps may change so we don't want to open that
 12 issue yet because we don't know everything. They've
 13 got to be approved, reviewed. They may be
 14 challenged. They may change all over again. That's
 15 all.
 16 MR. BRISKE: Mr. Wingate and then Mr. Goodloe.
 17 Go ahead, Mr. Wingate.
 18 MR. WINGATE: As we look at growth that's
 19 happening with this church and the request that
 20 they're bringing forth because they're not experts
 21 in what they're trying to do as far as the legal
 22 part of having their land contiguous to do their
 23 life center, their growth, everybody has a growth
 24 plan whether they bring it out or not. Even this
 25 county should have a big growth plan that everybody

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1 knows. We would eliminate a lot of rezonings and
 2 headaches that people would have. I look at this
 3 little church and I see -- ours was a little church
 4 at one time and less than 200 members. It now has
 5 over 2,000 members because they had a vision. This
 6 neighborhood should be shown and helped with this
 7 vision because they're starting to try to help the
 8 ladies that have a problem. They're trying to help
 9 the people with babies that's having a problem. In
 09:23 10 other words, we're here to bring them to the point
 11 that we can help the community, not let the
 12 community go back to where it was. So I would --
 13 MR. JONES: And, Mr. Wingate, just to add
 14 something, again, that's what staff -- we can only
 15 work with our current regulations that we do have.
 16 Again, we bring these cases before the Planning
 17 Board, which the Planning Board has the ultimate
 18 decision to make those decisions. We can only work
 19 with our current facts and we bring it here and you
 09:23 20 hear his case and we present our facts. The
 21 decision basically is ultimately a Planning Board
 22 decision.
 23 MR. BRISKE: Mr. Goodloe.
 24 MR. GOODLOE: My question is for the staff.
 25 Based upon the discussion that's transpired this
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1 morning, does it appear that a conditional use will,
 2 in fact, meet the requirements of the Applicant?
 3 MR. JONES: You're putting us on the spot right
 4 now.
 5 MR. WOODWARD: We intend to.
 6 MR. JONES: You intend to, okay. I understand.
 7 Mr. Kerr.
 8 MR. KERR: Well, I think.
 9 MR. JONES: This is the man.
 09:24 10 MR. BRISKE: Mr. Kerr. Horace put the
 11 director on the stand.
 12 MR. KERR: Typically, you know, we have what --
 13 the code allows for a place of worship. A place of
 14 worship is defined as the building, either a church,
 15 a synagogue, mosque, whatever, the actual physical
 16 building itself. We understand there are customary
 17 accessory uses that go along with most churches
 18 today, everything from the child care all the way up
 19 to baseball fields and gymnasiums and so forth and
 09:25 20 even beyond that, understanding their mention of a
 21 battered women's home.
 22 In this particular instance the conditional
 23 use, if they wanted to add the day care to the
 24 church, I believe the conditional use would be the
 25 direction, the correct place that they would need to
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1 go as an additional use to the place of worship.
 2 Had we known that and we understood exactly the
 3 direction they were going in, that they were
 4 considering it as part of their ministry -- and I'm
 5 relying on what my staff has told me, that they
 6 indicated it was not exactly a part of their
 7 ministry.
 8 Now, R-5 zoning does allow them, if they wanted
 9 to do some creative things, no one knows what the
 09:26 10 future has, but it does open their options up as to
 11 what types of things they may be able to use the
 12 property for. In the event that the church were to
 13 grow significantly, they may want to have the
 14 property for sale and obviously that would give them
 15 some advantages as to how to market the property.
 16 So there are some advantages that they would gain by
 17 changing the property to R-5.
 18 The zoning question, which is, you know, what
 19 we're really here about whether or not it's an
 09:26 20 appropriate zoning. The staff believes that it's
 21 not an appropriate zoning for all the reasons
 22 listed. So at this point to rezone the property to
 23 R-5, we believe would be inappropriate. But it
 24 would open things up for them.
 25 MR. BRISKE: Thank you, Mr. Kerr. You made a
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1 good point that I need to remind everybody in the
 2 room about, which is that when we make a
 3 recommendation for an up-zoning that recommendation
 4 is not necessarily just for the use that this
 5 individual is looking at. Once it's changed to an
 6 R-5, then it's changed to an R-5. I'm not saying
 7 that they are, but if they ever sold the church
 8 property, anything that could go on an R-5 that
 9 could meet the building standards and the
 09:27 10 requirements would be allowed to go there, so we
 11 caution the Board. We don't get into what the
 12 actual use of the property is because once we rezone
 13 it to an R-5, anything that is allowed to be on R-5
 14 can go there, as long as it meets the development
 15 review standards.
 16 So I know we're talking about what specific
 17 uses and we always get into this because the
 18 Applicants always tend to want to tell us what
 19 they're going to do with it. Lloyd made a good
 09:28 20 point. The church may grow so much that this site
 21 just doesn't warrant them staying anymore. They may
 22 go buy a bigger better site and this one will remain
 23 R-5 for the next owner and whatever is allowed to be
 24 in R-5. I think we always have to remember that
 25 when we start talking about specifics on what is
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1 going to happen on a property. Anything that could
 2 happen in R-5 -- and, Drew, if you will bring up the
 3 R-5 zoning, I just want to make sure that we stay
 4 true to what our cause is here, which is the zoning
 5 request. I think it's a very admirable mission that
 6 the church has, but we have to remember why we're
 7 looking at this and part of, I believe, why you see
 8 the staff's recommendation the way it is is based
 9 solely on these categories.

09:29 10 MS. SINDEL: Mr. Chairman.
 11 MR. BRISKE: Ms. Sindel.
 12 MS. SINDEL: You're right. We try not to talk
 13 about specifics when it comes to a rezoning because
 14 we do know that down the road it could change. I
 15 think what has happened here is that we have some
 16 very good rules and regulations for staff to use in
 17 helping move projects forward for the community.
 18 The problem is, and it's a good problem, is that
 19 this is a church and this is a church that has more
 09:29 20 than one purpose. It's not a dry cleaner that just
 21 is a dry cleaner. It's a church that has various
 22 missions in the community and what they're looking
 23 to do is expand that mission and part of that
 24 potentially could be a profit center. There's
 25 nothing wrong with the church making money and
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1 because of that it's made this conversation amongst
 2 us a little bit convoluted because it's not as cut
 3 and dry as something normally is.
 4 Personally, I look at the fact that the church
 5 is doing exactly what it's supposed to do. It is
 6 growing. It is reaching out to the community not
 7 just to expand its congregation, but it's reaching
 8 out to give back, whether it's computer classes or a
 9 women's shelter or day care, whether the day care is
 09:30 10 free or whether you pay for it. Now it becomes our
 11 role to always look to see how we can help you do
 12 that.
 13 I think the reason you're here today is because
 14 of the rules and regulations that are established
 15 for staff to follow. They don't get to bend the
 16 rules. It puts you in a position of having to ask
 17 for a rezoning and not conditional use and now it's
 18 up to us. Staff has done exactly what staff was
 19 supposed to do and they brought it to us and
 09:30 20 basically said we do understand that. The situation
 21 is not that you're trying to put a Tom Thumb there
 22 or a tattoo parlor or a dry cleaner. You're trying
 23 to expand your mission and we understand the fact
 24 that some of that mission will be free of charge to
 25 the community and some will, hopefully, bring in
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1 some money.
 2 I don't know the perfect answer on how to make
 3 that move forward to you. I know I personally
 4 completely support what you're doing and would be
 5 happy to vote to say, yes, we need to give you
 6 whatever we need to do to move that forward. I
 7 think the decision now needs to be is this something
 8 we need to do for a rezoning or is there an
 9 easier -- we're here now. Do we need to do as a
 09:31 10 rezoning or do we back it out to a conditional use
 11 or if this Board chose to move forward on this
 12 what's the best way to do it.
 13 MR. BRISKE: Thank you, Ms. Sindel.
 14 Patty, do you wish to speak?
 15 MS. HIGHTOWER: I wanted to ask a question
 16 because I'm not as well versed in all of the codes
 17 as many of my fellow board members. My church has a
 18 nursery attached, but we don't consider it
 19 for-profit. We consider it -- we hope that it makes
 09:31 20 enough money to pay the people who are employed
 21 there. So is the reason that we have to move
 22 forward because they're looking for a profit or are
 23 really still operating as not-for-profit and would
 24 it change whether -- they're operating as a church
 25 ministry where the only funds that are coming in are
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1 actually reinvested in the ministry and not --
 2 MR. WOODWARD: The definition of nonprofit is
 3 not one that doesn't make money. I mean, look at
 4 the American Red Cross. And the fact is pay
 5 reasonable salaries to the people that work there as
 6 professionals. It just doesn't have stockholders
 7 that get dividends. The money gets poured back in.
 8 So if a venture by a nonprofit of any type yields an
 9 excess over expense, you would call that a profit in
 09:32 10 a profit corporation but not in a nonprofit. To
 11 maintain their 501C-3 posture with the IRS, they're
 12 going to have to pour it back in. So the fact that
 13 they have an excess of funds over expenses is not an
 14 is sue at all as far as I'm concerned.
 15 What I'm concerned about as much as you is you
 16 have to meet the needs of the community where your
 17 church is. And the pastor here has given us a great
 18 description of what they've done. And I compare it
 19 to the church that I attend where our mission we
 09:33 20 determined was providing food for transients because
 21 we're in the middle of downtown and there are a lot
 22 of people in the middle of downtown that don't get
 23 one square meal a day much less three. It's good to
 24 know the mission and that it's meeting the needs of
 25 the neighborhood and I think it should be
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1 encouraged.
 2 MR. BRISKE: Thank you.
 3 David, did you have something else to add?
 4 Again, state your name and your position for the
 5 record.
 6 MR. FORTE: David Forte, CRA Project Manager.
 7 And I wanted to just reiterate the CRA memo is based
 8 off the plan. However, I believe everyone knows
 9 that I formerly worked with the Planning and Zoning
 10 Department. If I had an the opportunity to speak to
 11 the Applicant and I probably could have spoken to
 12 him if I wanted to, I just didn't get around to
 13 speaking to him, I think there's a way -- the fact
 14 that Mr. Black has now paid for a rezoning and
 15 there's a possibility it could be a conditional use
 16 or another avenue and that's what I said in the
 17 rezoning there should be an avenue for a project
 18 like this to not have to come before the Planning
 19 Board and ask for a rezoning. I know we're going
 20 through a LDC rewrite right now, but that may still
 21 be months out. Is there a way we can go through a
 22 LDC ordinance change to help these type of uses
 23 because this is probably not the only time we will
 24 ever have a situation like this in the County. Like
 25 I believe Mr. Tate was saying, churches are always
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1 MR. TATE: I still look at the way -- you know,
 2 what's allowed in R-5 I don't think there's -- I
 3 mean, you know, we've got "P" Street and it's C-2
 4 right here. My goodness, you step across the street
 5 and what you can do compared to what we're already
 6 doing, there is no -- there is, you know, some -- I
 7 mean, this Board, as we've looked at rezonings, has
 8 really struggled with what is going on around the
 9 area and not just what the map says this is the line
 10 and this is the color here and this is the color
 11 here. I mean, R-5 uses, professional offices. You
 12 can't have retail. You can't have a store with
 13 stuff showing in the window to sell. It's a
 14 prohibited use.
 15 I don't know that there's uses in there that
 16 are not inconsistent for the neighborhood or not
 17 inconsistent with what could be on the ground right
 18 across the street in a C-2. I think it's
 19 transitional. I mean, we have this huge block of
 20 C-2 and I understand there's a lot of residential
 21 over there and we drop right down to R-3. We have
 22 no transition that's taking place, but the technical
 23 aspect of what's on the ground is more like an R-5
 24 or R-6 already.
 25 MR. BRISKE: Ms. Davis.
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1 expanding their ministry.
 2 So when you look at the practical side, yes, we
 3 had to go by the plan. Mr. Wilkins and I sat down
 4 multiple times and spoke about this. On the
 5 emotional side this is the ideal spot for the
 6 church. And as the pastor had said, this is an area
 7 where there was high crime and high drugs and they
 8 have done a tremendous job in revitalizing this
 9 area. So if there's a way we could work a LDC
 10 ordinance and maybe have a workshop or two and try
 11 to figure out a way to where they can get to where
 12 they want to go without having to pay for the
 13 rezoning application.
 14 MS. SINDEL: You mean actually bring common
 15 sense into this?
 16 MR. FORTE: And actually speak, you know --
 17 this is, you know, of course, we're speaking about a
 18 church. Everyone is a humanitarian, everyone is.
 19 Everyone wants better for their area and we are the
 20 community redevelopment agency, so we want
 21 establishments like in this our area that are going
 22 to help eliminate the crime and also the blight.
 23 From an emotional aspect, there's got to be another
 24 way we can work this without actually having to go
 25 with the rezoning process.
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1 MS. DAVIS: I have one question. Go ahead.
 2 MR. KERR: I'm sorry. I wanted to respond, if
 3 I could to David's comments. One being that there
 4 is a process that's in place. Had we received the
 5 correct information we would -- and as a matter of
 6 fact, Mr. Holmer did recommend that they go through
 7 the conditional use process. So on this particular
 8 issue the code is not broken. There is a process
 9 and we do use it and have used it in the past, so I
 10 would argue -- I appreciate the comments, but I
 11 would argue that we were correct based on the
 12 information that we had.
 13 The second thing is that there are sometimes
 14 some objectionable uses within the R-5 dealing with
 15 medical offices and clinics that could be -- the
 16 individual goal of that particular thing may be
 17 objectionable to the community, so there are some
 18 things in there.
 19 The other point I would make, too, is that even
 20 though there is C-2 directly across the street, we
 21 all know that we have inherited a terrible zoning
 22 map and commercial zonings were placed in places
 23 that really appear inappropriate. Now, there are
 24 some commercial uses there, but by and large in that
 25 500-foot circle you will see the majority of the
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1 properties and they are residential property.
 2 MR. TATE: Going back to my point that you
 3 can't put 69 houses in an R-2 zone if we're drawing
 4 it up today.
 5 MR. KERR: Right. I think it's not necessarily
 6 the density issue, too, it's the use. This Board
 7 about a year or so ago, year and a half ago, looked
 8 at the definition of spot zoning and made a
 9 determination that spot zoning not only meant zoning
 10 an island, if you will, zoning category, but it also
 11 pertained to the uses. And again, looking at those
 12 uses, that's why staff made the determination that
 13 we did, both of those things in concert.

09:39

14 MR. BRISKE: Ms. Davis.
 15 MS. DAVIS: Along the lines of what you just
 16 said, I think what David brought up was a very valid
 17 point in one respect especially. Do you remember
 18 the crematorium issue that came before us?

09:39

19 MR. KERR: Yes, it's still active.
 20 MS. DAVIS: That was not a request for
 21 rezoning. That, in fact, was a request for
 22 guidance. Am I not right? It came under a
 23 different heading. It was part of our Planning
 24 Board.

25 MR. KERR: There was two things. You gave us
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1 an interpretation on whether or not a crematorium
 2 should be considered as a part of a funeral home.
 3 Your guidance on that, your interpretation of the
 4 code was, no, it is not part of a funeral home. It
 5 is something that is separate. It's peculiar and
 6 particular and separate. So that was where that was
 7 going. No, they did not request a zoning. They
 8 currently have and still have C-2 zoning.

09:40

9 MS. DAVIS: Now, taking that one step further,
 10 David, if you were talking about -- this church has
 11 already spent a considerable amount of money to come
 12 before us asking for a rezoning. If we could in a
 13 case like this have this kind of a question asked of
 14 us as a Planning Board, which I believe is what it
 15 came under at that time, then it would save them the
 16 expense. Did the people asking for the
 17 clarification, interpretation, let's use the correct
 18 term, did they spend any money to come before us
 19 today?

09:41

20 MR. KERR: Yes.
 21 MS. DAVIS: They did. Was it less?
 22 MR. KERR: The fee for an interpretation is
 23 less than a fee for zoning. But again, based on
 24 what we were told, we were absolutely clear on the
 25 issue and that is why we advised them to proceed in
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1 this direction.
 2 MR. JONES: Again, I spoke with Mr. Peacock for
 3 quite a while on this project. He was given all
 4 this information and this is what they opted to do.
 5 Again, interpretations are completely different.
 6 This type of use is allowed, so, therefore, staff,
 7 we still feel like this is the best road to go.
 8 Again, y'all can proceed with the rezoning and if
 9 that's the case, we can move forward.

09:42

10 MR. TATE: You say this type of use is allowed
 11 in the current zoning?

12 MR. KERR: It's a conditional.

13 MR. BRISKE: Mr. Peacock, come forward, please.
 14 Sir, we want you to speak for yourself. Obviously,
 15 the staff is testifying that they've given you
 16 several different options, a conditional use versus
 17 this one. Can you tell us why the management of the
 18 church decided to go this route with the rezoning?

09:42

19 MR. PEACOCK: We went for a conditional use.
 20 We asked for everything that they are talking about.
 21 We literally sat down and went through all of this.
 22 When they said the conditional use, okay, if they
 23 gave us the conditional use, they said we could only
 24 have six students in the day care. That's all they
 25 would allow us to have. Now, why would you be -- go
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1 through paying for a conditional use and can only
 2 use this for six students.
 3 Plus we had the fire marshal come down and look
 4 at our building. We was going to do it in the
 5 church, first of all. Well, the fire marshal said,
 6 okay, we had to take and put some windows in the
 7 back. Some of the classrooms that we were going to
 8 use had no windows, so he said we were going to have
 9 to put windows in. He went around and he looked,
 10 which was very reasonable in what we had to do. We
 11 could have done that. But when we're only going to
 12 be able to house six students, that's not -- you
 13 follow what I'm saying? That's not growth to me. I
 14 mean, if you're going to limit me to that number of
 15 students, I can't see growth or in hiring people to
 16 do six students.

09:43

17 So they told us -- we originally applied for a
 18 R-6 zoning. They said go to a R-5. We can justify
 19 the R-5. So I said, well, you're not giving me --
 20 you're just giving me a choice, because the word was
 21 you had to do it today. That's when I had to do it,
 22 so I said, well, let me think about it. You don't
 23 have time to think about it. You either do it today
 24 or that's it. So I said, well, I mean, if that's
 25 it -- we just know to lose that kind of money I'm
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1 just going to have to go with what you got, just
 2 give me the R-5. So that was their recommendation,
 3 to do the R-5.
 4 This has been going on since February of this
 5 year. We've been trying to get this, trying to get
 6 that and every area we go in we meet a roadblock.
 7 So, I mean, this is why we're at the point we're at
 8 now to try to get the rezoning to do what we're
 9 trying to do to move forward. That's all we're
 10 trying to do. If a conditional use would have given
 11 us what we wanted then, we wouldn't be here. We
 12 would have accepted the conditional use.
 13 All we want to do is enhance our ministries to
 14 move forward. We've got houses sitting there,
 15 nothing in them, they're empty, we're paying
 16 insurance on empty houses, which is why it could be
 17 used for something as a ministry of the church.
 18 We're not trying to take anything and separate the
 19 church.
 20 Everything we do is going to be under New Birth
 21 Baptist Church, nothing on the Peacock Ministries or
 22 anything, it's all going to be under the church.
 23 That's all we're trying to do is make a plus in the
 24 community like we already have. We have been in
 25 there. We have gotten the drugs out. We've got
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1 these drug houses just sitting here not doing
 2 anything, so when we came to the County to try to
 3 move forward, we meet roadblocks.
 4 And a lot of things they're saying they've been
 5 misinformed of I don't see how when we brought plans
 6 as to the building in which we wanted to do for the
 7 growth for the ministry. We wanted to do the life
 8 center. We brought plans. They asked for plans and
 9 we brought them. I mean, what more can we do? Now
 10 we're on your mercy. So where do we go from here?
 11 My knees is sore from praying. Where do we go?
 12 MS. SINDEL: Pastor, I think everyone up here
 13 completely understands your mission and we are as a
 14 group wanting to move it forward. We're just
 15 ourselves trying to figure out the very best way to
 16 get you there.
 17 MR. TATE: Just to fellow Board members as we
 18 look at this and consider this, we have to draw
 19 criteria that's going to stand up if we're going to
 20 approve this. We need to show that, you know, it
 21 meets the Findings-of-Fact. We have to create our
 22 own Findings-of-Fact for this to go forward.
 23 MS. DAVIS: I'm assuming you mean if we rezone
 24 it?
 25 MR. TATE: That's correct.
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1 MS. DAVIS: That's the question, can he only
 2 have six children?
 3 MR. HOLMER: I would like to speak to that, if
 4 I may, to get this on the record. At no point did
 5 anyone on this County staff tell them a conditional
 6 use was limited to six children. That may be a
 7 State -- that may be a State requirement. That may
 8 be through state licensing. I don't know what
 9 Horace said -- or through the fire marshal, but at
 10 no point in any discussion with me about bringing
 11 something to the Board of Adjustment for a
 12 conditional use was that ever brought up by me or to
 13 me.
 14 MR. BRISKE: Horace, did you have a
 15 conversation with these gentlemen about that? Can
 16 you tell us what the conversation was?
 17 MR. JONES: Our conversation was not about
 18 conditional use. He came in with the understanding
 19 about a day care center. There's a definition. We
 20 gave them the State Statute and the definition.
 21 That's all that was. Now, that's all that was,
 22 nothing about you can have conditional use approval
 23 for six children, because that's Drew's department.
 24 That's Drew's area. There's no way we could limit
 25 it. He asked for a definition of what our current
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1 Land Development Code says. It was not in regards
 2 to the conditional use approval for that. And
 3 that's the truth.
 4 MR. BRISKE: Mr. Kerr.
 5 MR. KERR: I think it's evident that there's
 6 disagreement as to what was said and what wasn't
 7 said. There obviously is some confusion on what was
 8 intended or not intended. So I think the question
 9 goes back to is this an appropriate zoning or not?
 10 And I think that's really where we are. If we move
 11 ahead with the zoning or your consideration for the
 12 zoning, if that's what the Planning Board --
 13 MS. SINDEL: The irony to that is it is an
 14 appropriate zoning? The answer to that question
 15 might be very different than would it be appropriate
 16 as a conditional use.
 17 MR. KERR: True.
 18 MR. PEACOCK: Can I please be heard?
 19 MR. BRISKE: Mr. Peacock and then we're going
 20 to recognize David from CRA.
 21 MR. PEACOCK: Like I was saying, our property
 22 line on "P" Street is right there on a C-2 zone and
 23 then when you walk across the road it's -- you
 24 follow what I'm saying?
 25 MS. SINDEL: Yes, sir.
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1 MR. PEACOCK: That's what's getting me is that
 2 I'm this close to a C-2, but yet can't make it
 3 across the street. And I could see it if we would
 4 be talking about just one piece of property, but
 5 we're talking about "P" Street --
 6 MS. SINDEL: Yes, sir. I will be the first to
 7 tell you as a board and as staff we deal with the
 8 sins of our fathers and we are constantly trying to
 9 move this community forward regardless of the
 10 mistakes or the problems that occurred in the past
 11 and it goes back to -- I'm sure from your standpoint
 12 from common sense it doesn't have any attachment to
 13 this, but we do understand and what we're trying to
 14 discern is as Mr. Tate pointed out, for us to
 15 contradict staff's finding we have to have a
 16 legitimate legal reason to do so. If we struggle
 17 with that, we then turn to our legal guidance and
 18 say maybe we need to suggest that you do go back
 19 through a conditional hearing standpoint? We're
 20 trying to get you where you need to be, but we're
 21 trying to do it in a way that we don't create more
 22 problems for you.
 23 MR. BRISKE: David Forte, CRA.
 24 MR. FORTE: Thank you. Again, what I'm trying
 25 to get to is I'm not quite sure if this even needs
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1 to be brought to you as a rezoning. There could
 2 have been a way we could have sat down and maybe
 3 gone through it. That was the ordinance claim.
 4 Mr. Peacock, were you asked by the staff whether you
 5 could come as an interpretation or just come in the
 6 Board? Because an interpretation I know is only
 7 \$250, or coming to the Planning Board is free,
 8 however, is there a way we can look up the
 9 definition of accessory use?
 10 MR. BRISKE: David, hold on just a minuted.
 11 We're starting to talk about procedural issues that
 12 we probably need to address at a different part of
 13 the meeting. I don't want to convolute this
 14 particular case with that. You're certainly welcome
 15 to come back later on in the meeting when we talk
 16 about the procedural part of it. Obviously, like
 17 Lloyd pointed out, there's some disagreement with
 18 what has happened here. I appreciate your trying to
 19 share some thoughts on that, but let's save that for
 20 a different part of the meeting.
 21 MS. DAVIS: Don't sit down. I have a question
 22 for you.
 23 MR. BRISKE: Let's limit our questions with
 24 David, please, just to CRA information at this time.
 25 We will give him time later to speak on the
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1 procedural issues.
 2 MS. DAVIS: As was pointed out and we know when
 3 we look at rezoning we're not looking at the
 4 petitioner's direction, whatever they plan to put on
 5 the property. But in this case this was a unique
 6 case. I'll use the term unique because of the fact
 7 that you said yourself that under a unique situation
 8 that you might permit the rezoning. You said this
 9 does not come under that heading. What constitutes
 10 unique?
 11 MR. FORTE: I'll answer that. This is actually
 12 the most dialogue I've had on this case. Looking at
 13 it from just what I got from the working case file
 14 going to the plan it didn't seem like it was a
 15 unique case. I would assume a unique case would
 16 probably be where you have a situation where zoning
 17 is probably surrounded by more intensive zoning.
 18 Let's say you're a R-6 surrounded by C-2 and you
 19 want to go to C-2. That might be a situation where
 20 all the surrounding properties have intense or
 21 additional property rights that you don't. This,
 22 however, is a spot zoning issue when you look at it
 23 from a practical standpoint. I don't want to get
 24 into procedural.
 25 MR. TATE: Can I bring something to the Board
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1 as we look at our discussion of whether or not we
 2 push this forward or we deny approval? Criterion
 3 (6), development patterns, basically is a wrap-up of
 4 everything. It's the proposed amendment would not
 5 result in a logical and orderly development pattern.
 6 The permitted uses of the R-5 zoning district are
 7 not of a comparable intensity of the surrounding
 8 uses of the property and consists of spot zoning.
 9 I stated this at the beginning and I still
 10 believe this, that the permitted uses of R-5 zoning
 11 are comparable to the intensity of the surrounding
 12 use and as a result the property would not consist
 13 of spot zoning. That's just Tim Tate's opinion.
 14 MS. DAVIS: Is that simply because of the C-2
 15 across the street?
 16 MR. TATE: No, it has to do with the intensity
 17 of what's on the ground, the residential intensity
 18 straight up, what's built out.
 19 MR. BRISKE: Okay. Mr. Peacock, if you would
 20 please come forward again, sir, we will ask that you
 21 present any additional evidence. I will give you an
 22 opportunity to make a closing statement. We have
 23 one person signed up who may want to speak. We will
 24 open it up for public comments, as well. Do you
 25 have anything to add at that point?
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1 MR. PEACOCK: No, just like I stated, all we're
2 trying to do is make the community better. We do
3 have the food pantry, which every third Sunday we
4 feed about 80 people, I mean, give about 80 people
5 food. And as I stated, our computer lab is there.
6 And we are just trying to do the day care so that it
7 would offset basically some of our finance and this
8 is what we're trying to do in order to continue to
9 move forward in order that we may better the
09:55 10 community.

11 As you know, with the economy like it is, you
12 know, people are always stretched trying to pay
13 tithe so this is why we were trying to do basically
14 the day care to kind of offset, kind of help in that
15 area, so that we could be able to keep moving. Like
16 I stated, with all of the houses that we do have
17 there we wanted to put them to some type of use
18 rather than just letting them sit there and go down,
19 which is why one house we did have -- they came and
09:56 20 they said that we had to -- Code Enforcement said
21 that we had to either do something to the house or
22 tear the house down so we went in and reconstructed
23 it, revitalized it and got it back up to standard.

24 So you can't keep doing that, you know, if your
25 funds are not there, and if the houses are just
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1 sitting there, quite naturally they're going to go
2 down. If we could do some type of ministries in
3 these houses, it would be better, not only for us,
4 but for the community. That's what we're trying to
5 do. As I afore stated, we're there to help the
6 community keep these drugs out, do different
7 ministries, enhance people's lives, enhance the
8 growth of the community. That's our goal.

9 MR. BRISKE: Thank you, sir. At this time
09:57 10 we'll open up the public comment portion of the
11 meeting for those members of the public who wish to
12 speak on this matter. Please note that the Planning
13 Board bases our decisions on the criteria and
14 exceptions described in Section 2.08.02.D. of the
15 Land Development Code. During our deliberations,
16 the Planning Board will not consider general
17 statements of support or opposition. Accordingly,
18 please limit your comments to the criteria and
19 exceptions described in Section 2.08.02.D. Please
09:57 20 also note that only those individuals who are here
21 today and give testimony on the record at this
22 meeting will be allowed to speak at the subsequent
23 Board of County Commissioners meeting.

24 I do have one speaker, Maurice Willis. Come
25 forward, sir. Good morning. If you will be sworn
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1 in, please.
2 (Maurice Willis sworn.)
3 MR. BRISKE: Please state your name and address
4 for the record.

5 MR. WILLIS: Maurice Willis, 1991 Gary Circle.
6 As the pastor stated, we're not in the business of
7 making money. We're just in the business of
8 enhancing the community. And we're for law
9 enforcement and anything else. You can see that.

09:58 10 When we first moved to that area a number of years
11 ago, there was a drug infested area. Now you can
12 walk through there. In other words, you can walk or
13 drive through there. You don't have to worry about
14 a drug dealer running up on you anymore. We took
15 care of that problem. All we want to do really is
16 just move forward. Really that's all I have to say.

17 MR. BRISKE: Any questions for this gentleman?

18 MS. SINDEL: No.

19 MR. BRISKE: Thank you, Mr. Willis.

09:59 20 Anyone else from the public who wishes to speak
21 on this matter? Hearing none, I will hereby close
22 the public comment portion of the meeting.

23 Board members -- excuse me. Before I move on
24 to that, Mr. Peacock, did you have any closing
25 statements that wanted to add?

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1 MR. PEACOCK: No.
2 MR. BRISKE: Thank you. Board members, is
3 there any one of you that is ready to make a motion
4 at this point or would you like to open for
5 discussion?

6 MR. TATE: I'm ready to make a motion.

7 MR. BRISKE: Mr. Tate, you have the floor.

8 Mr. Tate is crafting his motion right now. I
9 will tell you that we will take a brief probably
09:59 10 five minute break after this, after we get the
11 motion here.

12 (Motion by Mr. Tate.)

13 MR. TATE: Mr. Chair, I move that this Board
14 recommend approval of this zoning Case Z-2012-22,
15 and that this Board agree with staff's Criterion
16 (1), (4) and (5), and that Criterion (2), spot
17 zoning, and Criterion (3), not compatible, and as a
18 result in Criterion (6) it just doesn't work.

19 I believe that this R-5 use is compatible with
10:00 20 the intensity of the surrounding uses and as a
21 result it's not spot zoning and as a matter of fact
22 creates a buffer zone from the more intense C-2 use
23 across the street to the residential uses behind the
24 church property.

25 MS. DAVIS: I second that.

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REZONING HEARINGS - OCTOBER 8, 2012

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1 MR. BRISKE: Just for clarification, those were
2 alternate Findings-of-Fact for --
3 MR. TATE: Criterion (2), (3) and (6).
4 MR. BRISKE: We have a second on the floor.
5 Discussion?
6 MS. SINDEL: Mr. West, does that meet all our
7 legal criteria to be able to move this forward?
8 MR. WEST: Yes, I think that would be
9 appropriate.
10:01 10 MS. SINDEL: Thank you.
11 MR. BRISKE: Any other discussion from Board
12 members? All those in favor of the motion, say aye.
13 (Board members vote.)
14 MR. BRISKE: Opposed?
15 (None.)
16 MR. BRISKE: The motion carries unanimously.
17 Congratulations, sir.
18 (The motion passed unanimously.)
19 MR. BRISKE: We're going to take a -- let's
10:01 20 come back at ten after 10:00, please. We'll take
21 about a seven-minute break. Ten after 10:00.
22 (Break taken, after which the proceedings
23 continued. The transcript continues on Page 70.)
24 * * *
25

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1 * * *
2 CASE NO: Z-2012-23
Location: 1926 Creighton Road
3 From: R-2, Single-Family District (cumulative)
4 C-1 Retail Commercial
VOID
5 To: C-1 Retail Commercial District
6 (cumulative)
7 Requested by: Michael Russo, Agent for Edna Munro,
8 Owner
9 MR. BRISKE: I hereby call the meeting back to
10 order. Our next case for consideration is Case
10:11 11 Z-2012-23, Michael Russo, agent for Edna Munro, the
12 owner. This is 1926 Creighton Road from R-2,
13 Single-Family District, low medium density retail to
14 C-1, Retail Commercial District.
15 Members of the Planning Board I'll ask if
16 there's been any ex parte communication between you,
17 the Applicant, agents, attorneys, witnesses, fellow
18 Planning Board members or anyone from the general
19 public prior to this hearing? I would also ask that
10:11 20 you disclose if you have visited the subject
21 property and disclose if you are a relative or
22 business associate of any the agent or applicants.
23 We'll start down there with Ms. Oram.
24 MS. ORAM: No to all.
25 MS. HIGHTOWER: No to all, but I do drive
Creighton.
MR. GOODLOE: No to all.

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1 MR. WOODWARD: No to all.
2 MR. BRISKE: The Chairman, no to all.
3 MR. TATE: No to all.
4 MS. DAVIS: No to all the above.
5 MR. WINGATE: I have visited the site and am
6 familiar with the location.
7 MS. SINDEL: No to all except for a site visit.
8 MR. BRISKE: Thank you.
9 Staff, was notification of the hearing sent to
10:12 10 all the interested parties?
11 MR. LEMOS: Yes, sir, it was.
12 MR. BRISKE: Was that notice also posted on the
13 subject property?
14 MR. LEMOS: Yes, sir, it was.
15 MR. BRISKE: As long there are no objections,
16 we'll ask the staff to present the maps and the
17 photographs.
18 (Presentation of Maps and Photographs.)
19 MR. LEMOS: Escambia County, Senior Planner
10:12 20 Juan Lemos. Once again, this is rezoning Case
21 Z-2012-23. This is our locational map for the
22 parcel in question. This is our aerial map of the
23 parcel. This is the Future Land Use for the parcel,
24 which is Mixed Use Urban. This is the existing land
25 use. This is our 500-foot zoning for the parcel in

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1 question. Just to clarify, the parcel IS a split
2 zoned parcel, R-2, C-1 and they are requesting to go
3 to C-1.
4 This is our plat map that we posted on
5 the site. This is our plat map of 1926 Creighton Road
6 from the property. Looking towards the northwest of
7 the property. Looking north into the property.
8 Looking toward the northeast. Looking east along
9 Creighton Road. Looking southeast along Creighton
10:13 10 Road. Looking south from the subject parcel.
11 Looking toward the southwest from the subject
12 parcel. This is the 500 foot radius map for the
13 mailings.
14 MR. BRISKE: Board members, any questions of
15 the maps or photograph?
16 MS. SINDEL: No.
17 MR. BRISKE: Mr. Russo, please come forward.
18 Good morning, sir, if you will, please be sworn in.
19 (Michael Russo sworn.)
10:14 20 MR. BRISKE: Good morning. If you would,
21 please state your name and address for the record.
22 MR. RUSSO: Good morning. Michael Russo, 801
23 Panferio Drive, Pensacola Beach, Florida.
24 MR. BRISKE: Thank you, sir. Have you received
25 a copy of the rezoning hearing package with the

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Planning Board-Rezoning

5. A.

Meeting Date: 10/08/2012

CASE : Z-2012-22

APPLICANT: Jimmie L. Black Jr., Agent for
New Birth Baptist Church of
Pensacola

ADDRESS: 1610 N. "Q" Street

PROPERTY REF. NO.: 17-2S-30-1300-002-007

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

DISTRICT: 3

OVERLAY DISTRICT: Brownsville

BCC MEETING DATE: 11/01/2012

SUBMISSION DATA:

REQUESTED REZONING:

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).

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-5 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.

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.

6.05.09. R-3 one-family and two-family district, (cumulative) medium density. A. Intent and purpose of district. This district is intended to provide for a mixture of one-family and two-family dwellings, including townhouses, with a medium density level compatible with single-family residential development. The maximum density is ten dwelling units per acre. Refer to article 11 for uses and densities allowed in R-3, one-family and two-family areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods of height calculation set forth in article 11. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-3 zoning located in the Scenic Highway Overlay District and RA-1(OL) Barrancas Redevelopment Area Overlay District.

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

B. Permitted uses.

1. Any permitted uses in the R-4 district.
2. Professional offices including, but not limited to, those of architects, engineers, lawyers, tax consultants, accountants and medical and dental clinics, real estate and insurance offices.
3. Mobile homes as single-family residences.
4. Public utility and service structures.
5. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).

C. Prohibited uses. Any business which displays merchandise to be sold on the premises unless such business is part of a multistory, or multi unit, predominately residential project or accessory to the office use.

D. Conditional uses.

1. Any conditional uses allowed in the preceding districts.
2. Cemeteries, mausoleums and crematoriums.
3. Enclosed animal hospitals and veterinary clinics.
4. Mobile home subdivisions and parks.
5. Private clubs and lodges.

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).

6.07.03. Brownsville Overlay District

A. Intent and purpose of district. The Brownsville Overlay District is intended to provide an enhanced level of protection to the unique and historic character of the Brownsville Community Redevelopment District thereby furthering the objectives of the Brownsville Community Redevelopment Plan. This is a zoning overlay and the regulations herein expand upon the existing zoning district regulations otherwise imposed on individual parcels within the district.

B. Applicability. This zoning overlay district applies to all zoned properties within the Brownsville Community Redevelopment District.

C. Relationship to underlying zoning. All of the use listings and site design requirements of the underlying zoning districts shall continue to apply.

D. Permitted uses. Mixed-use developments, defined as where non-residential and residential uses occupy the same building. The non-residential use(s) shall contain the first or bottom floor and the residential use(s) contain the second or upper floor(s).

E. Prohibited uses.

1. Off-premises signs.
2. Mobile homes and manufactured homes. (This does not prohibit the construction of modular homes; see Article 3 of this code.)

3. Mobile home/manufactured home parks.

F. Uses requiring management plan submittal. The following uses shall require submission of a management plan to the CRA prior to development approval. The CRA must be notified of any amendments to a submitted management plan.

1. Retail sale of alcohol for off-premises consumption.
2. Bars and nightclubs.
3. Pawn shops and check cashing services.
4. Commercial amusement arcades, including billiard parlors and game machine arcades.
5. Automotive uses (including car sales, automobile rental agencies, car washes, auto repair facilities, tire sales, etc.).
6. Truck, utility trailer, and RV rental service or facility.
7. Portable food vendors.
8. Tattoo parlors.
9. Welding shops located in C-1 zoning districts.

G. Management plan. The applicant shall submit a management plan that addresses the following:

1. Proposed hours of operations.
2. Other similar properties managed by the applicant, if applicable.
3. Explanation of any franchise agreement.

H. Rezoning. Surrounding uses, whether conforming or non-conforming should not be taken into consideration for the rezoning rationale.

I. Non-residential site and building requirements.

1. Building height. New buildings, additions and redeveloped buildings shall complement the existing pattern of building heights. Buildings in the overlay district may not exceed 45 feet in height.

2. Building design.

a. Setbacks. New construction shall be setback from Mobile Highway and Cervantes Street a distance similar to adjacent buildings unless customer parking is provided adjacent to any of these streets in support of Crime Prevention through

3. Mobile home/manufactured home parks.

F. Uses requiring management plan submittal. The following uses shall require submission of a management plan to the CRA prior to development approval. The CRA must be notified of any amendments to a submitted management plan.

1. Retail sale of alcohol for off-premises consumption.
2. Bars and nightclubs.
3. Pawn shops and check cashing services.
4. Commercial amusement arcades, including billiard parlors and game machine arcades.
5. Automotive uses (including car sales, automobile rental agencies, car washes, auto repair facilities, tire sales, etc.).
6. Truck, utility trailer, and RV rental service or facility.
7. Portable food vendors.
8. Tattoo parlors.
9. Welding shops located in C-1 zoning districts.

G. Management plan. The applicant shall submit a management plan that addresses the following:

1. Proposed hours of operations.
2. Other similar properties managed by the applicant, if applicable.
3. Explanation of any franchise agreement.

H. Rezoning. Surrounding uses, whether conforming or non-conforming should not be taken into consideration for the rezoning rationale.

FINDINGS

The proposed amendment **is not compatible** with land development code (LDC 2.08.02.D.7.b) due to fact that it constitutes as spot zoning. 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-5 be granted. The Parcel is designated as part of the Brownsville Community Redevelopment Area, compliance with the Brownsville Redevelopment Plan will be address by CRA staff.

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 R-2, R-3 and C-2. There are three (3) church properties, nine (9) commercial properties, 12 vacant and 69 residential properties. The majority of the surrounding uses within the 500' area are of a residential nature.

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 V-2001-22 at the subject property for a variance of 7.0 feet to the required 20.0 feet front yard setback to allow a 13.0 feet front yard setback to allow an addition to the existing church approved on July 11, 2001.

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. The permitted uses of the R-5 zoning district are not of a comparable intensity of the surrounding uses and the property consist of spot zoning.

Z-2012-22



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/R-3 to: R-6

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

Owner(s) Name: New Birth Baptist Church of Pensacola, Inc Phone: 417-2939
(850) 432-9935

Address: 1610 NORTH "Q" STREET 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: 1610 N. "Q" STREET

Property Reference Number(s)/Legal Description: ~~30-25-30-1002-005-009~~
17-25-30-1300-002-007

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.

Jimmie L Black Jr
Signature of Owner/Agent

Jimmie L. Black JR
Printed Name Owner/Agent

01-01-12
Date

Signature of Owner

Printed Name of Owner

Date

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 1st day of January 2012

by _____
My Commission EE 120403
Expires 08/09/2015

Minnie I. Kidd
My Commission EE 120403
Expires 08/09/2015

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

Minnie I. Kidd
Signature of Notary
(notary seal must be affixed)

Minnie I. Kidd
Printed Name of Notary

FOR OFFICE USE ONLY CASE NUMBER: Z-2012-22

Meeting Date(s): PB - Oct 8 / BCC Nov 8 Accepted/Verified by: A Cain Date: 8/17/12

Fees Paid: \$ 1,050 Receipt #: _____ Permit #: PRZ120800022



Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2012-22

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

17-25-30-1300-002-007

Property Reference Number(s):

~~30-25-30-1002-005-009~~

Property Address:

1610 NORTH "Q" STREET

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 _____.

Jimmie L Black Jr
Signature of Property Owner

Jimmie L. BLACK JR
Printed Name of Property Owner

Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2012-22

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 1610 North Q Street, Pensacola, FL 32505, Florida, property reference number(s) 175-25-30-1300-002-007

I hereby designate Jimmie L. Black Jr. for the sole purpose of completing this application and making a presentation to the:

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

This Limited Power of Attorney is granted on this 1st day of January 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: Jimmie L Black Jr Email: Jimmie6073@cox.net
Address: 1610 North Q Street, Pensacola, FL 32505 Phone: (850) 432-9935

Signature of Property Owner (handwritten)

Printed Name of Property Owner (handwritten)

Date (handwritten)

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 1st day of January 20 12 by

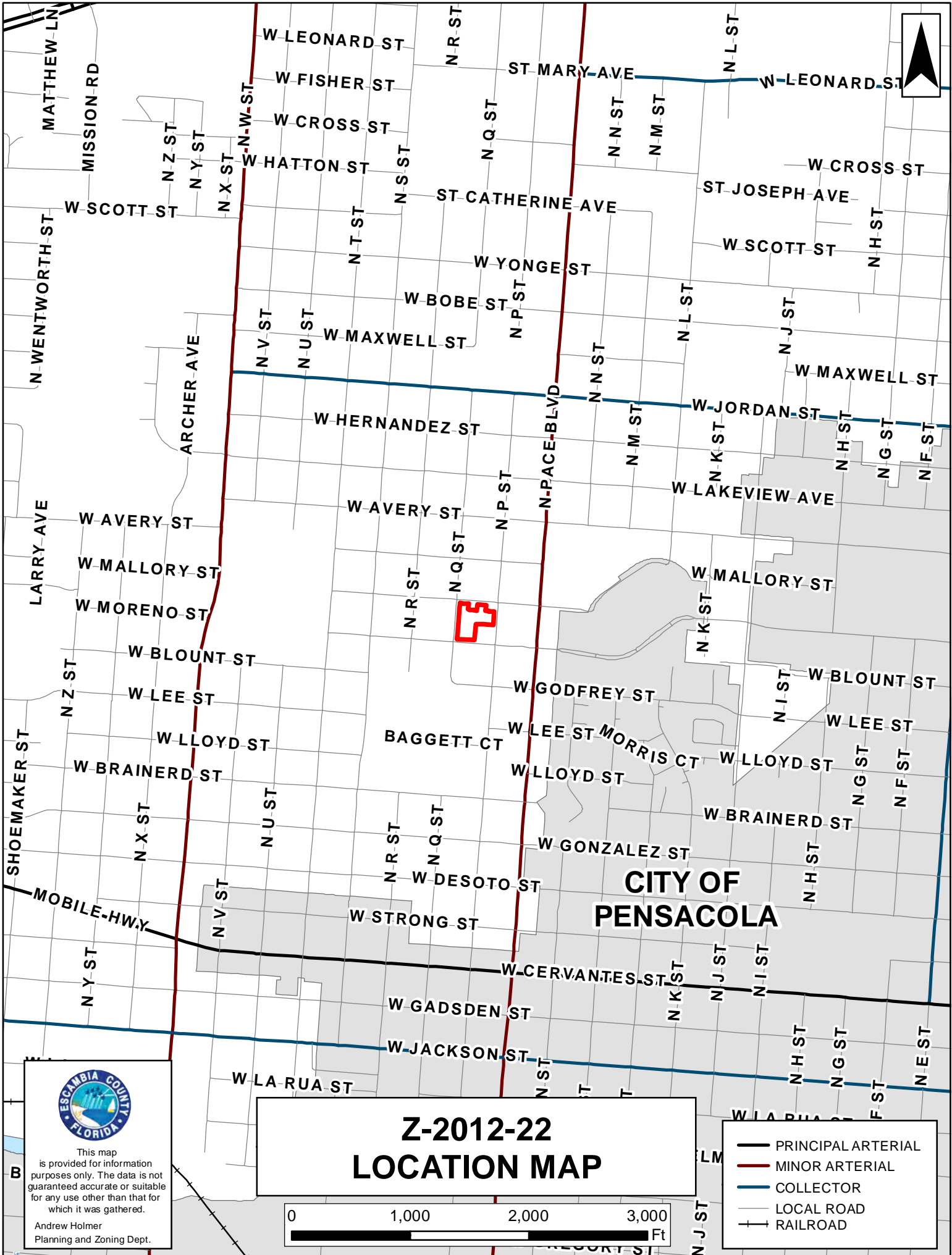
Personally Known OR Produced Identification. Type of Identification Produced:


Signature of Notary (handwritten)

Printed Name of Notary (handwritten)

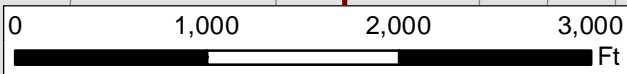
(Notary Seal)








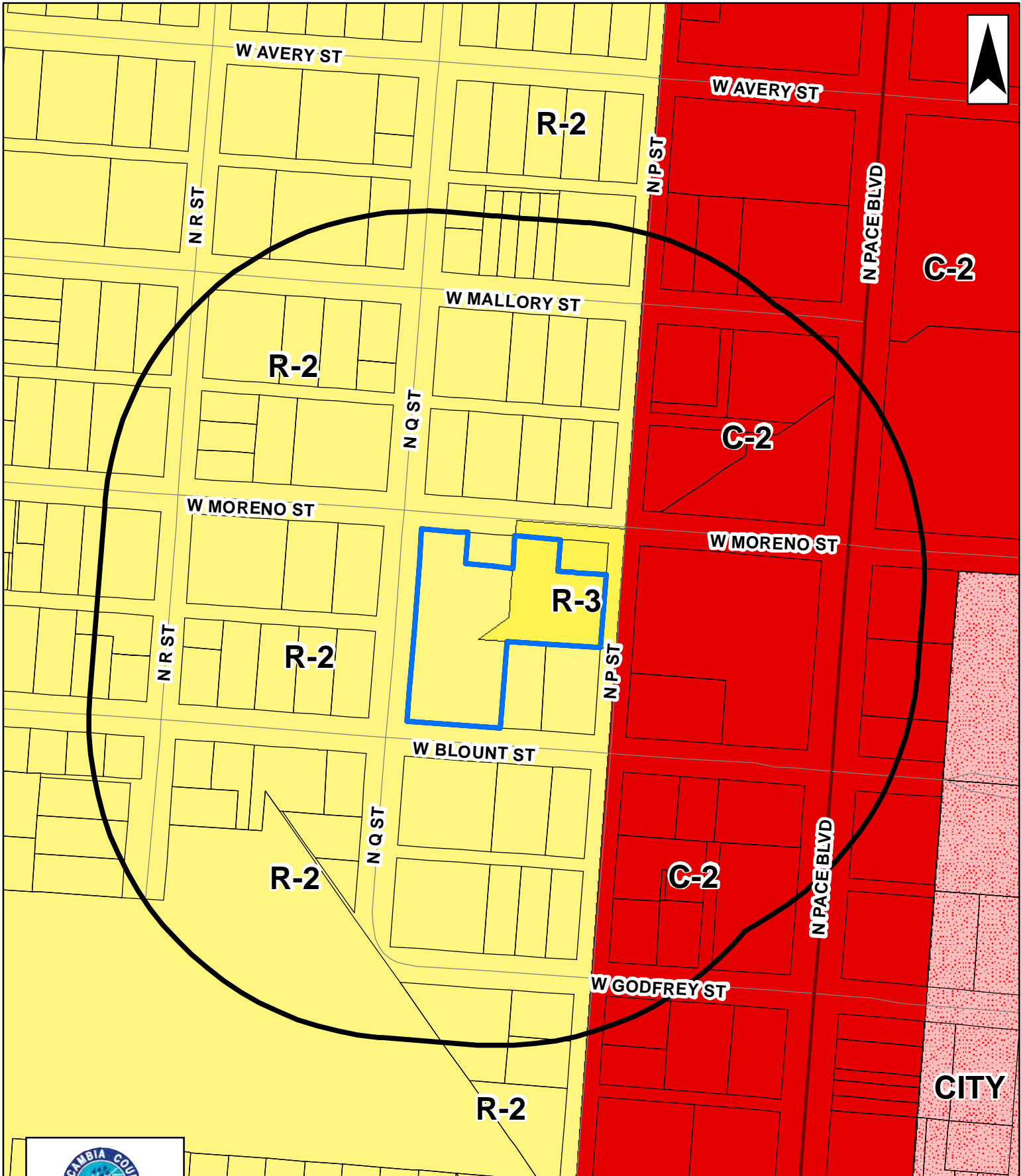




 This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
 Andrew Holmer
 Planning and Zoning Dept.

Z-2012-22 LOCATION MAP

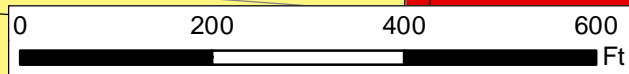








-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  RAILROAD

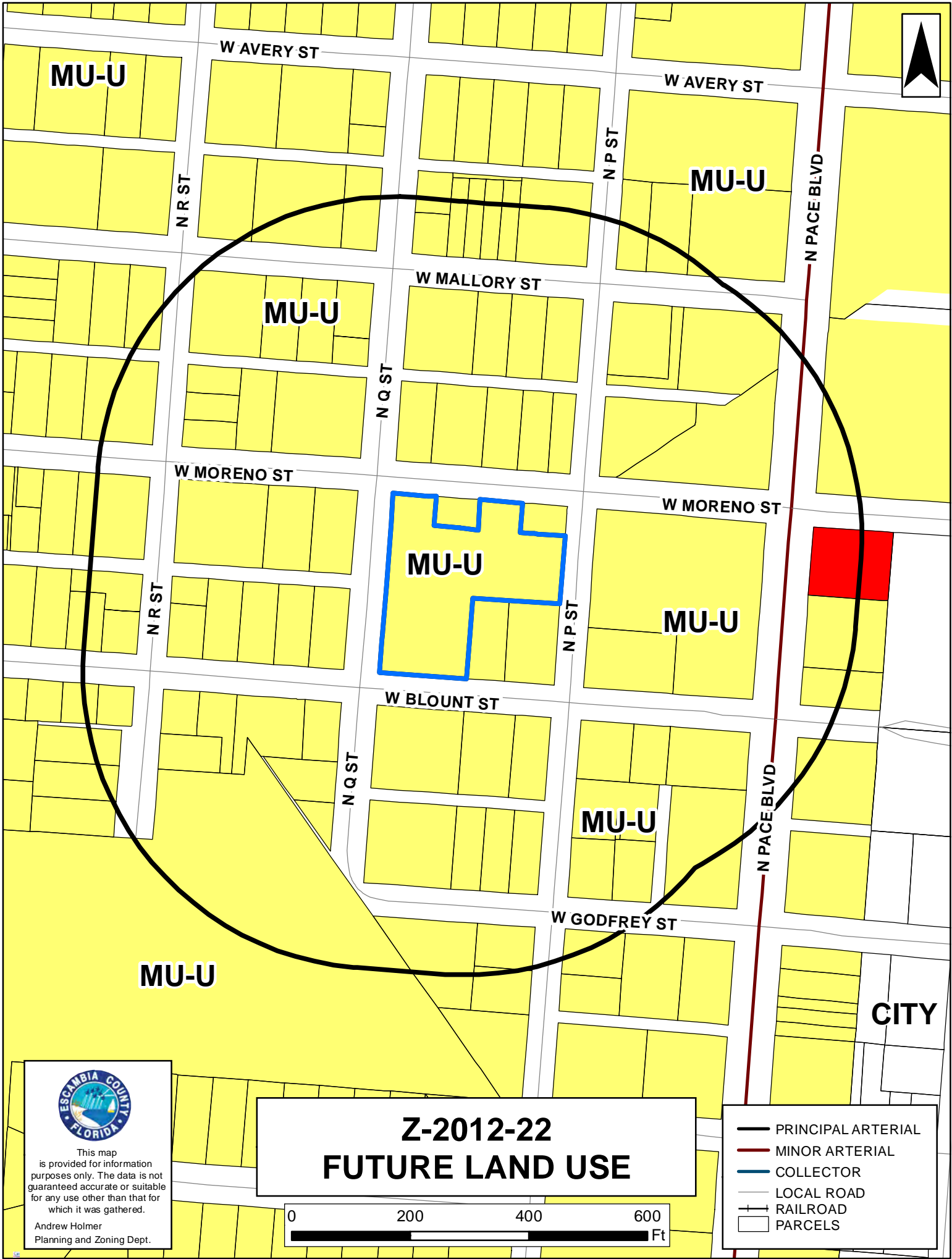



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 Andrew Holmer
 Planning and Zoning Dept.

Z-2012-22
500' RADIUS ZONING



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



MU-U

W AVERY ST

W AVERY ST

MU-U

MU-U

W MALLERY ST

W MORENO ST

W MORENO ST

MU-U

MU-U

W BLOUNT ST

MU-U

W GODFREY ST

MU-U

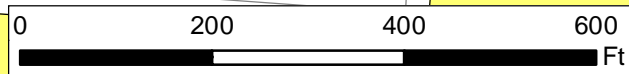
CITY



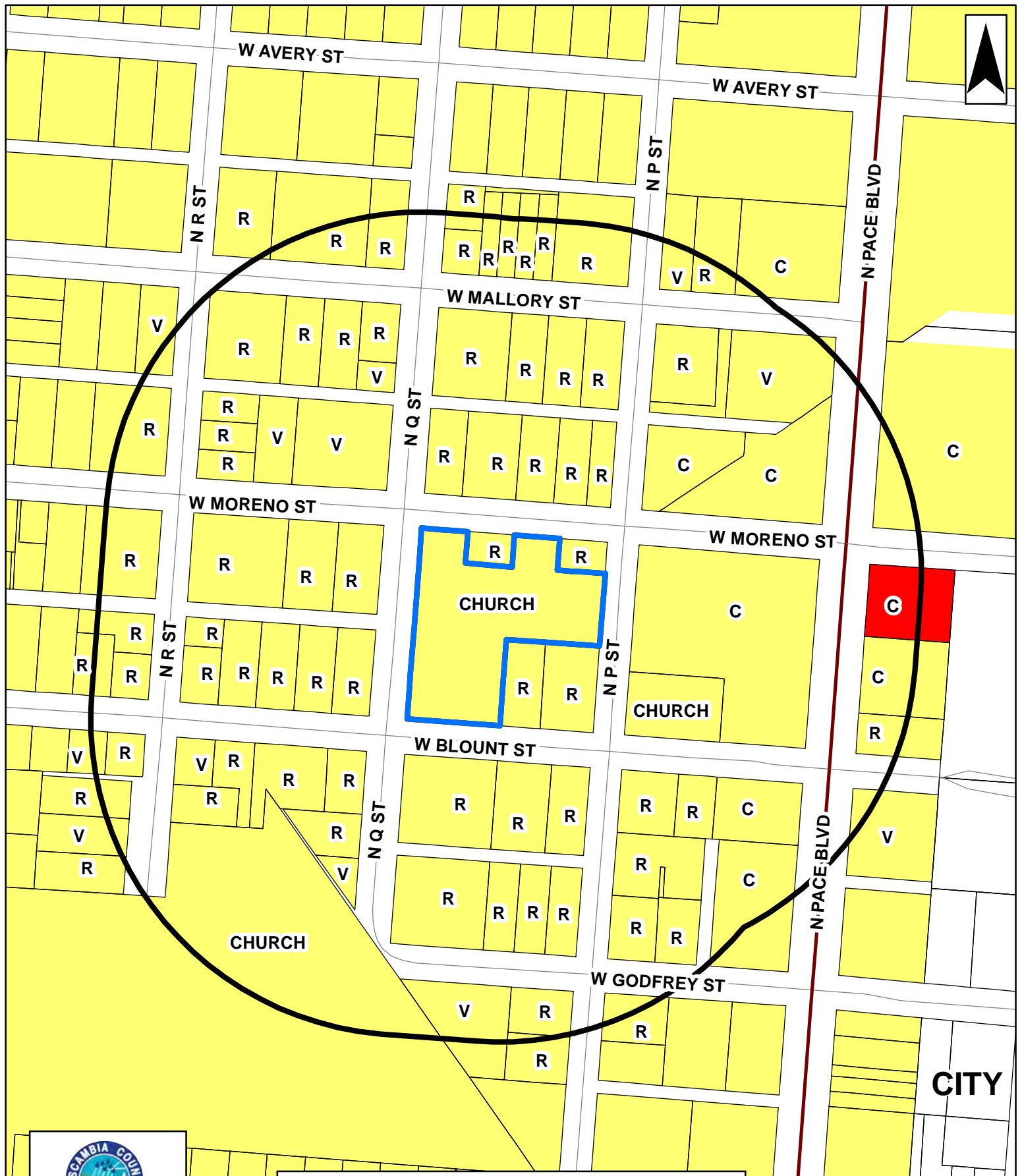
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-22 FUTURE LAND USE



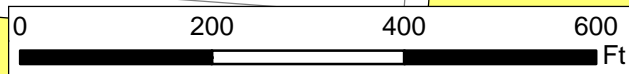
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- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS



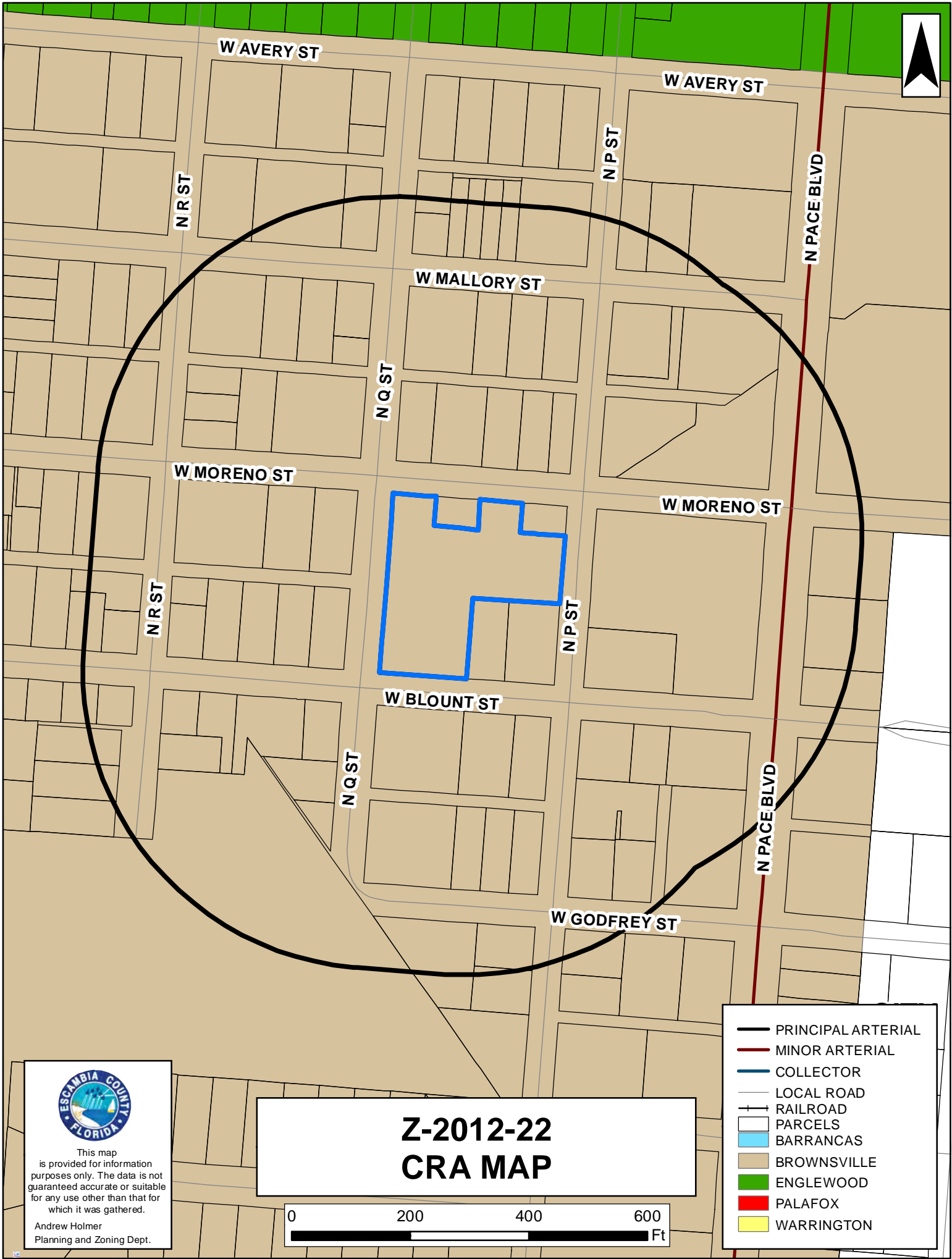

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-22 EXISTING LAND USE



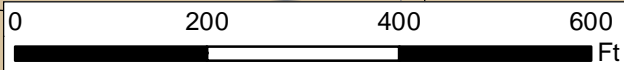
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- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS















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-2012-22 CRA MAP



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



W MORENO ST

N Q ST

N P ST

W BLOUNT 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-2012-22 AERIAL MAP



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



Public Hearing Sign



**Looking Northeast at
the Subject Parcel**



**Looking East at the
Subject Parcel**



**Looking South East
at the Subject Parcel**



**Looking South along
North “Q” Street**



**Looking Northwest
along North “Q”
Street**



**Looking East along
West Moreno Street**



Looking along West Moreno Street.



**Looking Southeast
along North "P"
Street**



**Looking South along
North “P” Street**

New Birth Baptist Church of Pcala Inc

Escambia County Property Appraiser

172S301300002007 - Full Legal Description

S 90 FT OF LTS 1 TO 5 BLK 7 OR 2109 P 601 HAZLEHURST PLAT DB 55 P 262 SEC 17/31 T 2S R 30 ALSO N 1/2 OF ALLEY ADJOINING LTS OR 3593 P 311 ALSO BEG AT INTER OF S R/W LI OF MORENO ST (55 FT R/W) & W R/W LI OF NORTH P ST (50 FT R/W) N 90 DEG E 127 42/100 FT TO N LI OF SEC 30 FOR POB S 0 DEG 22 MIN 10 SEC E 33 17/100 FT S 89 DEG 44 MIN 33 SEC W 40 43/100 FT TO N LI OF SEC N 50 DEG 20 MIN 1 SEC E ALG N LI OF SEC 52 25/100 FT TO POB PART OF BLK I RE S/D OF BLOUNT S/D PB 1 P 87 OR 3581 P 734 ALSO BEG AT INTER OF S R/W LI OF W MORENO ST (55 FT R/W) & W R/W LI OF P ST (50 FT R/W) N 90 DEG W 75 FT FOR POB N 90 DEG W 74 01/100 FT S 0 DEG 14 MIN 11 SEC E 127 42/100 FT TO N LI OF SEC 30 T 2S R 30 S 0 DEG 22 MIN 10 SEC E 33 17/100 FT N 89 DEG 44 MIN 33 SEC E 148 56/100 FT TO W R/W LI N 0 DEG 5 MIN 56 SEC W 108 07/100 FT S 89 DEG 52 MIN 43 SEC W 74 95/100 FT N 0 DEG 1 MIN 5 SEC W 52 01/100 FT TO POB BEING A PORTION OF LTS 7 & 8 BLK I BLOUNT RE S/D OF KUPFRAN PARK PB 1 P 87 ALSO BEING A PORTION OF LTS 6 TO 8 HAZELHURST PLAT DB 55 P 262 OR 4429 P 857 ALSO S 68 FT OF THE FOLLOWING: FRAC OF LTS 18 19 20 BLK 7 HAZLEHURST PLAT DB 55 P 262 SEC 17/31 T 2S R 30 & ALL LT 4 & FRAC LTS 5-6 BLK I RE S/D OF KUPFRAN PARK W OF O ST PB 1 P 87 OR 6317 P 792 ALSO N 72 FT OF THE FOLLOWING: FRAC OF LTS 18 19 20 BLK 7 HAZLEHURST PLAT DB 55 P 262 SEC 17/31 T 2S R 30 ALSO S 1/2 OF ALLEY ADJOINING LTS OR 3593 P 311 ALSO ALL LT 4 AND FRAC LTS 5-6 BLK I BLOUNT RE S/D OF KUPFRAN PARK W OF O ST PB 1 P 87 OR 6577 P 1908 ALSO N 72 FT OF THE FOLLOWING: FRAC OF LTS 18 19 20 BLK 7 HAZLEHURST PLAT DB 55 P 262 SEC 17/31 T 2S R 30 ALSO S 1/2 OF ALLEY ADJOINING LTS OR 3593 P 311 ALSO ALL LT 4 AND FRAC LTS 5-6 BLK I BLOUNT RE S/D OF KUPFRAN PARK W OF O ST PB 1 P 87 OR 6577 P 1908 CA 128



Chris Jones

Escambia County Property Appraiser

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 [Tangible Property Search](#) |
 [Amendment 1 Calculations](#)

[Back](#)

Navigate Mode |
 Account |

Reference

[Printer Friendly Version](#)

General Information Reference: 172S301300002007 Account: 061213000 Owners: NEW BIRTH BAPTIST CHURCH OF PENSACOLA INC Mail: 1610 NORTH Q ST PENSACOLA, FL 32505 Situs: 1610 N Q ST 32505 Use Code: CHURCH <input type="button" value="P"/> 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: \$223,245 Land: \$25,052 Total: \$248,297 Save Our Homes: \$0 <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1 Calculations</p>
--	--

Sales Data <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>04/06/2010</td> <td>6577</td> <td>1908</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>04/21/2008</td> <td>6317</td> <td>792</td> <td>\$28,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>09/2005</td> <td>5742</td> <td>1406</td> <td>\$19,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>08/1985</td> <td>2109</td> <td>601</td> <td>\$7,800</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1976</td> <td>1060</td> <td>600</td> <td>\$4,500</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>01/1969</td> <td>460</td> <td>665</td> <td>\$9,500</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)	04/06/2010	6577	1908	\$100	QC	View Instr	04/21/2008	6317	792	\$28,000	WD	View Instr	09/2005	5742	1406	\$19,000	WD	View Instr	08/1985	2109	601	\$7,800	WD	View Instr	01/1976	1060	600	\$4,500	WD	View Instr	01/1969	460	665	\$9,500	WD	View Instr	2011 Certified Roll Exemptions RELIGIOUS Legal Description <input type="button" value="P"/> S 90 FT OF LTS 1 TO 5 BLK 7 OR 2109 P 601 HAZLEHURST PLAT DB 55 P 262... Extra Features BLOCK/BRICK BUILDING CONCRETE PAVING UTILITY BLDG
Sale Date	Book	Page	Value	Type	Official Records (New Window)																																						
04/06/2010	6577	1908	\$100	QC	View Instr																																						
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08/1985	2109	601	\$7,800	WD	View Instr																																						
01/1976	1060	600	\$4,500	WD	View Instr																																						
01/1969	460	665	\$9,500	WD	View Instr																																						

Parcel Information Section Map Id: CA 128 Approx. Acreage: 1.4100 Zoned: <input type="button" value="P"/> R-2 R-3	<input type="button" value="Restore Map"/> Get Map Image Launch Interactive Map
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7/10/12



7/10/12



7/10/12



7/10/12



12/17/02



7/10/12



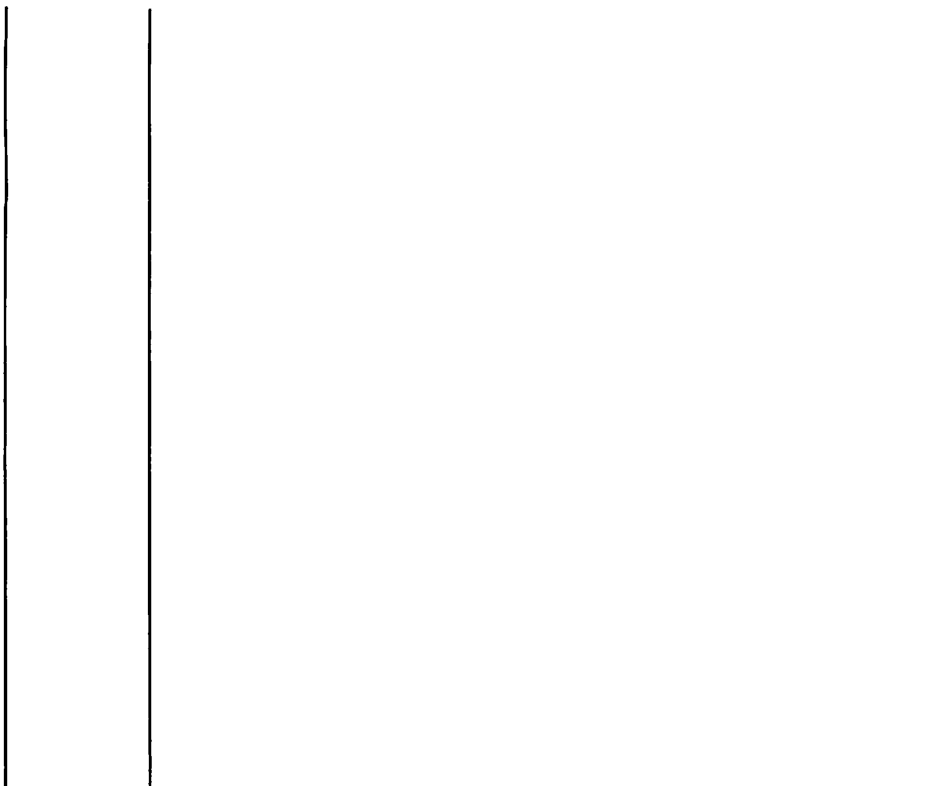
7/10/12



7/10/12

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

Last Updated: 07/24/2012 (tc. 421)

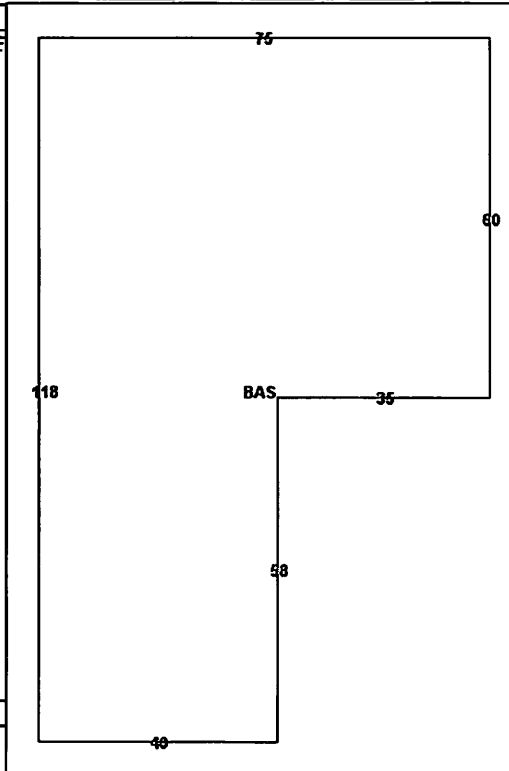


Buildings

Building 1 - Address:1610 N Q ST, Year Built: 1985, Effective Year: 1985

Structural Elements

FOUNDATION-SLAB ON GRADE
EXTERIOR WALL-BRICK-FACE
NO. PLUMBING FIXTURES-10.00
EXTERIOR WALL-CONCRETE BLOCK
ROOF FRAMING-GABLE-HI PITCH
ROOF COVER-COMPOSITION SHG
INTERIOR WALL-DRYWALL-PLASTER
NO. STORIES-1.00
FLOOR COVER-CARPET
FLOOR COVER-VINYL/CORK
DECOR/MILLWORK-AVERAGE
HEAT/AIR-CENTRAL H/AC
STRUCTURAL FRAME-MASONRY PIL/STL



Areas - 6820 Total SF
BASE AREA - 6820

Building 2 - Address:1613 N P ST, Year Built: 1988, Effective Year: 1988

Structural Elements

FOUNDATION-SLAB ON GRADE
EXTERIOR WALL-BRICK-FACE
NO. PLUMBING FIXTURES-6.00
DWELLING UNITS-1.00
ROOF FRAMING-GABLE

PREPARED BY:
FLETCHER FLEMING OF
SHELL, FLEMING, DAVIS & MENGE, P.A.
226 SOUTH PALAFOX PLACE
SEVILLE TOWER - NINTH FLOOR
PENSACOLA, FLORIDA 32501
SFD&M FILE NO.: F1918-00000

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS: That, Grantor, **Floyd Peacock**, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does remise, release, and quitclaim to **New Birth Baptist Church of Pensacola, Inc., a Florida not-for-profit corporation**, Grantee, his heirs, executors, administrators, successors and assigns, forever, the real property in Escambia County, Florida, described as:

The following described property less the South 68 feet thereof:
Lots 18, 19 and 20, Block 7, Hazelhurst Subdivision, as recorded in Deed Book 55, at Page 262, Escambia County, Florida; and Lot 4, and fractional Lots 5 and 6, Block 1, Blount Resubdivision of Kupfrian Park as recorded in Plat Book 1, at Page 87 of the public records of Escambia County, Florida.

Said property also being described on Escambia County Property Appraiser records under Tax ID#06-3188-000 as the North 72 feet of Lots 18, 19 and 20, Block 7, Hazelhurst Subdivision, as recorded in Deed Book 55, at Page 262, Escambia County, Florida; and Lot 4, and fractional Lots 5 and 6, Block 1, Blount Resubdivision of Kupfrian Park as recorded in Plat Book 1, at Page 87 of the public records of Escambia County, Florida.

The above referenced property is not the homestead property of the Grantor.

The preparer of this deed represents that: this deed has been prepared at the express direction of the grantor and grantee solely from the legal description provided to the preparer by the grantor and grantee; that no title search, or inspection of the above-described property has been performed by the preparer; that the title to the above-described property has not been examined by the preparer; and that the preparer makes no representations, warranties or guarantees whatsoever as to the status of the title to or ownership of said property.

To have and to hold, unto the said Grantee, his heirs and assigns, forever, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Apr. 1 IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal this 6th day of ~~March~~ 2010.

Signed, sealed and delivered in the presence of:

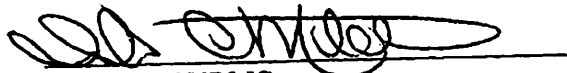
Erica Carter
Print Name: Erica Carter

Floyd Peacock
Floyd Peacock

Lynnda M. Carter
Print Name: Lynnda M. Carter

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of ~~March~~ ^{April}, 2010,
by Floyd Peacock, who is personally known to me or has produced a valid drivers license as
identification.


NOTARY PUBLIC
TYPED NAME: Ida C Mitchem
MY COMMISSION EXPIRES: 3/6/12





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No Name History

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Detail by Entity Name

Florida Non Profit Corporation

NEW BIRTH BAPTIST CHURCH OF PENSACOLA, INC.

Filing Information

Document Number N95000003777
FEI/EIN Number 592587249
Date Filed 08/07/1995
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 05/03/2005
Event Effective Date NONE

Principal Address

1610 NORTH
PENSACOLA FL 32505

Changed 06/30/2004

Mailing Address

1610 NORTH
PENSACOLA FL 32505

Changed 06/30/2004

Registered Agent Name & Address

BROWN, CHARLES
7218 RAMPART WAY
PENSACOLA FL 32505 US

Address Changed: 08/17/2000

Officer/Director Detail

Name & Address

Title T

JONES, DAVE
112 N H ST
PENSACOLA FL 32501

Title D

BROWN, CHARLES
7218 RAMPART WAY
PENSACOLA FL 32505

Title T

WILLIS, MAURICE SR.
1991 GARY CIRCLE
PENSACOLA FL 32505

Title D

SHIRLEY, WATSON
6110 ARNARD PLACE
PENSACOLA FL 32505

Title D

ETHYL, BALWIN
1530 EAST BARRS ST
PENSACOLA FL 32502

Title T

BLACK, JIMMIE
704 EAST LEE ST
PENSACOLA FL 32505

Annual Reports

Report Year Filed Date

2010	02/16/2010
2011	01/09/2011
2012	01/31/2012

Document Images

01/31/2012 -- ANNUAL REPORT

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01/09/2011 -- ANNUAL REPORT

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02/16/2010 -- ANNUAL REPORT

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05/03/2005 -- Amendment

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04/12/1996 -- ANNUAL REPORT

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08/07/1995 -- DOCUMENTS PRIOR TO 1997

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Note: This is not official record. See documents if question or conflict.

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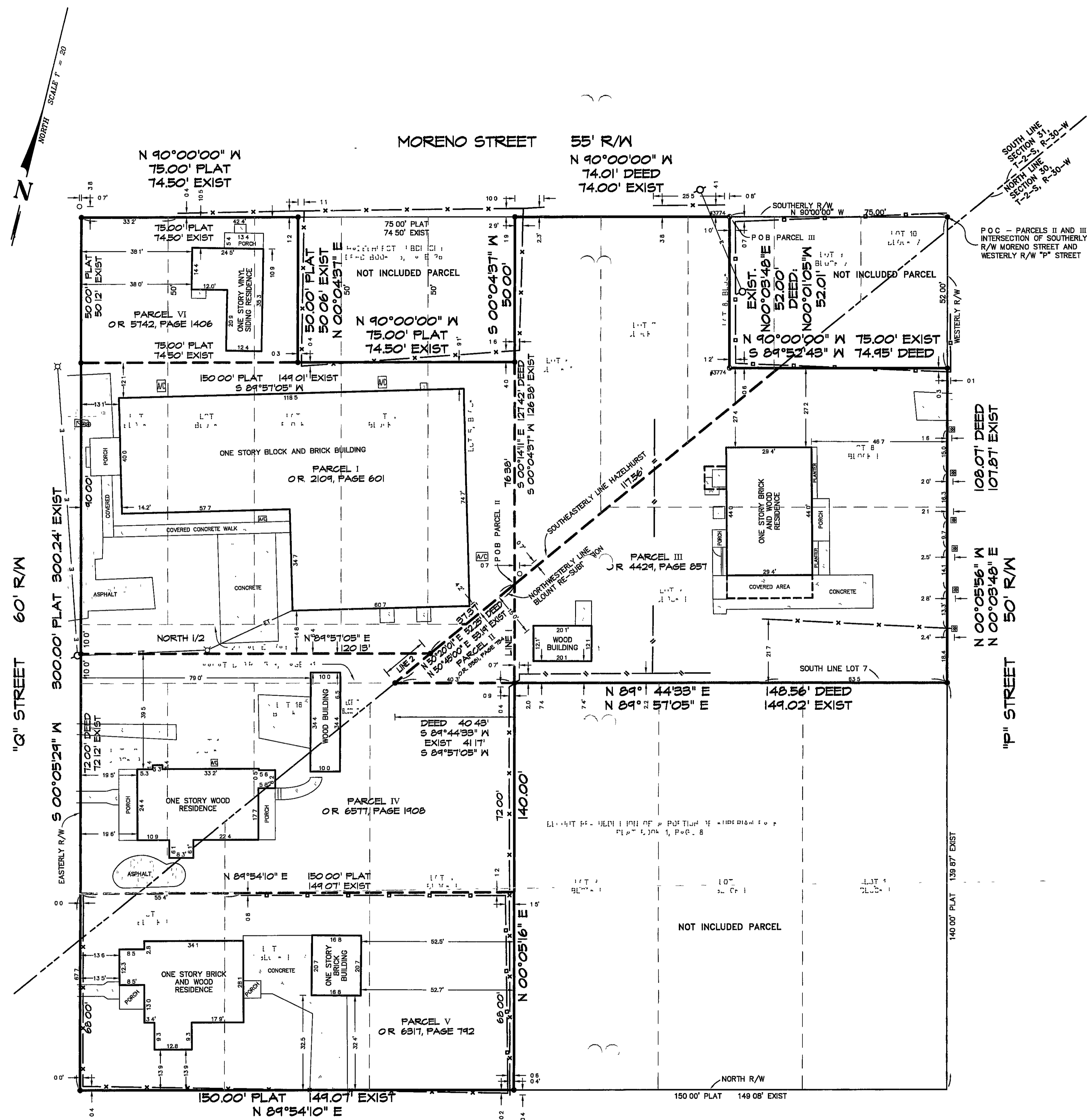
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No Name History

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State of Florida, Department of State



- LEGEND**
- Point of commencement
 - Point of beginning
 - Right of way
 - 1" Iron pipe found
 - 1/2" Capped iron rod set #1073
 - 1/2" Capped iron rod found # noted
 - Water meter
 - Backflow preventer
 - Light pole
 - Power pole
 - Brick column
 - Concrete
 - Air conditioning unit
 - Chain link fence
 - Wire fence
 - Wood fence
 - Telephone line
 - Electric line

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. This 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.

STREET ADDRESS 1610 North "Q" Street

LEGAL DESCRIPTION

PARCEL I (Official Record Book 2109, page 60)
 The South 40 feet of Lots 1 through 5, Block 7, Hazelhurst, being a portion of Sections 17 and 31, Township 2 South, Range 30 West, Escambia County, Florida, according to plat recorded in Deed Book 55 at page 262 of the public records of said County.

PARCEL II (Official Record Book 3581, page 134)
 Commence at the intersection of the south right-of-way line of West Moreno Street (55' R/W) with the west right-of-way line of North "P" Street (50' R/W), thence North 90 degrees 00'00" West along said south right-of-way line for 144.01 feet, thence South 00 degrees 14'11" East for 127.42 feet to the north line of Section 30, Township 2 South, Range 30 West, for the point of beginning, thence South 00 degrees 22'10" East for 33.17 feet, thence South 84 degrees 44'33" West for 40.43 feet to a corner of said Section 30, thence North 00 degrees 20'01" East along said north line for 52.25 feet to the point of beginning. All lying and being in a portion of Block "I", a re-subdivision of Blount Subdivision, Section 30, Township 2 South, Range 30 West, as recorded in Plat Book 1 at page 87 of the public records of Escambia County, Florida containing 0.02 acres, more or less.

PARCEL III (Official Record Book 4424, page 857)
 Commence at the intersection of the south right-of-way line of West Moreno Street (55' R/W) with the west right-of-way line of North "P" Street (50' R/W), thence North 90 degrees 00'00" West along said south right-of-way line for 74.01 feet, thence South 00 degrees 14'11" East for 127.42 feet to the north line of Section 30, Township 2 South, Range 30 West, thence South 00 degrees 22'10" East for 33.17 feet, thence South 84 degrees 44'33" West for 40.43 feet to a corner of said Section 30, thence North 00 degrees 03'56" West along said right-of-way line for 108.07 feet to the point of beginning. All lying and being in a portion of Block "I", a re-subdivision of Blount Subdivision, Section 30, Township 2 South, Range 30 West, Escambia County, Florida, as recorded in Deed Book 55 at page 262 of the public records of said County, and also being a portion of Block "I", a Re-subdivision of Blount subdivision, Section 30, Township 2 South, Range 30 West, Escambia County, Florida, as recorded in Plat Book 1 at page 87 of the public records of said county.

PARCEL IV OR 6577, PAGE 1908
 The following described property less the South 68 feet thereof: Lots 17, 18, 19 and 20, Block 7, Hazelhurst Subdivision, as recorded in Deed Book 55, at Page 262, Escambia County, Florida, and Lot 4, and fractional Lots 5 and 6, Block 1, Blount Re-subdivision of Kupfrian Park as recorded in Plat Book 1, at Page 87 of the public records of Escambia County, Florida.

PARCEL V OR 6317, PAGE 742
 The south 68.00 feet of the following described property: Lots 18, 19 and 20, Block 7, Hazelhurst Subdivision, as recorded in Deed Book 55, at Page 262, Escambia County, Florida, and Lot 4, and fractional Lots 5 and 6, Block 1, Blount Re-subdivision of Kupfrian Park as recorded in Plat Book 1, at Page 87 of the public records of Escambia County, Florida.

PARCEL VI OR 5742, PAGE 1406
 The North 50 feet of Lots 1 and 2 and the North 50 feet of the West 1/2 of Lot 3, Block 7, Hazelhurst Subdivision, according to plat of said subdivision recorded in Deed Book 55 at page 262 of the public records of Escambia County, Florida.

LINE	LENGTH	BEARING
LINE 1 DEED	33.17'	S 00°22'10" E
LINE 1 EXIST	33.62'	S 00°02'18" W
LINE 2	15.82'	S 50°45'00" W

Bearing Reference: NORTH BASED ON THE SOUTHERLY R/W MORENO STREET AS N 90°00'00" W

Order By: PASTOR PEACOCK
 Encroachments: FENCES, AERIAL, ELECTRICAL, BRICK COLUMNS
 Source of Information: PLATS HAZELHURST (D.B. 55, P. 262), BLOUNT RE-S/D (P.B. 1, P. 87), KUPFRIAN PARK (D.B. 62, P. 249), CITY ATLAS SHEET #129, PUBLIC RECORDS.
 SURVEYED BY THIS FIRM AND BUTLER & ASSOCIATES

A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF NEW BIRTH BAPTIST CHURCH

Measurements made in accordance with United States Standards

PITTMAN AND PILLAZZE ASSOCIATES, INC.
 LAND SURVEYORS
 700 NORTH NINTH AVENUE
 JACKSONVILLE, FLORIDA 32209
 Phone (850) 434-6666 Fax (850) 434-6661
 Email: ppasurvey@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 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze
 David D. Glaze
 PSM #5605

Walter J. Glaze
 Walter J. Glaze
 PSM #6190

SHEET 1 OF 1

Scale: 1" = 20'
 File No: C-6719
 Job No: 35018-12A
 Date of Plat: 4-20-12
 Date of Survey: 4-19-12
 FB: 1471 PG: 52-56
 FB: PG:
 Drawn by: FMJ



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: 10/8/2012

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z 2012-22

OR

Agenda Item Number/Description:

In Favor Against

*Name: Simmie Black Agent

*Address: 1610 "N"Q" St *City, State, Zip: Pensacola FL 32505

Email Address: Simmie6093@cox.net Phone: 850-437-0259

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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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10/8/2012

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-22

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor Against

*Name: Pastor Floyd Poole

*Address: 1610 N-Q ST *City, State, Zip: Pensacola, FL

Email Address: Floyd_362@cox.net Phone: 850-432-5899

Please indicate if you:

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

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

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(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Oct 8, 2012

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2012-22 OR

Agenda Item Number/Description:

In Favor Against

*Name: Maurice Willis

*Address: 1991 Gary Circle *City, State, Zip: 32505

Email Address: Willis Maurice 10@yahoo.com Phone: 8502939211

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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Development Services Department

Building Inspections Division

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

RECEIPT

Receipt No. : 561792

Date Issued. : 08/17/2012

Cashier ID : VHOWENS

Application No. : PRZ120800022

Project Name : Z-2012-22

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 PRZ120800022.

Received From : NEW BIRTH BAPTIST NEW BIRTH BAPTIST CHURCH OF PENSACOLA

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 PRZ120800022 with invoice 654604 and amount 1,050.00.

Summary row showing Total Amount: 1,050.00 and Balance Due on this/these Application(s) as of 8/21/2012: \$0.00.

Z-2012-23

REZONING HEARINGS - OCTOBER 8, 2012

69

1 MR. BRISKE: Just for clarification, those were
 2 alternate Findings-of-Fact for --
 3 MR. TATE: Criterion (2), (3) and (6).
 4 MR. BRISKE: We have a second on the floor.
 5 Discussion?
 6 MS. SINDEL: Mr. West, does that meet all our
 7 legal criteria to be able to move this forward?
 8 MR. WEST: Yes, I think that would be
 9 appropriate.
 10:01 10 MS. SINDEL: Thank you.
 11 MR. BRISKE: Any other discussion from Board
 12 members? All those in favor of the motion, say aye.
 13 (Board members vote.)
 14 MR. BRISKE: Opposed?
 15 (None)
 16 MR. BRISKE: The motion carries unanimously.
 17 Congratulations, sir.
 18 (The motion passed unanimously.)
 19 MR. BRISKE: We're going to take a -- let's
 10:01 20 come back at ten after 10:00, please. We'll take
 21 about a seven-minute break. Ten after 10:00.
 22 (Break taken, after which the proceedings
 23 continued. The transcript continues on Page 70.)
 24 * * *
 25

TAYLOR REPORTING SERVICES, INCORPORATED

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1 * * *
 2 CASE NO: Z-2012-23
 Location: 1926 Creighton Road
 3 From: R-2, Single-Family District (cumulative)
 Low-Medium Density/C-1 Retail Commercial
 4 District (cumulative)
 To: C-1, Retail Commercial District
 5 (cumulative)
 Requested by: Michael Russo, Agent for Edna Munro,
 6 Owner
 7 MR. BRISKE: I hereby call the meeting back to
 8 order. Our next case for consideration is Case
 9 Z-2012-23, Michael Russo, agent for Edna Munro, the
 10:11 10 owner. This is 1926 Creighton Road from R-2,
 11 Single-Family District, low medium density retail to
 12 C-1, Retail Commercial District.
 13 Members of the Planning Board I'll ask if
 14 there's been any ex parte communication between you,
 15 the Applicant, agents, attorneys, witnesses, fellow
 16 Planning Board members or anyone from the general
 17 public prior to this hearing? I would also ask that
 18 you disclose if you have visited the subject
 19 property and disclose if you are a relative or
 10:11 20 business associate of any the agent or applicants.
 21 We'll start down there with Ms. Oram.
 22 MS. ORAM: No to all.
 23 MS. HIGHTOWER: No to all, but I do drive
 24 Creighton.
 25 MR. GOODLOE: No to all.

TAYLOR REPORTING SERVICES, INCORPORATED

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1 MR. WOODWARD: No to all.
 2 MR. BRISKE: The Chairman, no to all.
 3 MR. TATE: No to all.
 4 MS. DAVIS: No to all the above.
 5 MR. WINGATE: I have visited the site and am
 6 familiar with the location.
 7 MS. SINDEL: No to all except for a site visit.
 8 MR. BRISKE: Thank you.
 9 Staff, was notification of the hearing sent to
 10:12 10 all the interested parties?
 11 MR. LEMOS: Yes, sir, it was.
 12 MR. BRISKE: Was that notice also posted on the
 13 subject property?
 14 MR. LEMOS: Yes, it was.
 15 MR. BRISKE: There are no objections,
 16 we'll ask the staff to present the maps and the
 17 photographs.
 18 (Presentation of Maps and Photographs.)
 19 MR. LEMOS: Escambia County, Senior Planner
 10:12 20 Juan Lemos. Once again, this is rezoning Case
 21 Z-2012-23. This is our locational map for the
 22 parcel in question. This is our aerial map of the
 23 parcel. This is the Future Land Use for the parcel,
 24 which is Mixed Use Urban. This is the existing land
 25 use. This is our 500-foot zoning for the parcel in

TAYLOR REPORTING SERVICES, INCORPORATED

72

1 question. Just to clarify, the parcel IS a split
 2 zoned parcel, R-2, C-1 and they are requesting to go
 3 to C-1.
 4 This is our public hearing that we posted on
 5 the site. This is looking west along Creighton Road
 6 from the property. Looking towards the northwest of
 7 the property. Looking north into the property.
 8 Looking toward the northeast. Looking east along
 9 Creighton Road. Looking southeast along Creighton
 10:13 10 Road. Looking south from the subject parcel.
 11 Looking toward the southwest from the subject
 12 parcel. This is the 500 foot radius map for the
 13 mailings.
 14 MR. BRISKE: Board members, any questions of
 15 the maps or photograph?
 16 MS. SINDEL: No.
 17 MR. BRISKE: Mr. Russo, please come forward.
 18 Good morning, sir, if you will, please be sworn in.
 19 (Michael Russo sworn.)
 10:14 20 MR. BRISKE: Good morning. If you would,
 21 please state your name and address for the record.
 22 MR. RUSSO: Good morning. Michael Russo, 801
 23 Panferio Drive, Pensacola Beach, Florida.
 24 MR. BRISKE: Thank you, sir. Have you received
 25 a copy of the rezoning hearing package with the

TAYLOR REPORTING SERVICES, INCORPORATED

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1 staff's findings?
 2 MR. RUSSO: I have, sir.
 3 MR. BRISKE: And you understand that you have
 4 the burden of providing substantial competent
 5 evidence that the proposed rezoning is consistent
 6 with the Comprehensive Plan, furthers the goals,
 7 objectives and policies of that plan and is not in
 8 conflict with any portion of the Land Development
 9 Code?
 10:15 10 MR. RUSSO: I do, sir.
 11 MR. BRISKE: Thank you, sir. Please proceed.
 12 MR. RUSSO: According to the findings from the
 13 staff, everything seems to be inconsistent or is
 14 consistent. And all the way through the criteria
 15 (1) through (6) I have a question for what the staff
 16 has provided me and would like to proceed on that
 17 basis.
 18 MR. BRISKE: We do have, in fact, a mechanism
 19 that when the Applicant agrees with the staff's
 10:15 20 findings, the staff findings are part of the record
 21 as we noted as Composite Exhibit A for all of
 22 today's cases so they're in as part of the record.
 23 If you're in agreement with those, we can bypass the
 24 staff reading those in verbatim unless there's
 25 something that you want to point out during the
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 presentation.
 2 MR. LEMOS: No, sir. It's staff's opinion that
 3 in accordance with the submitted packet and the
 4 Applicant's submission that it meets all the
 5 requirements from the Land Development Code and the
 6 Comprehensive Plan.
 7 MR. BRISKE: Thank you. Board members.
 8 (Motion by Mr. Woodward.)
 9 MR. WOODWARD: I move the recommendations of
 10:16 10 the Board be accepted.
 11 MR. TATE: Mr. Chair, before you do that, is
 12 there anybody that's signed up to speak?
 13 MR. BRISKE: There is not. Thank you.
 14 MR. TATE: I then second the motion.
 15 MR. BRISKE: Mr. Woodward, are you moving that
 16 the findings be accepted?
 17 MR. WOODWARD: Correct.
 18 MR. BRISKE: Are you moving for approval?
 19 MR. WOODWARD: Yes, sir.
 10:16 20 MR. BRISKE: Moving for approval of the
 21 rezoning Z-2012-23. And your second stands?
 22 MR. TATE: Yes.
 23 MR. BRISKE: Any discussion? All those in
 24 favor, say aye.
 25 (Board members vote.)
 TAYLOR REPORTING SERVICES, INCORPORATED

75

1 MR. BRISKE: Opposed?
 2 (None.)
 3 MR. BRISKE: The motion carries.
 4 (The motion passed unanimously.)
 5 MR. RUSSO: Thank you very much.
 6 MR. BRISKE: That was a lot quicker and easier.
 7 (Conclusion of Case Z-2012-23. The transcript
 8 continues on Page 76.)
 9 * * *
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 TAYLOR REPORTING SERVICES, INCORPORATED

76

1 * * *
 2 CASE NO: Z-2012-24
 Location: 1100 Conference Road
 3 From: V-2, Village Agriculture District
 To: V-2, Village Agriculture District - Gross
 4 Density (to be)
 Requested by: Wilev C. "Buddy" Page Agent for Warren
 5 Brown and Kathleen Horton-Brown
 6 MR. BRISKE: Members of the Board, again, I'll
 7 ask on Case Z-2012-24 if there's been any ex parte
 8 communication, any communication with the agents,
 9 attorneys, witnesses, fellow Planning Board members,
 10:17 10 general public. I would also ask if you visited the
 11 subject property and disclose if you are a relative
 12 or business associate of any of the applicants or
 13 their agents.
 14 Again, Ms. Oram.
 15 MS. ORAM: No to all.
 16 MS. HIGHTOWER: No to all.
 17 MR. GOODLOE: No to all.
 18 MR. WOODWARD: No to all.
 19 MR. BRISKE: The Chairman, no to all.
 10:17 20 MR. TATE: No to all.
 21 MS. DAVIS: No to all.
 22 MR. WINGATE: I visited the site, but no
 23 comment.
 24 MS. SINDEL: No to all other than a site visit.
 25 MR. BRISKE: Thank you.
 TAYLOR REPORTING SERVICES, INCORPORATED

Planning Board-Rezoning

5. B.

Meeting Date: 10/08/2012

CASE : Z-2012-23

APPLICANT: Michael Russo, Agent for
Edna Munro, Owner

ADDRESS: 1926 Creighton Rd

PROPERTY REF. NO.: 31-1S-30-1901-200-002

FUTURE LAND USE: MU-U, Mixed Use

DISTRICT: 4

OVERLAY DISTRICT: N/A

BCC MEETING DATE: 11/01/2012

SUBMISSION DATA:

REQUESTED REZONING:

FROM: R-2, Single Family District (cumulative) Low-Medium Density/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 Policy (CPP) 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 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 Future Land Use category MU-U, Mixed Use Urban as stated in CPP FLU 1.3.1. This FLU category allows for a mix of residential and non-residential uses such as retail, professional office and light industrial while promoting infill development. The proposed amendment will utilize the existing roads and infrastructure 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.

6.05.07. 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.

Permitted uses.

1. Any use permitted in the R-6 district.
2. Places of worship, educational institutions or facilities.
3. Personal service establishments such as, but not limited to, banks, beauty parlors, medical and dental clinics, restaurants including on-premises consumption of alcohol, financial institutions, professional and other offices, parking garages and lots, laundry and dry cleaning pickup stations, self-service coin-operated laundry and dry cleaning establishments, shoe repair, tailoring, watch and clock repair, locksmiths and data processing.
4. Retail business including, but not limited to: drug, package, hardware stores, book, stationery, china and luggage shops, newsstands, florists, photographic supplies and studios, wearing apparel shops, paint and wallpaper; accessory storage for retail uses.
5. Restaurants. Drive-in or drive-thru restaurants provided that the boundaries of the tract of land on which they are located are in excess of 200 feet from any R-1 or R-2 districts unless separated from such district by a three lane road (or larger) or a minimum 60-foot right-of-way.
6. Automobile repair shops for ignition, fuel, brake and suspension systems or similar uses.
7. Automobile service stations including minor auto repairs.
8. Automobile washing facility.
9. Hotels and motels.

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

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

- A. Retail commercial land uses shall be located at collector/arterial or arterial/arterial intersections or along an arterial or collector roadway within one-quarter mile of the intersection.
- B. They may be located along an arterial or collector roadway up to one-half mile from a collector/arterial or arterial/arterial intersection may be allowed provided all of the following criteria are met:
 1. Does not abut a single-family residential zoning district (R-1, R-2, V-1, V-2, V-2A or V-3);
 2. Includes a six-foot privacy fence as part of any required buffer and develops the required landscaping and buffering to ensure long-term compatibility with adjoining uses as described in Policy 7.A.3.8 and Article 7;
 3. Negative impacts of these land uses on surrounding residential areas shall be minimized by placing the lower intensity uses on the site (such as stormwater ponds and parking) next to abutting residential dwelling units and placing the higher intensity uses (such as truck loading zones and dumpsters) next to the roadway or adjacent commercial properties;
 4. Intrusions into recorded subdivisions shall be limited to 300 feet along the collector or arterial roadway and only the corner lots in the subdivision.
 5. A system of service roads or shared access facilities shall be required, to the maximum extent feasible, where permitted by lot size, shape, ownership patterns, and site and roadway

characteristics.

C. They may be located along an arterial or collector roadway more than one-half mile from a collector/arterial or arterial/arterial intersection without meeting the above additional requirements when one or more of the following conditions exists:

1. The property is located within one-quarter mile of a traffic generator or collector, such as commercial airports, medium to high density apartments, military installations, colleges and universities, hospitals/clinics, or other similar uses generating more than 600 daily trips; or
2. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The parcel fronts on an arterial roadway and meets the locational criteria as stated in LDC 7.20.05. The parcel is surrounded with commercially zoned parcels to the south, east and west. The parcels to the north are residential and part of the ABB subdivision PB 1 Pg 82. The proposed amendment is a split zoned parcel and granting the R-2 portion to be rezoned to C-1 will make the entire parcel more compatible with the remaining portion as well as the commercial parcels fronting Creighton Road.

In order to ensure the compatibility of adjacent land uses and to protect lower intensity from more intensive uses, buffering standards will be applied as stated in LDC 7.01.06.

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, R-2 and Pensacola City Limits.

The proposed amendment **is compatible** with surrounding existing uses fronting Creighton Rd. The referenced parcel has road frontage along the arterial roadway of Creighton Road, which has several existing commercial businesses on both sides of the roadway.

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.

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 due to the existing linear commercial development which is a characteristic of this particular roadway classification.

Attachments

Z-2012-23



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: EDNA E. MUNRO Phone: 850-554-5735
 Address: P.O. BOX 11218, PENS. FL. 32504 Email: EDNAM613@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: 1926 CREIGHTON RD., PENS. FL. 32504
 Property Reference Number(s)/Legal Description: 3115301901200002
LEGAL DESCRIPTION ATTACHED WITH APPLICATION.

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.

Michael J. Russo
Signature of Owner/Agent

MICHAEL J. RUSSO
Printed Name Owner/Agent

8-17-12
Date

Edna Munro
Signature of Owner

Edna Munro
Printed Name of Owner

08/17/2012
Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 17 day of August 20 12
by _____

Personally Known OR Produced Identification . Type of Identification Produced: drivers license

Marie Hall
Signature of Notary
(notary seal must be affixed)

Marie Hall
Printed Name of Notary



FOR OFFICE USE ONLY

CASE NUMBER: Z-2012-23

Meeting Date(s): Oct 8 PB BCC-Nov 1 Accepted/Verified by: A Cam Date: 8/22/12

Fees Paid: \$ 1,050 Receipt #: _____ Permit #: PRZ120800023



Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2012-23

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 31150301901200002

Property Address: 1926 CREIGHTON ROAD, PENS. FL. 32504

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 16TH DAY OF AUGUST, YEAR OF 2012.

Edna Munro
Signature of Property Owner

Edna Munro
Printed Name of Property Owner

08/17/2012
Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2012-23

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 1926 CREIGHTON RD, PMS. FL. 32504, Florida, property reference number(s) 3115 3019 012 00002

I hereby designate MICHAEL J. RUSSO for the sole purpose of completing this application and making a presentation to the:

[X] 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 17TH day of AUGUST 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: MICHAEL J. RUSSO Email: bizcommprop@hotmail.com

Address: 801 PANFOLIO DR, PMS. BCH, FL. Phone: 850-449-4030

Edna Munro Signature of Property Owner

Edna Munro Printed Name of Property Owner

08/17/2012 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 17 day of August 20 12 by

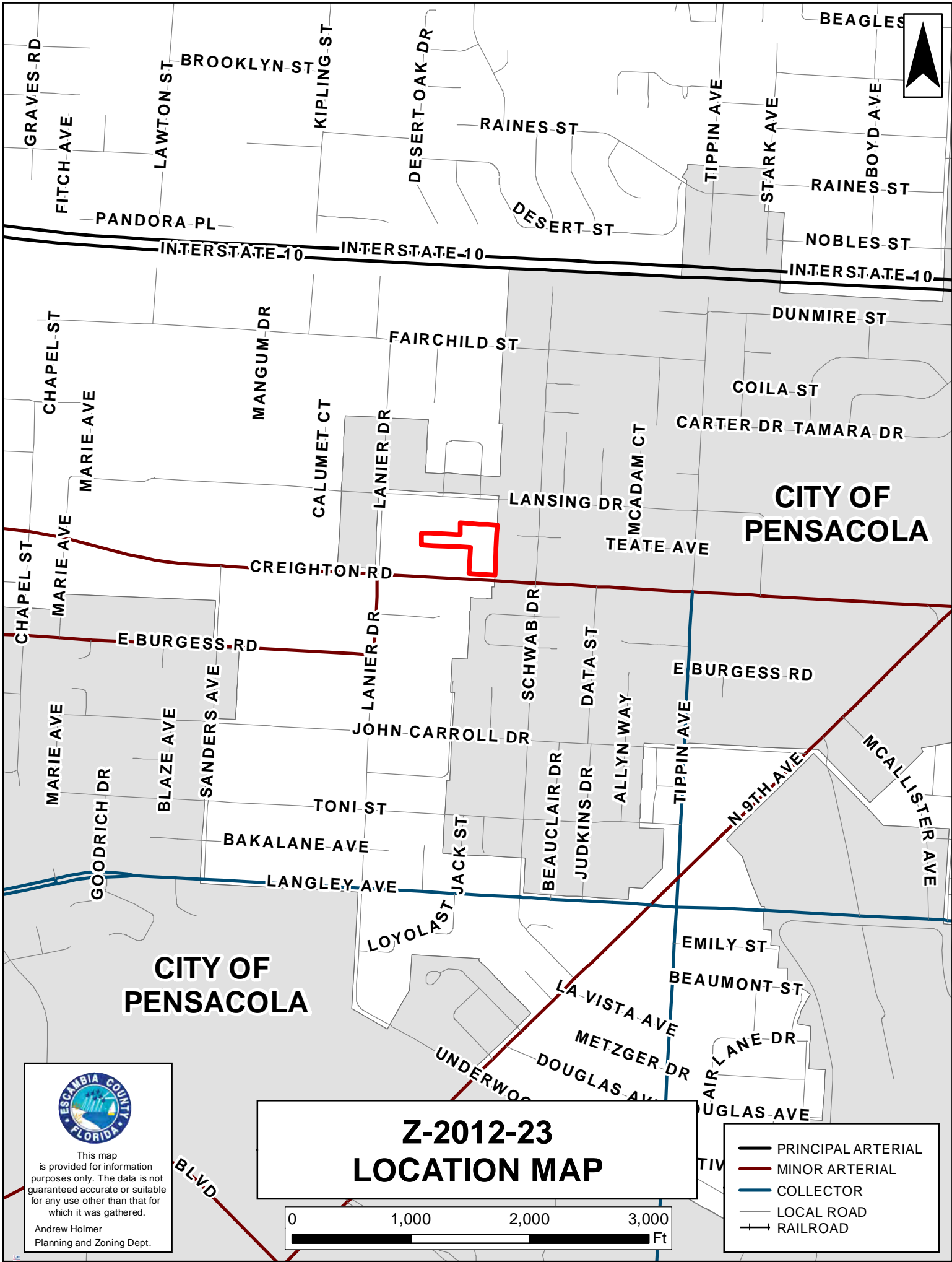
Personally Known [] OR Produced Identification [X] Type of Identification Produced: drivers license

Marie Hall Signature of Notary

Marie Hall Printed Name of Notary

(Notary Seal)








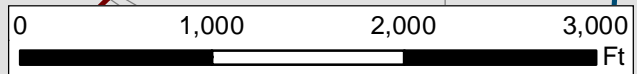



**CITY OF
PENSACOLA**

**CITY OF
PENSACOLA**

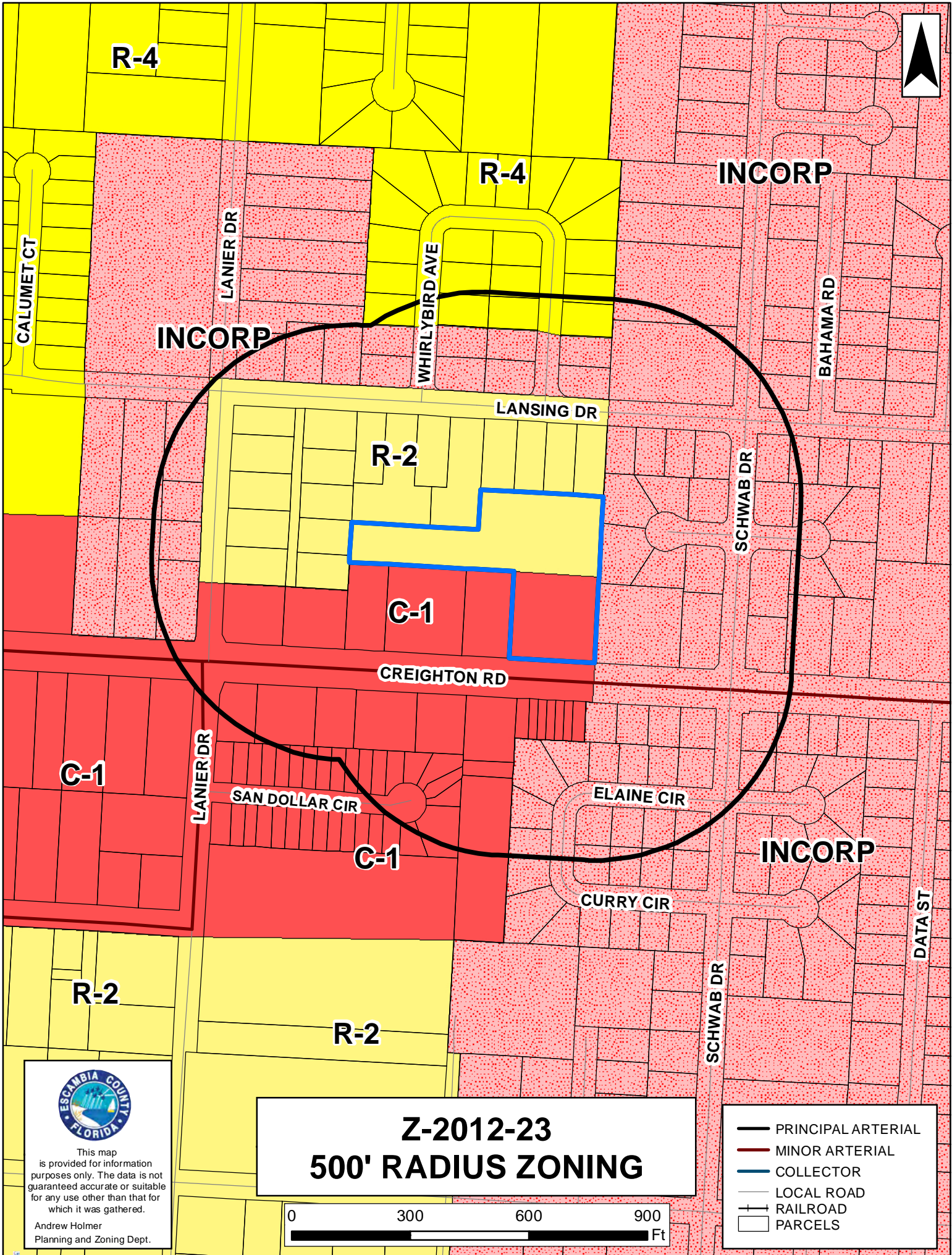
**Z-2012-23
LOCATION MAP**

-  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.



R-4

R-4

INCORP

INCORP

WHIRLYBIRD AVE

BAHAMA RD

LANSING DR

R-2

SCHWAB DR

C-1

CREIGHTON RD

C-1

LANIER DR

SAN DOLLAR CIR

C-1

ELAINE CIR

INCORP

CURRY CIR

DATA ST

R-2

R-2

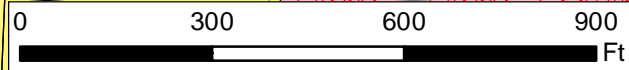
SCHWAB DR



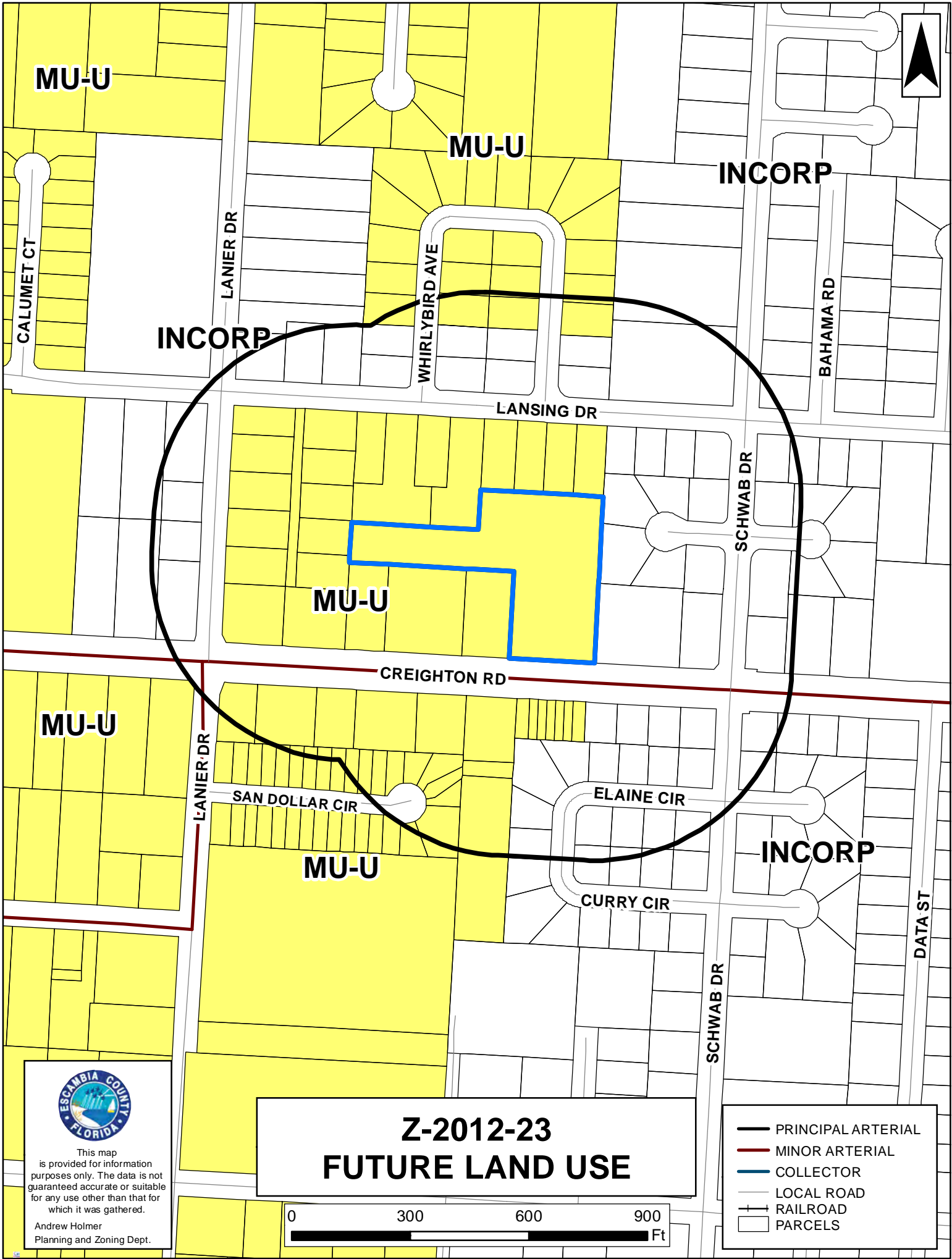
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-23 500' RADIUS ZONING



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



MU-U

MU-U

INCORP

INCORP

MU-U

MU-U

MU-U

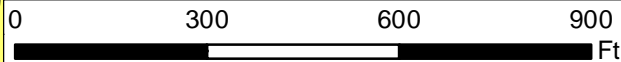
INCORP

Z-2012-23 FUTURE LAND USE

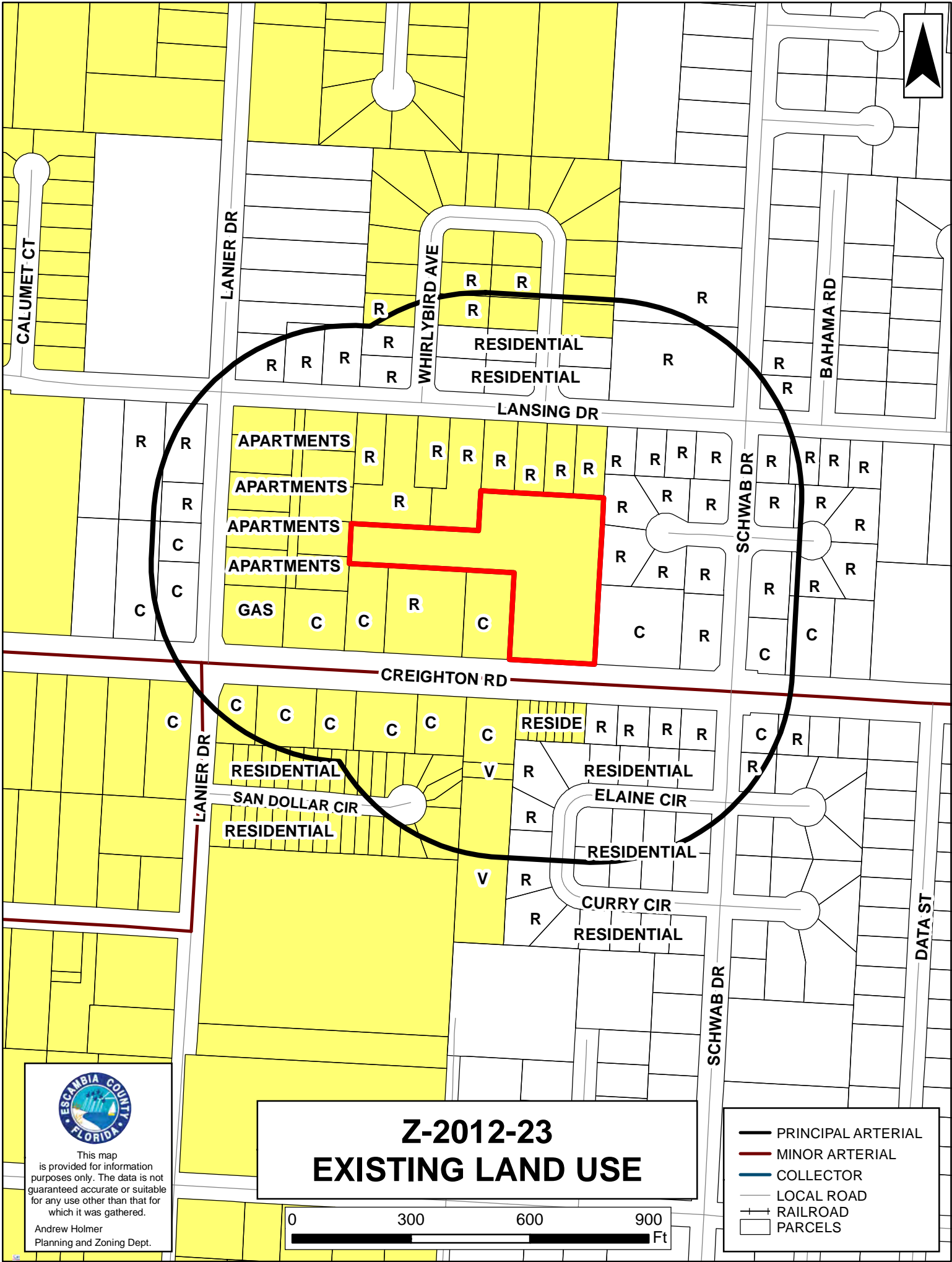



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Andrew Holmer
Planning and Zoning Dept.

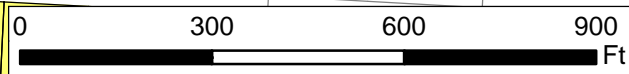








- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS




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 Andrew Holmer
 Planning and Zoning Dept.

Z-2012-23 EXISTING LAND USE



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



LANSING DR

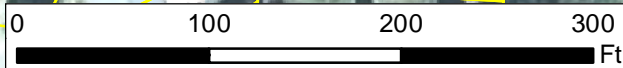
CREIGHTON RD



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-2012-23 AERIAL MAP



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



Public Hearing Sign



**Looking West along
Creighton Road**

NOTICE OF PUBLIC HEARING REZONING

CASE NO. **Z-2012-23**

CURRENT ZONING: **R-2/C-1** PROPOSED ZONING: **C-1**

PLANNING BOARD

DATE: **10/08/12** TIME: **5:30 PM**

LOCATION OF HEARING:
 COMMUNITY CENTER, 1000 W. STATE ST.
 2ND FLOOR, ROOM 201
 1000 W. STATE ST., SUITE 201, WASHINGTON, MO 64783

BOARD OF COUNTY COMMISSIONERS

DATE: **11/01/12** TIME: **6:00 PM**

LOCATION OF HEARING:
 COMMUNITY CENTER, 1000 W. STATE ST.
 2ND FLOOR, ROOM 201
 1000 W. STATE ST., SUITE 201, WASHINGTON, MO 64783



**Looking Northwest at
Subject Property**



**Looking North at
Subject Parcel**



Looking Northeast



**Looking East along
Creighton Road**



**Looking Southeast
along Creighton Road**



**Looking South from
Subject Parcel**



**Looking Southwest
from Subject Parcel**

REZONING CRITERIA

PARCEL ID & REF: 311S301901200002

Presently Split Zoned C – 1 / R - 2

Subject Property Address: 1926 CREIGHTON ROAD, PENSACOLA, FL. 32504

A) CONSISTENCY with the COMPREHENSIVE PLAN:

The M U – U Status, which is the present designation of this Property Parcel, is Consistent with the C-1 rezoning being applied for on this C-1/R-2 Parcel.

B) CONSISTENT with this CODE:

The present Zoning of this Parcel has a split zoning of C-1/R-2 but, when the R-2 portion is Rezoned to C-1, this entire parcel as C-1 would be more consistent with the Stated Purposed and intent of the Land Development Code for this region.

C) COMPATIBILITY with surrounding uses:

The immediate areas surrounding this Property address to the East & West, on both sides of Creighton Road are Commercially Zoned C-1 properties. Therefore the Proposed and applied for rezoning of the rear of this split zoned Parcel, would be compatible with the existing uses of the surrounding commercial properties.

D) CHANGED conditions:

There are NO changed conditions that would impact this property, after rezoning.

E) EFFECT on Natural Environment:

Presently to our knowledge, there are No existing Wetlands or adverse features on this property, that would result in any future negative impacts to this Property.

F) DEVELOPMENT Patterns:

The Proposed Amendment to rezone the R-2 portion in the rear of this property, would result in a Positive and Logical result for any Future orderly development patterns, due to the surrounding Commercial Zoned and Developed Properties.

Respectfully Submitted,

Michael J. Russo

Cell # 850.449.4030

EXHIBIT "A"

COMMENCE AT THE SOUTHEAST CORNER OF LOT A, BLOCK 2, ABB SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO A PLAT RECORDED IN PLAT BOOK 1, AT PAGE 82 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE RUN NORTH 88 DEGREES 00 MINUTES 52 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT A, A DISTANCE OF 315.55 FEET TO THE SOUTHWEST CORNER OF SAID LOT A, BEING ALSO THE SOUTHEAST CORNER OF LOT B OF SAID ABB SUBDIVISION FOR THE POINT OF BEGINNING; THENCE RUN NORTH 01 DEGREE 55 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID LOT B, A DISTANCE OF 421.97 FEET TO THE SOUTHEAST CORNER OF LOT 4, CASWELL TERRACE, A SUBDIVISION OF A PORTION OF SAID ABB SUBDIVISION ACCORDING TO A PLAT RECORDED IN PLAT BOOK 6, AT PAGE 18 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE RUN NORTH 88 DEGREES 01 MINUTES 14 SECONDS WEST ALONG THE SOUTH LINE OF LOTS 4, 3, 2 AND 1, OF SAID CASWELL TERRACE, A DISTANCE OF 308.91 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID CASWELL TERRACE; THENCE RUN SOUTH 01 DEGREES 55 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 350 AT PAGE 508 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 101.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE RUN NORTH 88 DEGREES 03 MINUTES 08 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 281.00 FEET OF SAID LOTS B AND C, A DISTANCE OF 321.98 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT C; THENCE RUN SOUTH 01 DEGREE 57 MINUTES 11 SECONDS WEST ALONG THE WEST LINE OF SAID LOT C, A DISTANCE OF 100.80 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 220.00 FEET OF SAID LOT C; THENCE RUN SOUTH 88 DEGREES 01 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 220.00 FEET OF SAID LOT C, A DISTANCE OF 318.57 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID LOT C, BEING ALSO THE WEST LINE OF SAID LOT B; THENCE CONTINUE SOUTH 88 DEGREES 01 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 220.00 FEET OF SAID LOT B, A DISTANCE OF 89.83 FEET; THENCE RUN SOUTH 01 DEGREE 48 MINUTES 02 SECONDS WEST, A DISTANCE OF 220.04 FEET TO THE SOUTH LINE OF SAID LOT B, BEING ALSO THE NORTH RIGHT-OF-WAY OF CREIGHTON ROAD (STATE ROAD 742 - 100' R/W); THENCE RUN SOUTH 88 DEGREES 00 MINUTES 52 SECONDS EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 215.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL BEING 3.27 ACRES IN AREA MORE OR LESS.

RCD Dec 03, 2004 08:19 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-307898

1850
297500

This instrument prepared by:
Law Office of Raymond B. Palmer, P.A.
913 Gulf Breeze Parkway
Suite 41
Gulf Breeze, FL 32561

OR BK 5534 PG0698
Escambia County, Florida
INSTRUMENT 2004-307898
DEED DOC STAMPS PD @ ESC CO \$2975.00
12/03/04 ERNIE LEE HAGANA, CLERK

Tax Parcel ID: 31-1S-30-1901-200-002
File No.: RE1184MUN-04

Warranty Deed

This Indenture, made November 16, 2004, between Doris Mayo, a single woman, of the County of Escambia in the State of Florida, party of the first part, whose post address is 6205 Windwood Dr., Pensacola, FL 32504, and Edna E. Munro, a unmarried woman, party of the second part, and whose post office address is P. O. Box 11218, Pensacola FL 32524.

Witnesseth:

That the said party of the first part, for and in consideration of the sum of \$10.00 and other valuable consideration, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, his heirs and assigns forever, the following described land, to wit:

See Attached Exhibit A

Subject to zoning and other requirements imposed by governmental authorities; restrictions and matters appearing on the plat or restrictive covenants currently of public record; valid easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and taxes for the current year and subsequent years. Together with all and singular the tenements, hereditments, and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead. And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Signed, sealed and delivered in the presence of:

Darla R. Willows

Darla R. Willows
(Type or print name beneath line)

H Don Hendrix

H DON HENDRIX
(Type or print name beneath line)

Doris Mayo


Doris Mayo

STATE OF FLORIDA }
 }
COUNTY OF SANTA ROSA }

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on November 16, 2004, by Doris Mayo, who is personally known to me or who produced a Florida Drivers License as identification and who did not take an oath.

NOTARY PUBLIC:

 Darla R Willows
My Commission DD183703
Expires February 12, 2007

{notarial seal}

Darla R. Willows

Darla R. Willows
(print or type name beneath signature line)
State of Florida at Large

Allyson Cain *595-3547*



Development Services Department
Escambia County, Florida

PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM

31-15-30-1901-200-002
Property Reference Number

MIKE RUSSO (449-4030)
Name

1926 CREIGHTON ROAD
Address
P.O.S.

Owner Agent

Referral Form Included? Y / N

31-15-30-1901-200-002

MAPS PREPARED

PROPERTY INFORMATION

Zoning

* Current Zoning: C-1 + B-2 Size of Property: 3.28 +/-

FLU

Future Land Use: MU-U Commissioner District: _____

Aerial

Overlay/AIPD: _____ Subdivision: _____

Other: _____

Redevelopment Area*: _____

*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? _____

~~Applicant will~~

Allyson Cain will contact Mike

Russo to schedule a meeting to explain further. General info. was given today 8-14-12.

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: H. Jones

Date: 8-14-12

Applicant/Agent Name & Signature: M.J. Russo

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)



Development Services Department

Building Inspections Division

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

RECEIPT

Receipt No. : **562096**

Date Issued. : 08/22/2012

Cashier ID : KLHARPER

Application No. : PRZ120800023

Project Name : Z-2012-23

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	2462	\$1,050.00	App ID : PRZ120800023
		\$1,050.00	Total Check

Received From : MUNRO EDNA E

Total Receipt Amount : **\$1,050.00**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ120800023	654912	1,050.00	\$0.00	1926 CREIGHTON RD, PENSACOLA, FL, 32504

Total Amount :	1,050.00	\$0.00	Balance Due on this/these Application(s) as of 8/27/2012
-----------------------	-----------------	---------------	--

Z-2012-24

1 staff's findings?
 2 MR. RUSSO: I have, sir.
 3 MR. BRISKE: And you understand that you have
 4 the burden of providing substantial competent
 5 evidence that the proposed rezoning is consistent
 6 with the Comprehensive Plan, furthers the goals,
 7 objectives and policies of that plan and is not in
 8 conflict with any portion of the Land Development
 9 Code?
 10:15 10 MR. RUSSO: I do, sir.
 11 MR. BRISKE: Thank you, sir. Please proceed.
 12 MR. RUSSO: According to the findings from the
 13 staff, everything seems to be inconsistent or is
 14 consistent through the criteria
 15 (1) through (6) I have a question for what the staff
 16 has provided me and would like to proceed on that
 17 basis.
 18 MR. BRISKE: We do have, in fact, a mechanism
 19 that when the Applicant agrees with the staff's
 10:15 20 findings, the staff findings are part of the record
 21 as we noted as Composite Exhibit A for all of
 22 today's cases so they're in as part of the record.
 23 If you're in agreement with those, we can bypass the
 24 staff reading those in verbatim unless there's
 25 something that you want to point out during the
 TAYLOR REPORTING SERVICES, INCORPORATED

1 MR. BRISKE: Opposed?
 2 (None.)
 3 MR. BRISKE: The motion carries.
 4 (The motion passed unanimously.)
 5 MR. RUSSO: Thank you very much.
 6 MR. BRISKE: That was a lot quicker and easier.
 7 (Conclusion of Case Z-2012-23. The transcript
 8 continues on Page 76.)
 9 * * *
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 25
 TAYLOR REPORTING SERVICES, INCORPORATED

VOID

VOID

1 presentation.
 2 MR. LEMOS: No, sir. It's staff's opinion that
 3 in accordance with the Code and the
 4 Applicant's submission, all the
 5 requirements from the Land Development Code and the
 6 Comprehensive Plan.
 7 MR. BRISKE: Thank you. Board members.
 8 (Motion by Mr. Woodward.)
 9 MR. WOODWARD: I move the recommendations of
 10:16 10 the Board be accepted.
 11 MR. TATE: Mr. Chair, before you do that, is
 12 there anybody that's signed up to speak?
 13 MR. BRISKE: There is not. Thank you.
 14 MR. TATE: I then second the motion.
 15 MR. BRISKE: Mr. Woodward, are you moving that
 16 the findings be accepted?
 17 MR. WOODWARD: Correct.
 18 MR. BRISKE: Are you moving for approval?
 19 MR. WOODWARD: Yes, sir.
 10:16 20 MR. BRISKE: Moving for approval of the
 21 rezoning Z-2012-23. And your second stands?
 22 MR. TATE: Yes.
 23 MR. BRISKE: Any discussion? All those in
 24 favor, say aye.
 25 (Board members vote.)
 TAYLOR REPORTING SERVICES, INCORPORATED

1 * * *
 2 CASE NO: Z-2012-24
 Location: 1100 Conference Road
 3 From: VAG-2, Village Agriculture District
 To: V-2, Village Residential District - Gross
 4 Density (two units per acre)
 Requested by: Wiley C. "Buddy" Page, Agent for Warren
 5 Brown and Kathleen Horton-Brown
 6 MR. BRISKE: Members of the Board, again, I'll
 7 ask on Case Z-2012-24 if there's been any ex parte
 8 communication, any communication with the agents,
 9 attorneys, witnesses, fellow Planning Board members,
 10:17 10 general public. I would also ask if you visited the
 11 subject property and disclose if you are a relative
 12 or business associate of any of the applicants or
 13 their agents.
 14 Again, Ms. Oram.
 15 MS. ORAM: No to all.
 16 MS. HIGHTOWER: No to all.
 17 MR. GOODLOE: No to all.
 18 MR. WOODWARD: No to all.
 19 MR. BRISKE: The Chairman, no to all.
 10:17 20 MR. TATE: No to all.
 21 MS. DAVIS: No to all.
 22 MR. WINGATE: I visited the site, but no
 23 comment.
 24 MS. SINDEL: No to all other than a site visit.
 25 MR. BRISKE: Thank you.
 TAYLOR REPORTING SERVICES, INCORPORATED

VOID

1 Staff, was notice of this hearing sent to the
 2 interested parties?
 3 MR. LEMOS: Yes, sir, it was.
 4 MR. BRISKE: Was that notice also posted on the
 5 subject property?
 6 MR. LEMOS: Yes, sir, it was.
 7 MR. BRISKE: If there are no objections by
 8 Mr. Page, we'll present the maps and the
 9 photographs.
 10:17 10 MR. TATE: Can we -- it's very similar to the
 11 last one.
 12 MS. SINDEL: Ask legal.
 13 MR. BRISKE: Since it has been accepted as the
 14 staff's findings, it's very similar, that I think
 15 everyone is in agreement.
 16 MR. WEST: I would ask the Applicants' agent to
 17 make sure they have no objection.
 18 MR. BRISKE: Mr. Page, if you will come
 19 forward, sir. Let's go ahead and at least get you
 10:18 20 sworn in on the record here.
 21 (Wiley C. "Buddy" Page sworn.)
 22 MR. PAGE: Mr. Chairman, Buddy Page, 5337
 23 Hamilton Lane, Pace, Florida. Understanding the
 24 procedural issues here this morning, if there are no
 25 speakers to sign up we certainly would adopt the
 TAYLOR REPORTING SERVICES, INCORPORATED

1 staff's findings as our own.
 2 MR. BRISKE: At this time I do not have anyone
 3 from the public signed up to speak. Is there anyone
 4 here from the public who wishes to speak on Case
 5 Z-2012-24? Hearing none.
 6 Mr. Page, you're accepting the staff's
 7 Findings-of-Fact into evidence?
 8 MR. PAGE: Yes, sir.
 9 MR. TATE: Mr. Chairman, since it's Mr. Page,
 10:19 10 should we drag it out?
 11 (Motion by Mr. Tate.)
 12 MR. TATE: I would like to move -- I move that
 13 we recommend approval and agree with staff's
 14 Findings-of-Fact for this rezoning Case Z-2012-24.
 15 MR. GOODLOE: Second.
 16 MR. BRISKE: We have a motion and a second.
 17 Any discussion? All those in favor, say aye.
 18 (Board members vote.)
 19 MR. BRISKE: Opposed? The motion carries.
 10:19 20 (The motion passed unanimously.)
 21 MR. BRISKE: Probably the easiest one you've
 22 ever done.
 23 MR. PAGE: Indeed. Thank you.
 24 (Conclusion of Z-2012-24. Transcript continues
 25 on Page 79.)
 TAYLOR REPORTING SERVICES, INCORPORATED

1 * * *
 2 CASE NO: Z-2012-25
 Location: 617 North 70th Avenue & 7008 West Jackson
 3 Street
 From: R-2, Single-Family District (cumulative)
 4 Low-Medium Density Commercial and Light
 To: C-2NA, General Commercial and Light
 5 Manufacturing District (cumulative); no sale
 of alcohol allowed
 6 Requested by: Freddy Powell, Owner
 7 MR. BRISKE: Our next case is Z-2012-25. The
 8 Applicant is Freddy Powell, the owner, 617 North
 9 70th Avenue and 7008 West Jackson Street, R-2,
 10:19 10 Single-Family District, to C-2NA, General Commercial
 11 and Light Manufacturing, no sale of alcohol allowed
 12 in this request.
 13 Once again, members of the Planning Board, has
 14 there been any ex parte communication between you,
 15 any of the agents, attorneys, witnesses, other
 16 Planning Board members or members of the general
 17 public prior to this hearing? I'll also ask if you
 18 have visited the subject property and disclose if
 19 you are a relative, business associate of any of the
 10:20 20 Applicants or their agents.
 21 MS. ORAM: No to all.
 22 MS. HIGHTOWER: No to all.
 23 MR. GOODLOE: No to all except I have visited
 24 the site.
 25 MR. WOODWARD: No to all. I know where it is.
 TAYLOR REPORTING SERVICES, INCORPORATED

1 MR. BRISKE: The Chairman has visited the
 2 site, but no to all the other questions.
 3 MR. TATE: No to all.
 4 Ms. DAVIS: No to all.
 5 MR. BRISKE: Mr. Wingate.
 6 MR. WINGATE: I have visited the site and no
 7 personal contact.
 8 MS. SINDEL: No to all other than a site visit.
 9 MR. BRISKE: Thank you.
 10:20 10 Staff, was the notice of the hearing sent to
 11 all interested parties?
 12 MR. HOLMER: Yes, sir, it was.
 13 THE COURT: Was that notice also posted on the
 14 subject property?
 15 MR. HOLMER: Yes, sir.
 16 MR. BRISKE: If there are no objections from
 17 Mr. Powell, staff will now present the maps and
 18 photographs.
 19 (Presentation of Maps and Photographs.)
 10:21 20 MR. HOLMER: Yes, sir, once again this is
 21 rezoning Case Z-2012-25. This is the location map.
 22 The property there is at the intersection of West
 23 Jackson and North 70th. This is an aerial map of
 24 the site. Within that red line it is two parcels:
 25 The one that is fronting on Jackson and the other
 TAYLOR REPORTING SERVICES, INCORPORATED

Planning Board-Rezoning

5. C.

Meeting Date: 10/08/2012

CASE : Z-2012-24

APPLICANT: Wiley C. "Buddy" Page,
Agent for Warren T. Brown &
L. Kathleen Horton-Brown

ADDRESS: 1100 Conference Rd.

PROPERTY REF. NO.: 10-1N-30-4001-000-000

FUTURE LAND USE: MU-S, Mixed Use Suburban

DISTRICT: 5

OVERLAY DISTRICT: N/A

BCC MEETING DATE: 11/01/2012

SUBMISSION DATA:

REQUESTED REZONING:

FROM:VAG-2, Village Agriculture District

TO:V-2, Village Residential District- Gross Denisty (two units per 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 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 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 V-2 **is consistent** with the intent and purpose of Future Land Use category MU-S as stated in CPP FLU 1.3.1. The densities and allowable uses are compatible with those provided for in the Future Land Use category.

CRITERION (2)

Consistent with The Land Development Code.

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

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The proposed amendment would allow for more density of two dwelling units per acre as compared to the current one dwelling per five acres.

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, VR-2 and ID2. The parcels to the south and west are residential and the parcels to the east and north are Industrial.

CRITERION (4)

Changed conditions.

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

FINDINGS

The parcel had a pre application meeting for an 88 lot residential subdivision in April 2012.

CRITERION (5)

Effect on natural environment.

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

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were** indicated on the southern portion of 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 in as such there is currently residential zoned parcels with compatible density.

Attachments

Z-2012-24

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

July 20, 2012
VIA HAND DELIVERY

Mr. Horace Jones
Planning Manager
Escambia Development Services
3363 West Park Place
Pensacola, Florida 32505

RE: Rezoning Request Application
Parcel ID 10-1N-30-4001-000-000
Address: 1100 Conference Road
Request: VAG-2 to V-2

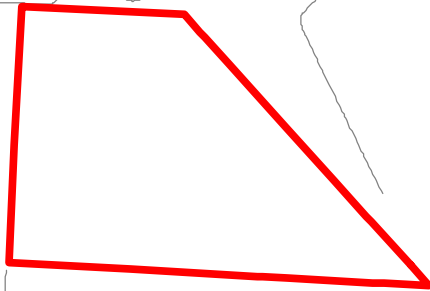
Dear Mr. Jones:

The attached application requests consideration to change the referenced parcel from the existing VAG-2 zoning classification to V-2. As shown on the attached survey, this 46.10 acre site is located at the northern end of Conference Road.

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

Very best regards,

Buddy Page



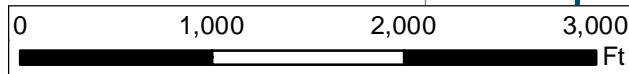
HIDDEN TERRACE DR
 NEW HAVEN DR
 WESTERN AVE
 CONFERENCE RD
 JUNCTION DR
 CHEMSTRAND RD
 MILL CREEK TRL
 OLD CHEMSTRAND RD
 ELCANO LN



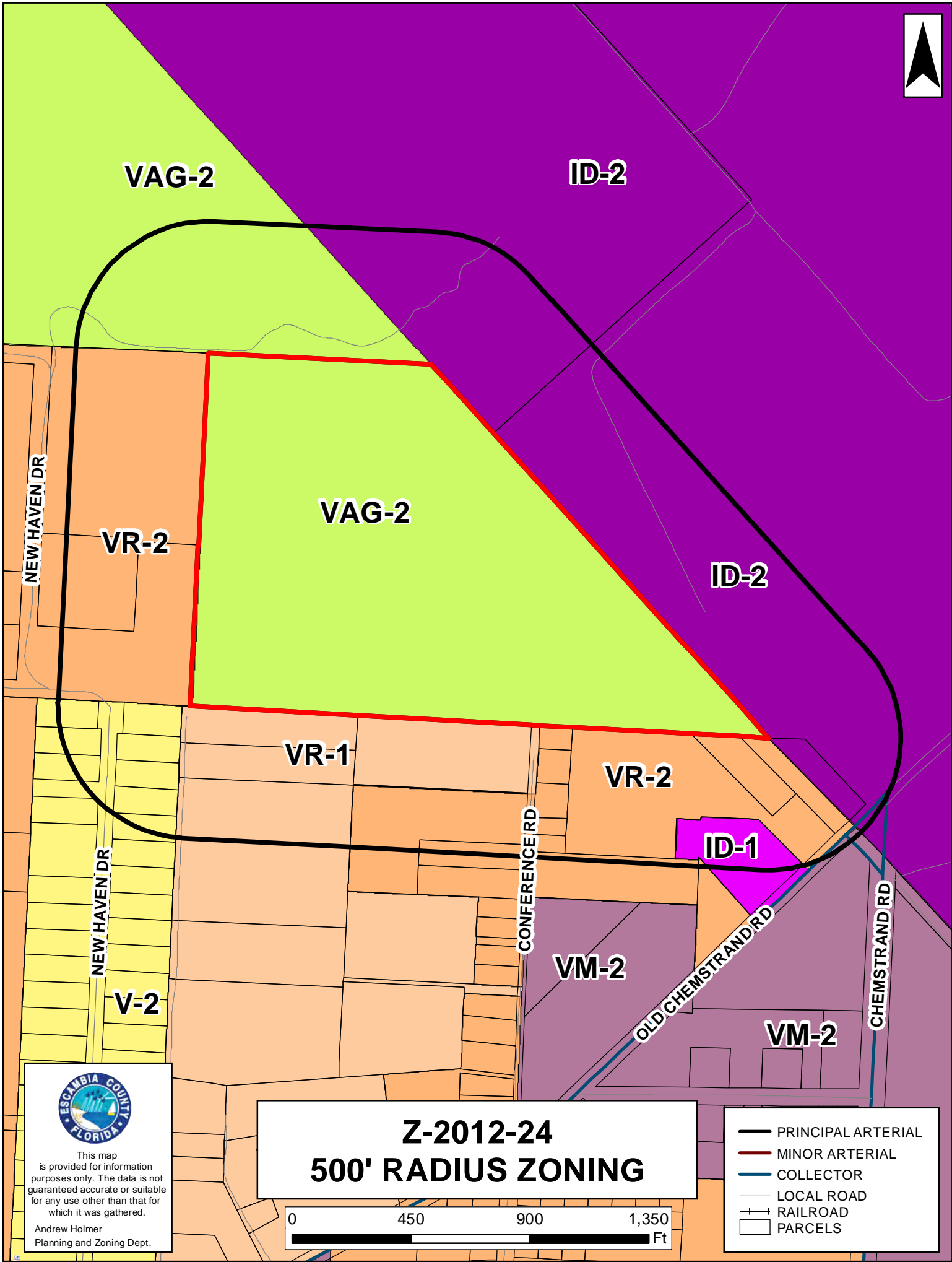
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
 Planning and Zoning Dept.

Z-2012-24 LOCATION MAP



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



VAG-2

ID-2

VAG-2

VR-2

ID-2

VR-1


VR-2

ID-1

VM-2

V-2

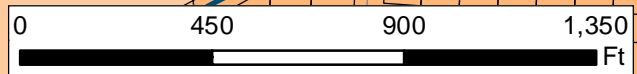
VM-2



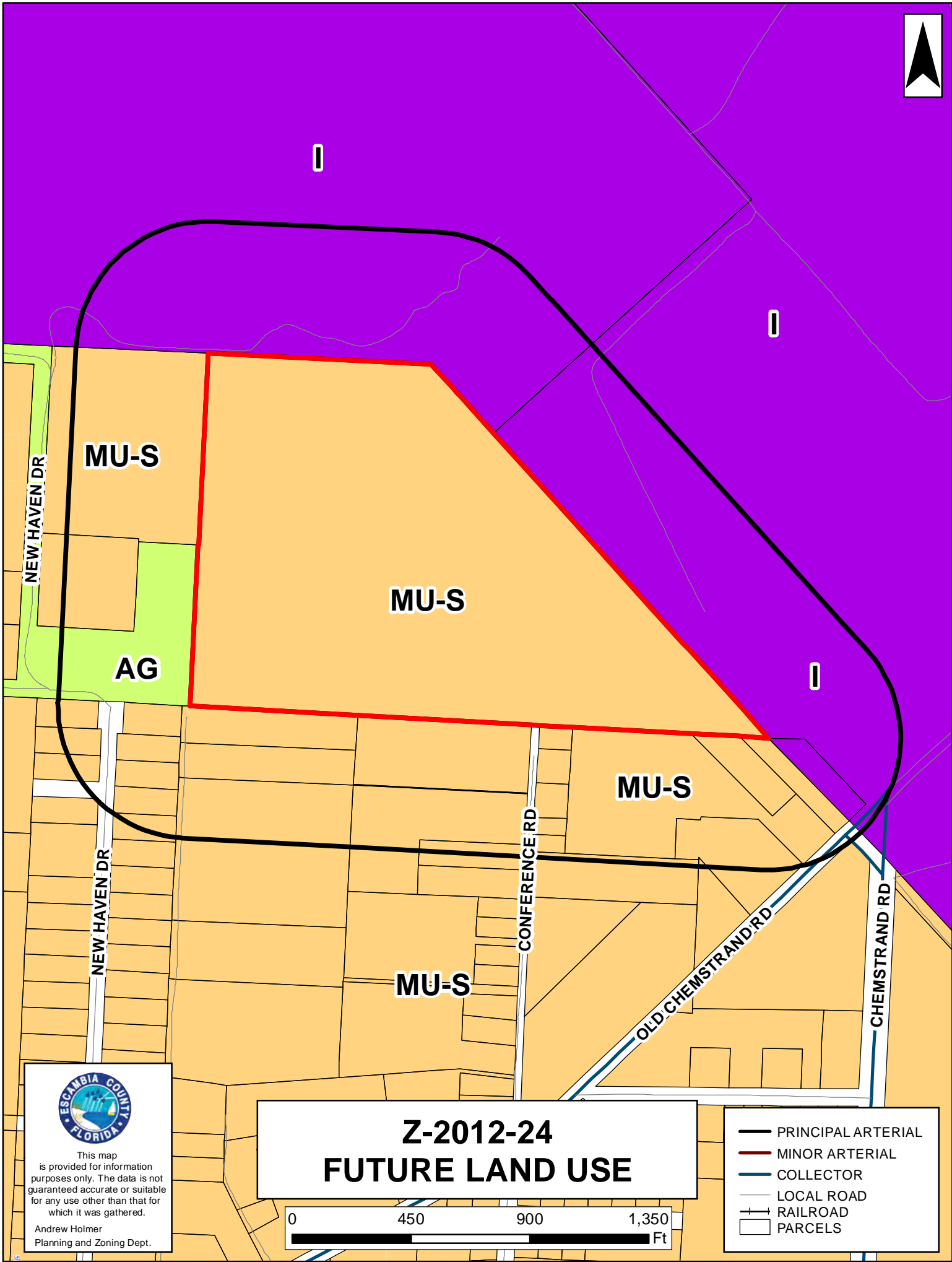
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-24 500' RADIUS ZONING



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



MU-S

MU-S

AG

MU-S

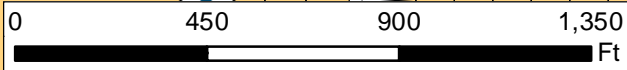
MU-S



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-2012-24 FUTURE LAND USE



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



ECUA PROPERTY

ASCEN PERFORMANCE MATERIALS

INDUST

COM

NEW HAVEN DR

NEW HAVEN DR

CONFERENCE RD

OLD CHEMSTRAND RD

CHEMSTRAND RD

R

R

R

R

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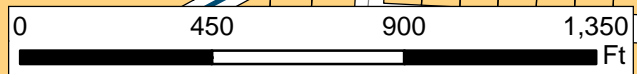
R



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Andrew Holmer
Planning and Zoning Dept.

Z-2012-24 EXISTING LAND USE



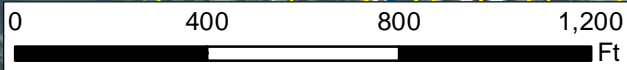
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS



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-2012-24 AERIAL MAP



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



Public Hearing Sign



**Looking North onto
the Subject Property**



Looking Southeast from the Parcel



**Looking South from
the Subject Property
along Conference
Road**



**Looking Southwest
from the Subject
Property along
Conference Road**



**Looking Northwest
onto the Subject
Property.**



Development Services Department
Escambia County, Florida

APPLICATION

Please check application type: Conditional Use Request for: _____
 Administrative Appeal Variance Request for: _____
 Development Order Extension Rezoning Request from: VAG-2 to: V2

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

Owner(s) Name: Warren T. Brown & L. Kathleen Horton-Brown Phone: 850-982-1907
 Address: 1700 Osceola Boulevard Pensacola 32503 Email: ted@greatgulfc coast.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: 1100 Conference Road Pensacola 32533

Property Reference Number(s)/Legal Description: 10-1N-30-4001-000-000

By my signature, I hereby certify that:

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

[Signature]
Signature of Owner/Agent

Warren T. Brown
Printed Name Owner/Agent

7-20-12
Date

L. Kathleen Horton-Brown
Signature of Owner

L. Kathleen Horton-Brown
Printed Name of Owner

7-20-12
Date

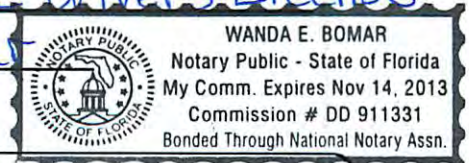
STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 20th day of July 2012
 by Warren T. Brown and L. Kathleen Horton-Brown

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

Wanda E. Bomar
Signature of Notary
(notary seal must be affixed)

Wanda E. Bomar
Printed Name of Notary



FOR OFFICE USE ONLY CASE NUMBER: 2012-24
 Meeting Date(s): PB 10/8/12 BCC 11/1/12 Accepted/Verified by: A Cain Date: 9/6/12
 Fees Paid: \$ 1,050 Receipt #: _____ Permit #: PRZ120900024

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



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 1100 Conference Road Pensacola, Florida, Florida, property reference number(s) 10-1N-30-4001-000-000

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.

Agent Name: Wiley C. "Buddy" Page Email: budpage1@mchsi.com
Address: 5337 Hamilton Lane Pace, FL 32571 Phone: 850-232-9853

Signature of Property Owner (Warren T. Brown)

Warren T. Brown
Printed Name of Property Owner

7-20-12
Date

Signature of Property Owner (L. Kathleen Horton-Brown)

L. Kathleen Horton-Brown
Printed Name of Property Owner

7-20-12
Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 20th day of July 20 12, by Warren T. Brown and L. Kathleen Horton-Brown

Personally Known OR Produced Identification Type of Identification Produced: FL Drivers License

Signature of Notary (Wanda E. Bomar)

Wanda E. Bomar
Printed Name of Notary

(Notary Seal)



By: *[Signature]*

THIS INSTRUMENT PREPARED
BY FLETCHER FLEMING
OF S., F., D. & M. ✓
SEVENTH FLOOR SEVILLE TOWER
PENSACOLA, FL

42.00
887.60

SPECIAL WARRANTY DEED

THIS DEED is made as of July 31, 1998, between **CHAMPION REALTY CORPORATION**, a Delaware corporation, whose address is Two Greenspoint Plaza, 16825 Northchase Drive, Suite 800, Houston, Texas 77060-6087, herein called the "Grantor", the successor by merger to **CHAMPION REALTY CORPORATION (FLORIDA)**, and **WARREN TED BROWN and L. KATHLEEN HORTON-BROWN**, whose address is 40 Audusson, Pensacola, Florida 32507, herein called the "Grantee". (As used herein, the terms Grantor and Grantee shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors, or assigns.)

WITNESSETH, that the Grantor in consideration of **ONE AND NO/100 DOLLARS (\$1.00)** and other valuable considerations paid by the Grantee, receipt and sufficiency of which are hereby acknowledged, has **GRANTED, BARGAINED, SOLD, and CONVEYED** and by these presents does hereby **GRANT, BARGAIN, SELL, and CONVEY** unto the Grantee forever all of that certain property, including any improvements thereon, in Escambia County, Florida, described as follows:

A portion of Government Lot 4, Fractional Section 10, Township 1 North, Range 30 West, Escambia County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

Grantor does not intend to convey by this instrument, and no warranty of title shall apply to, such valid mineral and royalty interests in the Subject Tract as may heretofore appear of record in the public records of Escambia County, Florida, in favor of third parties and/or predecessors in title to Grantor. Grantor excepts from this conveyance and expressly reserves unto itself, its successors and assigns, in perpetuity, an undivided fifty percent (50%) of all royalty in and to all the oil, gas, sulfur, fissionable materials, and all other minerals of every kind and description not heretofore reserved, retained by, or conveyed to Grantor's predecessors in title or third parties and which are in and under and that may be produced or saved from the Subject Tract, including, without limitation, an undivided fifty percent (50%) of any royalty created in any present or future oil, gas or mineral lease covering said mineral estate in the Subject Tract. Grantor further reserves and retains for itself and its successors and assigns an undivided fifty percent (50%) of any and all lease bonuses, delay rentals and other compensation paid to Grantee with respect to any future lease or leases covering any portion of the mineral estate herein conveyed to Grantee. Notwithstanding the foregoing, in no event shall Grantor's royalty interest be less than 1/16th of 8/8ths of said oil, gas or other minerals produced or saved from the mineral estate in the Subject Tract hereby conveyed. It is agreed that these reserved interests shall be for the benefit of and be owned by Grantor, and its successors in interest, and that in no event by warranty, estoppel, reversion, or otherwise, shall Grantee or Grantee's successors in interest acquire any additional mineral interests in the Subject Tract other than that conveyed herein. **NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE MINERAL ESTATE HEREIN CONVEYED, IF ANY, IS CONVEYED BY GRANTOR TO GRANTEE WITHOUT WARRANTY AS TO TITLE OR CONDITION, IT BEING UNDERSTOOD AND AGREED BY AND BETWEEN GRANTOR AND GRANTEE THAT SAID MINERAL ESTATE, IF ANY, IS CONVEYED BY GRANTOR TO GRANTEE "AS IS, WHERE IS AND WITH ALL FAULTS."**

FINDINGS:

There are wetlands on the premises that must be protected through the development process but there is adequate property not impacted by these wetlands and, therefore, the proposed development would not adversely impact the natural environment.

CRITERIA 6

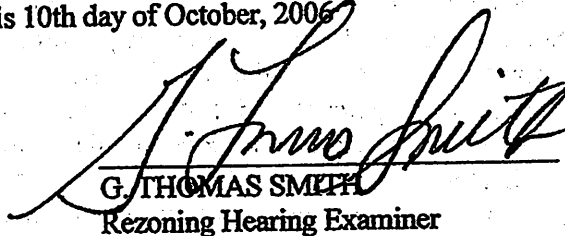
Will the proposed amendment permit uses that will result in a logical and orderly development pattern.

FINDINGS:

Development for uses permitted within the C-2 zoning district would result in a logical and orderly development pattern.

IT IS HEREBY RECOMMENDED THAT THE REZONING AMENDMENT RECLASSIFYING THE PROPERTY FROM C-1, RETAIL COMMERCIAL DISTRICT (CUMULATIVE) TO C-2, GENERAL COMMERCIAL AND LIGHT MANUFACTURING DISTRICT, (CUMULATIVE) BE GRANTED.

RECOMMENDED this 10th day of October, 2006



G. THOMAS SMITH
Rezoning Hearing Examiner

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on July 29, 1998, by
ROBERT D. MAGNUSSEN, Secretary of *CHAMPION REALTY CORPORATION*, a Delaware
corporation, on behalf of the corporation. He produced his Texas driver's license
for identification and did not take an oath.

Mary M. Tucker

Notary Public in and for
the State of Texas

My commission expires: _____

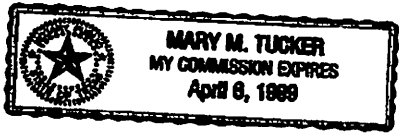


EXHIBIT "A"

PROPERTY DESCRIPTION

BEGIN AT A 4" ROUND CONCRETE MONUMENT, UNNUMBERED, MARKING THE SOUTHEAST CORNER OF GOVERNMENT LOT 4, FRACTIONAL SECTION 10, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 88 DEGREES 08 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4 AS FIELD MONUMENTED, A DISTANCE OF 2183.38 FEET TO A 1" IRON PIPE, UNNUMBERED, MARKING THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4 OF SAID FRACTIONAL SECTION 10; THENCE GO NORTH 01 DEGREES 28 MINUTES 02 SECONDS EAST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 4 AS FIELD MONUMENTED A DISTANCE OF 1317.06 FEET (1320 FEET, DEED) TO A 4"x4" CONCRETE MONUMENT, UNNUMBERED; THENCE GO SOUTH 88 DEGREES 34 MINUTES 20 SECONDS EAST A DISTANCE OF 855.87 FEET TO A 6"x6" CONCRETE MONUMENT, UNNUMBERED, LYING ON THE MOST NORTHEASTERLY LINE OF THE AFORESAID GOVERNMENT LOT 4 OF SAID FRACTIONAL SECTION 10 (ALSO LYING 1323.46 FEET PERPENDICULAR FROM THE SOUTH LINE OF SAID GOVERNMENT LOT 4); THENCE GO SOUTH 43 DEGREES 26 MINUTES 21 SECONDS EAST ALONG SAID NORTHEASTERLY LINE OF GOVERNMENT LOT 4 OF SAID FRACTIONAL SECTION 10 AS FIELD MONUMENTED A DISTANCE OF 1881.47 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PROPERTY IS SITUATED IN FRACTIONAL SECTION 10, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY FLORIDA, AND CONTAINS 46.10 ACRES.

THE SUBJECT TRACT IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE "AS IS", AND WITH ALL FAULTS AND OTHER THAN THE WARRANTY OF TITLE HEREIN MADE, GRANTOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESSED, IMPLIED OR STATUTORY, WITH RESPECT TO THE SUBJECT TRACT. GRANTEE, BY GRANTEE'S ACCEPTANCE HEREOF, AGREES THAT GRANTEE IS NOT RELYING ON ANY WARRANTY OR REPRESENTATION OF GRANTOR OR ANY AGENT, EMPLOYEE, REPRESENTATIVE, DIRECTOR OR OFFICER OF GRANTOR, AND THAT GRANTEE IS ACQUIRING THE SUBJECT TRACT "AS IS", SUBJECT TO ALL FAULTS AND WITHOUT ANY EXPRESSED OR IMPLIED WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO THE CONDITION OF THE SUBJECT TRACT, HABITABILITY, TENANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR THE ENVIRONMENTAL CONDITION OF THE SUBJECT TRACT AND THE PRESENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS THEREON AND GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES. GRANTEE HAS DETERMINED (I) THE PHYSICAL CONDITION OF THE SUBJECT TRACT AND THAT THERE IS NO DEFECT OR CONDITION WHICH IS UNACCEPTABLE TO GRANTEE, (II) WHETHER ANY PORTION OF THE SUBJECT TRACT LIES IN ANY FLOOD PLAIN, FLOODWAY OR ANY SPECIAL FLOOD HAZARD AREA, (III) WHETHER ANY GEOLOGICAL FAULT OR UNSATISFACTORY SOIL CONDITION EXISTS ON ANY PORTION OF THE SUBJECT TRACT, AND (IV) THAT ALL ENVIRONMENTAL CONDITIONS RELATING TO THE SUBJECT TRACT ARE ACCEPTABLE TO GRANTEE.

IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

CHAMPION REALTY CORPORATION

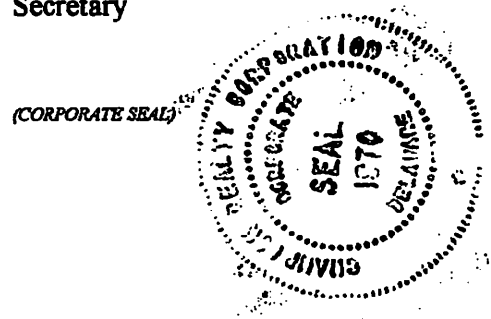
Brenda Gonzalez
Name: BRENDA GONZALEZ

By: [Signature]

Name: Robert D. Magnussen

Title: Secretary

Ann Cowper
Name: Ann Cowper



TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances, unto the Grantee in fee simple. And the Grantor hereby covenants with the Grantee that at the time of the delivery of this deed, Grantor has good right, full power and lawful authority to convey the Subject Tract, that Grantee may peaceably and quietly enjoy and possess the Subject Tract, that the Subject Tract is free from encumbrances made by the Grantor unless set forth in this deed and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under the Grantor, but against none other.

Grantor hereby imposes the reservations, covenants and restrictions set forth on Exhibit "B" attached hereto and by this reference made a part hereof, as reservations, covenants and restrictions against the Subject Tract running with the title thereto and Grantee, by acceptance of this deed, acknowledges such reservations, covenants and restrictions and agrees that it and its successors and assigns shall be bound by same. The Grantor, for and on behalf of itself, and the Grantee, by Grantee's acceptance hereof and for and on behalf of Grantee and Grantee's successors and assigns, covenant and agree that:

- (a) Nothing contained herein shall imply that any other property of Grantor shall be subject to restrictions applicable to the Subject Tract, and no restrictions shall be created hereby with respect to other property owned by Grantor, whether by negative implication or otherwise.
- (b) In the event any one, or more of these covenants and agreements shall become or be held invalid, by reason of abandonment, waiver, or judicial decision, same shall in no wise affect or impair the validity of the other covenants and agreements which shall remain in full force and effect.

The foregoing restrictions may be enforced, waived or modified at any time in such manner as permitted or prescribed by law. Further, in the event that title to all or any portion of the Subject Tract shall be revested in Grantor or Grantor's successors or assigns, then Grantor or its successors or assigns as the case may be, in its or their sole discretion, may modify or remove any of such restrictions insofar as the same shall affect any part of the Subject Tract, the title to which has been so revested in Grantor or its successors or assigns.

This conveyance and the foregoing warranties are subject to ad valorem taxes levied or which may become a lien subsequent to December 31 of the calendar year next preceding the date hereof, to lawful and validly enforceable claims of third persons, if any, under or with respect to the matters or items listed in Exhibit "C" attached hereto and made a part hereof for all purposes (hereinafter called the "Permitted Encumbrances"), and subject, also, to any rules, regulations, and subdivision, zoning, planning or platting ordinances, if any, affecting the Subject Tract, promulgated by state, county, municipal or other authorities, in effect at the time of this conveyance. The references to lawful claims, if any, of third persons contained herein in connection with the Permitted Encumbrances are made for the exclusive purpose of exceptions from the Grantor's warranty herein, and no reference or recital herein contained shall operate to enlarge, recognize, ratify, revive or confirm rights, if any, of third person.

EXHIBIT "B"

RESTRICTIONS

1. No structure of a temporary character, trailer (exclusive of mobile homes and/or manufactured housing), basement, tent, shack, garage, barn or other outbuilding shall be used on the Subject Tract at any time as a residence, either temporarily or permanently.
2. The Subject Tract shall not be used or maintained as a dumping ground for hazardous materials, junk, rubbish or trash.
3. The Subject Tract shall not be used to store junk, wrecked cars or other similar material.
4. No hogs or swine may be placed or kept upon the Subject Tract.
5. No use shall be made of the word or name "Champion" in any designation of or representation with respect to the Subject Tract.
6. No part of the Subject Tract or any improvements situated thereon shall be put to any industrial, manufacturing or other use which may become an annoyance or nuisance to the neighborhood, or which may be offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration or pollution, including, but not limited to, factories, or which are hazardous by reason of the excessive danger of fire or explosion.
7. The Subject Tract may only be used for those purposes that comply with the zoning and other rules, regulations, laws and ordinances of Escambia County, Florida, the State of Florida, and the United States of America, including, without limitation, those regulations governing septic tanks and sewage disposal systems, solid waste disposal, subdivisions and development in general. Notwithstanding the foregoing, no "hazardous waste", "hazardous substance" or "toxic waste", as defined by applicable State and/or Federal law, shall be generated, manufactured, produced, released, discharged, disposed of, transported to, stored, used or maintained on the Subject Tract at any time.

Except for paragraph 5 above which shall not terminate under any circumstances, these restrictions shall terminate thirty (30) years after the date of the Deed.

EXHIBIT "C"

PERMITTED ENCUMBRANCES

Those matters and things reflected by the survey by Northwest Florida Engineering & Surveying, Inc., identified as its Project No. 10-9841, dated May 27, 1998, revised June 11, 1998, June 19, 1998 and July 7, 1998 and all matters affecting title to the Subject Tract as shown in the Official Records of Escambia County, Florida.



Edmisten & Associates

Ecological Consultants

June 14, 2010

Ted Brown
1700 Osceola Blvd.
Pensacola, FL 32503

RE: Preliminary Wetland Jurisdictional Determination: Old Chemstrand Site

Dear Ted:

Edmisten & Associates has completed an assessment of the jurisdictional wetlands on the ca. 47-acre site identified as parcel number 10-1N-30-4001-000-000 by the Escambia County Property Appraiser. This assessment included an analysis of plant communities, wetland hydrology indicators and soils in accordance with federal and state procedural guidelines. These analyses resulted in the identification of wetland within the jurisdiction of both the US Army Corps of Engineers (COE) and the Florida Department of Environmental Protection (FDEP). The boundary of this jurisdictional area was identified in the field with red surveyors' flagging and located via GPS. The boundary is further depicted on the enclosed aerial photograph where wetlands are highlighted yellow. We have our GPS and GIS data on disc and available for your surveyor. The data is in State Plane, NAD 83 (feet).

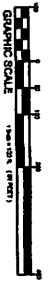
Any development in the wetland portion of the subject property will require permits from both the COE and the FDEP. Please be advised that the markings on the enclosed map are approximate. A survey will be required to obtain accurate information on the exact areas (e.g. ft²) of wetland and upland on your property.

A wetland delineation performed by an ecological consultant represents the professional opinion of the scientist that performed the work. Only the regulatory agencies can establish a legal and binding jurisdictional boundary. Verification of our delineation will take place during the permitting process should you proceed with development on this site. Wetland permitting in Northwest Florida is a complicated process that is easiest to discuss in person. We are available to consult with you regarding permitting and development options if you wish. Our consulting fee is \$250 for the first hour and \$90 per hour for subsequent work.

We appreciate this opportunity to be of service. If you have any questions about this property or wetland issues in general, we will be happy to assist.

Respectfully,
Joe A. Edmisten, Inc. & Associates

Glen A. Miley M.S., P.W.S.
Professional Wetland Scientist
General Partner
0084.006\chemstrand 061410 jdreport



KATHY'S CREEK SUBDIVISION

PROPERTY I.D. 10-1N-30-4001-000-000

PENSACOLA, FLORIDA

SECTION 10, TOWNSHIP 1 NORTH, RANGE 30 WEST

ESCAMBIA COUNTY, FLORIDA

ZONED: VAG-2

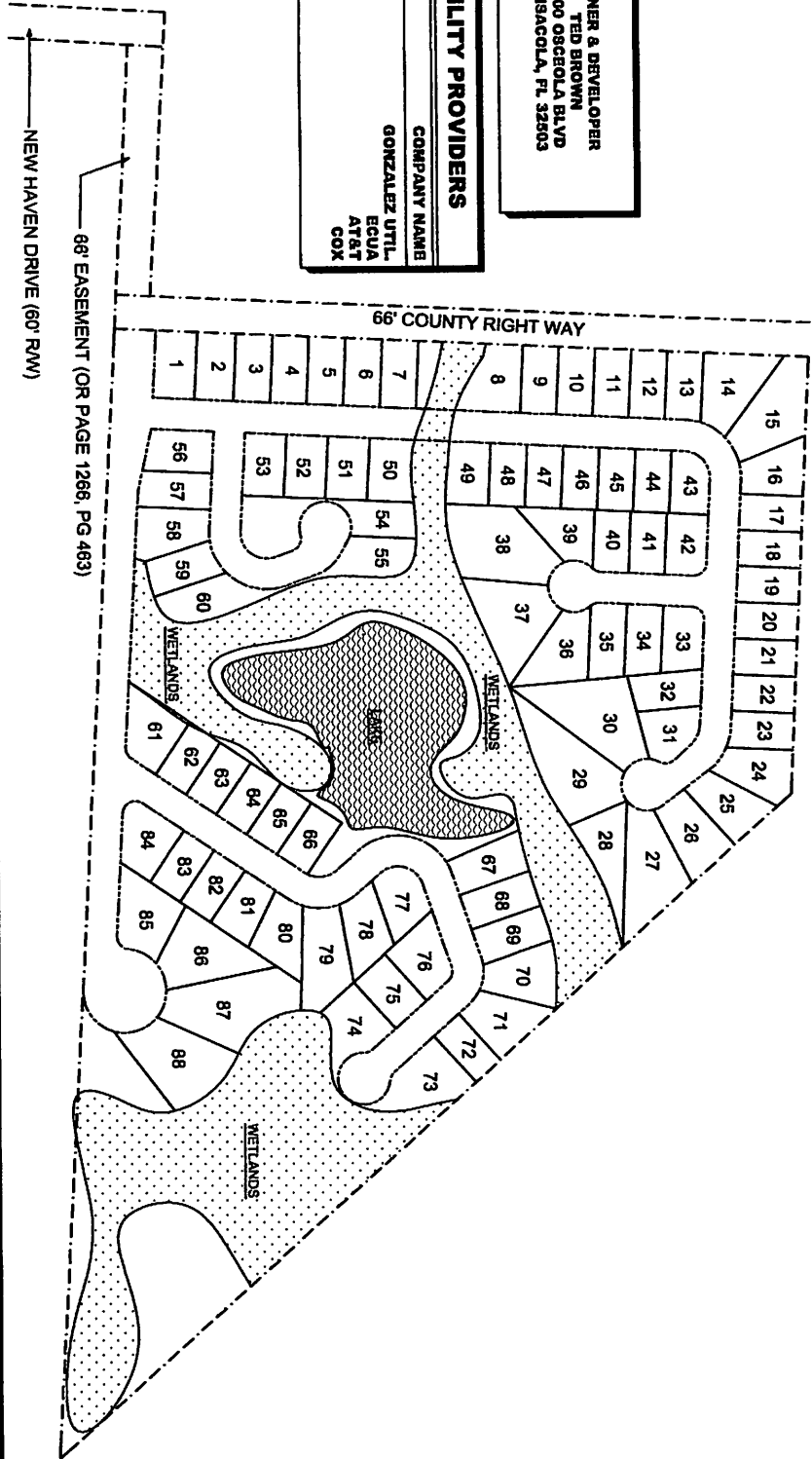
A PLANNED 88 LOT SUBDIVISION

46.10 ACRES

APRIL 2012

OWNER & DEVELOPER
TED BROWN
 1700 OSCEOLA BLVD
 PENSACOLA, FL 32503

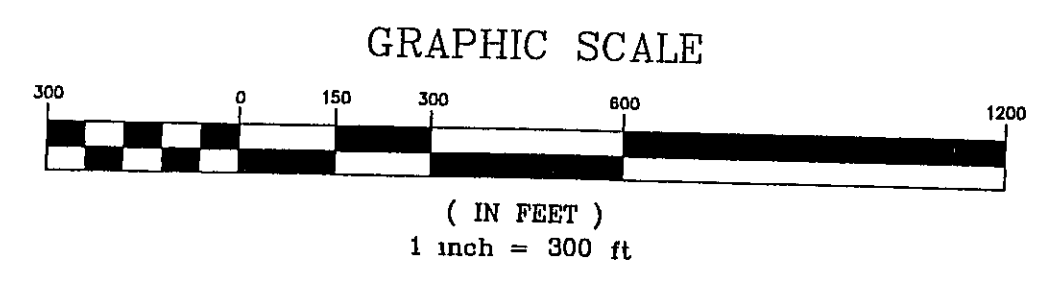
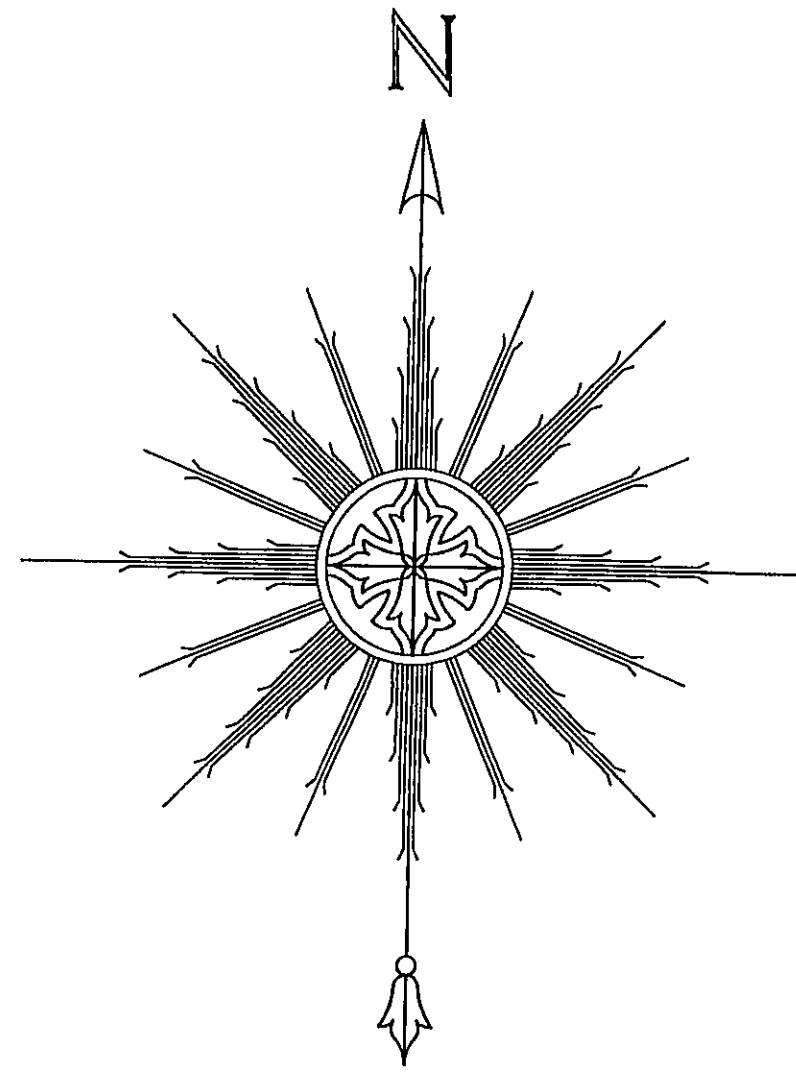
UTILITY PROVIDERS	
ITEM	COMPANY NAME
WATER	GONZALEZ UTIL.
SEWER	ECUA
PHONE	AT&T
CABLE	COX



KATHY'S CREEK OVERALL LAYOUT ESCAMBIA COUNTY FLORIDA		PREPARED BY: _____ DATE: _____
		CHECKED BY: _____ DATE: _____

A BOUNDARY SURVEY

OF: A PORTION OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.



DESCRIPTION AS FURNISHED: FBSE16
53.00 ACRES SECTION 10, TOWNSHIP 1N, RANGE 30W, SOUTH 1320 FEET OF
GOVERNMENT LOT 4

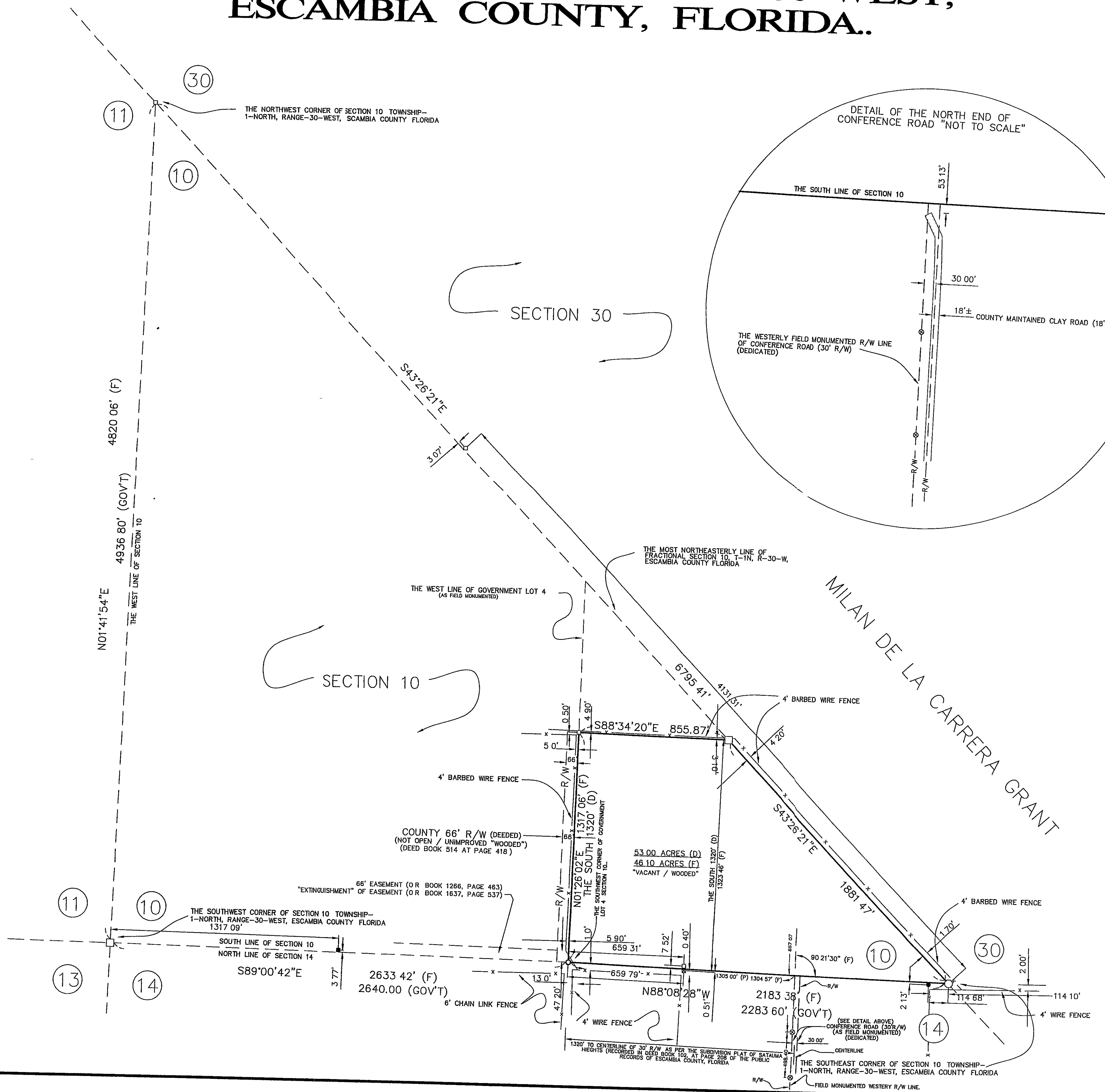
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT A 4" ROUND CONCRETE MONUMENT UNNUMBERED, MARKING THE SOUTHEAST CORNER OF
GOVERNMENT LOT 4, FRACTIONAL SECTION 10, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA
COUNTY, FLORIDA, THENCE GO NORTH 88 DEGREES 08 MINUTES 28 SECONDS WEST ALONG THE SOUTH
LINE OF SAID GOVERNMENT LOT 4 AS FIELD MONUMENTED, A DISTANCE OF 2183.38 FEET TO
A 1" IRON PIPE, UNNUMBERED, MARKING THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4
ALONG THE WEST LINE OF SAID GOVERNMENT LOT 4 AS FIELD MONUMENTED, THENCE GO SOUTH 88
DEGREES 34 MINUTES 20 SECONDS EAST A DISTANCE OF 855.87 FEET TO A 6"x6" CONCRETE
MONUMENT UNNUMBERED, LYING ON THE SOUTHWEST CORNER OF THE AFORESAID GOVERNMENT
LOT 4 OF SAID FRACTIONAL SECTION 10 (ALSO LYING 1320 FEET PERPENDICULAR FROM THE
SOUTH LINE OF SAID GOVERNMENT LOT 4), THENCE GO SOUTH 43 DEGREES 26 MINUTES 21 SECONDS
EAST ALONG SAID NORTHEASTLY LINE OF GOVERNMENT LOT 4 OF SAID FRACTIONAL SECTION 10
AS FIELD MONUMENTED A DISTANCE OF 1881.47 FEET TO THE POINT OF BEGINNING. THE ABOVE
DESCRIBED PROPERTY IS SITUATED IN FRACTIONAL SECTION 10, TOWNSHIP 1 NORTH, RANGE 30 WEST,
ESCAMBIA COUNTY FLORIDA, AND CONTAINS 46.10 ACRES

- GENERAL NOTES:**
- THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 88 DEGREES 08 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF THE PROPERTY
 - THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED AND TO EXISTING FIELD MONUMENTATION
 - THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS
 - THE ENCROACHMENTS ARE AS SHOWN
 - NO TITLE SEARCH WAS PROVIDED NOR PERFORMED BY NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC. FOR THE SUBJECT PROPERTY THERE MAY BE DEEDS OF RECORD UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF THE SUBJECT PROPERTY
 - THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE X, BASE FLOOD ELEVATION N/A FEET, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, (UNINCORPORATED AREAS), COMMUNITY PANEL NUMBER 120080-0185 E, REVISED JANUARY 21, 1998
 - THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP

- DENOTES**
- 6"x6" CONCRETE MONUMENT UNNUMBERED (FOUND)
 - 4"x4" CONCRETE MONUMENT NUMBERED 1041 (FOUND)
 - 1" IRON PIPE UNNUMBERED (FOUND)
 - ⊕ 4" x 4" CONCRETE MONUMENT UNNUMBERED (FOUND)
 - ⊕ 4" x 4" CONCRETE MONUMENT NO. 3027 (FOUND)
 - ⊕ 4" ROUND CONCRETE MONUMENT UNNUMBERED (FOUND)
 - ⊕ 1/2" CAPPED IRON ROD NUMBERED 0340 "BDC" (FOUND)
 - R/W RIGHT OF WAY
 - (D) DEED OR DESCRIPTION INFORMATION
 - (F) FIELD INFORMATION
 - (GOV'T) GOVERNMENT INFORMATION
 - ± MORE OR LESS

CERTIFIED TO
WARREN TED BROWN
L. KATHLEEN HORTON - BROWN
CHAMPION REALTY CORPORATION
SHELL FLEMING, DAVIS, AND MENGE

NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC
1500 NORTH PALAFOX STREET, PENSACOLA, FLORIDA 32501
E. Wayne Parker 05/27/98
E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3683 CORPORATE NUMBER 4882
STATE OF FLORIDA



NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC
 A PROFESSIONAL SERVICE ORGANIZATION
 1500 N. PALAFOX ST.
 PENSACOLA, FL 32501
 (850) 438-1082

REQUESTED BY: RUSS TORIAN
 CHAMPION REALTY CORPORATION

NO	DATE	APPR	REVISIONS
1	6/11/98	EP	REVISE LEGAL DESCRIPTION, AND ADD CONFERENCE ROAD
2	6/19/98	EP	ADD FIELD MONUMENTED RIGHT OF WAY OF CONFERENCE ROAD
3	7/7/98	EP	REVISE WEST RIGHT OF WAY LINE OF COUNTY 66' R/W

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED LAND SURVEYOR

DRAWN: T.W.J.
 CHECKED: T.R.S.
 DATE: 5/27/98

SCALE: 1"=300'
 PARTY CHIEF: E.M.W. T.W. & S.I. FIELD BOOK: 1041

PROJECT NO: 10-9841
 INDEX: 10 OF 1 SHEET

R:\SURV\SURVEYS\9841-98 Tue Jul 07 15:41:32 1998



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: 10-8-12

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2012-24

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

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:

[checked] 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-2012-25

1 Staff, was notice of this hearing sent to the
 2 interested parties?
 3 MR. LEMOS: Yes, sir, it was.
 4 MR. BRISKE: Was that notice also posted on the
 5 subject property?
 6 MR. LEMOS: Yes, sir, it was.
 7 MR. BRISKE: If there are no objections by
 8 Mr. Page, we'll present the maps and the
 9 photographs.
 10:17 10 MR. TATE: Can we -- it's very similar to the
 11 last one.
 12 MS. SINDEL: Ask legal.
 13 MR. BRISKE: Since it has been accepted as the
 14 staff's findings, it's very similar, that I think
 15 everyone is in agreement.
 16 MR. WEST: I would ask the Applicants' agent to
 17 make sure they have no objection.
 18 MR. BRISKE: Mr. Page, if you will come
 19 forward, sir. Let's go ahead and at least get you
 10:18 20 sworn in on the record here.
 21 (Wiley C. "Buddy" Page sworn.)
 22 MR. PAGE: Mr. Chairman, Buddy Page, 5337
 23 Hamilton Lane, Pace, Florida. Understanding the
 24 procedural issues here this morning, if there are no
 25 speakers to sign up we certainly would adopt the
 TAYLOR REPORTING SERVICES, INCORPORATED



1 * * *
 2 CASE NO: Z-2012-25
 Location: 617 North 70th Avenue & 7008 West Jackson
 3 Street
 From: R-2, Single-Family District (cumulative)
 4 Low-Medium Density
 To: C-2NA, General Commercial and Light
 5 Manufacturing District (cumulative); no sale
 of alcohol allowed
 6 Requested by: Freddy Powell, Owner
 7 MR. BRISKE: Our next case is Z-2012-25. The
 8 Applicant is Freddy Powell, the owner, 617 North
 9 70th Avenue and 7008 West Jackson Street, R-2,
 10:19 10 Single-Family District, to C-2NA, General Commercial
 11 and Light Manufacturing, no sale of alcohol allowed
 12 in this request.
 13 Once again, members of the Planning Board, has
 14 there been any ex parte communication between you,
 15 any of the agents, attorneys, witnesses, other
 16 Planning Board members or members of the general
 17 public prior to this hearing? I'll also ask if you
 18 have visited the subject property and disclose if
 19 you are a relative, business associate of any of the
 10:20 20 Applicants or their agents.
 21 MS. ORAM: No to all.
 22 MS. HIGHTOWER: No to all.
 23 MR. GOODLOE: No to all except I have visited
 24 the site.
 25 MR. WOODWARD: No to all. I know where it is.
 TAYLOR REPORTING SERVICES, INCORPORATED

1 staff's findings as our own.
 2 MR. BRISKE: At this time I do not have anyone
 3 from the public signed up to speak. Is there anyone
 4 here from the public who wishes to speak on Case
 5 Z-2012-24? Hearing none.
 6 Mr. Page, you're accepting the staff's
 7 Findings-of-Fact into evidence?
 8 MR. PAGE: Yes, sir.
 9 MR. TATE: Yes, sir, since it's Mr. Page,
 10:19 10 should we drag it out?
 11 (Motion by Mr. Tate.)
 12 MR. TATE: I would like to move -- I move that
 13 we recommend approval and agree with staff's
 14 Findings-of-Fact for this rezoning Case Z-2012-24.
 15 MR. GOODLOE: Second.
 16 MR. BRISKE: We have a motion and a second.
 17 Any discussion? All those in favor, say aye.
 18 (Board members vote.)
 19 MR. BRISKE: Opposed? The motion carries.
 10:19 20 (The motion passed unanimously.)
 21 MR. BRISKE: Probably the easiest one you've
 22 ever done.
 23 MR. PAGE: Indeed. Thank you.
 24 (Conclusion of Z-2012-24. Transcript continues
 25 on Page 79.)
 TAYLOR REPORTING SERVICES, INCORPORATED



1 MR. BRISKE: The Chairman has visited the
 2 site, but no to all the other questions.
 3 MR. TATE: No to all.
 4 Ms. DAVIS: No to all.
 5 MR. BRISKE: Mr. Wingate.
 6 MR. WINGATE: I have visited the site and no
 7 personal contact.
 8 MS. SINDEL: No to all other than a site visit.
 9 MR. BRISKE: Thank you.
 10:20 10 Staff, was the notice of the hearing sent to
 11 all interested parties?
 12 MR. HOLMER: Yes, sir, it was.
 13 THE COURT: Was that notice also posted on the
 14 subject property?
 15 MR. HOLMER: Yes, sir.
 16 MR. BRISKE: If there are no objections from
 17 Mr. Powell, staff will now present the maps and
 18 photographs.
 19 (Presentation of Maps and Photographs.)
 10:21 20 MR. HOLMER: Yes, sir, once again this is
 21 rezoning Case Z-2012-25. This is the location map.
 22 The property there is at the intersection of West
 23 Jackson and North 70th. This is an aerial map of
 24 the site. Within that red line it is two parcels:
 25 The one that is fronting on Jackson and the other
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 one behind to the north there is on 70th. This is
 2 our Future Land Use map showing it to be Mixed Use
 3 Urban. The existing land use map of the site
 4 showing residential all the way around except for
 5 one auto repair up 70th. This is the 500-foot
 6 zoning map showing within that radius R-2 zoning.
 7 This is the public hearing sign posted at the
 8 front along Jackson Street. This is looking north
 9 from that intersection of Jackson and 70th. This is
 10:22 10 looking east on Jackson. And looking west along
 11 Jackson. This is looking northeast from Jackson
 12 heading up 70th. This is looking southeast from the
 13 front of the subject property to homes that are
 14 across Jackson. This is due south from the
 15 property. Looking down 71st. This is looking
 16 further up 70th looking west to the property. This
 17 is looking northwest on 70th from near the front of
 18 the property towards the second parcel. This is
 19 looking northeast across 70th. And here is the
 10:23 20 500-foot mailing radius map.
 21 MR. BRISKE: Board members, any questions on
 22 the maps or photography? Thank you.
 23 Mr. Powell, if you will, please come forward,
 24 sir. Good morning, sir. Please be sworn in.
 25 (Freddy Powell sworn.)
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 MR. BRISKE: Please state your name and address
 2 for the record.
 3 MR. POWELL: Freddy Powell, 7008 West Jackson
 4 Street.
 5 MR. BRISKE: Thank you, sir. Have you received
 6 a copy of the rezoning hearing package with the
 7 staff's findings?
 8 MR. POWELL: I have.
 9 MR. BRISKE: Do you understand that you have
 10:23 10 the burden of providing substantial competent
 11 evidence that the proposed rezoning is consistent
 12 with the Comprehensive Plan, also furthers the
 13 goals, objectives and policies of that plan and is
 14 not in conflict with the Land Development Code?
 15 MR. POWELL: Yes.
 16 MR. BRISKE: Thank you, sir. Please proceed.
 17 MR. POWELL: Well, in the beginning I did not
 18 realize the building was not zoned at C-1 when I
 19 purchased it. And it's always been a commercial
 10:24 20 building. It was a commercial building before
 21 zoning ever went into effect, from what I
 22 understand, sir. And I wish to continue having it
 23 as C-2 so I can provide my printing, which I do
 24 there, and operate in the manner in which I can
 25 continue.
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 MR. BRISKE: On the staff's findings there are
 2 a couple of criterion that they have said are not
 3 consistent with the County's code. Did you care to
 4 address those specifically?
 5 MR. POWELL: Truthfully, I do not know all of
 6 this. This is nothing I understand, a lot of this,
 7 so. I know how to run a printing press and that's
 8 what I do well. I do not understand all the
 9 questions they have here and I need help.
 10:25 10 MR. BRISKE: Perhaps what you may want to do is
 11 allow the staff to do their presentation and in the
 12 areas where they feel it's not consistent you may be
 13 able to have a rebuttal to those questions. It is
 14 the Applicant's burden to prove their case. The
 15 staff does the findings based on what the Land
 16 Development Code and the Comprehensive Plan say. So
 17 if you're okay with that, we'll let the staff do
 18 their presentation and we'll give you an
 19 opportunity.
 10:26 20 MR. POWELL: I would like that. Thank you.
 21 MR. BRISKE: Thank you, sir. Have a seat and
 22 we'll have them go through them.
 23 (Presentation by Drew Holmer, previously
 24 sworn.)
 25 MR. HOLMER: Andrew Holmer, Senior Planner.
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 Once again, this is Rezoning Case 2012-25.
 2 As to the first criterion, is it consistent
 3 with the Future Land Use category. The proposed
 4 amendment to C-2NA is consistent with the intent and
 5 purpose of the Future Land Use category Mixed Use
 6 Urban because the intent of this Future Land Use
 7 category is to allow for a mix of residential and
 8 nonresidential uses such as retail sales,
 9 professional offices and light industrial uses.
 10:26 10 MR. BRISKE: Andrew, check your mike to make
 11 sure it's on.
 12 MR. HOLMER: Thank you.
 13 As to the second criterion, being compatible
 14 with the Land Development Code, the proposed
 15 amendment is not consistent with the intent and
 16 purpose of the Land Development Code due to the fact
 17 that all the surrounding parcels are R-2. The
 18 proposed amendment would constitute spot zoning as
 19 defined in Article 3. The parcels are located along
 10:27 20 Jackson Street, a collector roadway, and 70th
 21 Avenue, a local roadway. Therefore, the proposed
 22 rezoning does not meet the locational criteria for
 23 C-2 as stated in LDC 7.20.06.
 24 Criterion (3) deals with compatibility with
 25 surrounding uses. The proposed amendment is not
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1 compatible with surrounding existing uses in the
 2 area. Within the 500-foot radius impact area, staff
 3 observed properties with the zoning district R-2, as
 4 well as being classified for residential use.
 5 Criterion (4). As to the fourth criterion, any
 6 changed conditions, staff found no changed
 7 conditions that would impact the amendment or this
 8 property.
 9 Criterion (5), effect on the natural
 10:28 10 environment. According to the National Wetland
 11 Inventory wetlands and hydric soils were not
 12 indicated on the subject property. When applicable,
 13 further review during the site plan review process
 14 will be necessary to determine if there would be any
 15 significant adverse impact on the natural
 16 environment.
 17 Criterion (6). This is the criterion dealing
 18 with development patterns. The proposed amendment
 19 would not result in a logical and orderly
 10:28 20 development pattern. The use of parcels adjoining
 21 to and surrounding the parcels in question are
 22 residential and the entire area is zoned R-2,
 23 residential district. Thank you.
 24 MR. BRISKE: I have one question for you,
 25 Drew. When was the property transferred to
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 Mr. Powell as owner? I believe he indicated that he
 2 may have just acquired it recently. Do we have that
 3 information?
 4 MR. HOLMER: I could look it up.
 5 MR. BRISKE: Let's just ask Mr. Powell.
 6 MR. POWELL: I obtained the property
 7 approximately seven years ago and by all records
 8 this was always commercial property by ECUA prior to
 9 me getting it. So I did not realize that it was R-2
 10:29 10 until this come up with the zoning, with the
 11 environmental code coming around and telling me
 12 this.
 13 MR. BRISKE: Let me just ask a question of
 14 staff. Has this been operating as a nonconforming
 15 use then, Horace?
 16 MR. JONES: Yes.
 17 MR. POWELL: Yes, it has.
 18 MR. KERR: It's always been zoned R-2. The use
 19 classification that Mr. Powell is referring to, I
 10:30 20 believe, is one that either he said ECUA, so I'm
 21 assuming it's something they put on their bills, but
 22 it a nonconforming use. He continued a
 23 nonconforming use. He could continue it as such
 24 without having to rezone currently.
 25 MR. BRISKE: Okay.
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 MR. POWELL: That's true and I understand that
 2 part, but they said it would benefit me if I could
 3 take it and take it to C-2NA. That way I could
 4 operate it as a business without having any problems
 5 with zoning.
 6 MR. BRISKE: Let's explore that issue of the
 7 nonconforming going forward at this point.
 8 MR. KERR: I believe the issue really goes to
 9 something that may be related to the business, but I
 10:30 10 believe that -- a little history. I'm not sure
 11 anyone from Code Enforcement is here, but there was
 12 a complaint filed because of a large amount of stuff
 13 being stored outside. I believe there's some
 14 trailers and some vehicles and some other things
 15 that are stored outside and, of course, R-2 zoning
 16 prohibits that. So I think that was the impetus
 17 that brought Mr. Powell to our office was in an
 18 effort to maintain the ability to store whatever he
 19 wanted to store outside. He could continue
 10:31 20 operating the printing business without a problem,
 21 but he would not be able to store the vehicles and
 22 whatever other things that are out there. So that's
 23 the question. If he were to be zoned C-2, C-2
 24 allows for outdoor storage.
 25 MR. GOODLOE: Mr. Chairman.
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 MR. BRISKE: Yes, sir.
 2 MR. GOODLOE: I would like to ask the staff,
 3 was this also a --
 4 MR. BRISKE: We'll come back to you.
 5 MR. GOODLOE: It will come to me in a minute.
 6 I got it. I got it. I'm back. I apologize for
 7 that. Was this a code enforcement issue, as well?
 8 MR. KERR: Yes, I believe to begin with.
 9 That's what brought it to our attention. Mr. Powell
 10:32 10 came to our office in response to some information
 11 that he had received from the Code Enforcement
 12 office.
 13 MR. POWELL: They say I can't have my sign out
 14 front. I can have a banner on the front of the
 15 building I understand. Is that not true? And that
 16 doesn't help much. I can't have a trailer outside.
 17 I transport equipment in and out. As I need
 18 equipment or sell equipment, I need my trailers. I
 19 have one large 40-foot trailer that I have for
 10:32 20 storage. They say I can't have that now. So that's
 21 how come I wanted to change it to C-2NA.
 22 And I understand it was always a commercial
 23 building before zoning ever went into existence
 24 even. It's been there that long. It's an all
 25 concrete building, concrete roof, concrete walls,
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 concrete floor. It's now my home.
 2 MR. BRISKE: Okay. As I think Mr. Tate stated
 3 in one of our previous cases, we have to be able to
 4 provide substantial and competent evidence or
 5 alternate findings if we're going to find in favor.
 6 This is a pretty big jump from an R-2 up to a C-2,
 7 because there's some pretty dramatic increases in
 8 the requirements that go along with there.
 9 MR. POWELL: I understand that, sir.
 10:33 10 MR. BRISKE: I guess what I would say is right
 11 now number two, number three and number six, if you
 12 will address those specifically. I understand that
 13 you've been operating there and I believe that's why
 14 the rules are in place to allow nonconforming uses
 15 to continue. However, if there's something that's
 16 not in compliance and Horace will give us the full
 17 background of that. If it's something that's in
 18 compliance, you can still be in violation of the
 19 codes and have Code Enforcement come out. So just
 10:34 20 give everyone a background on that, please, as far
 21 as nonconforming uses.
 22 MR. JONES: Yes. Again, he came in for a
 23 home-based business, which he can continue a
 24 home-based business, no customers, the criteria and
 25 law, no signage, no outside storage, a home-based
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1 business facility.
 2 However, there are some uses out there on site
 3 that are nonconforming, so, therefore, that would
 4 require a request for a rezoning, which he did
 5 request for a C-2NA, but again we told him as you
 6 heard him state that if he wanted to continue his
 7 home-based business, fine. This is his place of
 8 residence. He lives there. That's the challenge.
 9 MR. BRISKE: Okay.
 10:35 10 MR. POWELL: I don't know where to begin.
 11 Which one?
 12 MS. SINDEL: Start from the top.
 13 MR. BRISKE: If you're in agreement with
 14 finding number one, then I would just ask -- because
 15 number two is one that they show is not consistent.
 16 So, again, it would be your burden to prove the
 17 three that are not consistent.
 18 MR. POWELL: Okay. They told me it would be
 19 nonconsistent because there's no other businesses,
 10:36 20 but there is an auto repair place within 500 feet of
 21 my place down the street on 70th. Two blocks away
 22 there's a strip mall. Approximately six or
 23 eight blocks away on Jackson and Fairfield there is
 24 another business.
 25 MR. BRISKE: Bring up the map so he can
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1 identify these businesses.
 2 MR. POWELL: Some aren't even shown from what I
 3 understand on the map.
 4 MR. BRISKE: It's a possibility they may be
 5 just like your business and be nonconforming uses
 6 that have gone forward.
 7 MR. POWELL: Well, the strip mall has been
 8 there for I know 40 years.
 9 MR. BRISKE: Where is that located on this
 10:36 10 map?
 11 MR. POWELL: Two blocks on Jackson.
 12 MR. BRISKE: Let's go back to the map that
 13 shows the uses, please. Right there. Stay on that
 14 one.
 15 MR. POWELL: It's on Jackson Street to the
 16 east.
 17 MR. BRISKE: Is it outside of that radius?
 18 MR. POWELL: Yes, sir, it is. It's two blocks.
 19 MR. BRISKE: You had mentioned another
 10:37 20 business.
 21 MR. POWELL: There's another business on 70th
 22 Street. Bring the cursor on down. Right -- well,
 23 up. Right about there. Right there at that R.
 24 There's one right there. It's an auto repair
 25 business. It's got a sign out front and it's got a
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1 big repair shop in the back.
 2 MR. BRISKE: Is it the one that's identified it
 3 says SF and auto repair; is that where it would be
 4 located?
 5 MR. POWELL: Yes.
 6 MR. TATE: Is that single-family, is that what
 7 that means?
 8 MR. HOLMER: Single-family home in the front
 9 there. There's an auto repair business in the back.
 10:37 10 They do have a sign. I don't know exactly when they
 11 were established, but that is the parcel that it's
 12 located on.
 13 MR. POWELL: I know it's been there over
 14 12 years because I've been at my location for over
 15 12 years.
 16 MR. BRISKE: Any other questions on that?
 17 Okay. We want to give you the opportunity to get as
 18 much of your information on the record as you can.
 19 MR. POWELL: This I'm not very good at and I
 10:38 20 don't mind admitting it. I'm very ignorant in this
 21 fact.
 22 MR. BRISKE: You're doing fine.
 23 MR. POWELL: No, I'm not. I know I'm not when
 24 I'm up here trying to fumble through this. I have
 25 no idea what I'm talking about on 90 percent of it.
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1 MS. SINDEL: Well, you've done a really very
 2 very good job of surmising it. It appears that this
 3 is where you live and you run a home-based business
 4 and what we're telling you is as the County as a
 5 whole basically, because of it being zoned as your
 6 home and a home-based business, that you can't do
 7 the outdoor storage and we're specific about what
 8 type of signage you can or cannot have, and to allow
 9 that to change we basically said to you you need to
 10 get rezoned.

10:39

11 MR. POWELL: That's correct.

12 MS. SINDEL: Then we take the six criteria for
 13 rezoning and we tell you that you don't meet them
 14 all. I'm sure sometime it can be kind of a
 15 convoluted process, kind of a square peg, round hole
 16 concept. But you truly have done a lovely job of
 17 helping us understand.

18 MR. POWELL: I understand this was before and
 19 why can't it be grandfathered in, as they say, to
 20 C-1, C-2, because there was a business there for the
 21 last 40 years?

10:39

22 MS. SINDEL: What we often do is we try to
 23 avoid that grandfather word for a litany of reasons,
 24 but when we talk about something being a
 25 nonconforming or a nonconditional use, we'll

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1 oftentimes let you continue to do that line of
 2 business sometimes until you sell the property then
 3 we make it start meeting current rule. I think the
 4 problem we're running into is the code violations
 5 kind of raised a red flag.

6 MR. POWELL: That's because I had the trailer
 7 more than anything else.

8 MS. SINDEL: That would be it.

9 MR. POWELL: Right.

10:40

10 MR. BRISKE: I think just to add to what
 11 Ms. Sindel is saying is that a nonconforming use
 12 allows you to continue to use the property as long
 13 as there's no violations. Changing the zoning on
 14 it, as we said in one of the earlier cases, it
 15 actually changes the entire parcel to what is
 16 available to go forward. So anything that could be
 17 allowed in --

18 (Cell phone ringing.) Horace again.

19 -- anything that could be allowed in the C-2.

10:40

20 MR. KERR: Mr. Jones now owes us two dozen
 21 donuts.

22 MR. POWELL: I think it should be Kentucky
 23 Fried Chicken for all of us.

24 MR. BRISKE: That's right. It is lunchtime.

25 MS. SINDEL: Good point.

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1 MR. BRISKE: Back to what I was saying is that
 2 if the Board recommended an upzoning like that, then
 3 you would be placing a C-2 parcel in the middle of
 4 basically an all residential area and I think that's
 5 exactly why the staff's finding say that it's not
 6 compatible.

7 MR. POWELL: I understand, sir.

8 MR. WOODWARD: May I?

9 MR. BRISKE: Yes, sir.

10:41

10 MR. POWELL: Help me.

11 MR. WOODWARD: I'm looking at a map here on my
 12 cell phone that shows more than this does and by my
 13 recollection it seems to me that there's places of
 14 business at almost every intersection all the way
 15 out Jackson --

16 MR. POWELL: Yes, sir, there is.

17 MR. WOODWARD: -- from New Warrington Road
 18 until you get to Fairfield and I don't go beyond
 19 that point, but I mean I go to the butcher shop out
 20 there, so I go down that road all the time. It

10:41

21 seems to me that every corner has got some kind of
 22 business on it except for one or two. So either
 23 those corners are inconsistent prior uses or there
 24 has been zoning consistently given to people who own
 25 property abutting an intersection like that. So

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1 what's the story? Are all of those shopping centers
 2 and strip malls and that sort of thing that's out
 3 that direction noncompliant or do they have -- or
 4 have they come and gotten -- are they conditional?

5 MR. POWELL: At 77nd and Jackson Street there's
 6 an automobile repair place.

7 MR. WOODWARD: Well, there's a television place
 8 out there and a place that sells clocks.

9 MR. POWELL: Yes, that's at the little strip
 10 mall.

10:42

11 MR. WOODWARD: And that's 67th or something
 12 like that.

13 MR. POWELL: Yes, 65th. You go on up the road
 14 there's a pet salon place and a -- good grief -- and
 15 a motorcycle repair stop. Like you said, you can go
 16 up and down Jackson every four or three blocks there
 17 is a shop of some sort, a business of some sort.
 18 And this is a not a spot thing.

19 MR. BRISKE: Mr. Kerr had a comment he wanted
 20 to make.

10:43

21 MR. KERR: Thank you, Mr. Chairman. To answer
 22 Mr. Woodward's question, it is a mixed bag on
 23 Jackson Street. There are a number of properties
 24 who have commercial enterprises on them, businesses
 25 that are zoned for residential purposes. There are

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1 commercial -- there are businesses there that are
 2 located on properties that have some commercial
 3 zoning. Again, in this particular instance, we're
 4 looking at the surrounding zonings within the area
 5 of influence, which as you can see on the map is R-2
 6 there. Also the C-2 zoning has a locational
 7 criteria, which means that it can only -- C-2 zoning
 8 is only appropriate within, I believe, a quarter
 9 mile from the intersection of an arterial and a
 10:44 10 collector or an arterial and an arterial. 70th
 11 Street is a local street. Jackson Street is
 12 considered a collector. Therefore, the locational
 13 criteria has not been met so it doesn't meet the
 14 Land Development Code.

15 MR. TATE: I have a question of staff. As I'm
 16 looking at this map as it exists, you see the R-6
 17 there? That big chunk of R-2 at the top left is a
 18 mobile home. I think that's functionally an R-5. I
 19 mean, it's R-2. I'm just kind of building a case
 10:45 20 here. It's actually listed as R-2, but obviously
 21 mobile home parks don't exist in an R-2 or can't.
 22 The automotive repair that's in the R-2, the same
 23 thing, doesn't and shouldn't exist in an R-2. This
 24 particular facility doesn't and shouldn't exist in
 25 an R-2, but they're there and they're working.

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1 My question is even at an R-6, which is still a
 2 residential use but allows for some business
 3 applications or an R-5 there's still an issue of
 4 storage; is that not correct?
 5 MR. HOLMER: Yes, sir.
 6 MR. POWELL: I can't have my trailers out
 7 there, anything at all outside the building at all.
 8 Now, Lillian Highway is a highway, which is one
 9 block away. There is businesses right on the corner
 10:45 10 right there at 70th and Lillian Highway. There's a
 11 strip mall there. I mean, I'm surrounded by other
 12 businesses.

13 MR. TATE: It's really not the business or the
 14 use that's getting anybody here, it's the storage,
 15 it's the external, what you've done surrounding the
 16 property or on the property and that's where the
 17 struggle is, because even in a functional
 18 perspective that some of these are acting as R-6 or
 19 maybe C-1 type businesses, there's still the
 10:46 20 storage, which is not allowed.

21 I think that's where our big struggle is at
 22 because turning this into a C-2 property has nothing
 23 to do with what you do while you're there and you're
 24 operating. It has everything to do with what
 25 happens to that property when you move, you sell,

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1 you're gone, somebody else has ownership of that
 2 property. That's where my struggle is at with this
 3 particular case, not what you're doing and not how
 4 you're using it, but just what happens in the
 5 future. And that doesn't change the real issue, the
 6 storage.

7 MR. POWELL: If I didn't have the storage,
 8 would that make any difference?

9 MS. SINDEL: Yes.

10:47 10 MS. DAVIS: Yes.

11 MR. TATE: You wouldn't have to be here.

12 MS. SINDEL: Code enforcement wouldn't have
 13 looked at it.

14 MR. POWELL: No, I'm saying with changing it to
 15 C-2NA.

16 MR. BRISKE: Well, that's still a considerable
 17 upzoning from an R-2 to a C-2. There would still be
 18 the locational criteria for the arterial collector
 19 roads and such.

10:47 20 MR. KERR: Yes, sir, that is correct.

21 MR. HOLMER: And C-1 outdoor storage is only
 22 allowed as a conditional use in the rear yard and
 23 covered and screened.

24 MR. GOODLOE: Is that something you can
 25 accomplish? Can you put it in the rear yard and
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1 screen it from the street?

2 MR. POWELL: Yes, sir.

3 MR. GOODLOE: Does that meet his criteria,
 4 then, the code's criteria?

5 MR. HOLMER: That would be for Board of
 6 Adjustment in a C-1. He would still need to rezone
 7 and still meet the locational criteria.

8 MR. BRISKE: It would not be allowed in his
 9 current zoning?

10:48 10 MR. KERR: No, sir.

11 MR. TATE: In the current location.

12 MS. DAVIS: What about R-6?

13 MR. KERR: R-6 has the same locational
 14 criteria.

15 MR. TATE: A lot of the neighborhood is
 16 functioning as an R-6, R-5, R-6, but to jump to a C
 17 is just...

18 MR. BRISKE: We do have someone signed up to
 19 speak. We'll give you a chance to give closing
 10:48 20 discussion.

21 Let's go ahead an open up the public comment
 22 portion. Again, I'll remind everyone for those
 23 members of the public who wish to speak on the
 24 matter, please note that Planning Board bases our
 25 decision on the criteria and exceptions described in

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1 Section 2.08.02.D of the Land Development Code.
 2 During our deliberations, we don't consider general
 3 statements or support or opposition. We ask that
 4 you limit your testimony to those criteria and
 5 exceptions that have been outlined. Please note
 6 that only people who are here today and speak on the
 7 record in front of the Planning Board will be
 8 allowed to speak at the subsequent Board of County
 9 Commissioners meeting.

10:49 10 Ms. Nancy Clark, please.
 11 Good morning, ma'am. We'll ask that you be
 12 sworn in, please.
 13 (Nancy Clark sworn.)
 14 MR. BRISKE: Please state your name and address
 15 for the record.
 16 MS. CLARK: I'm Nancy Clark and I'm nervous,
 17 and my address is 7119 West Jackson.
 18 MR. BRISKE: Thank you. I'm nervous myself.
 19 Don't worry about it. You may proceed, please.

10:50 20 MS. CLARK: Thank you. There are two other
 21 neighbors present. They made me the designated
 22 speaker. And three other neighbors wanted to come
 23 but due to illness could not.
 24 MR. BRISKE: Unfortunately, you can only speak
 25 for yourself. If they wish to speak, they will have
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1 to come up and say it themselves.
 2 MS. CLARK: My property is directly across the
 3 street from Mr. Powell's. I would submit that there
 4 are many more residences in that immediate area than
 5 there are businesses. This is an old neighborhood.
 6 We've got enough challenges to deal with. I
 7 personally want to see it revitalized and brought
 8 back to a better looking place. My place does look
 9 good. I don't see a reason to make any exception to
 10 what is already zoned there. Anybody, if you do
 11 that, could open a business and be working from
 12 their homes and I don't want to see that happen. I
 13 think it's a challenge to the integrity and fabric
 14 of the neighborhood.
 15 The property that y'all are discussing is
 16 actually an atrocity. It's in deplorable condition.
 17 I was present at a meeting in July with some
 18 residents of the area and the County Commissioner
 19 and that property was the subject of some discussion
 10:51 20 during that meeting.
 21 Some people do take pride in our neighborhood.
 22 I'm one of them. I don't see how changing it is
 23 going to benefit the community not one bit. I think
 24 it would benefit the Applicant for the rezoning.
 25 It is mostly residential and I know that, of
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1 course, it wasn't always a commercial business
 2 because I lived across the street from it when it
 3 was a vacant lot and then a business did go in.
 4 Apparently we weren't notified about that or we
 5 would have appeared to object to it then, but, you
 6 know, to use the term always is inaccurate because
 7 it has not always been a business.
 8 But I think it's an eyesore. I think it
 9 affects property values. And really I never see any
 10:52 10 activity at that place. It may be a business, but I
 11 don't see any activity there.
 12 MR. BRISKE: Ms. Clark, I have one question
 13 for you. How long have you lived on your site?
 14 MS. CLARK: Sixty plus years.
 15 MR. BRISKE: So you have been there definitely
 16 before the zoning requirements came in.
 17 MS. CLARK: I'm a squatter.
 18 MR. BRISKE: I understand. Any other questions
 19 for Ms. Clark? Thank you so much, ma'am.

10:52 20 MS. CLARK: You're welcome.
 21 MR. BRISKE: Ms. Clark made mention of some
 22 other folks. Does anyone else wish to speak on this
 23 matter? Please keep in mind -- yes, sir. We'll
 24 have you submit one of our speaker request forms if
 25 you wish to speak. All right, sir. While we're
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1 getting that, please be sworn in.
 2 (Keith Clark sworn.)
 3 MR. BRISKE: Good morning, sir. I believe
 4 you're Mr. Keith Clark. Please state your name and
 5 address for the record.
 6 MR. CLARK: Keith Clark. I currently reside in
 7 Mary Esther. I've lived -- and that was my mother
 8 who just spoke. I lived at 7119 West Jackson for
 9 over 45 years. I think that y'all saw through the
 10:53 10 motive of the Applicant. He's frustrated with the
 11 code enforcement. He's frustrated with the complete
 12 storage of junk that's on his property. So he wants
 13 to now ignore Code Enforcement and take it to a C-2
 14 and then everything will be resolved. I think it's
 15 important that you saw his motive, his reason behind
 16 it of wanting to change it because of his lack of
 17 compliance with Code Enforcement. That's all I have
 18 to say.
 19 MR. BRISKE: Any questions? Thank you, sir.

10:53 20 Does anyone else wish to speak on this matter?
 21 Hearing none, I will close the public hearing
 22 portion of the meeting.
 23 Mr. Powell, you have an opportunity to make
 24 some closing statements to the Board, if you wish.
 25 MR. POWELL: I thank you for a listening to me
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1 and that's all I can say. Thank you, sir.
 2 MR. BRISKE: Thank you, sir. Pleasure of the
 3 Board.
 4 (Motion by Mr. Goodloe.)
 5 MR. GOODLOE: Mr. Chairman, I move that we deny
 6 the rezoning application Z-2012-25 from R-2 to C-2NA
 7 to the Board of County Commissioners and adopt the
 8 Findings-of-Fact provided in the rezoning hearing
 9 package.
 10:54 10 MS. SINDEL: Second.
 11 MR. BRISKE: We have a motion and a second.
 12 Discussion? All those in favor of the motion,
 13 please say aye.
 14 (Board members vote.)
 15 MR. BRISKE: Opposed?
 16 (None.)
 17 (The motion passed unanimously.)
 18 MR. BRISKE: Unfortunately, it's been requested
 19 for denial, sir. You do have an opportunity to go
 10:55 20 in front of the Board of County Commissioners and
 21 plead further. Those individuals that spoke today
 22 also will have an opportunity to address the
 23 commissioners as well during that case, so. Thank
 24 you.
 25 (Conclusion of Case Z-2012-25.)
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1 We are going to at this time close the
 2 quasi-judicial hearing -- I want to thank our court
 3 reporter for being here with us, Linda -- and move
 4 directly into our regular Planning Board meeting.
 5 (The Quasi-Judicial proceedings concluded at
 6 11:00 a.m.)
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1 CERTIFICATE OF REPORTER
 2
 3 STATE OF FLORIDA
 4 COUNTY OF ESCAMBIA
 5
 6 I, LINDA V. CROWE, Court Reporter and Notary
 7 Public at Large in and for the State of Florida, hereby
 8 certify that the foregoing Pages 2 through 106 both
 9 inclusive, comprise a full, true, and correct transcript of
 10 the proceeding; that said proceeding was taken by me
 11 stenographically, and transcribed by me as it now appears;
 12 that I am not a relative or employee or attorney or counsel
 13 of the parties, or relative or employee of such attorney or
 14 counsel, nor am I interested in this proceeding or its
 15 outcome.
 16 IN WITNESS WHEREOF, I have hereunto set my hand
 17 and affixed my official seal on 19th day of October 2012.
 18
 19
 20 LINDA V. CROWE, COURT REPORTER
 Notary Public - State of Florida
 My Commission No.: DD 848081
 My Commission Expires: 02-05-2013
 21
 22
 23
 24
 25
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Planning Board-Rezoning

5. D.

Meeting Date: 10/08/2012

CASE : Z-2012-25

APPLICANT: Freddy Powell, Owner

ADDRESS: 617 N. 70th Ave & 7008 W
Jackson St

PROPERTY REF. NO.: 11-2S-31-5410-001-001;11-2S-31-5410-000-000

FUTURE LAND USE: MU-U, Mixed Use Urban

DISTRICT: 1

OVERLAY DISTRICT: N/A

BCC MEETING DATE: 11/01/2012

SUBMISSION DATA:

REQUESTED REZONING:

FROM: R-2, Single Family Residential

TO: C2NA, General Commercial and Light Manufacturing District (cumulative); no sale of alcohol 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) 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.

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 C2NA is **consistent** with the intent and purpose of Future Land Use category Mixed Use Urban as stated in CPP FLU 1.3.1 because the intent of this future land use category is to allow for a mix of residential and nonresidential uses such as retail sales, professional offices and light industrial uses.

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.

6.05.16K. C-2NA zoning designation. If a parcel is designated as C-2NA, then notwithstanding any other provision of this section, bars, nightclubs, and adult entertainment uses shall be **prohibited uses for that parcel**. Any applicant for a rezoning to the C-2 zoning district may request a C-2NA zoning designation. Such request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved, in conformance with Section 2.08.00 of this land development code, a property owner must apply for a rezoning to C-2 in order to remove the designation. The C-2NA zoning designation shall apply to all subsequent owners unless and until the parcel is rezoned to the C-2 zoning district without the C-2NA zoning designation.

B. Permitted uses.

1. Any use permitted in the C-1 district.
2. Amusement and commercial recreational facilities such as, but not limited to, amusements parks, shooting galleries, miniature golf courses, golf driving ranges, baseball batting ranges and trampoline centers.
3. Carnival-type amusements when located more than 500 feet from any residential district.
4. Distribution warehousing, and mini-warehouses with ancillary truck rental services.
5. New and used car sales, mobile home and motorcycle sales and mechanical services. No intrusions are permitted on the public right-of-way (see section 6.04.09).
6. Automobile rental agencies. No intrusions are permitted on the public right-of-way (see section 6.04.09).
7. Truck, utility trailer, and RV rental service or facility. No intrusions are permitted on the public right-of-way (see section 6.04.09).
8. Automobile repairs, including body work and painting services.
9. Radio broadcasting and telecasting stations, studios and offices with on-site towers 150 feet or less in height. See section 7.18.00 for performance standards.

10. Commercial food freezers and commercial bakeries.
11. Building trades or construction office and warehouses with outside on-site storage.
12. Marinas, all types including industrial.
13. Cabinet shop.
14. Manufacturing, fabrication and assembly type operations which are contained and enclosed within the confines of a building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare.
15. Commercial communication towers 150 feet or less in height.
16. Taxicab companies.
17. Bars and nightclubs.
18. Boat sales and service facilities.
19. Boat and recreational vehicle storage. (No inoperable RVs, untrailer boats, repair, overhaul or salvage activity permitted. Storage facility must be maintained to avoid nuisance conditions as defined in section 7.07.06.)
20. Adult entertainment uses subject to the locational criteria listed below (See Escambia County, Code of Ordinances sections 18-381 through 18-392 for definitions and enforcement; additionally refer to Chapter 6, article IV, Division 2, titled "Nudity and Indecency"). However, these C-2 type uses are not permitted in the Gateway Business Districts.
 - a. Adult entertainment uses must meet the minimum distances as specified in the following locational criteria:
 - (1) One thousand feet from a preexisting adult entertainment establishment;
 - (2) Three hundred feet from a preexisting commercial establishment that in any manner sells or dispenses alcohol for on-premises consumption;
 - (3) One thousand feet from a preexisting place of worship;
 - (4) One thousand feet from a preexisting educational institution;
 - (5) One thousand feet from parks and/or playgrounds;
 - (6) Five hundred feet from residential uses and areas zoned residential within the county.
21. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
22. Temporary structures. (See section 6.04.16)
23. Arcade amusement centers and bingo facilities.
24. Outdoor sales.
25. Other uses similar to those permitted herein. Determination on other permitted uses shall be made by the planning board (LPA).

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

- A. General commercial land uses shall be located at or in proximity to intersections of arterial/arterial roadways or along an arterial roadway within one-quarter mile of the intersection.
- B. They may be located along an arterial roadway up to one-half mile from the intersection provided that all of the following criteria are met:
 1. Does not abut a single-family residential zoning district (R-1, R-2, V-1, V-2, V-2A or V-3);
 2. Includes a six-foot privacy fence as part of any required buffer and develops the required landscaping and buffering to ensure long-term compatibility with adjoining uses as described in Policy 7.A.3.8 and Article 7;
 3. Negative impacts of these land uses on surrounding residential areas shall be minimized by placing the lower intensity uses on the site (such as stormwater ponds and parking) next to abutting residential dwelling units and placing the higher intensity uses (such as truck loading zones and dumpsters) next to the roadway or adjacent commercial properties;
 4. Intrusions into recorded subdivisions shall be limited to 300 feet along the collector or arterial roadway and only the corner lots in the subdivision;

5. A system of service roads or shared access facilities shall be required, to the maximum extent feasible, where permitted by lot size, shape, ownership patterns, and site and roadway characteristics;
6. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.

FINDINGS

The proposed amendment **is not consistent** with the intent and purpose of the Land Development Code due to the fact all surrounding parcels are R-2 and the proposed amendment would constitute spot zoning as defined in Article 3.00 Definitions. The parcels are located along Jackson Street, a collector roadway and 70th Avenue, a local roadway therefore the proposed rezoning does not meet the locational criteria for C-2 as stated in 7.20.06.

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 the zoning district R-2 as well have being classified as residential use.

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 not** result in a logical and orderly development pattern. The use of parcels adjoining to and surrounding the parcel are residential and the entire area is zoned R-2, Residential District.

Rezoning Criteria:

A. Consistency with the Comprehensive Plan:

Rezoning to a C2-NA will be consistent with the Comprehensive Plan because the property of 7008 W. Jackson Street is a commercial retail building in which currently I have a printing shop. According to the comprehensive plan retail is allowed in a C2-NA zone. The property started out as C2 when first established and a business has occupied the property before, during and after it was rezoned to R2 by the zoning committee. See chapter 7 commercial CP7:9

B. Consistency with this code:

According to the Land Development code for commercial use the proposed rezoning is consistent with the stated purpose and intent of the Land development code for use as commercial with outside storage. Section 6.05.14B shows the permitted uses of which retail and printing are allowed with outside storage.

C. Compatibility with surrounding uses:

There are 6 commercial businesses on Jackson within a few blocks. There is 1 commercial property on 70th besides Powell's printing. There 6 commercial properties on Lillian with a couple of blocks from 70th avenue. There are a total of 13 commercial business that are existing in the area of 70th and Jackson that are consistent with proposed use of 7008 West Jackson as a commercial site as it was originally built for.

D. Changed conditions:

There will be no conditions that will be adversely affected by changing the property to C2-NA from R2. Past history has shown that the property has been commercial for a very long time and the type of buildings existing on the property support commercial operations with very little changes. Allowing this to change to C2-NA it will allow the current owner to increase business revenue which in turn will help the economy.

E. Effect on the natural environment:

With the change from R2 to C2-NA then outside storage can be brought in to store business materials as befitting a large print shop operation. As the current owner is a bee keeper then the C2-NA will allow for a more natural backyard that does not have to be all grass. Flowering trees have been planted to help the bees make honey and other flowering plants as well are present on the property to support the federally protected bees. As an R2 the requirement of grass only does not support the bees as well as a varied landscape of the current varieties of plants in the yard now. The adverse effect on the environment would be to allow the R2 designation to remain as bees require a variety of foods to sustain a good balance. They support the existing fruit trees in the yard that R2 considers overgrowth when in fact it is planted vegetation for support of the bees.

F. Development patterns:

The proposed rezoning to C2-NA will result in a logical and orderly development pattern because one it has always been C2 prior to it being rezoned to R2 which in turn caused a decline in the commercial owners ability to do business properly. Once it is back to C2-NA then the business will be more sustainable and have the ability to draw in customers properly through marketing and other means that are consistent with its mission and the properties descriptions and purpose. Without the proper designation of C2-NA the neighborhood will continue to decline as property values drop since the business was rezoned. A good developing neighborhood has both commercial and residential aspects that must occur to move the neighborhood forward. Commercial properties add value even in residential areas.



Development Services Department

Escambia County, Florida

REZONING CRITERIA

An applicant for a proposed rezoning has the burden of proving by substantial, competent evidence that the proposed rezoning: is consistent with the Comprehensive Plan; furthers the goals, objectives and policies of the Comprehensive Plan and is not in conflict with any portion of the county's Land Development Code.

The applicant has the burden of proving the proposed rezoning complies with the following six criteria:

- a. Consistency with the Comprehensive Plan. Whether the proposed amendment is consistent with the Comprehensive Plan; *YES retail IS allowed*
- b. Consistency with this Code. Whether the proposed amendment is in conflict with any portion of the Land Development Code, and is consistent with the stated purpose and intent of the Land Development Code; *Commercial uses w/ outside storage*
- c. Compatibility 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); *There are 1 commercial Business near the parcel*
- d. Changed conditions. Whether and the extent to which there are any changed conditions that impact the amendment or property(s);
- e. Effect on natural environment. Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment; *wetlands*
- f. Development patterns. Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern. *has commercial*

Upon the applicant proving the proposed rezoning complies with the criteria listed above, the Planning Board shall recommend approval of the rezoning request to the Board of County Commissioners unless the planning board determines that there is substantial, competent evidence that maintaining the current zoning designation accomplishes a legitimate public purpose. For purposes of this section, a legitimate public purpose shall include but not be limited to preventing the following or as may be determined by law from time to time:

- a. The proposed rezoning and the development permitted thereunder is premature or otherwise creates or contributes to an urban sprawl pattern of development;
- b. The proposed rezoning will constitute "spot zoning," that is an isolated zoning district unrelated to adjacent and nearby districts;
- c. The proposed rezoning will create an intrusion of commercial or industrial uses into an established residential area, such as a platted residential subdivision;
- d. The proposed rezoning and the development permitted thereunder will result in significant adverse impacts upon property values of adjacent or nearby properties or in the immediate area more than the types of uses currently permitted;
- e. The proposed rezoning and the development permitted thereunder will detract from the character and quality of life in the general area or neighborhood by creating excessive traffic, noise, lights, vibration, fumes, odors, dust, physical activities or other detrimental effects or nuisances.

Escambia County Land Development Code Article 2.08

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



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: R2 to: C2NA

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

Owner(s) Name: C. Freddy Powell Phone: 850-453-8142

Address: 7008 W. JACKSON ST Email: _____

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

Property Address: 617N 70th AVE & 7008 W. JACKSON ST.

Property Reference Number(s)/Legal Description: 11-22-21-5410-000-000 & 11-25315410-001-001

By my signature, I hereby certify that:

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

C. Freddy Powell
Signature of Owner/Agent

C. FREDDY POWELL
Printed Name Owner/Agent

9/19/2012
Date

Signature of Owner

Printed Name of Owner

Date

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 15th day of August 20 12,
by _____.

Personally Known OR Produced Identification Type of Identification Produced: License 71P400-106-44-021-0
Exp 1-2013

Margaret A. Cain
Signature of Notary
(notary seal must be affixed)

Margaret A.
Printed Name of Notary



FOR OFFICE USE ONLY CASE NUMBER: Z-2012-25

Meeting Date(s): PB-Oct 8/BC NOV 1 Accepted/Verified by: A. Cain Date: 9/16/12

Fees Paid: \$ 0 Waiver Receipt #: _____ Permit #: PRZ 12090025



Development Services Department

Escambia County, Florida

APPLICATION INSTRUCTIONS

Prior to Application Submittal

Please contact the Development Services Department located at 3363 West Park Place (595-3475) to make an appointment for a pre-application meeting with a Planner to personally discuss your site and prospective plans for it, to review the application forms and criteria with you, to answer any questions you may have, and/or any possible alternatives.

Application Submittal

It is important for the application packet to be complete and on time in order to process and schedule your request for the required public hearing(s). In order for the application request to proceed in a timely manner, all items on the application forms and checklist (attached herein) must be completed and submitted prior to the deadline, scheduling a pre-application meeting with a Planner is recommended. Any incomplete application or application submitted after the deadline will not be accepted by staff.

The owner and/or agent acting in his/her behalf, must sign the certification(s) where indicated on the application. If an agent is handling the request, the owner **must** submit an Affidavit of Ownership & Limited Power of Attorney (attached herein) authorizing said agent to act in his/her behalf. Signatures must be properly notarized and dated no more than sixty (60) days prior to application submittal.

No guarantee is made for the approval of any petition. Fees are non-refundable regardless of the decision.

Public Hearing(s)

It is the Applicant's burden to show consistency with all applicable criteria. **NOTE:** The applicant, or his/her agent, must be present at the Board of Adjustment or Planning Board meeting. For rezoning requests, it is also highly recommended that he or she be present at the subsequent Board of County Commissioners meeting.

Public Notice

Per the Land Development Code Article 2: A legal notice/advertisement will be published in the Pensacola News Journal and a sign(s) will be posted on the property by Development Services Department (DSD) prior to the hearing. Current property owners near the subject property will be notified of the proposed request via postcard by DSD at least fifteen (15) days prior to the hearing (see table below). Staff will obtain the list of mailing addresses from the Escambia County Property Appraiser's Office website (escpa.org).

Application Type:	Who will receive a postcard? Property owners:
Rezoning	within 500 foot radius of the subject property
Conditional Use	
Administrative Appeal	
Conditional Use – Sale of Alcohol	within 500 foot radius of the subject property and any places of worship and/or day care facility within 1,000 feet
Variance	directly abutting the subject property (excluding properties across the street)

Fees

Payment must be submitted prior to 3pm of the closing date for acceptance of application. Please make checks payable to Escambia County. Development Services Department accepts MasterCard and Visa.

Board of Adjustment (BOA)	Planning Board – Rezoning
\$1,050 - Conditional Use	\$1,050 for a rezoning request of one parcel
\$350 - Variance	\$1,750 for a rezoning request of two contiguous parcels*
\$560 - Administrative Appeal	\$1,750 plus \$70 for each additional parcel for more than two contiguous parcels*
\$175 - Development Order Extension	

*Lots separated by a street or roadway or by other lots/parcels are not considered contiguous. All lots must be owned by the same applicant in order to receive the discounted fee.



CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 11-25-31-5410-000-0007 11-25-31-5410-001-001

Property Address: 617 N. 70TH AVE + 2008 W. JACKSON ST

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 _____.

C. Freddy Powell
Signature of Property Owner

C. FREDDY POWELL
Printed Name of Property Owner

9/19/2012
Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: _____

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at _____,
Florida, property reference number(s) _____
I hereby designate _____ 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: _____ Email: _____
Address: _____ Phone: _____

_____ Signature of Property Owner	_____ Printed Name of Property Owner	_____ Date
_____ Signature of Property Owner	_____ Printed Name of Property Owner	_____ Date

STATE OF _____ COUNTY OF _____

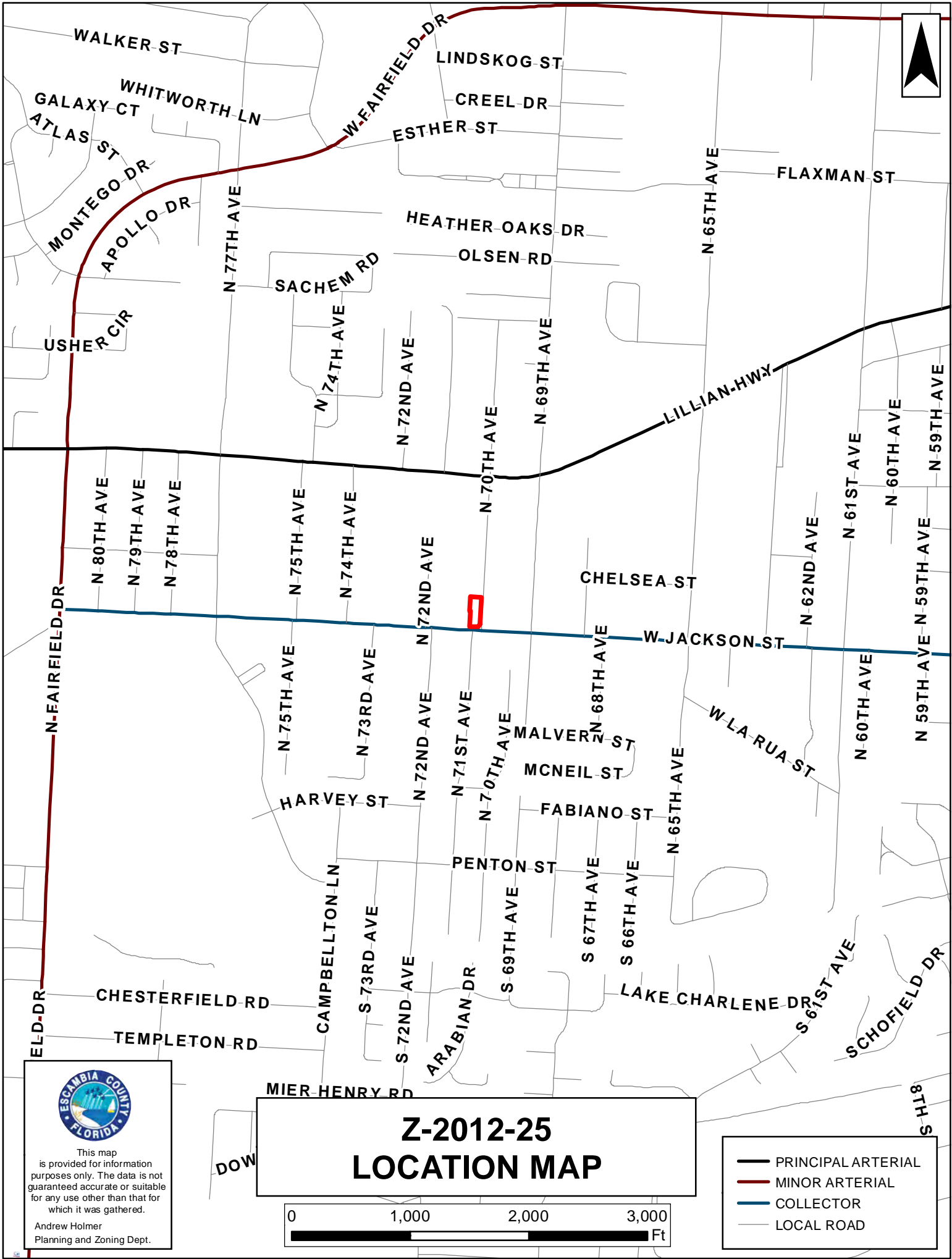

The foregoing instrument was acknowledged before me this _____ day of _____ 20____,
by _____.

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

Signature of Notary

Printed Name of Notary

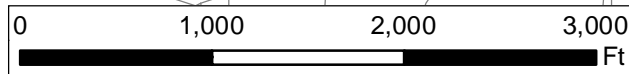
(Notary Seal)

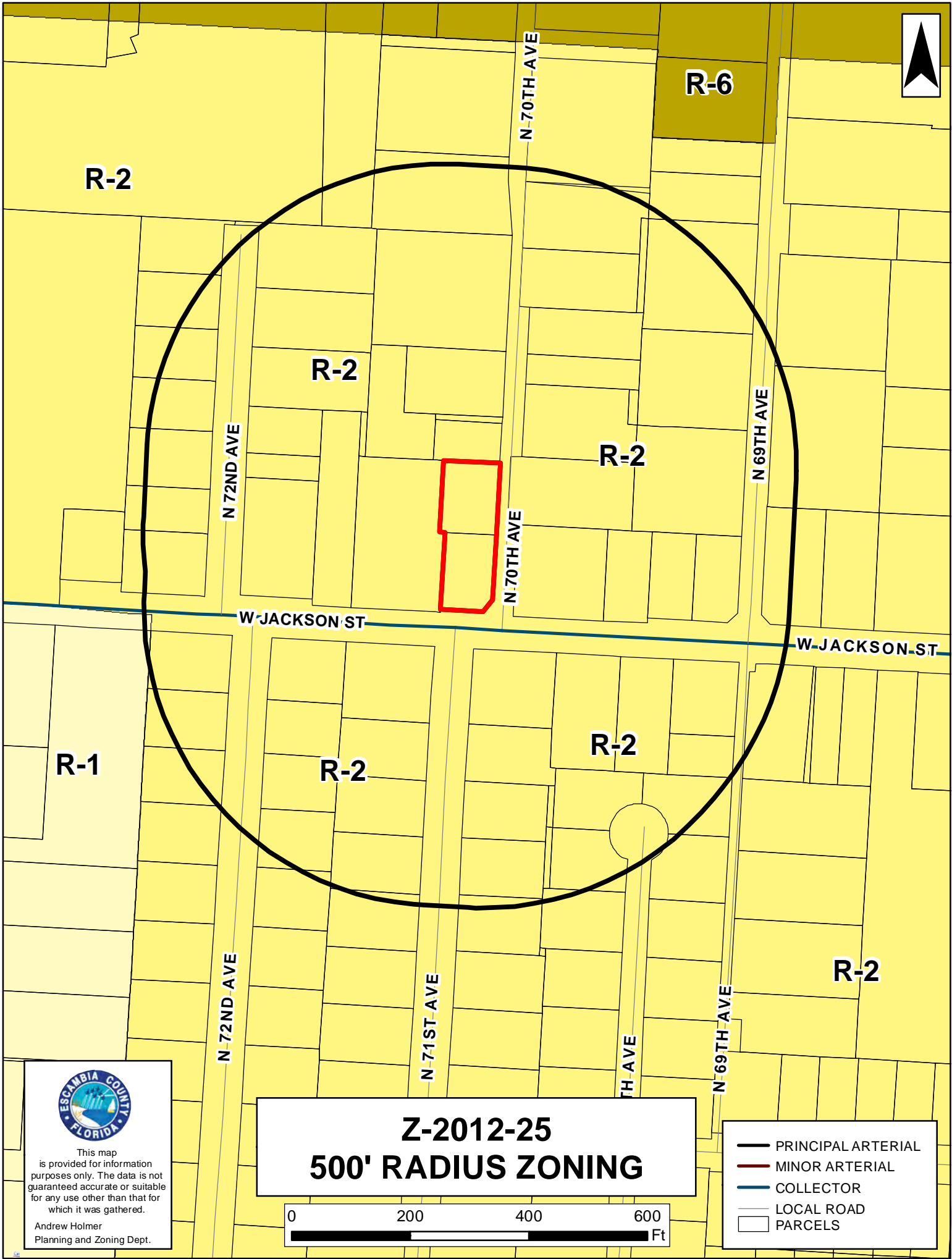
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-25 LOCATION MAP



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



R-2

R-6

R-2

R-2

N 72ND AVE

N 70TH AVE

N 69TH AVE

N 70TH AVE

W JACKSON ST

W JACKSON ST

R-1

R-2

R-2

N 72ND AVE

N 71ST AVE

TH AVE

N 69TH AVE

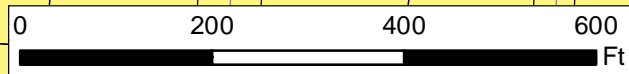
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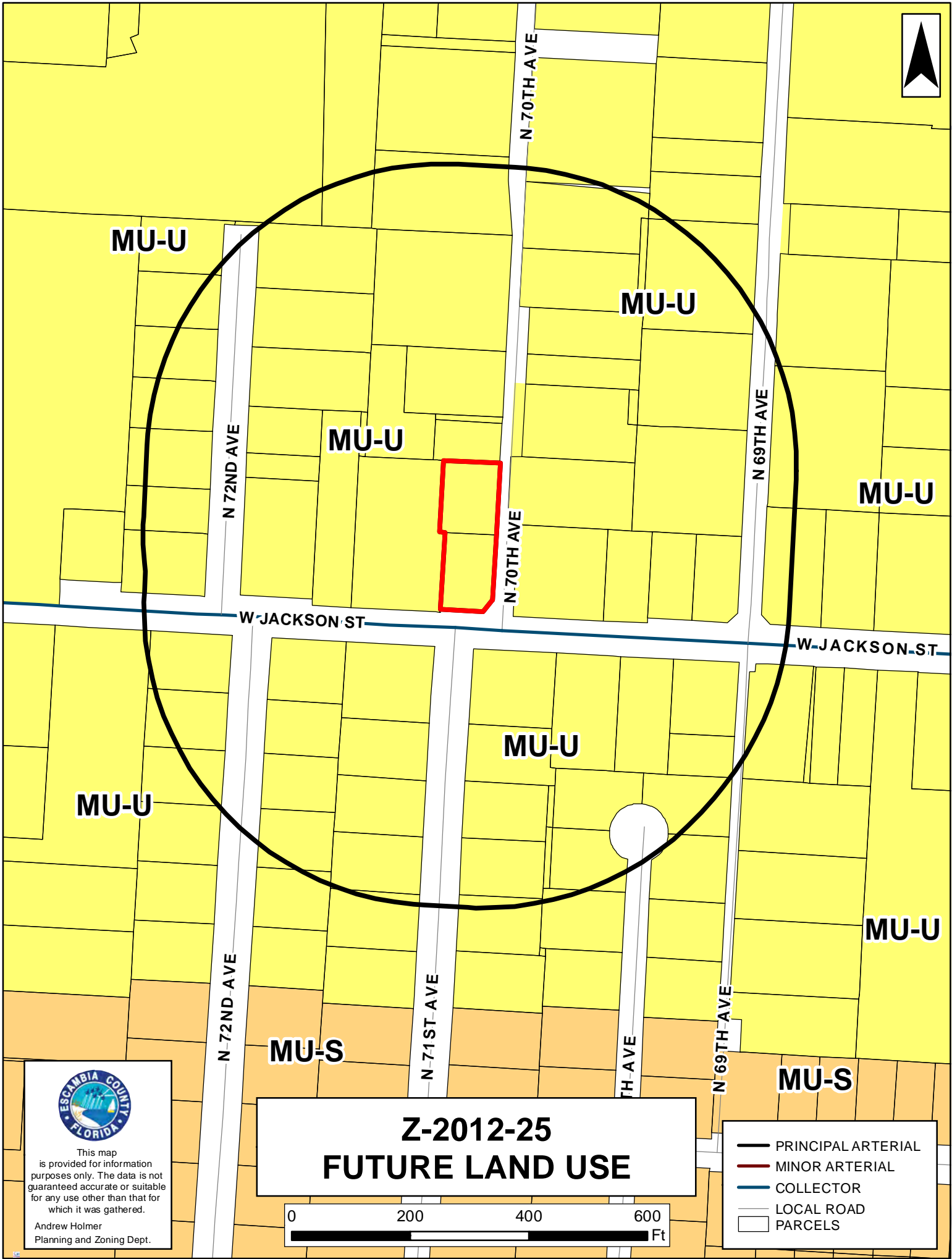
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-25 500' RADIUS ZONING



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



MU-U

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W-JACKSON ST

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N 72ND AVE

MU-S

N 71ST AVE

TH AVE

N 69TH AVE

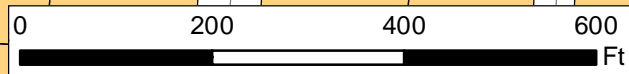
MU-S








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-2012-25 FUTURE LAND USE



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



MH PARK

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N 72ND AVE

N 71ST AVE

TH AVE

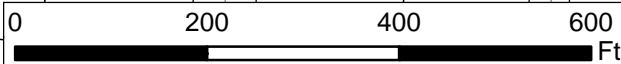
N 69TH AVE




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

Andrew Holmer
Planning and Zoning Dept.

Z-2012-25 EXISTING LAND USE



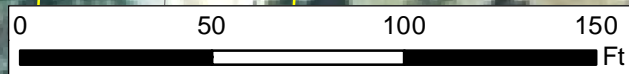
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- ▭ PARCELS









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

Andrew Holmer
Planning and Zoning Dept.

Z-2012-25 AERIAL MAP



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



Public Hearing Sign



Looking North at the Subject Property



**Looking East along
West Jackson Street**



**Looking West along
West Jackson Street**



**Looking North East
from West Jackson
Street**



**Looking Southeast
From the Subject
Property**



**Looking South down
71st Street from the
Subject Property**



**Looking West from N
70th Ave at the
Subject Property**



**Looking Northwest
from N 70th Ave at the
Subject Property.**



**Looking Northeast
along N 70th Ave from
the Subject Property**



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

FEE WAIVER REQUEST FORM

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

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

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

8-1-12

Property Owner/Non-profit Organization Name: Freddy Powell *Freddy Powell*

Please list the address(es) and Property Reference Number(s) for the property(s):
7008 W Jackson St.
11-25-31-5410-001-001

Please indicate which application fee this request is for and the amount: Rezoning - \$1,050⁰⁰

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

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

FOR INTERNAL OFFICE USE ONLY

The applicant is a qualified applicant. YES NO

The applicant provided all required supporting documents. YES NO

Therefore; this fee waiver request for REZONING
is hereby APPROVED on this 9th day of AUGUST, 20 12.
Type of application

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

FORM SSA-1099 – SOCIAL SECURITY BENEFIT STATEMENT

2008

• PART OF YOUR SOCIAL SECURITY BENEFITS SHOWN IN BOX 5 MAY BE TAXABLE INCOME.
 • SEE THE REVERSE FOR MORE INFORMATION.

Box 1. Name CLYDE F POWELL	Box 2. Beneficiary's Social Security Number <div style="background-color: black; width: 100px; height: 15px; margin-top: 5px;"></div>
--------------------------------------	---

Box 3. Benefits Paid in 2008 \$7,872.00	Box 4. Benefits Repaid to SSA in 2008 NONE	Box 5. Net Benefits for 2008 (Box 3 minus Box 4) \$7,872.00
---	--	---

DESCRIPTION OF AMOUNT IN BOX 3	DESCRIPTION OF AMOUNT IN BOX 4				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Paid by check or direct deposit</td> <td style="text-align: right;">\$7,872.00</td> </tr> <tr> <td>Benefits for 2008</td> <td style="text-align: right;">\$7,872.00</td> </tr> </table>	Paid by check or direct deposit	\$7,872.00	Benefits for 2008	\$7,872.00	NONE
Paid by check or direct deposit	\$7,872.00				
Benefits for 2008	\$7,872.00				

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	Box 6. Voluntary Federal Income Tax Withheld <div style="text-align: center; padding: 10px 0;">NONE</div>
--	---

	Box 7. Address CLYDE F POWELL 7008 W JACKSON ST PENSACOLA FL 32506-4564
--	---

	Box 8. Claim Number (Use this number if you need to contact SSA.) <div style="text-align: center; padding: 10px 0;">452-72-0212A</div>
--	--

CU1314925-11851315313

CU1314925-11851315313

Notice 703

(Rev. September 2008)



**Department of the Treasury
Internal Revenue Service**

Read This To See If Your Social Security Benefits May Be Taxable

If your social security and/or SSI (supplemental security income) benefits were your only source of income for 2008, you probably

will not have to file a federal income tax return. Fill in lines A through E below to see if any of your benefits may be taxable for 2008.

Note. If you plan to file a joint income tax return, include your spouse's amounts, if any, on lines A, C, and D below.

- A Enter the total amount from box 5 of all your Forms SSA-1099 A _____
- B Enter one-half of the amount on line A B _____
- C Enter your total income that is taxable, such as pensions, wages, interest, ordinary dividends, and capital gain distributions. Do not reduce your income by any items such as student loan interest deduction, the standard deduction (or itemized deductions), or exemptions C _____
- D Enter any tax-exempt interest such as interest on municipal bonds D _____
- E Add lines B, C, and D, and enter the total here. Then, read the information below E _____

Part of your social security benefits may be taxable if, for 2008, you were:

- 1. Single, and line E above is more than \$25,000.
- 2. Married, and
 - a. You would file jointly, and line E above is more than \$32,000; or
 - b. You would file separately, and line E above is more than zero (more than \$25,000 if you lived apart from your spouse for all of 2008).

If your figures show that part of your benefits may be taxable, see *Social Security Benefits in*

your federal income tax return instructions. If they do not, none of your benefits are taxable this year unless you exclude income from sources outside the United States, interest income from series EE or I U.S. savings bonds issued after 1989, or employer-provided adoption benefits. For more details, see IRS Pub. 915 or contact the IRS as explained below.

If none of your benefits are taxable, but you must otherwise file a tax return, do the following:

- Enter the total amount from line A above on Form 1040, line 20a, or Form 1040A, line 14a,

and enter -0- on Form 1040, line 20b, or Form 1040A, line 14b.

- If you file separately and you lived apart from your spouse for all of 2008, enter "D" to the right of the word "benefits" on Form 1040, line 20a, or Form 1040A, line 14a.

Note. If your figures show that part of your benefits may be taxable and you received benefits in 2008 that were for a prior year, see Pub. 915 for rules on a special election you can make that may reduce the amount of your taxable benefits.

Get More Information From the IRS

If you still have questions about whether your social security benefits are taxable, see the 2008 federal income tax return instructions for ways to get help

from the IRS. If you do not have the instructions, you can get your questions answered by:

- Calling the IRS at 1-800-829-1040.

- Sending written tax questions to the IRS. To get the address, call 1-800-829-1040.
- Using TTY/TDD equipment. Call 1-800-829-4059.

Do Not Return This Notice to the SSA or the IRS

Members First Credit Union of Florida

Print Date : December 28, 2011

Account Title	BUSINESS CHECKING	Account Balance	\$11.82
Account Number	0021	Available Balance	\$11.82
Account Type	Business Checking	2011 Interest	\$0.00
		2010 Interest	\$0.00

Account #0021 History
08-01-2009 to 12-17-2011

Date	Check #	Transaction Description	Amount	Balance
06-21-2010		Deposit by Check Check Received 180.00	80.00	180.25
07-08-2010		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-80.00	100.25
07-21-2010		Deposit by Check Check Received 3,600.00	500.00	600.25
07-30-2010		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-250.00	350.25
07-30-2010		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-10.00	340.25
08-03-2010	000501	Draft 000501	-35.00	305.25
08-17-2010	000502	Draft 000502	-100.00	205.25
08-24-2010	000503	Draft 000503	-100.00	105.25
09-02-2010		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-50.00	55.25
09-03-2010		Deposit by Check Check Received 600.00	600.00	655.25
09-16-2010	000504	Draft 000504	-591.02	64.23
09-22-2010	000505	Draft 000505	-25.00	39.23
09-24-2010		Deposit by Check Check Received 500.00	500.00	539.23
09-27-2010		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-350.00	189.23
09-29-2010		Deposit by Check Check Received 700.00	700.00	889.23
10-01-2010	000506	Draft 000506	-723.69	165.54
10-05-2010		Deposit by Check %% Check hold release 10/18/10 35.00 Check Received 35.00	35.00	200.54
10-06-2010	000508	Draft 000508	-20.00	180.54
10-08-2010	000507	Draft 000507	-115.74	64.80
11-16-2010		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-25.00	39.80
11-23-2010	000509	Draft 000509	-8.00	31.80

11-30-2010	000510	Draft 000510	-5.00	26.80
12-10-2010		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-10.00	16.80
12-10-2010		Deposit	20.00	36.80
12-29-2010		Deposit Transfer From POWELL,CLYDE F [REDACTED] Share 0021	15.00	51.80
12-30-2010	000511	Draft 000511	-5.00	46.80
12-30-2010		Deposit Transfer From POWELL,CLYDE F [REDACTED] Share 0021	947.24	994.04
12-30-2010	000525	Draft 000525	-947.24	46.80
12-31-2010	000512	Draft 000512	-15.18	31.62
03-07-2011	000514	Draft 000514	-10.00	21.62
03-23-2011		Deposit by Check Check Received 65.00	65.00	86.62
03-24-2011		Deposit by Check Check Received 350.00	350.00	436.62
03-25-2011		Deposit by Check Check Received 136.00	136.00	572.62
03-30-2011		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-500.00	72.62
04-05-2011		Withdrawal T-MOBILE TEL TYPE: PCS SVC CO: T-MOBILE TEL %% ACH ECC TEL %% ACH Trace 021000025415954	-60.80	11.82
04-22-2011		Deposit by Check Check Received 75.00	75.00	86.82
04-27-2011		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-80.00	6.82
05-03-2011		Deposit by Check Check Received 50.00	50.00	56.82
05-16-2011		Deposit by Check Check Received 115.00	115.00	171.82
05-23-2011		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-166.00	5.82
06-20-2011		Deposit Transfer From POWELL,CLYDE F [REDACTED] Share 0021	30.00	35.82
06-27-2011	000513	Draft 000513	-24.00	11.82
09-29-2011		Deposit by Check Check Received 84.00 Check Received 50.00	134.00	145.82
09-29-2011		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-134.00	11.82

REGULAR CHECKING 0021
Jul 1 - Aug 2, 2012 Custom

Balance \$211.65
Available \$211.65

Date	Description	Deposit	Withdrawal	Balance
08/02/2012	Deposit			\$211.65
08/02/2012	Withdrawal CAPITAL ONE / TYPE: PHONE PYMT CO: CAPITAL ONE %% ACH ECC PPD %% ACH Trace 051405514961988		\$17.00	\$11.65
07/30/2012	Check #002534: Draft 002534		\$1,300.00	\$28.65
07/30/2012	Deposit			\$1,328.65
07/26/2012	Deposit by Check / Check Received 300.00 Check Received 100.00 Check Received 350.00			\$1,228.65
07/25/2012	Withdrawal Debit Card / NETSCPE*ONLINE SVC 866-541-8233 VA Date 07/25/12 089043 4816		\$9.95	\$478.65
07/24/2012	Check #002533: Draft 002533		\$78.20	\$488.60
07/23/2012	Withdrawal Debit Card / LUCKY PENNY PENSACOLA FL Date 07/20/12 066001 5542		\$15.00	\$566.80
07/20/2012	Check #002532: Draft 002532		\$170.72	\$581.80
07/19/2012	Withdrawal Debit Card / THE BARTER COMPANY KENNESAW GA Date 07/18/12 080024 7299		\$40.13	\$752.52
07/19/2012	Withdrawal #793800 / GROCERY OUTLET # 8187 WEST FAIRFIELD D PENSACOLA FL		\$8.22	\$792.65
07/19/2012	Check #002530: Draft 002530		\$32.23	\$800.87
07/19/2012	Check #002531: Draft 002531		\$471.03	\$833.10
07/17/2012	Deposit			\$1,304.13
07/17/2012	Deposit by Check / Check Received 200.00 Check Received 250.00			\$1,054.13
07/16/2012	Withdrawal Debit Card / NEIGHBORS SEAFOOD AND MOBILE AL Date 07/14/12 059389 5812		\$5.00	\$604.13
07/11/2012	Withdrawal #543997 / LOWE'S #1142 PENSACOLA FL		\$12.54	\$609.13
07/09/2012	Withdrawal Debit Card / HIBACHI GRILL AND BUF SPANISH FORT AL Date 07/06/12 035199 5812		\$12.71	\$621.67
07/09/2012	Withdrawal Debit Card / CAZADORES RESTAURANT PENSACOLA FL Date 07/07/12 087466 5812		\$14.88	\$634.38
07/06/2012	Withdrawal T-MOBILE TEL / TYPE: PCS SVC CO: T-MOBILE TEL %% ACH ECC TEL %% ACH Trace 021000024735802		\$60.55	\$649.26
07/06/2012	Withdrawal Debit Card / LUCKY PENNY PENSACOLA FL Date 07/04/12 059339 5542		\$10.00	\$709.81
07/05/2012	Withdrawal PAYPAL / TYPE: INST XFER CO: PAYPAL %% ACH ECC WEB %% ACH Trace 091000011756757		\$72.15	\$719.81
07/03/2012	Deposit by Check / Check Received 110.00			\$791.96
07/03/2012	Deposit			\$681.96
07/03/2012	Transaction COMMENT / %% ACH ECC PPD %% ACH Trace 101036215764108		\$0.00	
07/03/2012	Deposit XXSOC SEC / CO: XXSOC SEC			\$621.96
07/02/2012	Withdrawal CAPITAL ONE / TYPE: PHONE PYMT CO: CAPITAL ONE %% ACH ECC PPD %% ACH Trace 051405511768283		\$18.00	\$2.96

REGULAR CHECKING 0021
 Jun 1 - Jun 30, 2012 Custom

Balance \$211.65
 Available \$211.65

Date	Description	Deposit	Withdrawal	Balance
06/29/2012	Withdrawal #704534 / LOWE'S #1142 PENSACOLA FL		\$31.01	\$20.96
06/28/2012	Deposit by Check / Check Received 50.00			\$51.97
06/28/2012	Check #002529: Draft 002529		\$1,300.00	\$1.97
06/26/2012	Deposit			\$1,301.97
06/26/2012	Deposit by Check / Check Received 300.00 Check Received 70.00			\$1,281.97
06/25/2012	Withdrawal Debit Card / NETSCPE*ONLINE SVC 866-541-8233 VA Date 06/25/12 039856 4816		\$9.95	\$911.97
06/25/2012	Withdrawal Debit Card / TACO BELL #026778 PENSACOLA FL Date 06/24/12 058962 5814		\$7.92	\$921.92
06/21/2012	Withdrawal #032730 / ADVANCE STORES CO INC PENSACOLA FL		\$5.91	\$929.84
06/21/2012	Withdrawal #665476 / WAL Wal-Mart Sup 1605 WAL-SAMS PENSACOLA FL		\$23.96	\$935.75
06/21/2012	Check #002528: Draft 002528		\$44.62	\$959.71
06/21/2012	Check #002527: Draft 002527		\$399.00	\$1,004.33
06/20/2012	Withdrawal Debit Card / THE BARTER COMPANY KENNESAW GA Date 06/19/12 080028 7299		\$6.38	\$1,403.33
06/20/2012	Deposit / Check Received 96.00			\$1,409.71
06/19/2012	Withdrawal Debit Card / KING BUFFET PENSACOLA FL Date 06/18/12 069298 5812		\$17.48	\$1,213.71
06/18/2012	Deposit / Check Received 200.00			\$1,231.19
06/18/2012	Withdrawal Debit Card / LUCKY PENNY PENSACOLA FL Date 06/15/12 071099 5542		\$20.00	\$981.19
06/16/2012	Withdrawal Debit Card / RACEWAY 670 1806709 MOBILE AL Date 06/15/12 073168 5542		\$15.00	\$1,001.19
06/16/2012	Withdrawal Debit Card / VALLARTAS MEXICAN GRI PENSACOLA FL Date 06/15/12 030051 5812		\$25.55	\$1,016.19
06/14/2012	Deposit by Check / Check Received 32.00 Check Received 425.00			\$1,041.74
06/14/2012	Check #002526: Draft 002526		\$13.75	\$584.74
06/14/2012	Check #002500: Draft 002500		\$207.25	\$598.49
06/11/2012	Withdrawal GU YU / CO: GU YU TYPE: IAT PAYPAL %% ACH ECC IAT %% ACH Trace 091000010955630		\$9.00	\$805.74
06/08/2012	Check #002499: Draft 002499		\$31.31	\$814.74
06/07/2012	Withdrawal T-MOBILE TEL / TYPE: PCS SVC CO: T-MOBILE TEL %% ACH ECC TEL %% ACH Trace 021000028767246		\$60.55	\$846.05
06/07/2012	Withdrawal Debit Card / VANNOYS TIRES INC. #1 PENSACOLA FL Date 06/06/12 010013 7538		\$21.48	\$906.60
06/05/2012	Withdrawal AD&D800-860-7182 / TYPE: INS PREM CO: AD&D800-860-7182 %% ACH ECC PPD %% ACH Trace 021000028742568		\$30.00	\$928.08

Date	Description	Deposit	Withdrawal	Balance
06/04/2012	Withdrawal #719184 / AUTOZONE 0302 6101 MO PENSACOLA FL		\$32.23	\$958.08
06/04/2012	Deposit			\$990.31
06/01/2012	Withdrawal #665100 / WAL-MART #1605 4600 MOBILE HWY/SUITE PENSACOLA FL		\$20.00	\$740.31
06/01/2012	Withdrawal #020700 / WAL-MART #1605 4600 MOBILE HWY/SUITE PENSACOLA FL		\$85.44	\$760.31
06/01/2012	Withdrawal #962879 / LOWE'S #1142 PENSACOLA FL		\$74.15	\$845.75
06/01/2012	Withdrawal CAPITAL ONE / TYPE: PHONE PYMT CO: CAPITAL ONE %% ACH ECC PPD %% ACH Trace 051405518822026		\$73.00	\$919.90
06/01/2012	Transaction COMMENT / %% ACH ECC PPD %% ACH Trace 101036215784459		\$0.00	
06/01/2012	Deposit XXSOC SEC / CO: XXSOC SEC			\$992.90

REGULAR CHECKING 0021
 May 1 - May 31, 2012 Custom

Balance \$211.65
 Available \$211.65

Date	Description	Deposit	Withdrawal	Balance
05/31/2012	Withdrawal #023696 / SHELL Service Station PENSACOLA FL		\$10.01	\$373.90
05/31/2012	Withdrawal Debit Card / KFC 424 PENSACOLA FL Date 05/30/12 000052 5814		\$15.03	\$383.91
05/30/2012	Check #002498: Draft 002498		\$1,300.00	\$398.94
05/30/2012	Withdrawal #654544 / WAL Wal-Mart Sup 1605 WAL-SAMS PENSACOLA FL		\$2.60	\$1,698.94
05/30/2012	Withdrawal #069097 / SHELL Service Station PENSACOLA FL		\$19.99	\$1,701.54
05/29/2012	Withdrawal Debit Card / TOM THUMB 98 PENSACOLA FL Date 05/26/12 015037 5542		\$10.00	\$1,721.53
05/29/2012	Withdrawal #534592 / LOWE'S #1142 4301 WEST FAIRFIELDUS PENSACOLA FL		\$6.96	\$1,731.53
05/26/2012	Withdrawal Debit Card / LUCKY PENNY PENSACOLA FL Date 05/24/12 071588 5542		\$15.00	\$1,738.49
05/25/2012	Withdrawal Debit Card / NETSCPE*ONLINE SVC 866-541-8233 VA Date 05/25/12 044682 4816		\$9.95	\$1,753.49
05/25/2012	Check #002496: Draft 002496		\$21.50	\$1,763.44
05/25/2012	Deposit			\$1,784.94
05/25/2012	Deposit by Check / Check Received 300.00			\$1,694.94
05/23/2012	Withdrawal Debit Card / Payment+FeeWalmartGEM 800-541-9049 OH Date 05/23/12 056383 8999		\$77.00	\$1,394.94
05/23/2012	Withdrawal Debit Card / HAPPY CHINA RESTAURAN PENSACOLA FL Date 05/22/12 040315 5812		\$13.59	\$1,471.94
05/22/2012	Deposit by Check / Check Received 200.00			\$1,485.53
05/18/2012	Withdrawal Debit Card / THE BARTER COMPANY KENNESAW GA Date 05/17/12 080021 7299		\$6.38	\$1,285.53
05/18/2012	Check #002495: Draft 002495		\$334.87	\$1,291.91
05/18/2012	Deposit by Check / Check Received 65.00			\$1,626.78
05/18/2012	Deposit			\$1,561.78
05/18/2012	Withdrawal Debit Card / LUCKY PENNY PENSACOLA FL Date 05/16/12 063112 5542		\$15.00	\$761.78
05/17/2012	Withdrawal Debit Card / SHRIMPBASKETWARRINGTO PENSACOLA FL Date 05/15/12 020111 5814		\$38.36	\$776.78
05/17/2012	Withdrawal Debit Card / HAPPY CHINA RESTAURAN PENSACOLA FL Date 05/16/12 067190 5812		\$7.80	\$815.14
05/15/2012	Withdrawal #653517 / LOWE'S #1142 4301 WEST FAIRFIELDUS PENSACOLA FL		\$5.00	\$822.94
05/14/2012	Deposit			\$827.94
05/14/2012	Withdrawal #522505 / RADIO SHACK PENSACOLA FL		\$2.14	\$757.94
05/10/2012	Withdrawal #765589 / RADIO SHACK PENSACOLA FL		\$5.78	\$760.08
05/10/2012	Withdrawal Debit Card / LUCKY PENNY PENSACOLA FL Date 05/08/12 058478 5542		\$10.01	\$765.86

Date	Description	Deposit	Withdrawal	Balance
05/10/2012	Withdrawal Debit Card / HAPPY CHINA RESTAURAN PENSACOLA FL Date 05/09/12 094418 5812		\$13.59	\$775.87
05/09/2012	Withdrawal #047809 / RADIO SHACK PENSACOLA FL		\$11.14	\$789.46
05/09/2012	Withdrawal #924813 / RADIO SHACK PENSACOLA FL		\$19.70	\$800.60
05/07/2012	Withdrawal T-MOBILE TEL / TYPE: PCS SVC CO: T-MOBILE TEL %% ACH ECC TEL %% ACH Trace 021000027511947		\$60.55	\$820.30
05/03/2012	Deposit			\$880.85
05/03/2012	Withdrawal Debit Card / SHELL OIL 57543206601 PENSACOLA FL Date 05/02/12 001937 5542		\$5.02	\$630.85
05/03/2012	Transaction COMMENT / %% ACH ECC PPD %% ACH Trace 101036215766488		\$0.00	
05/03/2012	Deposit XXSOC SEC / CO: XXSOC SEC			\$635.87
05/02/2012	Withdrawal CAPITAL ONE / TYPE: PHONE PYMT CO: CAPITAL ONE %% ACH ECC TEL %% ACH Trace 051405517176327		\$55.00	\$16.87
05/01/2012	Deposit			\$71.87
05/01/2012	Withdrawal #621000 / WAL-MART #1605 4600 MOBILE HWY/SUITE PENSACOLA FL		\$25.00	\$31.87

250
100.00

PREPARED BY:

RECORD & RETURN TO:

Prepared by:

Lawyers Title Agency of North Florida, Inc.

721 East Gregory Street

Pensacola, FL 32501

File No: PNS-04-06988

OR BK 5548 PG1486
Escambia County, Florida
INSTRUMENT 2004-316676

DEED DOC STAMPS PB & ESC CO \$ 700.00
12/27/04 ERNIE LEE MAGANA, CLERK

This Warranty Deed

Made this 22nd day of December, 2004 by James H. Frederick and Margot A. Frederick, husband and wife,

~~hereinafter~~ hereinafter called the grantor, to C. Freddy Powell

whose post office address is: 617 North 70th Avenue, Pensacola, FL 32506, 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: 11-2S-31-5410-000-000

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: Steve Bogart

Print Name: Steve Bogart

2nd Witness Sign: Nancy Lillian

Print Name: Nancy L. Lillian

James H. Frederick
James H. Frederick

Margot A. Frederick
Margot A. Frederick

5304 Lillian Highway
Pensacola, FL 32506

State of Florida

County of Escambia

The foregoing instrument was acknowledged before me this 22nd day of December, 2004, by James H. Frederick and Margot A. Frederick, husband and wife, who produced a current drivers license as identification.



Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#) |
 [Tangible Property Search](#) |
 [Amendment 1 Calculations](#)

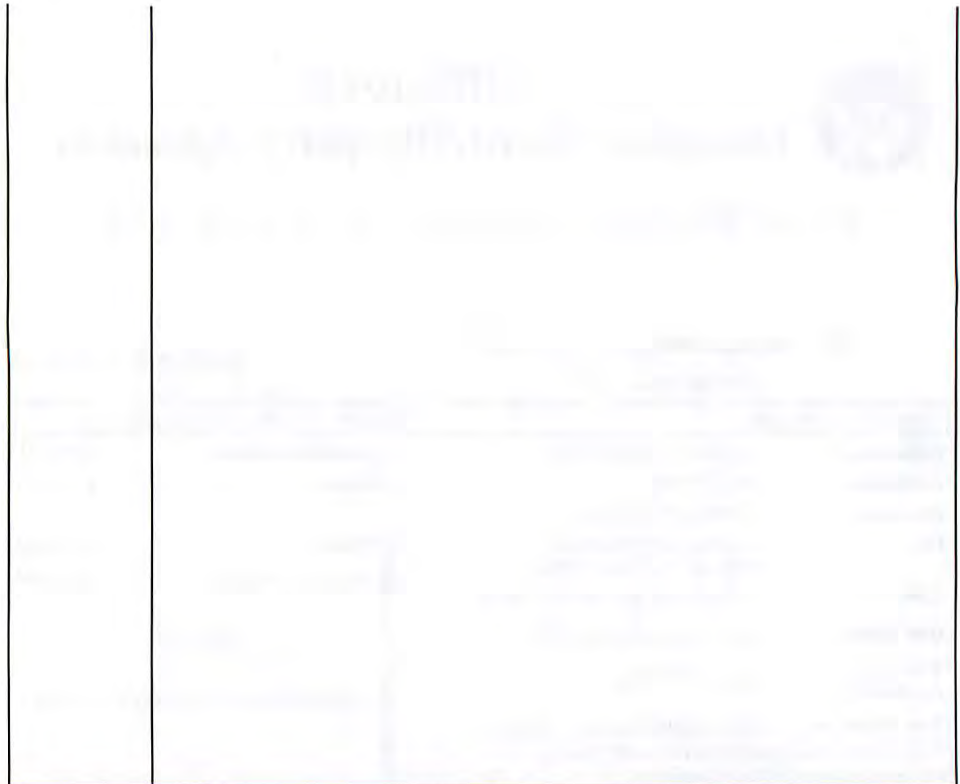
[Back](#)

Navigate Mode |
 Account |
 Reference

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">General Information</th> </tr> <tr> <td>Reference:</td> <td>112S315410001001</td> </tr> <tr> <td>Account:</td> <td>093672510</td> </tr> <tr> <td>Owners:</td> <td>POWELL C FREDDY</td> </tr> <tr> <td>Mail:</td> <td>7008 W JACKSON ST PENSACOLA, FL 32506</td> </tr> <tr> <td>Situs:</td> <td>7008 W JACKSON ST 32506</td> </tr> <tr> <td>Use Code:</td> <td>STORE/OFFICE/SFR <input type="button" value="🔍"/></td> </tr> <tr> <td>Taxing Authority:</td> <td>COUNTY MSTU</td> </tr> <tr> <td>Tax Inquiry:</td> <td>Open Tax Inquiry Window</td> </tr> <tr> <td colspan="2">Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</td> </tr> </table>	General Information		Reference:	112S315410001001	Account:	093672510	Owners:	POWELL C FREDDY	Mail:	7008 W JACKSON ST PENSACOLA, FL 32506	Situs:	7008 W JACKSON ST 32506	Use Code:	STORE/OFFICE/SFR <input type="button" value="🔍"/>	Taxing Authority:	COUNTY MSTU	Tax Inquiry:	Open Tax Inquiry Window	Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">2011 Certified Roll Assessment</th> </tr> <tr> <td>Improvements:</td> <td style="text-align: right;">\$36,871</td> </tr> <tr> <td>Land:</td> <td style="text-align: right;">\$11,115</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$47,986</td> </tr> <tr> <td><u>Save Our Homes:</u></td> <td style="text-align: right;">\$47,986</td> </tr> <tr> <td colspan="2" style="text-align: center;">Disclaimer</td> </tr> <tr> <td colspan="2" style="text-align: center;">Amendment 1 Calculations</td> </tr> </table>	2011 Certified Roll Assessment		Improvements:	\$36,871	Land:	\$11,115	Total:	\$47,986	<u>Save Our Homes:</u>	\$47,986	Disclaimer		Amendment 1 Calculations	
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<p>Parcel Information</p> <p><input type="button" value="Restore Map"/></p> <p>Get Map Image Launch Interactive Map</p> <p>Section Map Id: 11-2S-31-2</p> <p>Approx. Acreage: 0.2600</p> <p>Zoned: <input type="button" value="🔍"/> R-2</p>	
---	--



Buildings

Building 1 - Address:7008 W JACKSON ST, Year Built: 1966, Effective Year: 1966

Structural Elements

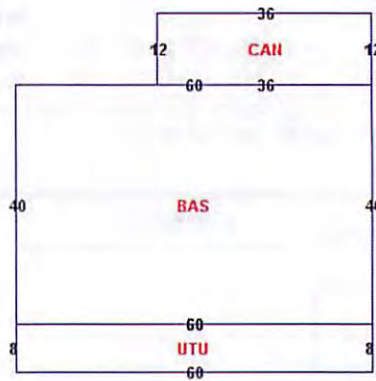
FOUNDATION-SLAB ON GRADE
EXTERIOR WALL-SIDING-BLW.AVG.
NO. PLUMBING FIXTURES-2.00
EXTERIOR WALL-CONCRETE BLOCK
ROOF FRAMING-FLAT/SHED
ROOF COVER-BLT UP ON WOOD
INTERIOR WALL-PANEL-PLYWOOD
NO. STORIES-1.00
INTERIOR WALL-EXPOSED BLK/BRK
FLOOR COVER-TERRAZZO
DECOR/MILLWORK-MINIMUM
HEAT/AIR-CENTRAL H/AC
STRUCTURAL FRAME-MASONRY
PIL/STL

Areas - 3312 Total SF

BASE AREA - 2400

CANOPY - 432

UTILITY UNF - 480



Images



7/25/08



7/25/08



5/18/10

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:06/07/2012 (tc.1647)



ALVIN R. WALKER LAND SURVEYING

TELEPHONE NO
(850) 968-0300

1108 KATHLEEN AVENUE CANTONMENT, FL 32533

FAX NO.
(850) 968-0301

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

BOUNDARY SURVEY

LAND DESCRIPTION

Commence at the Southwest corner of the East half of the South half of Lot 5, Section 11, Township 2 South, Range 31 West, Escambia County, Florida, thence East along the South line of said section a distance of 138 50 feet, thence North a distance of 20 00 feet to the North right of way line of Jackson Street, thence East along said right of way line a distance of 9 90 feet for a point of beginning, thence continue East along the same course a distance of 84 80 feet to the West right of way line of 70th Avenue, thence deflect 90 degrees 00 minutes 00 seconds left along said right of way line a distance of 140 00 feet, thence deflect 90 degrees 00 minutes 00 seconds left a distance of 84 30 feet thence deflect 89 degrees 47 minutes 50 seconds left a distance of 140 00 feet to the point of beginning, less and except road right of way as described in Official Records Book 4482, Page 727

NOTES

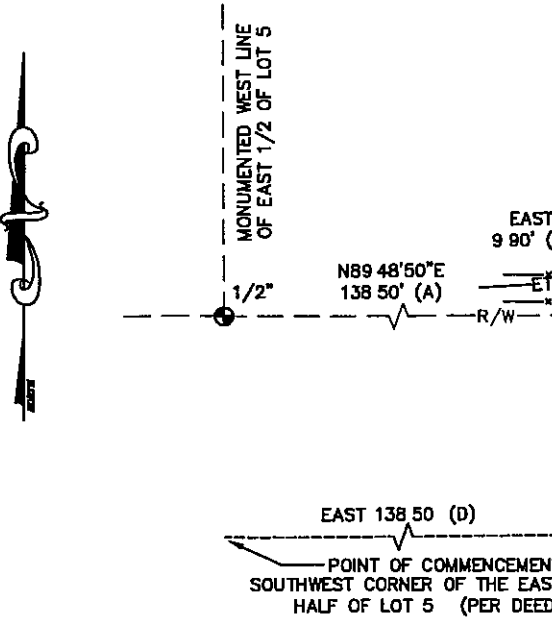
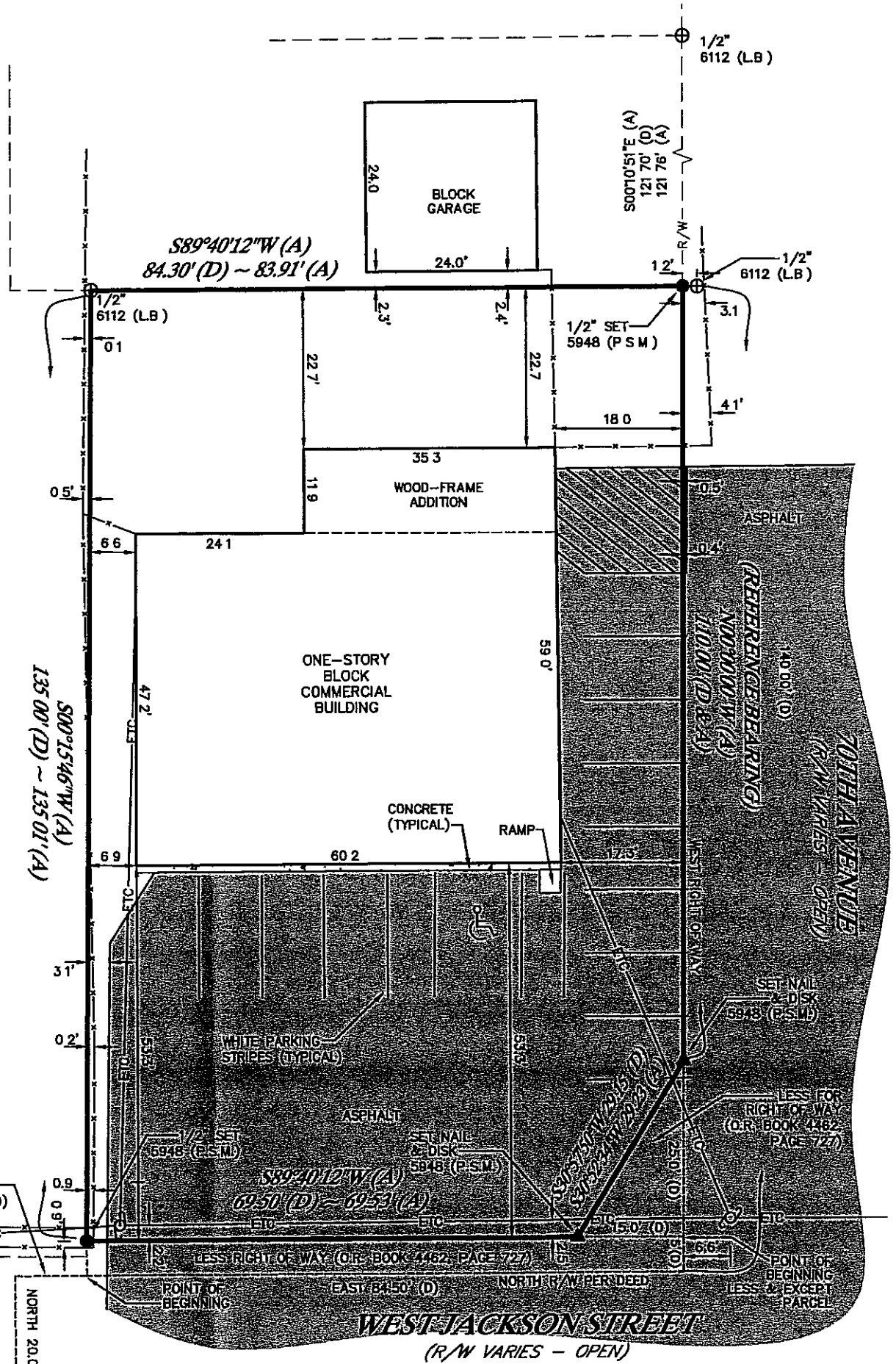
Source of Information Recorded Plat Description as furnished by client There may be additional restrictions, easements and/or right-of-ways that were not furnished to this firm that may be found in the public records of said County Footings, foundations or any other subsurface structures not located No title work performed by this firm This survey does not reflect or determine ownership Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties Fences are exaggerated for clarity There appears to be conflicts of the physical location of the West line of the East half of Government Lot 5 Boundary lines were established using existing monumentation and improvements An attorney should be consulted as to limits of ownership

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

Address 7008 West Jackson Street

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

Basis of Bearings Assuming N00°00'00"W along the Westerly right of way of 70th Avenue



LEGEND:

- 4x4 (P.R.M.) Permanent Reference Monument Found
- 4x4 Concrete Monument Found
- Capped Iron Rod Found
- Iron Rod Unnumbered Found
- Iron Pipe Unnumbered Found
- (P.C.P.) Permanent Control Point Found
- Nail & disk Found
- 1/2" Capped Iron Rod L.S. #5948 Set
- Utility Pole
- Guy Anchor Wire
- E-T-C Aerial Electric, Telephone Cable Lines
- Chain Link Fence
- Wire Fence
- Wood Fence
- R/W Right of Way
- B.S.L. Building Setback Line
- CONC. Concrete
- Centerline
- Property Line
- P.O.L. Point on Line
- P.D.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
- Delta L Length of Arc
- C Chord
- CB Chord Bearing
- T Tangent
- (P) Plat
- (D) Description or Deed
- (A) Actual
- (TYP) Typical
- L.S. Licensed Surveyor
- L.B. Licensed Business
- Indicates Covered
- Set Hub & Tack
- Benchmark
- NR Non-Radial
- C.M. Concrete Monument
- N.T.S. Not to Scale
- El. Elevation

NOTE: ALL MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARDS

JOB NO 12-08-091 FILE NO B-2484 SCALE 1"=20
REQUESTED BY FREDDY POWELL DWG NAME 1208091
DATE OF SURVEY 08/31/12 ENCROACHMENTS AS SHOWN
FIELD BOOK 92 PAGE 43-44 REVISIONS

SURVEYOR'S CERTIFICATE:

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 5J-17050, 5J-17051 AND 5J-17052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES

ALVIN R. WALKER II, P.S.M. NO 5948
STATE OF FLORIDA

DRAWN BY: ARW/BTC



NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
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(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: 10/8/2012

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-25

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

[X] In Favor [] Against

*Name: C. Freddy Powell Owner

*Address: 7008 W. JACKSON ST *City, State, Zip: PENSACOLA, FL 32506

Email Address: FFPRINT@NETSCAPE.COM Phone: 4538842

Please indicate if you:

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Rezoning Case #: Z2012-25

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor [checked] Against

*Name: Nancy Clark

*Address: 7119 W. Jackson St. *City, State, Zip: Pensacola FL 32506

Email Address: nclark7119@bellsouth.net Phone: 455-9588 (H) 380-2230 (C)

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*Name: KEITH CLARK

*Address: 7119 W. JACKSON ST *City, State, Zip: PENS FL 32506

Email Address: _____ Phone: 850 449-7162

Please indicate if you:

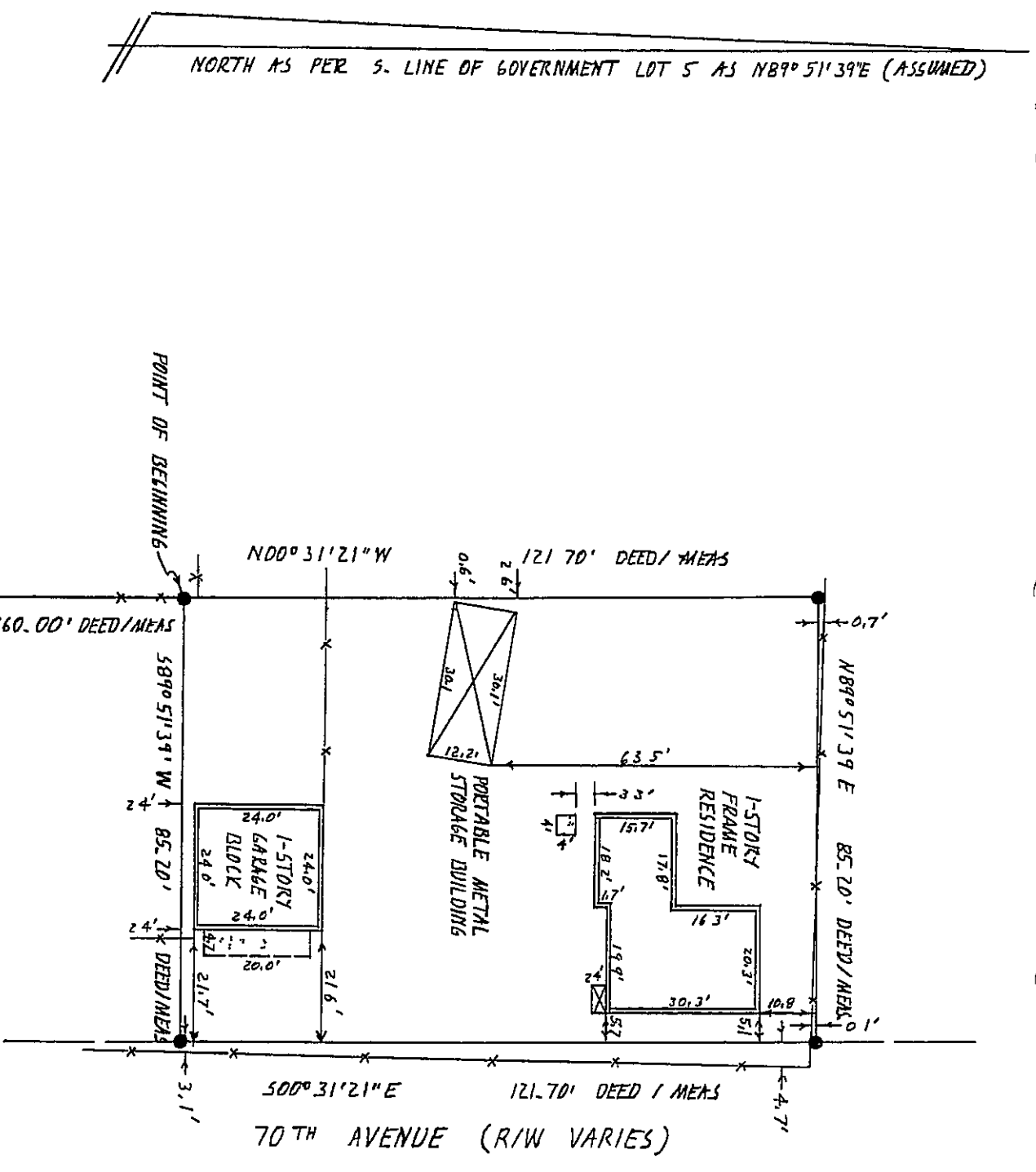
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SW CORNER OF GOVERNMENT LOT 5 SECTION 11-25-31W FOUND 1" IRON PIPE

SW CORNER OF E 1/2 OF GOVERNMENT LOT 5 SECTION 11-25-31W POINT OF COMMENCEMENT

JACKSON STREET

SE CORNER OF GOVERNMENT LOT 5 SECTION 11-25-31W FOUND 1" IRON PIPE

LEGAL DESCRIPTION: (PREPARED AT THE CLIENT'S REQUEST)

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF GOVERNMENT LOT 5, SECTION 11, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBA COUNTY, FLORIDA, THENCE NORTH 89°51'39" EAST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 5 A DISTANCE OF 148 00 FEET, THENCE NORTH 00°31'21" WEST A DISTANCE OF 160 00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°31'21" WEST A DISTANCE OF 121 70 FEET, THENCE NORTH 89°51'39" EAST A DISTANCE OF 85 20 FEET, THENCE SOUTH 00°31'21" EAST A DISTANCE OF 121 70 FEET, THENCE SOUTH 89°51'39" WEST A DISTANCE OF 85 20 FEET TO THE POINT OF BEGINNING CONTAINING 0.238 ACRE, MORE OR LESS

● SET 1/2" CAPPED ROD NO LB6112

**THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP

Lands shown herein were not abstracted for easements and/or rights-of-way recorded or unrecorded, AND underground portion of foundations, footings, or any other underground structures were not located unless otherwise noted. Measurements were made in accordance with United States standards. A complete list of abbreviations and symbols used in the legal description and sketch are shown on an attached sheet. Property is subject to setbacks, easements and restrictions of records.

LANDS OF BEARING SEE NORTH ARROW ABOVE

CERTIFICATE

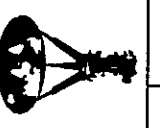
THIS IS TO CERTIFY THAT I HAVE RECENTLY SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE CAPTION AND THAT THE ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.02, FLORIDA STATUTES.

Registered Land Surveyor No. WILLIAM T BUTLER 3774 State of Florida

DATE 12/23/96 ORDER NO 96-12-069 FIELD BOOK 416/51-52658

ACREAGE TOPOS SUBDIVISIONS PLANNING COMMERCIAL

NOT VALID UNLESS SIGNED, DATED AND STAMPED WITH EMBOSSED SEAL



Butler & Associates, Inc.
Land Surveying

1149 CREIGHTON ROAD PLANTATION MANOR SUITE 5
P O BOX 15147 • PENSACOLA FLORIDA 32514
(904) 476-4768 • FAX (904) 476-4945



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Development Services Department
Escambia County, Florida

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

11-25-31-5410-001-001
Property Reference Number

Freddy Powell
Name

7008 W Jackson St.
Address

Owner Agent

Referral Form Included? **Y / N**

MAPS PREPARED

- Zoning
- FLU
- Aerial
- Other: _____

PROPERTY INFORMATION

Current Zoning: R-2 Size of Property: .26 +/-
 Future Land Use: MU-U Commissioner District: 1
 Overlay/AIPD: NA Subdivision: —
 Redevelopment Area*: N/A

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

COMMENTS

Desired Zoning: C-2NA

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

Applicant wishes to rezone to C-2NA to allow outdoor storage w commercial business
Applicant is requesting a fee waiver & would submit with application.

- 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: 8/1/12

Applicant/Agent Name & Signature: Freddy Powell

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)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3413

Growth Management Report 11. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 11/01/2012

Issue: 5:45 p.m. - Amendment to the Official Zoning Map

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on October 8, 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-2012-22, Z-2012-23, Z-2012-24, Z-2012-25 were heard by the Planning Board on October 8, 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-2012-22
Address:	1610 N "Q" Street
Property Reference No.:	17-2S-30-1300-002-007
Property Size:	1.41 (+/-) acres
From:	R-2 Single-Family District (Cumulative), Low-Medium Density/ R-3 One-Family and Two-Family District, (Cumulative) Medium Density.
To:	R-5 Urban Residential/Limited Office District, (Cumulative) High Density
FLU Category:	MU-U, Mixed Use Urban

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

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 (one unit per five acres)
To: V-2, Villages Single-Family Residential - Gross Density (two units per acre)
FLU Category: MU-S, Mixed Use Suburban

Case No.: Z-2012-25
Address: 617 N. 70th Ave and 7008 W. Jackson St
Property Reference No.: 11-2S-31-5410-001-001
11-2S-31-5410-000-000
Property Size: .53 (+/-) acres
From: R-2, Single-Family District (Cumulative), Low-Medium Density
To: C-2NA, General Commercial and Light Manufacturing District (cumulative); no sale of alcohol allowed
FLU Category: MU-U, Mixed-Use Urban

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2010); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____ day of _____, 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-1807

Growth Management Report 11. 3.

BCC Regular Meeting

Public Hearing

Meeting Date: 11/01/2012

Issue: 5:46 P.M. - Public Hearing - Small Scale Amendment SSA 2012-03

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:46 p.m. - Recommendation Concerning the Review of the Comprehensive Plan Small Scale Amendment

That the Board of County Commissioners (BCC) review and adopt a Comprehensive Plan Small Scale Amendment - SSA 2012-03; amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended; amending the Future Land Use Map designation.

The Planning Board recommended approval of this Small Scale Amendment.

BACKGROUND:

Wiley C. "Buddy" Page, Agent for Michael Oneill requested an amendment to change the Future Land Use category for a parcel totaling 9.99 (+/-) acres from Mixed Use Suburban to Industrial. The attached implementing ordinance proposes amending Chapter 7 of the Comprehensive Plan, "Future Land Use Element," to amend the Year 2030 Future Land Use Map.

The proposed amendment consists of 9.99 (+/-) acres which is under the 10 acres or less requirement for a small scale amendment as stated in 163.3187(a). This amendment is the third small scale amendment for this calendar year; therefore, it will not exceed the maximum of 120 acres in a calendar year as stated in F.S 163.3187(b).

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Comprehensive Plan amendment.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Comprehensive Plan Amendment has been reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Comprehensive Plan amendment.

POLICY/REQUIREMENT FOR BOARD ACTION:

Comprehensive Plan Section 4.07 requires a public hearing review by the local planning agency (Planning Board) of any proposed amendment to the plan prior to adoption by the Board of County Commissioners in a subsequent public hearing.

IMPLEMENTATION/COORDINATION:

Upon recommendation by the Planning Board, the Board of County Commissioners will hold a public hearing to review and adopt the amendment package. Upon adoption the Future Land Use Map will be modified to reflect the amendment.

The proposed implementing 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 Clean Copy

Exhibit A

Staff Analysis

Application Packet

ORDINANCE NO. 2012-___

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AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 14, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 1001-007-002, TOTALING 9.93 (+/-) ACRES, LOCATED ON STONE BOULEVARD, FROM MIXED-USE SUBURBAN (MU-S) TO INDUSTRIAL (I); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

1 **Section 1. Purpose and Intent**

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3 This Ordinance is enacted to carry out the purpose and intent of, and exercise the
4 authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215,
5 Florida Statutes.
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8 **Section 2. Title of Comprehensive Plan Amendment**

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10 This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment
11 2012-03."
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14 **Section 3. Changes to the 2030 Future Land Use Map**

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16 The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the
17 Escambia County Code of Ordinances, the Escambia County Comprehensive Plan:
18 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all
19 notations, references and information shown thereon, is further amended to include the
20 following future land use change depicted on the map attached as Exhibit "A":
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22
23 Parcel "A" as shown on the legal description and sketch by Pitman, Glaze
24 and Associates, Inc., Drawing Number C-6777, dated September 6, 2012,
25 lying within Section 14, Township 1N, Range 31W, Parcel Number 1001-
26 007-002, totaling 9.93 (+/-) acres, located on Stone Boulevard, from
27 Mixed-Use Suburban (MU-S) to Industrial (I).
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30 **Section 4. Severability**

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32 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
33 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect
34 the validity of the remaining portions of this Ordinance.
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37 **Section 5. Inclusion in the Code**

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39 It is the intention of the Board of County Commissioners that the provisions of this
40 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that
41 the sections, subsections and other provisions of this Ordinance may be renumbered or
42 relettered and the word "ordinance" may be changed to "section," "article," or such other
43 appropriate word or phrase in order to accomplish such intentions.

1 **Section 6. Effective Date**

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3 Pursuant to Section 163.3187(5)(c), Florida Statutes, this Ordinance shall not become
4 effective until 31 days after adoption. If challenged within 30 days after adoption, this
5 Ordinance shall not become effective until the Department of Economic Opportunity or
6 the Administration Commission enters a final order determining the Ordinance to be in
7 compliance.
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9
10 **DONE AND ENACTED** this _____ day of _____, 2012.

11
12 BOARD OF COUNTY COMMISSIONERS
13 OF ESCAMBIA COUNTY, FLORIDA

14
15
16 By: _____
17 Wilson B. Robertson, Chairman

18
19 ATTEST: ERNIE LEE MAGAHA
20 CLERK OF THE CIRCUIT COURT

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22
23 By: _____
24 Deputy Clerk

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27 (SEAL)

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30 ENACTED:

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32 FILED WITH THE DEPARTMENT OF STATE:

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34 EFFECTIVE DATE:
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ORDINANCE NO. 2012-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 14, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 1001-007-002, TOTALING 9.93 (+/-) ACRES, LOCATED ON STONE BOULEVARD, FROM MIXED-USE SUBURBAN (MU-S) TO INDUSTRIAL (I); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2012-03."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change depicted on the map attached as Exhibit "A":

Parcel "A" as shown on the legal description and sketch by Pitman, Glaze and Associates, Inc., Drawing Number C-6777, dated September 6, 2012, lying within Section 14, Township 1N, Range 31W, Parcel Number 1001-007-002, totaling 9.93 (+/-) acres, located on Stone Boulevard, from Mixed-Use Suburban (MU-S) to Industrial (I).

Section 4. Severability

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

Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, 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 6. Effective Date

Pursuant to Section 163.3187(5)(c), Florida Statutes, this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, this

Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

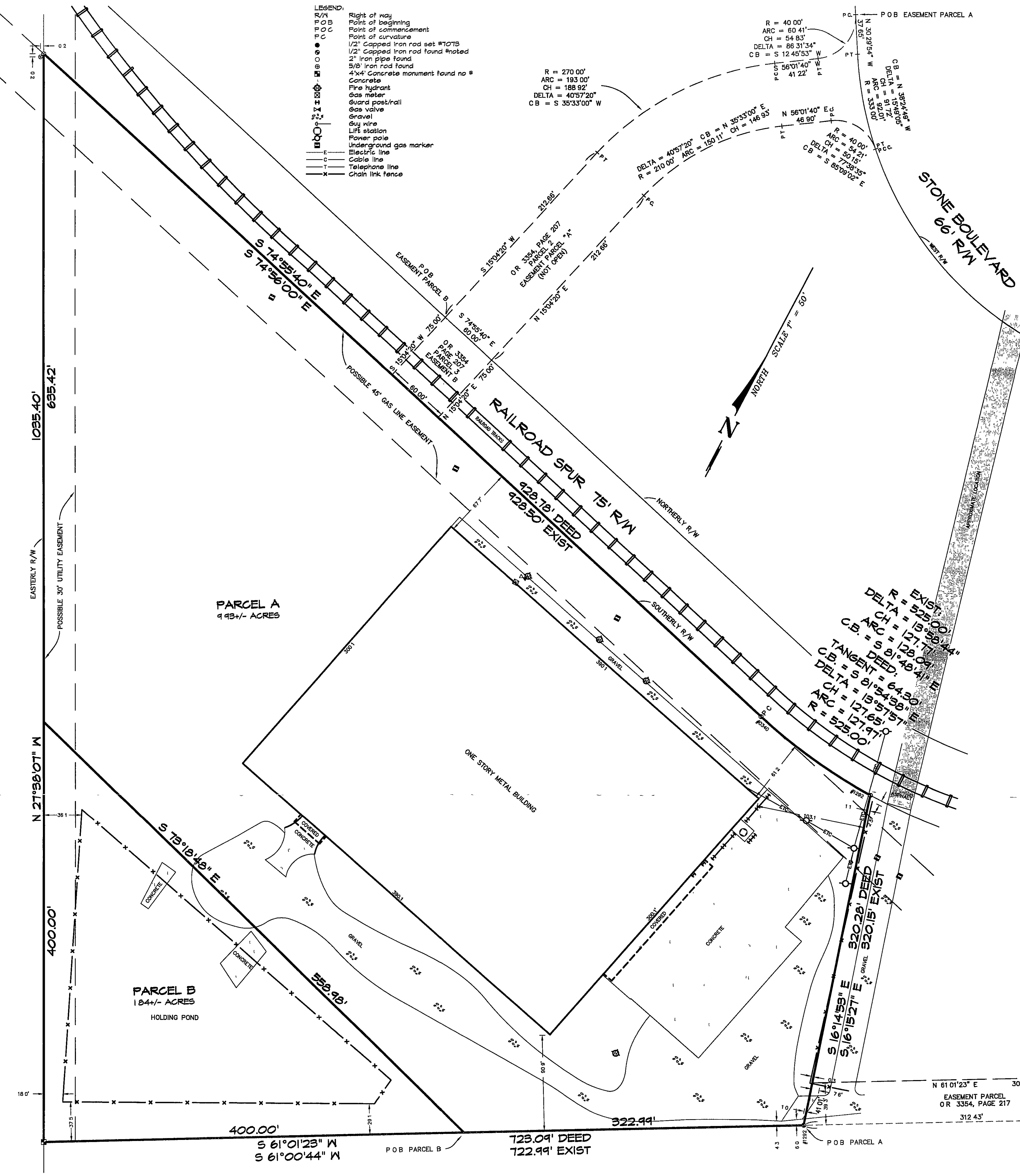
(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

SEABOARD SYSTEM RAILROAD R/W VARIES



- LEGEND:
- R/W/R Right of way
 - P.O.B Point of Beginning
 - P.O.C Point of Curvature
 - P.O.C Point of Commencement
 - 1/2" Capped iron rod set #107B
 - 1/2" Capped iron rod found #107B
 - 2" Iron pipe found
 - 5/8" Iron rod found
 - 4"x4" Concrete monument found no #
 - Concrete
 - Fire hydrant
 - Gas meter
 - Swamp post/rail
 - Gas valve
 - Gravel
 - Dug wire
 - Life station
 - Power pole
 - Underground gas marker
 - Electric line
 - Cable line
 - Telephone line
 - Chain link fence

SURVEYOR'S NOTES

- Subject to setbacks, easements and restrictions of record
- This survey is based on Old Republic National Title Insurance Company title commitment Fund File #04-2012-405, effective date May 11, 2012
- This survey does not reflect or determine ownership
- This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
- Footers and foundations below natural grade not located
- NOT A BOUNDARY SURVEY For boundary survey see Pittman, Glaze & Associates survey File # 6725

Parcel 2 (Easement Parcel A)
Commence at a 2 inch iron pipe at the Northeast corner of Section 14, Township 1 North, Range 31 West, Escambia County, Florida, thence South 55 degrees 23 minutes 25 seconds West along the North line thereof a distance of 1466.02 feet to a point on the West right-of-way of Stone Boulevard, thence South 50 degrees 24 minutes 54 seconds East, a distance of 575.66 feet to a point for the Point of Beginning also being a point of curvature, thence around a curve in a clockwise direction having a delta angle of 86 degrees 31 minutes 34 seconds, an arc distance of 60.41 feet, a radius of 40.00 feet, and a chord bearing of South 12 degrees 45 minutes 55 seconds West a distance of 54.83 feet to a point of tangency, thence South 56 degrees 01 minutes 40 seconds West a distance of 41.22 feet to a point of curvature, thence around a curve in a counterclockwise direction having a delta angle of 40 degrees 57 minutes 20 seconds, an arc distance of 193.00 feet, a radius of 210.00 feet, and a chord bearing of South 55 degrees 35 minutes 00 seconds West a distance of 186.92 feet to a point of tangency, thence South 15 degrees 04 minutes 20 seconds East, a distance of 212.66 feet to a point of curvature, thence around a curve in a clockwise direction having a delta angle of 40 degrees 57 minutes 20 seconds, an arc distance of 150.11 feet, a radius of 210.00 feet, and a chord bearing of North 35 degrees 35 minutes 00 seconds East, a distance of 146.18 feet to a point of tangency, thence North 34 degrees 01 minutes 40 seconds East, a distance of 46.40 feet to a point of curvature, thence around a curve in a clockwise direction having a delta angle of 77 degrees 38 minutes 35 seconds, an arc distance of 54.21 feet, a radius of 40.00 feet, and a chord bearing South 85 degrees 07 minutes 02 seconds East, a distance of 50.15 feet to a point of compound curvature, thence around a curve in a clockwise direction having a delta angle of 15 degrees 44 minutes 5 seconds, an arc distance of 12.01 feet, a radius of 533.00 feet, and a chord bearing of North 38 degrees 24 minutes 44 seconds West, a distance of 41.12 feet to a point, thence North 30 degrees 24 minutes 54 seconds West, a distance of 57.65 feet to the Point of Beginning

Parcel 3 (Easement Parcel B)
Commence at a 2 inch iron pipe at the Northeast corner of Section 14, Township 1 North, Range 31 West, Escambia County, Florida, thence South 55 degrees 23 minutes 25 seconds West along the North line thereof, a distance of 1466.02 feet to a point on the West right-of-way of Stone Boulevard, thence South 50 degrees 24 minutes 54 seconds East along the West right-of-way of Stone Boulevard, a distance of 575.66 feet to a point of curvature, thence around a curve in a clockwise direction having a delta angle of 86 degrees 31 minutes 34 seconds, an arc distance of 60.41 feet, a radius of 40.00 feet, and a chord bearing of 12 degrees 45 minutes 55 seconds West a distance of 54.83 feet to a point of tangency, thence South 56 degrees 01 minutes 40 seconds West a distance of 41.22 feet to a point of curvature, thence around a curve in a counterclockwise direction having a delta angle of 40 degrees 57 minutes 20 seconds, an arc distance of 193.00 feet, a radius of 210.00 feet, and a chord bearing of South 55 degrees 35 minutes 00 seconds West, a distance of 186.92 feet to a point of tangency, thence South 15 degrees 04 minutes 20 seconds East, a distance of 212.66 feet to a point of curvature, thence around a curve in a clockwise direction having a delta angle of 40 degrees 57 minutes 20 seconds, an arc distance of 150.11 feet, a radius of 210.00 feet, and a chord bearing of North 35 degrees 35 minutes 00 seconds East, a distance of 146.18 feet to a point of tangency, thence North 34 degrees 01 minutes 40 seconds East, a distance of 46.40 feet to a point of curvature, thence around a curve in a clockwise direction having a delta angle of 77 degrees 38 minutes 35 seconds, an arc distance of 54.21 feet, a radius of 40.00 feet, and a chord bearing South 85 degrees 07 minutes 02 seconds East, a distance of 50.15 feet to a point of compound curvature, thence around a curve in a clockwise direction having a delta angle of 15 degrees 44 minutes 5 seconds, an arc distance of 12.01 feet, a radius of 533.00 feet, and a chord bearing of North 38 degrees 24 minutes 44 seconds West, a distance of 41.12 feet to a point, thence North 30 degrees 24 minutes 54 seconds West, a distance of 57.65 feet to the Point of Beginning (Containing 4500 square feet or 0.1033 acres)

Easement Parcel
Commence at the Northeast corner of Section 14, Township 1 North, Range 31 West, Escambia County, Florida, thence proceed South 55 degrees 15 minutes 05 seconds East, along the East line of the aforesaid section a distance of 1844.56 feet, thence departing said East section line, proceed South 61 degrees 01 minutes 23 seconds West a distance of 1856.40 feet to the Point of Beginning, thence continue South 61 degrees 01 minutes 23 seconds West a distance of 2144.10 feet to the Point of Beginning of the following described parcel:
Thence continue South 61 degrees 01 minutes 23 seconds West (South 61 degrees 00 minutes 44 seconds West exists) a distance of 322.94 feet to the Point of Beginning of the following described parcel:
Thence continue South 61 degrees 01 minutes 23 seconds West (South 61 degrees 00 minutes 44 seconds West exists) a distance of 400.00 feet to the Easterly right-of-way of Seaboard Systems Railroad (R/W varies), thence proceed North 27 degrees 35 minutes 07 seconds West along the Easterly right-of-way of Seaboard Systems Railroad a distance of 635.42 feet, thence departing said Easterly right-of-way proceed South 74 degrees 55 minutes 40 seconds East (South 74 degrees 56 minutes 00 seconds East exists) a distance of 428.78 feet (428.50 feet exist) to a point of curvature of a curve, concave to the North, having a radius of 525.00 feet, a central angle of 15 degrees 57 minutes 17 seconds, a tangent distance of 64.30 feet, a chord bearing and distance of South 81 degrees 34 minutes 30 seconds East (South 81 degrees 48 minutes 41 seconds East exist), thence proceed Southeast along the arc of said curve a distance of 127.71 feet (126.04 feet exist) to a point on a non-tangent line, thence proceed South 16 degrees 14 minutes 53 seconds East (South 16 degrees 15 minutes 27 seconds East exist) a distance of 320.28 feet (320.15 feet exist) to the Point of Beginning.
All lying and being in Section 14, Township 1 North, Range 31 West, Escambia County, Florida containing 4.93 acres, more or less.

LEGAL DESCRIPTION Parcel A
Commence at the Northeast corner of Section 14, Township 1 North, Range 31 West, Escambia County, Florida, thence proceed South 55 degrees 15 minutes 05 seconds East (South 55 degrees 14 minutes 51 seconds East exists) along the East line of the aforesaid section a distance of 1844.56 feet (1844.37 feet exist), thence departing said East section line proceed South 61 degrees 01 minutes 23 seconds West a distance of 2144.10 feet (2144.10 feet exist) to the Point of Beginning of the following described parcel:
Thence continue South 61 degrees 01 minutes 23 seconds West (South 61 degrees 00 minutes 44 seconds West exists) a distance of 322.94 feet to the Point of Beginning of the following described parcel:
Thence continue South 61 degrees 01 minutes 23 seconds West (South 61 degrees 00 minutes 44 seconds West exists) a distance of 400.00 feet to the Easterly right-of-way of Seaboard Systems Railroad (R/W varies), thence proceed North 27 degrees 35 minutes 07 seconds West along the Easterly right-of-way of Seaboard Systems Railroad a distance of 635.42 feet, thence departing said Easterly right-of-way proceed South 74 degrees 55 minutes 40 seconds East (South 74 degrees 56 minutes 00 seconds East exists) a distance of 428.78 feet (428.50 feet exist) to a point of curvature of a curve, concave to the North, having a radius of 525.00 feet, a central angle of 15 degrees 57 minutes 17 seconds, a tangent distance of 64.30 feet, a chord bearing and distance of South 81 degrees 34 minutes 30 seconds East (South 81 degrees 48 minutes 41 seconds East exist), thence proceed Southeast along the arc of said curve a distance of 127.71 feet (126.04 feet exist) to a point on a non-tangent line, thence proceed South 16 degrees 14 minutes 53 seconds East (South 16 degrees 15 minutes 27 seconds East exist) a distance of 320.28 feet (320.15 feet exist) to the Point of Beginning.
All lying and being in Section 14, Township 1 North, Range 31 West, Escambia County, Florida containing 1.84 acres, more or less.

LEGAL DESCRIPTION Parcel B
Commence at the Northeast corner of Section 14, Township 1 North, Range 31 West, Escambia County, Florida, thence proceed South 55 degrees 15 minutes 05 seconds East (South 55 degrees 14 minutes 51 seconds East exists) along the East line of the aforesaid section a distance of 1844.56 feet (1844.37 feet exist), thence departing said East section line proceed South 61 degrees 01 minutes 23 seconds West a distance of 2144.10 feet (2144.10 feet exist) to a capped iron rod #1242, thence continue South 61 degrees 23 minutes 30 seconds West (South 61 degrees 00 minutes 44 seconds West exists) for a distance of 322.94 feet to the Point of Beginning of the following described parcel:
Thence continue South 61 degrees 01 minutes 23 seconds West (South 61 degrees 00 minutes 44 seconds West exists) a distance of 400.00 feet to the Easterly right-of-way of Seaboard Systems Railroad (R/W varies), thence proceed North 27 degrees 35 minutes 07 seconds West along the Easterly right-of-way of Seaboard Systems Railroad a distance of 635.42 feet, thence departing said Easterly right-of-way proceed South 74 degrees 55 minutes 40 seconds East (South 74 degrees 56 minutes 00 seconds East exists) a distance of 428.78 feet (428.50 feet exist) to a point of curvature of a curve, concave to the North, having a radius of 525.00 feet, a central angle of 15 degrees 57 minutes 17 seconds, a tangent distance of 64.30 feet, a chord bearing and distance of South 81 degrees 34 minutes 30 seconds East (South 81 degrees 48 minutes 41 seconds East exist), thence proceed Southeast along the arc of said curve a distance of 127.71 feet (126.04 feet exist) to a point on a non-tangent line, thence proceed South 16 degrees 14 minutes 53 seconds East (South 16 degrees 15 minutes 27 seconds East exist) a distance of 320.28 feet (320.15 feet exist) to the Point of Beginning.
All lying and being in Section 14, Township 1 North, Range 31 West, Escambia County, Florida containing 1.84 acres, more or less.

Measurements made in accordance with United States Standards
 Bearing Reference: NORTH-BASED ON EAST LINE SECTION 14, AS SHOWN ON PLAT
 Elevation Reference: Mean Sea Level
 Encroachments: FENCE, CONCRETE
 Source of Information: TAX MAPS, PUBLIC RECORDS, SURVEYS BY THIS FIRM AND OTHER SOURCES
 PREPARED BY: PITTMAN, GLAZE & ASSOCIATES, INC.

PITTMAN, AND GLAZE ASSOCIATES, INC.
LAND SURVEYORS
 5700 N. DAVIS HIGHWAY, SUITE 3
 PENSACOLA, FL 32503
 Phone (850) 434-6666 Fax (850) 434-6661
 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 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.02, Florida Statutes.

David D. Glaze PSM #5605
Walter J. Glaze PSM #6190

Scale: 1" = 50'
 File No: C-6711
 Job No: 88108-12a
 Date of Plot: 9-6-12
 Date of Survey: 5-24-12
 FB: 1801 PG: 1-5
 FB: PG:
 FB: PG:
 Drawn by: FMJ

Comprehensive Plan Amendment Staff Analysis

General Data

Project Name: SSA 2012-03
Location: 85 Stone Blvd
Parcel #s: 14-1N-31-1001-007-002
Acreage: 9.99 (+/-) acres
Request: From Mixed Use Suburban (MU-S) to I- Industrial
Agent: Wiley C. "Buddy" Page, Agent for Michael O'Neill

Meeting Dates: Planning Board October 8, 2012
BCC November, 1, 2012

Summary of Proposed Amendment:

The proposed amendment is for a 9.99 (+/-) acre parcel that is accessed from Stone Lake Blvd via an easement. The subject property is abutting and adjacent to an existing ID-2 zoned parcel.

The proposed small scale amendment meets the following conditions in order to be classified as a small scale comprehensive plan amendment:

- a) The parcel is 9.99 (+/-) acres which is under the 10 acres or fewer as stated in 163.3187(a).
- b) This amendment is the third small scale amendment for this calendar year, therefore it will not exceed the maximum of 120 acres in a calendar year as stated in F.S 163.3187(b).
- c) The proposed amendment is not located within a designated area of critical state concern.

The agent has requested a future land use (FLU) map amendment to change the future land use category of a 9.99(+/-) acre parcel from Mixed Use Suburban Future Land Use to Industrial Future Land Use. The zoning designation for the referenced parcel is ID-CP (Industrial Commerce Park). The intent of the proposed FLU change is to allow for industrial uses consistent with existing properties to the north and across Highway 29. The applicant will submit the subject parcel for a rezoning.

Land Use Impacts:

Residential Impact

Under Comprehensive Plan Policy 1.3.1, the current Mixed Use Suburban (MU-S) Future Land Use category has a maximum intensity of 1.0 Floor Area Ratio (FAR) and no Minimum Intensity for non-residential uses. It allows for a mix of residential and non-residential uses such as residential, retail and services, professional office, recreational facilities and public and civic.

The proposed amendment to Industrial Future Land Use category allows for a Maximum Intensity of 1.0 FAR. It allows for light to intensive industrial, ancillary retail and office and no new residential development is allowed.

Infrastructure Availability:

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).

FLU 2.1.1 Infrastructure Capacities

Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

GOAL CMS 1 Concurrency Management System

Escambia County shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.

OBJ CMS 1.1 Level of Service Standards

Ensure that Escambia County's adopted Level of Service (LOS) standards for roadways, mass transit, potable water, wastewater, solid waste, stormwater, public schools and recreation will be maintained.

CMS 1.2.1 Concurrency Determination.

The test for concurrency shall be met and the determination of concurrency shall be made prior to the approval of an application for a development order or permit that

contains a specific plan for development, including the densities and intensities of the proposed development. If an applicant fails concurrency, he/she may apply to satisfy the requirements of the concurrency management system through the proportionate fair share program. For applicants participating in the proportionate fair share program, the BCC must approve a proportionate fair share agreement before a certificate of concurrency can be issued.

Potable Water

Emerald Coast Utility Authority (ECUA) would be the potable water provider for the parcel. The adopted level of service (LOS) standards for, potable water, are established in Comprehensive Plan Policy INF 4.1.7. ECUA standard is 250 gallons per capita per day per residential connection per day. For non-residential uses, the LOS requirements shall be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application.

Unlike residential development for which population can be estimated from proposed dwelling units (households), non-residential development has no associated population that can be used to evaluate the potential impacts on the provider's adopted per capita LOS.

Potable water service exists in the area of the subject parcel with a 12 inch water line on the north side of Becks Lake Road and the west side of Stone Blvd.

Sanitary Sewer

The adopted level of service standards for sanitary sewer established in Comprehensive Plan Policy INF 1.1.9 are an average of 210 gallons per residential connection per day and a peak of 350 gallons per residential connection per day. The policy also states that the LOS requirements for non-residential uses shall be based upon an equivalent residential connection calculated by the provider and on the size of the non-residential water meter. However, neither the Emerald Coast Utilities Authority (ECUA) nor any other provider presently has sewer collection lines that can serve the parcel. The nearest connection is on the west side of Highway 29 on Muscogee Road. The agent's letter states there are existing stormwater facilities, water and sewer available to the parcel on Stone Blvd.

Solid Waste Disposal

As established in Comprehensive Plan policy INF 2.1.4, the adopted LOS standard for solid waste disposal in the county is six pounds per capita per day. Solid waste from the parcel will be disposed at the Perdido Landfill. The current build-out of the 424-acre landfill facility is 74 acres. Based on population growth projections and estimated annual Class 1 municipal solid waste (MSW) received, the estimated remaining life of the landfill is 70 years.

No solid waste provider for the parcel was determined but the area currently has Emerald Coast Utilities Authority for the waste, which could go to the Perdido Landfill.

Based on the level of service standards and estimated life of the landfill, there will not be an additional impact on capacity.

Stormwater Management

Comprehensive Plan Policy INF 3.1.9 establishes the following minimum level of service standards for drainage:

- a. The post development run-off rate shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with greatest intensity. However, the County Engineer may reduce detention/retention storage requirements for developments that provide a direct discharge of treated stormwater to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido Bay.*
- b. Compliance with environmental resource permitting and other stormwater design and performance standards of the Florida Department of Environmental Protection and Northwest Florida Water Management District as prescribed in the Florida Administrative Code.*
- c. The contribution of the new development to any existing, functioning area-wide drainage system shall not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.*
- d. The design and construction for all major channels of stormwater systems under arterial and collector roads shall be predicated upon, and designed to control stormwater from, at least a 100-year storm event.*

Any new development on the parcel must meet these LOS requirements and may necessitate the construction of stormwater management facilities. Drainage LOS compliance would be addressed as part of the site development review process.

Traffic Concurrency

*Under Comp Plan CMS 1.1.2 **Primary Tasks**. The County Administrator, or designee, shall be responsible for the five primary tasks described below:*

- a. Maintaining an inventory of existing public facilities and capacities or deficiencies;*
- b. Determining concurrency of proposed development that does not require BCC approval;*
- c. Providing advisory concurrency assessments and recommending conditions of approval to the BCC for those applications for development orders that require BCC approval;*
- d. Reporting the status of all public facilities covered under this system to the BCC and recommending a schedule of improvements for those public facilities found to have existing deficiencies; and*
- e. Administering the Proportionate Fair Share Program as outlined in the Land Development Code (LDC) and the Escambia County Concurrency Management System*

Procedure Manual, if the County CMS-1 and an applicant choose to utilize this program to mitigate transportation impacts on transportation facilities found to have deficient capacity during the process of testing for concurrency.

The county's Transportation & Traffic Operations Division analyzed the impacts on area roads from trips generated by potential use of the parcel. The analysis estimated the impacted road segments of U.S. Highway 29 and Muscogee Rd (CR-184) would all maintain their adopted levels of service established in Comprehensive Plan Policy Mobility Element (MOB)1.1.2 and would meet the test for concurrency prescribed by Land Development Code (LDC) Section 5.12.00. Potential trip generation was based on "industrial park" land use as defined by the Institute of Transportation Engineers. That use is a more trip-intensive use than possible heavy industrial use and is a best-fit characterization of the potential impacts of the industrial FLU.

SUMMARY: Test for concurrency and allocation for capacity on roadways, potable water, wastewater, solid waste, stormwater shall be determined at the time of site plan review.

Impact on Wellheads, Historically Significant Sites and the Natural Environment:

Wellheads:

*CON 1.4.1 **Wellhead Protection.** Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

The nearest potable wellhead, ECUA Cantonment well, is approximately 1400 feet northeast of the parcel site. The site is within the 20 year travel time contour of that well. All impacts to the wellhead protection area must be reviewed and mitigated as part of the site plan review process.

Historically Significant Sites:

*FLU 1.2.1 **State Assistance.** Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.*

The agent did not provide information regarding the identification of archeological and/or historical site or structures in or near the subject parcel.

Wetlands:

*CON 1.1.2 **Wetland and Habitat Indicators.** Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this ordinance as Exhibit N.*

As indicated on the National Wetland Inventory maps, there appears to be no environmentally sensitive lands on the subject parcel. Any future development shall be reviewed for compliance with the all the federal, state and local regulations prior to the issuance of any site plan approval.

Comprehensive Plan Consistency and Relevant Policies:

FLU 1.3 Future Land Use Map Designations:

"Designate land uses on FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas."

Industrial Future Land Use Category:

FLU 1.3.1 states that the Industrial FLU "is intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents.

New industrial uses in the I-Industrial category may be permitted provided such use conforms to the permitted uses listed in the ID-2 zoning category. The adjacent or nearby properties are currently being utilized for industrial type uses. If this amendment is granted, the agent must submit an application for the quasi-judicial rezoning process prior to receiving a development order.

*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).*

The site must meet all the level of service standards for any future industrial development on the parcel.

FUTURE LAND USE MAP AMENDMENT APPLICATION

SSA 2012-03

PPB 1209 00005

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT _____

Current FLU: MU-S Desired FLU: I Zoning: ID-CP Taken by: A Cain

Planning Board Public Hearing, date(s): October 8, 2012

BCC Public Hearing, proposed date(s): Nov 1, 2012

Fees Paid _____ Receipt # _____ Date: _____

**OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF
ESCAMBIA COUNTY, FL**

Name: 85 Stone, LLC

Address: 8500 Fowler Avenue

City: Pensacola State: Florida Zip Code: 32534

Telephone: () 850 429 5212

Email: mikeo@kjsupply.com

DESCRIPTION OF PROPERTY:

Street address: 85 Stone Boulevard Pensacola, Florida 32533

Subdivision:

N / A

Property reference number: Section 14 Township 1N Range 31

Parcel 1001 Lot 007 Block 002

Size of Property (acres) 9.9+-

**AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR
FUTURE LAND USE CHANGE REQUEST**

By my signature, I hereby certify that:

- 1) I am duly qualified as owner 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 there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
- 4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
- 5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
- 6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

[Signature] 85 Stone, LLC
Signature (Property Owner) Printed Name Date

Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 8500 Fowler Avenue
City: Pensacola State: FL Zip: 32534
Telephone () 850 - 554-7489 Fax # () 850 - 484-3586
Email: mike0@kjsupplyco.com

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The forgoing instrument was acknowledged before me this 15 day of August, year of 2012 by Michael Overall who () did () did not take an oath. He/she is () personally known to me, () produced current Florida/Other driver's license, and/or () produced current _____ as identification.

Michael Dean Soutello 8/15/12 Michael Dean Soutello
Signature of Notary Public Date Printed Name of Notary

My Commission Expires NOV. 21, 2012 Commission No. DD 815990
(Notary seal must be affixed)



AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 85 Stone Blvd. Pensacola, FL,
Pensacola, Florida, Property Reference Number(s) 14-1N-31-1001-007-002

I hereby designate Wiley C. "Buddy" Page, for the sole purpose of completing this application
and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the
Board of County Commissioners, to request a change in the Future Land Use 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 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 Planning and
Engineering Department.

[Signature] _____ 85 Stone, LLC
Signature of Property Owner Date Printed Name of Property Owner

Signature of Agent Date Printed Name of Agent

STATE OF FLORIDA
COUNTY OF ESCAMBIA

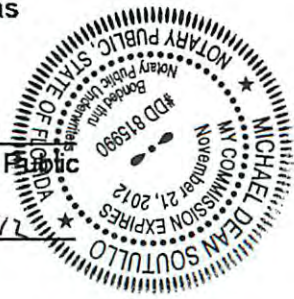
The foregoing instrument was acknowledged before me this 15 day of August, year of
2012, by Michael ONELL who () did () did not take an
oath.

He/she is () personally known to me, () produced current Florida/Other driver's license,
and/or () produced current _____ as
identification.

[Signature] 9/15/12 Michael Dean Soutullo
Signature of Notary Public Date Printed Name of Notary Public

Commission Number DD845990 My Commission Expires NOV 21, 2012

(Notary seal must be affixed)



**FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Project name:

85 Stone, LLC

Property reference #: Section 14 Township 1N Range 31

Parcel # 1001-007-002

Project Address:

85 Stone Boulevard, Pensacola, Florida 32533

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning/reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

- (1) The necessary facilities and services are in place at the time a development permit is issued; or
- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
- (3) The necessary facilities are under construction at the time a permit is issued; or
- (4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or
- (5) 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 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.
- (6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 15 DAY OF Aug, 2012

Owner's signature

85 Stone, LLC
Owner's name (print)

Agent's signature

Agent's name (print)

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

August 6, 2012
VIA HAND DELIVERY

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

RE: Small Scale Amendment for 85 Stone, LLC
Property Parcel No. 14-1N-31-1001-007-002
Change Requested: From MU-S to ID

Dear Ms. Cain:

The attached application package seeks to change the Future Land Use Map (FLUM) land use classification to the above referenced property from the existing designation of Mixed Use Suburban MU-S to ID Industrial. The 9.9 acre site is located within the Stone Industrial Park area in Cantonment.

Although the site has been vacant for several years, it is otherwise complete with existing paving, stormwater facilities, water, sewer, three phase electrical service, and an 11,000sf metal building. Rail service is available on the north and west side of the property.

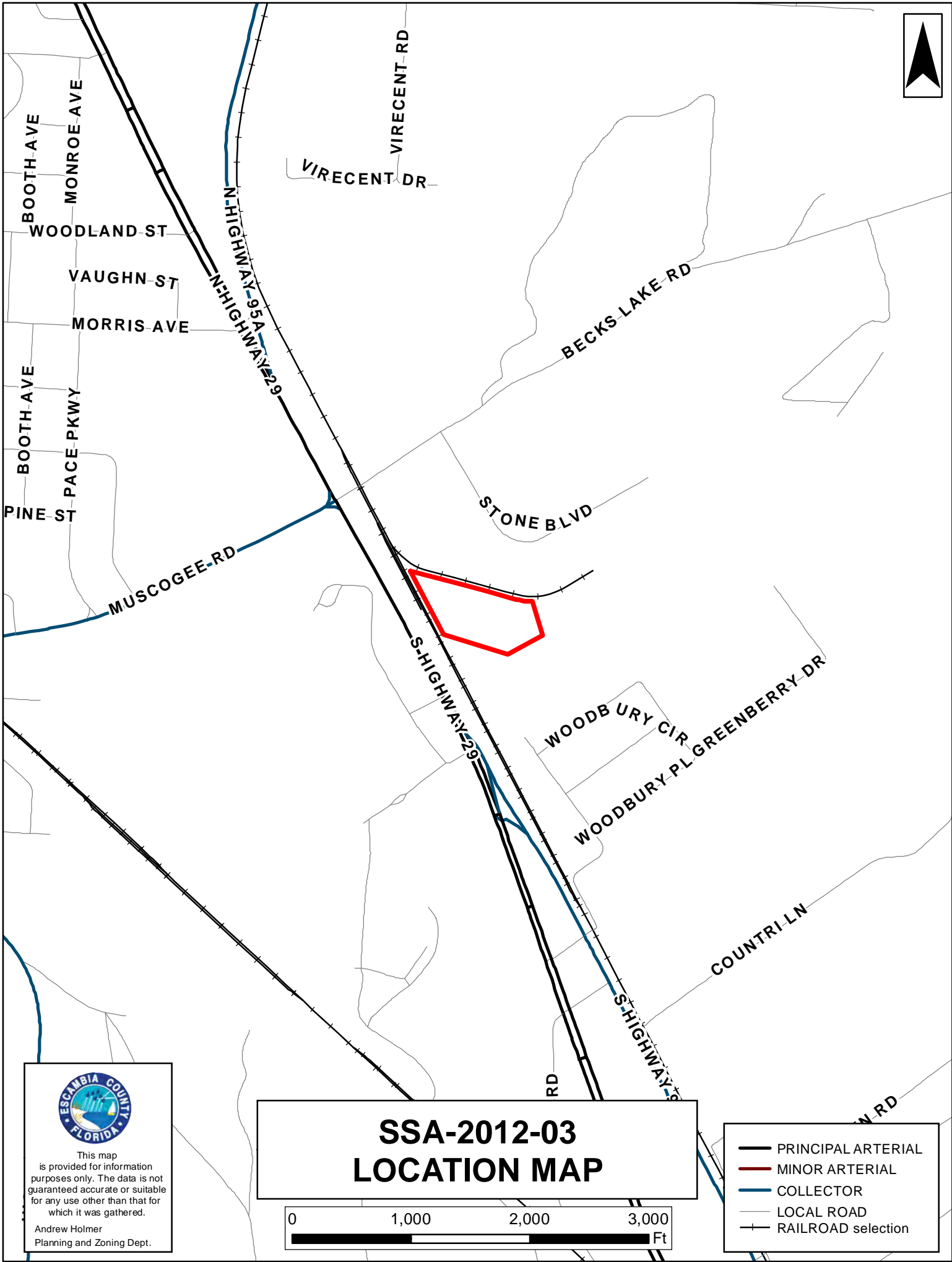
Please advise if you have any questions or need any further information. Thank you.

Sincerely yours,

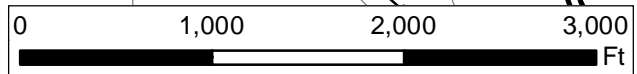


Wiley C. "Buddy" Page


Copy: Mr. Mike O'Neill



SSA-2012-03 LOCATION MAP

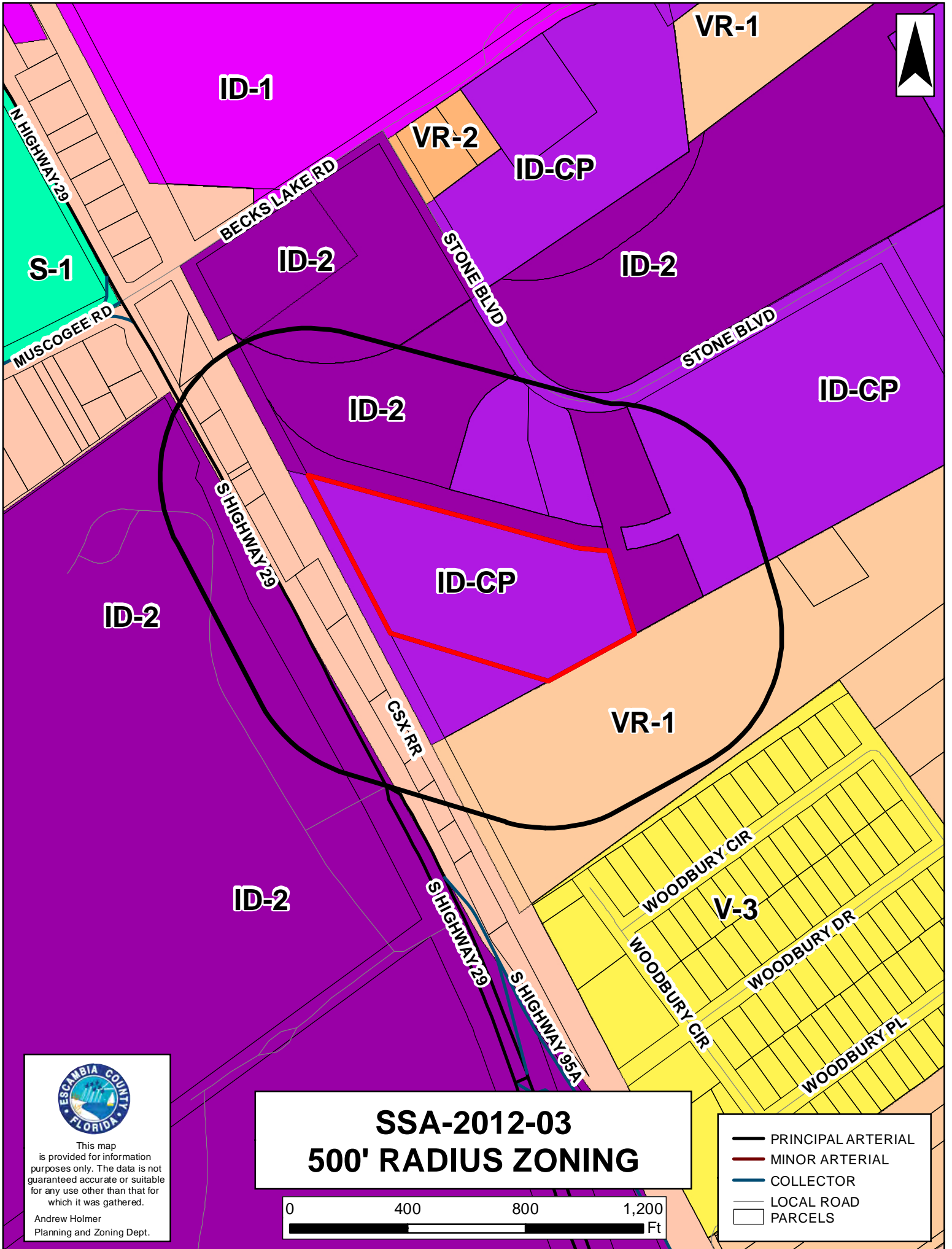


- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD selection

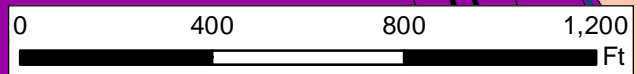


This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.


Andrew Holmer
Planning and Zoning Dept.



**SSA-2012-03
500' RADIUS ZONING**



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


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 Andrew Holmer
 Planning and Zoning Dept.



MU-U

MU-S

MU-S

MU-S

MU-S

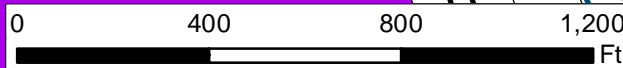
MU-S



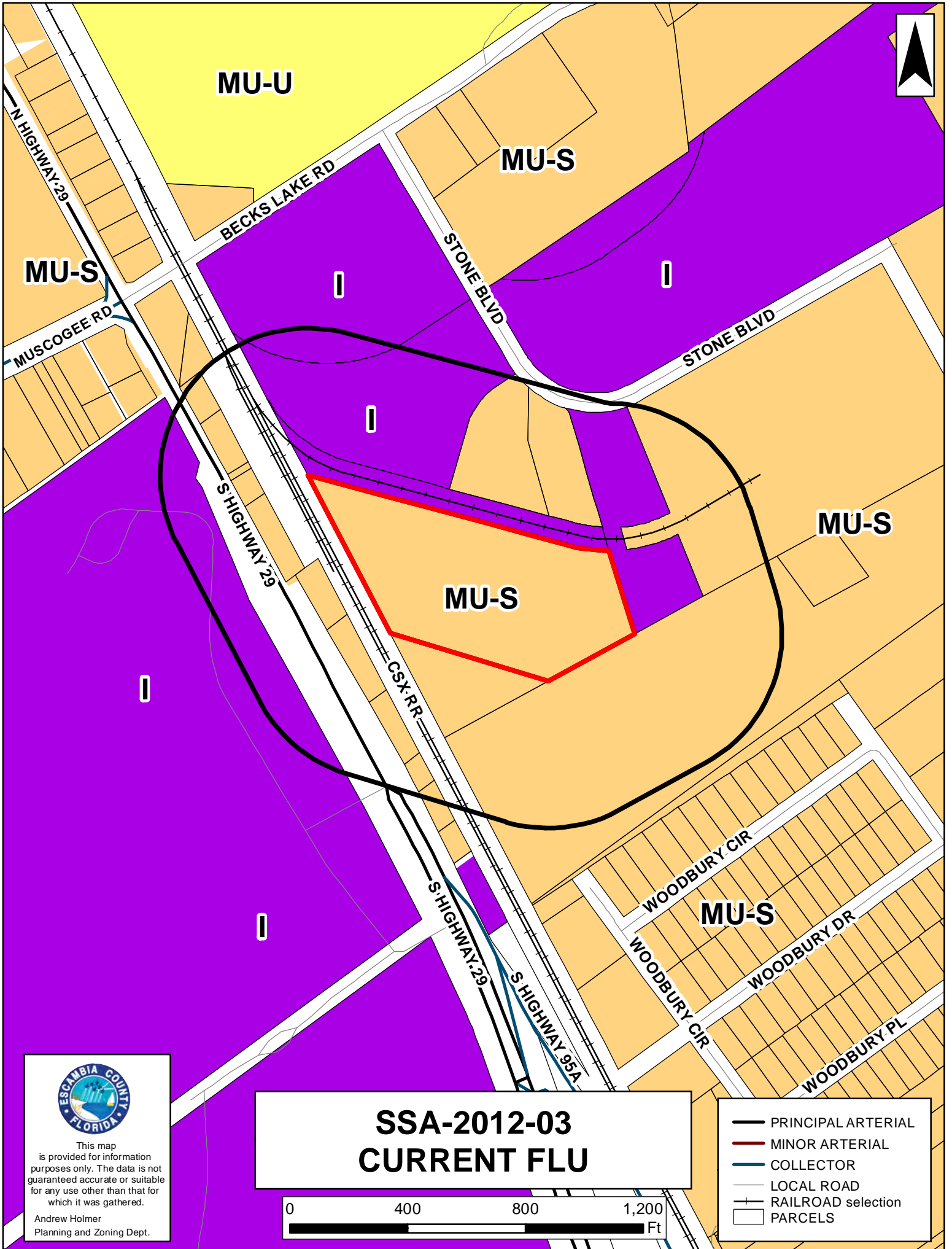
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

SSA-2012-03 CURRENT FLU



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





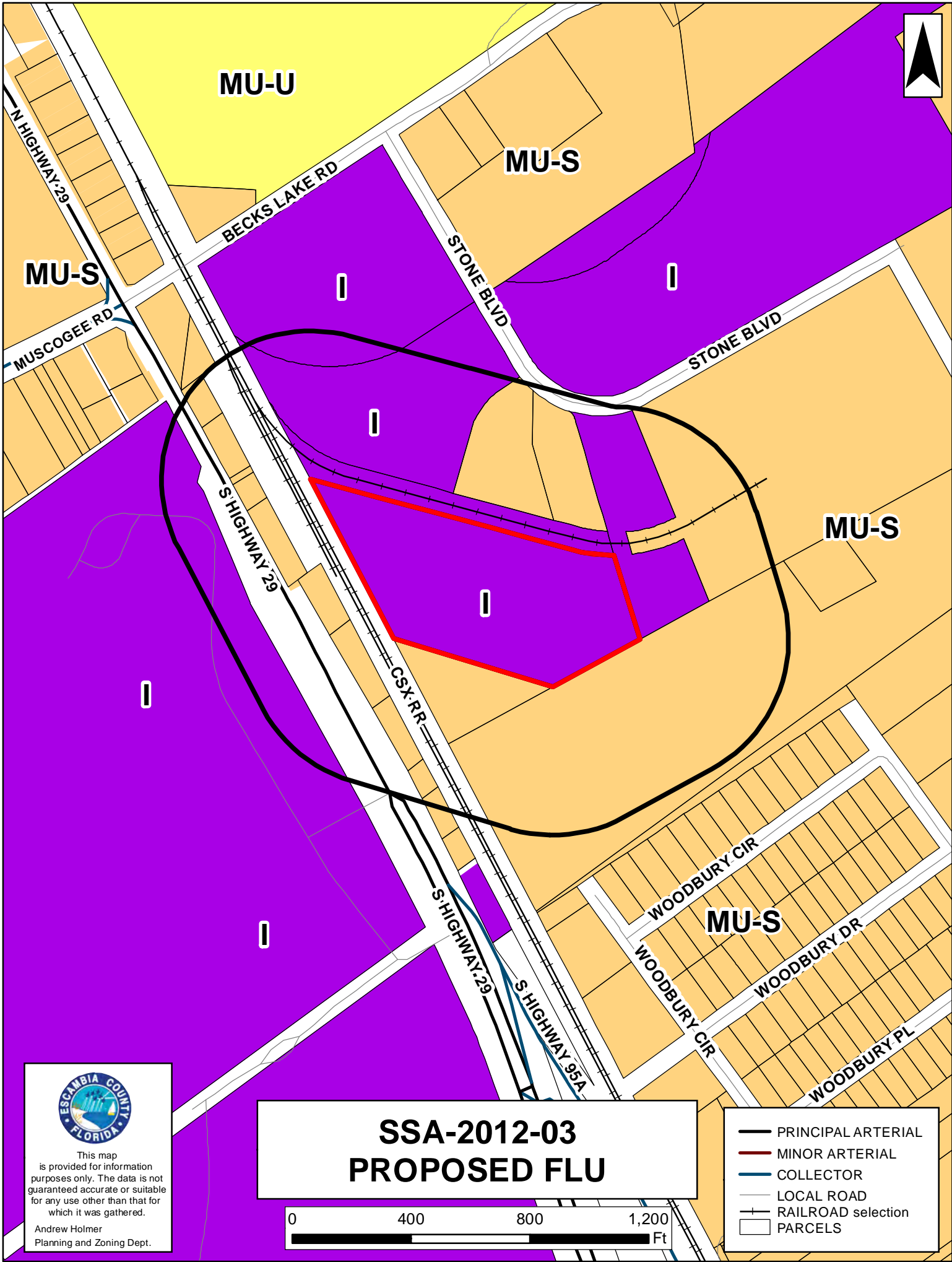
MU-U

MU-S

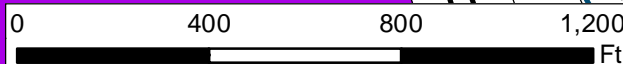
MU-S

MU-S

MU-S



SSA-2012-03 PROPOSED FLU



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



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Andrew Holmer
Planning and Zoning Dept.



STONE BL

S. HIGHWAY-29









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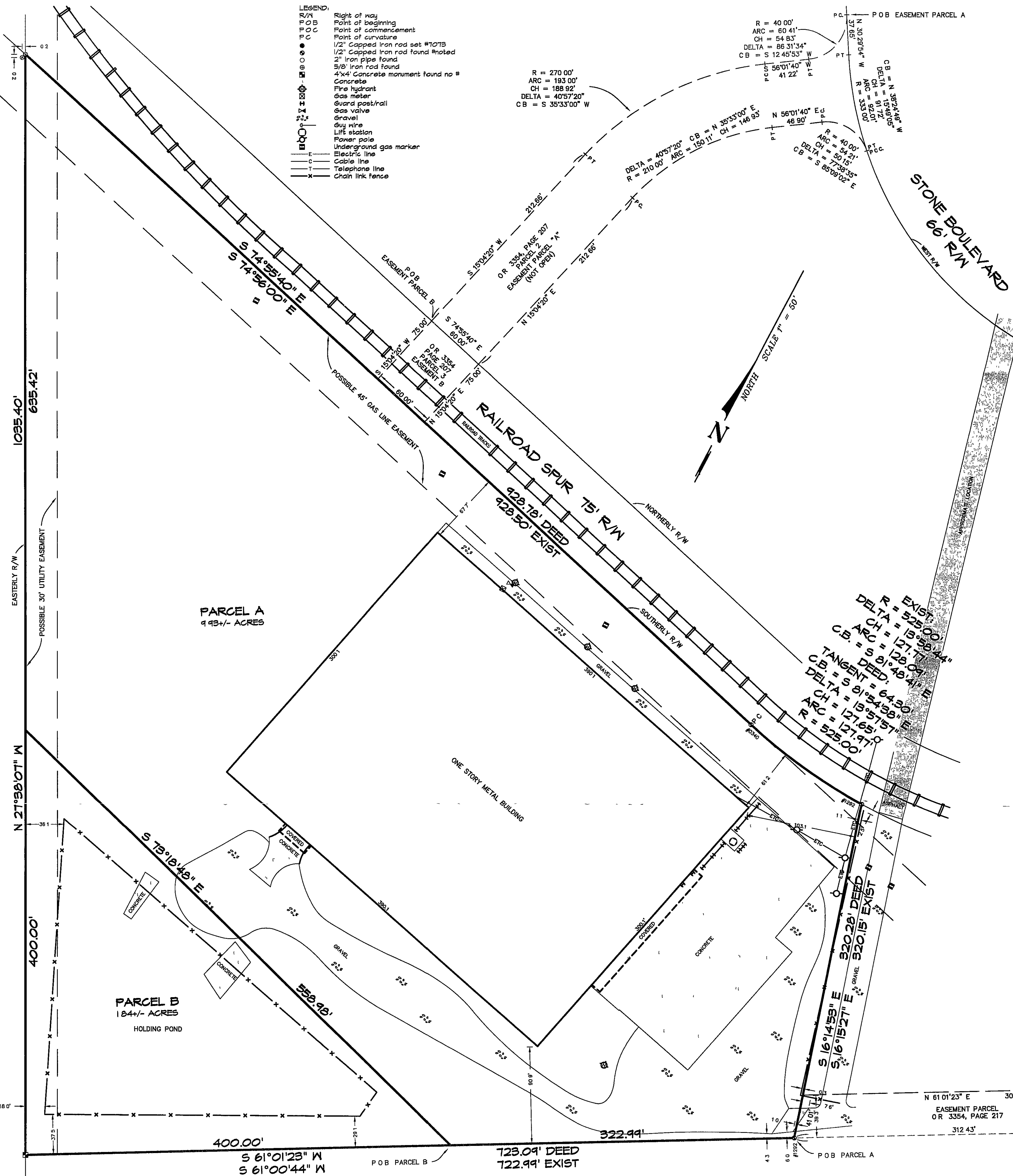
Andrew Holmer
Planning and Zoning Dept.

SSA-2012-03 AERIAL MAP



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

SEABOARD SYSTEM RAILROAD R/W VARIES



- LEGEND:
- R/W/N Right of way
 - P.O.B Point of beginning
 - P.O.C Point of commencement
 - P.C.C Point of curvature
 - 1/2" Capped iron rod set #107B
 - 1/2" Capped iron rod found
 - 2" Iron pipe found
 - 5/8" Iron rod found
 - 4"x4" Concrete monument found no #
 - Concrete
 - Fire hydrant
 - Gas meter
 - Swamp post/rail
 - Gas valve
 - Gravel
 - Oil well
 - Life station
 - Power pole
 - Underground gas marker
 - Electric line
 - Cable line
 - Telephone line
 - Chain link fence

SURVEYOR'S NOTES

- Subject to setbacks, easements and restrictions of record
- This survey is based on Old Republic National Title Insurance Company title commitment Fund File #04-2012-405, effective date May 11, 2012
- This survey does not reflect or determine ownership
- This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
- Footers and foundations below natural grade not located
- NOT A BOUNDARY SURVEY For boundary survey see Pittman, Glaze & Associates survey File # 6725

Parcel 2 (Easement Parcel A)
Commence at a 2 inch iron pipe at the Northeast corner of Section 14, Township 1 North, Range 31 West, Escambia County, Florida, thence South 55 degrees 23 minutes 25 seconds West along the North line thereof a distance of 1466.02 feet to a point on the West right-of-way of Stone Boulevard, thence South 30 degrees 24 minutes 54 seconds East, a distance of 575.66 feet to a point for the Point of Beginning also being a point of curvature, thence around a curve in a clockwise direction having a delta angle of 86 degrees 31 minutes 34 seconds, an arc distance of 60.41 feet, a radius of 40.00 feet, and a chord bearing of South 12 degrees 45 minutes 55 seconds West a distance of 54.83 feet to a point of tangency, thence South 56 degrees 01 minutes 40 seconds West a distance of 41.22 feet to a point of curvature, thence around a curve in a counterclockwise direction having a delta angle of 40 degrees 57 minutes 20 seconds, an arc distance of 193.00 feet, a radius of 210.00 feet, and a chord bearing of South 35 degrees 35 minutes 00 seconds West a distance of 188.92 feet to a point of tangency, thence South 15 degrees 04 minutes 20 seconds East, a distance of 212.66 feet to a point of curvature, thence around a curve in a clockwise direction having a delta angle of 40 degrees 57 minutes 20 seconds, an arc distance of 150.11 feet, a radius of 210.00 feet, and a chord bearing of North 35 degrees 35 minutes 00 seconds East, a distance of 146.93 feet to a point of tangency, thence North 15 degrees 04 minutes 20 seconds East, a distance of 212.66 feet to a point of curvature, thence around a curve in a clockwise direction having a delta angle of 40 degrees 57 minutes 20 seconds, an arc distance of 150.11 feet, a radius of 210.00 feet, and a chord bearing of North 35 degrees 35 minutes 00 seconds East, a distance of 146.93 feet to a point of tangency, thence North 15 degrees 04 minutes 20 seconds East, a distance of 212.66 feet to a point of curvature, thence around a curve in a clockwise direction having a delta angle of 15 degrees 44 minutes 5 seconds, an arc distance of 12.01 feet, a radius of 533.00 feet, and a chord bearing of North 38 degrees 24 minutes 49 seconds West, a distance of 41.12 feet to a point, thence North 30 degrees 24 minutes 54 seconds West, a distance of 57.65 feet to the Point of Beginning

Parcel 3 (Easement Parcel B)
Commence at a 2 inch iron pipe at the Northeast corner of Section 14, Township 1 North, Range 31 West, Escambia County, Florida, thence South 33 degrees 23 minutes 25 seconds West along the North line thereof, a distance of 1466.02 feet to a point on the West right-of-way of Stone Boulevard, thence South 30 degrees 24 minutes 54 seconds East along the West right-of-way of Stone Boulevard, a distance of 575.66 feet to a point of curvature, thence around a curve in a clockwise direction having a delta angle of 86 degrees 31 minutes 34 seconds, an arc distance of 60.41 feet, a radius of 40.00 feet, and a chord bearing of 12 degrees 45 minutes 55 seconds West a distance of 54.83 feet to a point of tangency, thence South 56 degrees 01 minutes 40 seconds West a distance of 41.22 feet to a point of curvature, thence around a curve in a counterclockwise direction having a delta angle of 40 degrees 57 minutes 20 seconds, an arc distance of 193.00 feet, a radius of 210.00 feet, and a chord bearing of South 35 degrees 35 minutes 00 seconds West, a distance of 188.92 feet to a point of tangency, thence South 15 degrees 04 minutes 20 seconds East, a distance of 212.66 feet to a point of curvature, thence around a curve in a clockwise direction having a delta angle of 40 degrees 57 minutes 20 seconds, an arc distance of 150.11 feet, a radius of 210.00 feet, and a chord bearing of North 35 degrees 35 minutes 00 seconds East, a distance of 146.93 feet to a point of tangency, thence North 15 degrees 04 minutes 20 seconds East, a distance of 212.66 feet to a point of curvature, thence around a curve in a clockwise direction having a delta angle of 15 degrees 44 minutes 5 seconds, an arc distance of 12.01 feet, a radius of 533.00 feet, and a chord bearing of North 38 degrees 24 minutes 49 seconds West, a distance of 41.12 feet to a point, thence North 30 degrees 24 minutes 54 seconds West, a distance of 57.65 feet to the Point of Beginning

Easement Parcel
Commence at the Northeast corner of Section 14, Township 1 North, Range 31 West, Escambia County, Florida, thence proceed South 33 degrees 15 minutes 05 seconds East, along the East line of the aforesaid section a distance of 1844.36 feet, thence departing said East section line, proceed South 61 degrees 01 minutes 23 seconds West a distance of 1836.40 feet to the Point of Beginning, thence continue South 61 degrees 01 minutes 23 seconds West a distance of 1836.40 feet to the Point of Beginning, thence North 16 degrees 14 minutes 33 seconds West 41.01 feet, thence North 61 degrees 01 minutes 23 seconds East, 308.02 feet, thence South 22 degrees 22 minutes 45 seconds East, 40.27 feet to the Point of beginning

LEGAL DESCRIPTION Parcel A
Commence at the Northeast corner of Section 14, Township 1 North, Range 31 West, Escambia County, Florida, thence proceed South 33 degrees 15'05" East (South 33 degrees 14'51" East existing) the East line of the aforesaid section a distance of 1844.36 feet (1844.37 feet exist), thence departing said East section line proceed South 61 degrees 01'23" West a distance of 2144.26 feet (2144.10 feet exist) to the Point of Beginning of the following described parcel
Thence continue South 61 degrees 01'23" West (South 61 degrees 00'44" West exist) a distance of 322.94 feet, thence North 73 degrees 18'48" West for a distance of 358.98 feet to the Easterly right-of-way of Seaboard Systems Railroad (R/W varies), thence proceed North 27 degrees 38'07" West along the Easterly right-of-way Seaboard Systems Railroad a distance of 635.42 feet, thence departing said Easterly right-of-way proceed South 74 degrees 59'40" East (South 74 degrees 56'00" East exist) a distance of 428.78 feet (428.50 feet exist) to a point of curvature of a curve, concave to the North, having a radius of 525.00 feet, a central angle of 15 degrees 57'57", a tangent distance of 64.30 feet, a chord bearing and distance of South 81 degrees 34'30" East 127.65 feet (South 81 degrees 48'41" East 127.77 feet exist), thence proceed southeasterly along the arc of said curve a distance of 127.65 feet (128.04 feet exist) to a point on a non-tangent line, thence proceed South 16 degrees 14'33" East (South 16 degrees 15'27" East exist) a distance of 320.28 feet (320.15 feet exist) to the Point of Beginning
All lying and being in Section 14, Township 1 North, Range 31 West, Escambia County, Florida containing 4.93 acres, more or less

LEGAL DESCRIPTION Parcel B
Commence at the Northeast corner of Section 14, Township 1 North, Range 31 West, Escambia County, Florida, thence proceed South 33 degrees 15'05" East (South 33 degrees 14'51" East existing) the East line of the aforesaid section a distance of 1844.36 feet (1844.37 feet exist), thence departing said East section line proceed South 61 degrees 01'23" West a distance of 2144.10 feet (2144.20 feet exist) to a capped iron rod #1242, thence continue South 61 degrees 23' West (South 61 degrees 00'44" West exist) for a distance of 322.94 feet to the Point of Beginning of the following described parcel
Thence continue South 61 degrees 01'23" West (South 61 degrees 00'44" West exist) a distance of 400.00 feet to the Easterly right-of-way of Seaboard Systems Railroad (R/W varies), thence proceed North 27 degrees 38'07" West along the Easterly right-of-way Seaboard Systems Railroad a distance of 635.42 feet, thence departing said Easterly right-of-way South 74 degrees 59'40" East (South 74 degrees 18'48" East exist) a distance of 358.98 feet to the Point of Beginning
All lying and being in Section 14, Township 1 North, Range 31 West, Escambia County, Florida containing 1.84 acres, more or less

Measurements made in accordance with United States Standards
 Bearing Reference: NORTH-BASED ON EAST LINE SECTION 14, AS SHOWN ON PLAT
 Elevation Reference: MLLW
 Encroachments: FENCE, CONCRETE
 Source of Information: TAX MAPS, PUBLIC RECORDS, SURVEYS BY THIS FIRM AND OTHER SOURCES
 PREPARED BY: PGL

LEGAL DESCRIPTION OF A PORTION OF SECTION 14, T-1-N, R-31-W

PITTMAN, AND GLAZE ASSOCIATES, INC.
 LAND SURVEYORS
 5700 N. DAVIS HIGHWAY, SUITE 3
 PENSACOLA, FL 32503
 Phone (850) 434-6666 Fax (850) 434-6661
 Email: pgl@pittmanandglaze.com

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 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.02, Florida Statutes

David D. Glaze
 PSM #5605

Walter J. Glaze
 PSM #6190

SHEET 1 OF 1
 LB No 107B
 NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGN BY SURVEYOR

Scale: 1" = 50'
 File No: C-6711
 Job No: 88108-12a
 Date of Plot: 9-6-12
 Date of Survey: 5-24-12
 FB: 1801 PG: 18
 FB: PG:
 FB: PG:
 Drawn by: FMJ



Development Services Department
Escambia County, Florida

PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM

11-W-31-1001-007-002
Property Reference Number

Buddy Page
Name

85 Stone Blvd
Address

Owner Agent

Referral Form Included? Y N

MAPS PREPARED

PROPERTY INFORMATION

- Zoning
- FLU
- Aerial
- Other: _____

Current Zoning: ID-CP Size of Property: 9.99 +/-
 Future Land Use: MU-5 Commissioner District: 5
 Overlay/AIPD: N/A Subdivision: _____
 Redevelopment Area*: _____

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

COMMENTS

Desired Zoning: ID-2

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

Applicant wants zoned ID-2 + change FLU to I-industrial
9.99 acres small scale from MU-5

Parcel rezoning request - submitted to Z-2012-08 + SSA 2011-01

Schedule for Future Land Use Change:

PB - Oct 8 - deadline is Sept 6

BCC Nov 1, 2012

Schedule for Rezoning:

PB - Nov 5th + BCC - Dec 6th, 2012

- 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: Allison Cain, Andrew Holmer Date: 8/7/12

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.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-3191

Growth Management Report 11. 4.

BCC Regular Meeting

Public Hearing

Meeting Date: 11/01/2012

Issue: 5:47 P.M. - Public Hearing Concerning the Review of an LDC Ordinance
Amending Articles 2 Administration

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of the Land Development Code, Article 2, Administration

That the Board of County Commissioners (BCC) review and adopt an LDC 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.

The Planning Board recommended confirming its decision last month to reject the Ordinance.

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

Ordinance Draft

Ordinance - Clean Copy

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**

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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:**

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, 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:

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.

INTENTIONALLY LEFT BLANK

Section 5. Effective Date.

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

DONE AND ENACTED this _____ day of _____, 2012.

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

By: _____
Wilson B Robertson, Chairman

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

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3412 **Growth Management Report** **11. 1.**
BCC Regular Meeting **Action**
Meeting Date: 11/01/2012
Issue: Action Item - Walker Subdivision Final Plat
From: T. Lloyd Kerr, AICP, Department Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Walker Subdivision Permit #110200003

That the Board take the following action concerning recording of the Final Plat of Walker Subdivision (a 22-lot, single-family residential subdivision), located in the Pine Forest Community on Ashland Avenue, owned and developed by the Poarch Band of Creek Indians; Prior to recording, the County Engineer, County Surveyor, Development Services Director, and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E of the Escambia County Land Development Code. Also, prior to recording, the County Surveyor must sign the Final Plat as set forth in Chapter 177.081(1), Florida Statutes:

- A. Approve the final plat for recording;
- B. Approve the street name "McGhee Drive";
- C. Accept all public easements, drainage improvements within public easements/public parcels, as depicted upon the final plat for permanent County maintenance subject to the transfer of the stormwater system to operation and maintenance phase through the water management district. The costs of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit);
- D. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement for Streets and Drainage Improvements without Surety; and
- E. Approve Items A through D subject to the County Engineer's approval and condition on receipt of the ECUA (Emerald Coast Utilities Authority) Acceptance Letter within 30 days of BCC Recommendation Approval.

BACKGROUND:

The preliminary plat and construction plans were approved August 3, 2011. The Escambia County Department of Public Safety approved the street name McGhee Drive on July 28, 2011. The Development Services Department inspected the improvements on October 24, 2012, and found improvements substantially complete and in accordance with applicable County requirements. An executed Two-Year Warranty Agreement without Surety will be recorded with the final plat. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. The Two-Year Warranty Agreement without Surety was reviewed and approved by Stephen West on October 22, 2012.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the Escambia County Land Development Code – providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-offs given by the County Engineer, County Surveyor and Development Services Director, it will be transmitted to the Clerk of the Circuit Court's Office for recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer's engineer/surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Vicinity Map

Final Plat

2 Year Warranty

Street Approval Letter

FINAL PLAT: WALKER SUBDIVISION



ESCAMBIA COUNTY
DEVELOPMENT SERVICES DEPARTMENT
G.I.S. DIVISION
JCC 11/11/12 DISTRICT 5

 Walker Subdivision

PARCEL "F" ACREAGES:
WETLANDS 0.18± ACRES
BUFFER 0.23± ACRES
COMMON AREA 0.02± ACRES

UNPLATTED
LOT 4
N 00°34'44" E

NORTHEAST CORNER OF LOT 5 &
PREVIOUS FARM LOTS COMPANY
SUBDIVISION (DEED BOOK 67, PAGE 345)

UNPLATTED
LOT 13
NORTH LINE OF LOT 12, BLOCK 8

NOT INCLUDED PARCEL

DEDICATION
Know all men by these present that Porch Band of Creek Indians, owner of the land herein described and platted hereon, known as Walker Subdivision, hereby dedicates to the public all streets, roads, utility easements, Parcel D dry retention pond, drainage easements, as designated on this plat, and do hereby authorize and request the filing of this plat in the Public Records of Escambia County, Florida, as a dedication of the land herein described to the public use of Escambia County, Florida. Parcel A common area, Parcel B common area, Parcel C common area, Parcel F wetlands, wetland buffer, and common area. And hereby further dedicate to Emerald Coast Utilities Authority Parcel E lift station.

Owners: Porch Band of Creek Indians
By: Byron L. Rollin, Tribal Chairman for the Porch Band of Creek Indians
Signature _____
Print _____

STATE OF ALABAMA, COUNTY OF ESCAMBIA
Before me the undersigned authority, personally appeared herein and who executed the foregoing instrument, and acknowledged that they executed the same for the uses and purposes herein set forth. They are personally known to me and they did not take on oath. Given under my hand and official seal this _____ day of _____ 2012.

Notary Public, State of Alabama
My commission expires _____ My commission number _____

CERTIFICATE OF COUNTY CLERK
I, Ernie Lee Vogtman, Clerk of Courts of Escambia County, Florida hereby certify that this plat complies with all the requirements of the Plat Act Chapter 177 Florida Statutes and the same was recorded on the _____ day of _____ 2012 in Plat Book _____ at Page _____ of the public records of said County.

Ernie Lee Vogtman, Clerk of Courts

SURVEYOR'S CERTIFICATE
The undersigned hereby certifies that this plat is a true and correct presentation of the land described herein, that said land has been subdivided as indicated, that permanent reference monuments (P.R.M.) have been placed as indicated, that the survey was made under my responsible direction and supervision and that the survey data complies with all requirements of the Plat Act Chapter 177, 177.151 Florida Statutes, and the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 6B17-6, Florida Administrative Code. Signed this _____ day of November, 2012.

David D. Glaze, PSM
Registered Land Surveyor No. 56005 LB No. 7073
Pitman, Glaze & Associates
5700 North Davis Highway, Suite 3
Pensacola, FL 32505

APPROVAL BOARD OF COUNTY COMMISSIONERS
I, Ernie Lee Vogtman, Clerk of Courts of Escambia County, Florida hereby certify that this plat was presented to the Board of County Commissioners of Escambia County, Florida in their meeting held on the _____ day of _____ 2012, and was approved for filing by said Board, and I was instructed to so certify hereon.

Ernie Lee Vogtman, Clerk of Courts
Approved: _____ Date: _____
T. Lloyd Kerr, AICP, Development Services Director
Escambia County, Florida

CERTIFICATE OF PLAT REVIEW
This is to certify that this plat has been reviewed for conformity to Florida Statutes Chapter 177, Part 1, plotting by the office of the County Surveyor of Escambia County, Florida on this _____ day of _____ 2012.

R.S. Colquhoun, PSM
County Surveyor
Florida Certification No. 60244

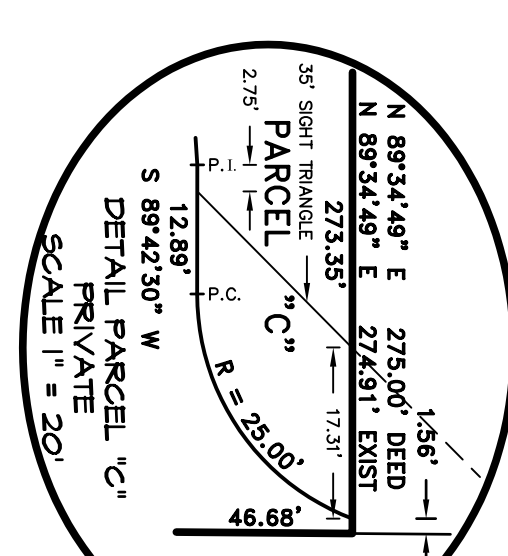
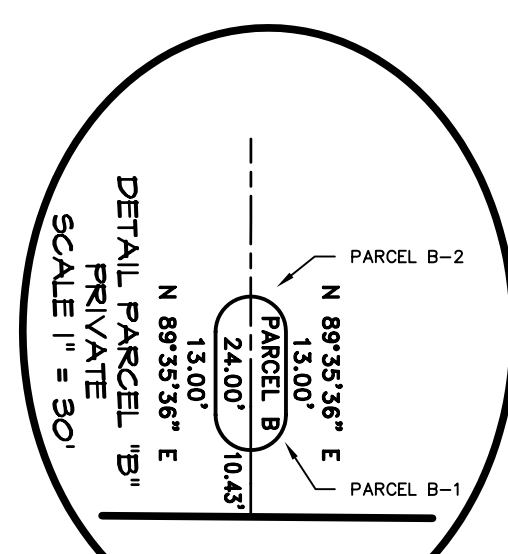
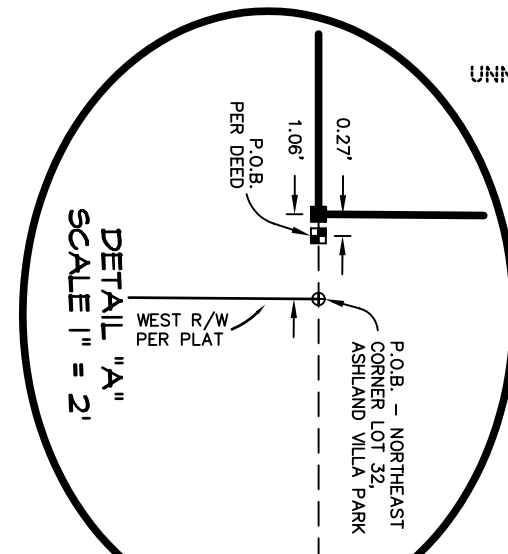
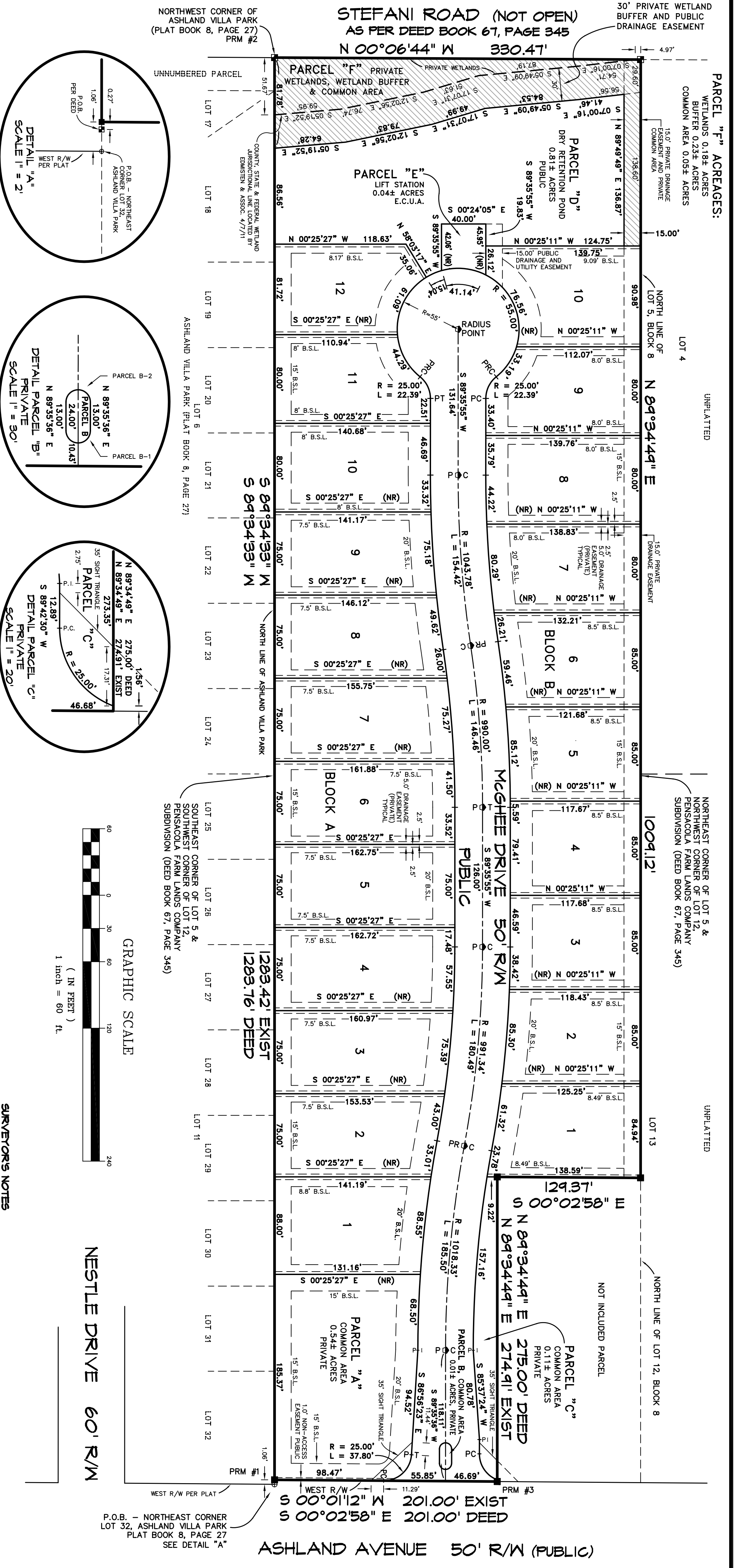
ENGINEER'S CERTIFICATE:
I, Steve A. Geel, hereby certify that I am the engineer of record for Walker Subdivision, and that all constructed roadways, drainage and other improvements are designed to comply with F.S. CH 117 and Escambia County Land Development Code.

Signed this _____ day of _____ 2012
Steve A. Geel, P.E. Florida Engineering #33655

CERTIFICATE OF ATTORNEY
I, as member of the Florida Bar Association, and on behalf of the owners, hereby certify that I have examined the plat hereon and the accompanying documents and have found them to be in proper legal form and to meet all the requirements of the Florida Plat Act and the Escambia County Land Development Code, as amended.

Signed this _____ day of _____ 2012
Name _____

COVENANT AND RESTRICTIONS RECORDED IN
O.R. BOOK _____ PAGE _____
PLAT BOOK _____ PAGE _____



SURVEYOR
David D. Glaze, PSM, 5605
Pitman, Glaze & Associates
5700 North Davis Highway, Suite 3
Pensacola, FL 32505
(950) 434-6666

ENGINEER
Steve A. Geel, P.E. #33655
Geel & Associates, Inc.
2750 North 12th Avenue
Pensacola, FL 32503
(950) 432-2924

OWNER/DEVELOPER
Porch Band of Creek Indians
5811 Jack Springs Road
Amore, AL 36502
Phone: (251) 365-0186

LEGAL DESCRIPTION
Beginning at a concrete monument marking the northeast corner of Lot 32, Ashland Villa Park, a portion of a plat recorded in Plat Book 67, Page 345 of the public records of said County, thence go South 84 degrees 54' 35" West along the north line of said Ashland Villa Park, a distance of 1283.76 feet to a concrete monument marking the northwest corner of said Ashland Villa Park, said point also lying on the eastern right of way line of Stefani Road (235' R/W); thence depart said north line go North 00 degrees 06' 44" West along said right of way line a distance of 330.47 feet to a concrete monument lying on the north line of Lot 5, Block B, Section 12, Township 1 South, Range 31 West, according to the map of Pensacola Farm Lands Corporation as recorded in Deed Book 67 at page 345 of the public records of said Escambia County, Florida, thence departing said right of way line go North 89 degrees 35' 36" East along the north line of said Lot 5, Block B, Section 12, Township 1 South, Range 31 West, a distance of 1283.76 feet; thence along the north line of said Lot 5, Block B, Section 12, Township 1 South, Range 31 West, a distance of 275.00 feet to the western right of way line of Ashland Avenue (50' R/W); thence go South 00 degrees 02' 58" East along said right of way line a distance of 201.00 feet to the point of beginning. The above described parcel of land is situated in a portion of Section 12, Township 1 South, Range 31 West, Escambia County, Florida and contains 8.422 acres.

ZONING INFORMATION: R-3 / FLU, MUJ
The property is zoned: R-3 / FLU, MUJ

BUILDING SETBACKS REQUIREMENTS
Front yard = 20 feet
Rear yard = 15 feet
Side yard = 10% of lot width, not to exceed 15 feet
Street side yard = 20 feet

WALKER SUBDIVISION

A SINGLE FAMILY RESIDENTIAL SUBDIVISION OF
A PORTION OF SECTION 12,
TOWNSHIP 1 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA
NOVEMBER 2012

CURVE	RADIUS	ARC	CHORD	DELTA	BEARING
CENTRELINE	1018.33	185.50	185.24	107.613°	S 85°11'17" E
CENTRELINE	991.34	180.49	180.24	107.255°	S 85°11'09" W
CENTRELINE	990.00	146.46	146.33	87.283°	S 85°21'37" W
CENTRELINE	1043.78	154.42	154.28	87.283°	S 85°21'37" E
LOT 1, BLOCK A	1043.33	88.55	88.52	88.52°	S 84°12'49" E
LOT 2, BLOCK A	1043.33	33.01	33.01	43.31°	S 80°52'33" W
LOT 3, BLOCK A	1043.33	33.01	33.01	43.31°	S 80°52'33" W
LOT 4, BLOCK A	986.34	57.55	57.54	42.812°	N 84°45'15" W
LOT 5, BLOCK A	986.34	57.55	57.54	42.812°	N 84°45'15" W
LOT 6, BLOCK A	985.00	41.50	41.49	27.749°	S 88°22'00" W
LOT 7, BLOCK A	985.00	74.27	74.25	42.812°	S 84°54'01" W
LOT 8, BLOCK A	985.00	74.27	74.25	42.812°	S 84°54'01" W
LOT 9, BLOCK A	1068.78	49.82	49.82	42.812°	N 82°21'04" E
LOT 10, BLOCK A	1068.78	33.32	33.32	14.710°	N 84°45'20" E
LOT 11, BLOCK A	1068.78	33.32	33.32	14.710°	N 84°45'20" E
LOT 12, BLOCK A	55.00	44.28	43.10	46.987°	S 63°56'23" E
LOT 1, BLOCK B	993.33	23.78	23.78	17.218°	S 80°30'20" E
LOT 2, BLOCK B	993.33	23.78	23.78	17.218°	S 80°30'20" E
LOT 3, BLOCK B	1015.34	38.42	38.42	42.812°	N 84°45'20" W
LOT 4, BLOCK B	1015.34	38.42	38.42	42.812°	N 84°45'20" W
LOT 5, BLOCK B	1015.00	5.99	5.99	0°18'55" W	N 89°19'06" E
LOT 6, BLOCK B	1015.00	86.12	85.09	44.818°	S 89°25'51" W
LOT 7, BLOCK B	1015.00	86.12	85.09	44.818°	S 89°25'51" W
LOT 8, BLOCK B	1018.78	26.21	26.20	17.282°	N 81°53'38" E
LOT 9, BLOCK B	1018.78	26.21	26.20	17.282°	N 81°53'38" E
LOT 10, BLOCK B	1018.78	46.22	46.22	23.913°	N 82°21'15" E
LOT 11, BLOCK B	25.00	22.39	21.65	51.914°	S 64°44'33" E
LOT 12, BLOCK B	25.00	22.39	21.65	51.914°	S 64°44'33" E
LOT 1, BLOCK C	76.56	76.56	70.53	34.543°	N 56°27'48" W
LOT 2, BLOCK C	76.56	76.56	70.53	34.543°	N 56°27'48" W
LOT 3, BLOCK C	76.56	37.80	34.50	68.375°	N 43°17'47" W
LOT 4, BLOCK C	76.56	37.80	34.50	68.375°	N 43°17'47" W
LOT 5, BLOCK C	1043.33	69.50	69.49	33.542°	S 80°52'33" E
LOT 6, BLOCK C	1043.33	69.50	69.49	33.542°	S 80°52'33" E
LOT 7, BLOCK C	1043.33	17.28	17.28	11.000°	S 80°52'33" E
LOT 8, BLOCK C	1043.33	17.28	17.28	11.000°	S 80°52'33" E
LOT 9, BLOCK C	983.33	157.16	157.00	180.000°	S 85°32'26" E
LOT 10, BLOCK C	983.33	30.24	28.43	69.184°	S 85°32'26" E
LOT 11, BLOCK C	25.00	30.24	28.43	69.184°	S 85°32'26" E
LOT 12, BLOCK C	25.00	30.24	28.43	69.184°	S 85°32'26" E
LOT 1, BLOCK D	55.00	15.04	15.00	15.040°	S 24°06'32" E
LOT 2, BLOCK D	55.00	15.04	15.00	15.040°	S 24°06'32" E
LOT 3, BLOCK D	55.00	40.19	40.19	42.513°	S 05°09'24" W

6.1.5. MAPPING COORDINATE TABLE
Coordinates shown are State Plane Coordinates referenced to NAD 83 datum, 2007 adjustment, Florida North Zone and expressed in U.S. Survey Feet. Ties made to subdivision in accordance with Escambia County Requirements, using global positioning system with closed loop traverse.

STATE PLANE COORDINATES - NAD 83 (2007) FLORIDA NORTH	EASTING	NORTHING	LATITUDE	LONGITUDE	SCALE FACTOR
RAW #1	564331.56	1087916.27	30°31'19.349"	87°17'48.812"	0.989896753
RAW #2	564392.76	1088634.33	30°31'19.643"	87°18'03.481"	0.989896753
RAW #3	564512.24	1089242.46	30°31'24.381"	87°18'18.141"	0.989896753
ESC 4061	576026.47	1087252.52	30°31'50.017"	87°17'58.822"	0.989897115
ESC 4062	576026.47	1087252.52	30°31'50.017"	87°17'58.822"	0.989897115

FORMULA TO CONVERT GRID DISTANCE TO GROUND (GRID) DISTANCE
GND DISTANCE = GRID DISTANCE / SCALE FACTOR

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: TWO YEAR WARRANTY AGREEMENT W/O SURETY - FOR "WALKER SUBDIVISION"

Date: OCT. 22, 2012

Date due for placement on agenda: Nov. 1, 2012

Requested by RICK G. / DEVELOPMENT SERVICES

Phone Number: 595-3458 & 554-1451



(LEGAL DEPARTMENT USE ONLY)

Legal Review by *[Signature]*

Date Received: Oct 22, 2012

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

COUNTY ATTORNEYS OFFICE
22 OCT 2012
PM 12:00

COUNTY ATTORNEYS OFFICE
22 OCT 2012

Additional comments:

I have not reviewed the legal description or title to the subject property.

PM 12:00
COUNTY ATTORNEYS OFFICE
22 OCT 2012
PM 12:00

Prepared by:

GEC ? ASSOCIATES ENGINEERING, INC.
10/19/2 2950 N. 12TH AVE.
PENSACOLA, FL 32503

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT
SURETY/FINANCIAL SECURITY
(Individual Owner)**

This Two-Year Warranty Agreement (Agreement) is entered by and between Poarch Band of Creek Indians, whose address is 5811 Jack Springs Road, Atmore, AL 36502 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for Walker Subdivision Development, more particularly described as follows:

See Exhibit A (Legal Description); and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements in accordance with Section 4.03.03.C., Escambia County Land Development Code;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):
 - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and
 - b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, those minor infrastructure deficiencies listed in Section 4.03.03.C, Escambia County Land Development Code.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy in accordance with Section 4.03.02.A, Escambia County Land Development Code.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

Lori A. Findley
Lori A. Findley
(printed name)

DEVELOPER/OWNER:

By: Buford L. Rolin
(signature)
Buford L. Rolin
(printed name)

WITNESS:

Charles Bradford Stinson
Charles Bradford Stinson
(printed name)

STATE OF Alabama
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 19th day of October, 2012, by Buford L. Rolin as Chairman of the Poarch Band of Creek Indians _____, who personally appeared before me and is personally known to me, or who produced the following form(s) of identification: driver's license.



Gia E. Rodriguez
Signature of Notary
Gia E. Rodriguez
Name of Notary (printed)

My commission expires: 1/18/16

THE STATE OF MICHIGAN, COUNTY OF [illegible]

BEFORE ME, the undersigned authority, on this [illegible] day of [illegible] 19[illegible]

presented to me for execution the foregoing instrument, together with the exhibits thereto, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this [illegible] day of [illegible] 19[illegible]

[Signature]

Notary Public in and for the State of Michigan

Witness my hand and seal of office this [illegible] day of [illegible] 19[illegible]

[Signature]



WITNESS:

By: Jan Goodrich

Title: _____

Address: 3000 N. 12th Ave
Pensacola, FL 32503

By: [Signature]
CLINT GECI

Title: VICE-PRESIDENT

Address: 2950 N 12TH AVE
PENSACOLA, FL 32503

WITNESS:

By: [Signature]

Title: Estimator

Address: 2010 W I-65 Service Road South
Mobile, AL 36693

By: Babina Pulliam

Title: project assistant

Address: 2010 W I-65 Service Road South
Mobile, AL 36693

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

ENGINEER OF RECORD:

By: [Signature]

Steve Geci

Title: President

Address: 2950 N 12th Ave
Pensacola, FL 32503

19th day of October, 2012

PRIME CONTRACTOR: White-Spinner Construction, Inc.

By: [Signature]
Allan Gustin

Title: Vice President

Address: 2010 W I-65 Service Road South
Mobile, AL 36693

17th day of October, 2012

Escambia County, through its Board of County Commissioners

By: _____, Chairman

_____ day of _____, 2012

This document approved as to form and legal sufficiency.

By: [Signature]

Title: Att. County Attorney

Date: Oct. 22, 2012

Exhibit A

Prepared on 10/19/12 by:
Geci & Associates Engineers, Inc.
2950 N 12th Ave, Pensacola, FL 32503

Legal Description

Beginning at a concrete monument marking the northeast corner of Lot 32, Ashland Villa Park, a subdivision of a portion of Section 12, Township 1 South, Range 31 West, Escambia County, Florida as recorded in Plat Book 8 at page 27 of the public records of said County; thence go South 89 degrees 34' 33" West along the north line of said Ashland Villa Park a distance of 1283.76 feet to a concrete monument marking the northwest corner of said Ashland Villa Park, said point also lying on the easterly right of way line of Stefani Road (25' R/W); thence departing said north line go North 00 degrees 06' 44" West along said right of way line a distance of 330.47 feet to a concrete monument lying on the north line of Lot 5, Block 8, Section 12 Township 1 South, Range 31 West, according to the map of Pensacola Farm Lands Corporation as recorded in Deed Book 67 at page 345 of the public records of said Escambia County, Florida; thence departing said right of way line go North 89 degrees 34' 49" East along the north line of said Lot 5 and Lot 12 a distance of 1009.12 feet; thence departing said north line go South 00 degrees 02' 58" East a distance of 129.37 feet; thence go North 89 degrees 34' 49" East a distance of 275.00 feet to the westerly right of way line of Ashland Avenue (50' R/W); thence go South 00 degrees 02' 58" East along said right of way line a distance of 201.00 feet to the point of beginning. The above described parcel of land is situated in a portion of Section 12, Township 1 South, Range 31 West, Escambia County, Florida and contains 8.922 acres.



Board of County Commissioners • Escambia County, Florida

Michael D. Weaver, Director
Public Safety Department

July 28, 2011

The following names have been submitted for approval:

McGhee Drive

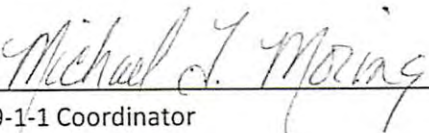
The street is located in:

Walker Subdivision

The names were requested by:

**GECI & ASSOCIATES ENGINEERS, INC.
2950 N. 12th Ave., Pensacola, Florida 32503**

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.


9-1-1 Coordinator



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3411

Growth Management Report 11. 1.

BCC Regular Meeting

Consent

Meeting Date: 11/01/2012

Issue: Scheduling 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, December 6, 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 November 5, 2012:

- 1. Case No.: Z-2012-09**
Address: 2006 Border St.
Property Reference No.: 16-1S-30-2300-001-023
Property Size: 2.23 (+/-) acres
From: R-5, Urban Residential/Limited Office District (cumulative)/ID-1, Light Industrial (cumulative) (no residential uses allowed)
To: ID-1, Light Industrial (cumulative) (no residential uses allowed)
FLU Category: MU-U, Mixed Use Urban
Commissioner District: 3
Requested by: Wiley C. "Buddy" Page, Agent for Evans Contracting, Owner
- 2. Case No.: Z-2012-26**
Address: 85 Stone Blvd.
Property Reference No.: 14-1N-31-1001-007-002
Property Size: 9.95(+/-) acres
From: ID-CP, Commerce Park District (cumulative)
To: ID-2, General Industrial District (non-cumulative)
FLU Category: I, Industrial
Commissioner District: 5

Requested by: Wiley C. "Buddy" Page, Agent for Michael Oneill, Owner

3. Case No.: Z-2012-27

Address: 124 Massachusetts Ave.

Property Reference No.: 46-1S-30-2001-007-011

Property Size: .68(+/-) acres

From: R-6, Neighborhood Commercial and Residential District (cumulative) High Density

To: C-2, General Commercial and Light Manufacturing District (cumulative)

FLU Category: MU-U, Mixed Use Urban

Commissioner District: 3

Requested by: Larry Richardson, Agent for John Hawkins, Jr.

B. 5:46 p.m. - A Public Hearing - Small Scale Comprehensive Plan Amendment SSA-2012-04

C. 5:47 p.m. - A Public Hearing - Small Scale Comprehensive Plan Amendment SSA-2012-05



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3387

County Administrator's Report 11. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/01/2012

Issue: Surplus of IT Equipment

From: Charles Bourne

Organization: State Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Office of the State Attorney - Charles Bourne, IT Director for the Office of the State Attorney, 1st Circuit

That the Board approve the two Requests for Disposition of Property Forms for the Office of the State Attorney for property which is described and listed on the forms, with reason for disposition stated. The Information Technology (IT) equipment is outdated, broken, or cannibalized and is no longer serviceable.

BACKGROUND:

Escambia Co has provided funds by virtue of Article 5 for purchase of IT equipment. This IT equipment is old, obsolete or broken beyond economical repair.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, Escambia Co asset tags will be removed and returned to Escambia Co Clerk Office and equipment will be disposed.

Attachments

101212Surplus

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Office of State Attorney COST CENTER NO: 410306
Charles A. Bourne DATE: 9/25/12
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Charles A. Bourne Phone No: 850-595-4273

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E57661	DELL COMPUTER	JJWBW81	Gx520	05	POOR
Y	E57751	DELL COMPUTER	FA63791	Gx520	06	POOR
Y	E55511	DELL COMPUTER	92M0AC1	Gx520	06	POOR
Y	E55980	DELL COMPUTER	G3D42D1	Gx745	07	POOR
Y	E57015	DELL COMPUTER	744NMP1	Gx740	08	POOR

Disposal Comments: CANNIBALIZED TO KEEP OTHER PC'S RUNNING

INFORMATION TECHNOLOGY (IT Technician): ANGELA STONE
 Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 10-1-12 Information Technology Technician Signature: Angela Stone

TO: County Administration Date: 9/25/12
 FROM: Escambia County Department Director (Signature): Charles A. Bourne
 Director (Print Name): Charles A. Bourne

RECOMMENDATION: Date: 10/11/12
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

**REQUEST FOR DISPOSITION OF PROPERTY
 ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Office of State Attorney COST CENTER NO: 410306

Charles A. Bourne
 Property Custodian (PRINT FULL NAME)

DATE: 9/25/12

Property Custodian (Signature): Charles A. Bourne Phone No: 850-595-4273

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	E53A22	DELL COMPUTER	5B WJX51	GX 280	04	POOR
Y	E53A88	DELL COMPUTER	65H4361	GX 280	04	POOR
Y	E53625	DELL COMPUTER	D6W6K61	GX 280	05	POOR
Y	E54101	DELL COMPUTER	5DW4181	GX 520	05	POOR
Y	E54102	DELL COMPUTER	2DW4181	GX 520	05	POOR
Y	E54103	DELL COMPUTER	69W4181	GX 520	05	POOR

Disposal Comments: CANNIBALIZED TO KEEP OTHER PC'S RUNNING

INFORMATION TECHNOLOGY (IT Technician): ANGELA STONE
 Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 10-1-12 Information Technology Technician Signature: [Signature]

TO: County Administration Date: 9/25/12
 FROM: Escambia County Department Director (Signature): Charles A. Bourne
 Director (Print Name): Charles A. Bourne

RECOMMENDATION:
 TO: Board of County Commissioners Date: 10/11/12
 FROM: County Administration Charles R. Oliver
 Charles R. "Randy" Oliver
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:
Emie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3264

County Administrator's Report 11. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/01/2012

Issue: Verizon Wireless In-building Agreement

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Verizon Wireless In-building Agreement for the Public Safety Building - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Verizon Wireless In-building Agreement:

A. Approve the Agreement for Verizon Wireless to install, maintain, and operate an in-building coverage system for use with Verizon Wireless Service at the Public Safety Department facility for the benefit of the Emergency Operations Center at no cost to the County; and

B. Authorize the Acting County Administrator to sign the Agreement.

BACKGROUND:

Through this Agreement, the in-building equipment will provide the Emergency Operations Center, within the Public Safety Department facility, the benefit of enhanced (Verizon) wireless coverage.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the Agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Public Safety Department Director will direct implementation/coordination of the services associated with the Agreement.

Attachments

Verizon Wireless In-Building Agreement

Verizon Wireless In-building Agreement

This In-building Agreement ("Agreement") between Celco Partnership, d/b/a Verizon Wireless, a Delaware General Partnership, having an office and principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920, on behalf of itself and for the benefit of its affiliates ("Verizon Wireless") and Escambia County Emergency Operations Center at 6575 North W Street, Pensacola, FL 32505 ("Customer") governs the installation, maintenance and operation by Verizon Wireless of an In-building coverage system for use with Verizon Wireless Service pursuant to the Agreement.

1. In-building Equipment is defined as follows:

Radio distribution equipment including, repeaters, amplifiers, base station equipment, antennae, cables, wiring, and associated network devices, provided by Verizon Wireless and installed in the Premises (as defined below) for use with Wireless Service provided by Verizon Wireless. Unless specifically stated otherwise, references to Equipment throughout the Agreement shall include In-Building Equipment.

2. Customer grants Verizon Wireless a license ("License"), during the Term to install, maintain and operate In-building Equipment in the buildings where premises owned or leased by Customer are located ("Premises"). The Premises are further identified in Attachment 1 as may be amended from time to time. The License may be terminated only as provided in this Agreement or Amendment. For purposes of this Agreement, "Term" shall be defined as that period of time when the customer continues to occupy the space which is the subject of this Agreement and continues to utilize Verizon Wireless services there in accordance with the terms of this Agreement or Amendments thereto.
3. Customer will provide Verizon Wireless access to or use of facilities and services in the Premises, as required by Verizon Wireless for the installation and operation of In-building Equipment in accordance with local codes and the National Electrical Code. Such facilities and services may include but are not limited to, exterior or rooftop antenna placement, use of ducts, conduit, cables and conductors and electrical power with suitable terminals and power surge protection devices and metallic grounds.
4. Customer grants Verizon Wireless access to premises 24 hours per day, seven days per week as necessary to install, test, upgrade, maintain and/or repair In-building Equipment, to test radio frequency coverage or to investigate or remediate interference with Verizon Wireless' network or services. Customer acknowledges that in the event that such 24 hour access cannot be provided, there may be instances where service may be interrupted or adversely effected because of delays in authorizing access for emergency repairs/maintenance.
5. Verizon Wireless will deliver, install, test, operate and maintain the In-building Equipment. Verizon Wireless may act under this Agreement either directly or using such subcontractors or representatives as Verizon Wireless may select. If Customer is vacating all or part of the Premises, Customer shall give Verizon Wireless thirty (30) days prior written notice and shall make all arrangements with the landlord, or other tenants necessary for Verizon Wireless to remove the In-building Equipment from the Premises being vacated.
6. Except as disclosed to and acknowledged in writing by Verizon Wireless, Customer represents and warrants that (i) no lead paint, asbestos or other hazardous substance as defined by any applicable state, federal or local law or regulation, is present at any Premises; (ii) Customer owns or leases the Premises or otherwise has the right to grant the License and has obtained all required consents or approvals from any landlord, mortgagee or other person or entity ("Party In Interest") having an interest therein; (iii) Customer has or will obtain all required building permits, inspections or other approvals; (iv) Customer does not have any other radio distribution equipment including, repeaters, amplifiers, base station equipment, antennae, cables, wiring, and associated network devices installed on the Premises, (v) Customer has no knowledge of any equipment (such as equipment that may be sensitive to RF signals), wiring or other conditions on the Premises that may be adversely affected by, or may adversely affect, installation or operation of the In-building Equipment. At its sole discretion, Verizon Wireless may cease installation or operation of In-building Equipment, until such time as Customer corrects any condition that would be a breach of the above representations and warranties.
7. In consideration of this License, Customer receives the benefit of enhanced coverage provided by the In-building Equipment in connection with Wireless Service provided under separate Agreement. In the event that Customer ceases to be a Verizon Wireless Subscriber, Customer shall immediately discontinue all use of In-building Equipment and shall promptly allow its removal by Verizon Wireless. In-building Equipment remains Verizon Wireless property, shall be operated and maintained solely by Verizon Wireless, and shall not become a fixture or a part of the real property where it is installed. Customer shall so inform any current or future Party in Interest.
8. Verizon Wireless or its local affiliate is the exclusive FCC licensee of certain radio frequencies on which its services are provided. If Verizon Wireless determines that any customer equipment interferes with the In-building Equipment or with Verizon Wireless' network or services, then upon oral or written notice from Verizon Wireless, Customer shall disconnect or deactivate such equipment until such interference is remedied. If Verizon Wireless determines in its sole discretion that interference caused by such equipment cannot be otherwise remedied, Verizon Wireless shall have the right to remove In-building Equipment or to require Customer to remove customer provided equipment.
9. This Agreement shall become effective when signed by both Parties.

August 14, 2012

Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Verizon Wireless Matter 850-146937-2012

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

ESCAMBIA COUNTY EMERGENCY
OPERATIONS CENTER - PENSACOLA, FL

By: _____

Name: Todd Loccisano

Title: Exec. Dir. - E&G Contract MGMT

Date: _____

By: _____

^{Larry M. Newsom}
Name: ~~Charles R. "Randy" Oliver~~

^{Acting}
Title: County Administrator

Date: _____

Witness: _____

Witness: _____

This document approved as to form
and legal sufficiency.

By: *[Signature]*

Title: FICA

Date: 8/17/12

**ATTACHMENT 1 to
In-building Agreement**

Customer Name:

Escambia County Emergency Operations Center
6575 North W Street
Pensacola, FL 32505

Premises Address:

6575 North W Street
Pensacola, FL 32505

IN-BUILDING SYSTEM TO BE INSTALLED IN THE PREMISES

Required	Quantity Shipped	B.O.	Item # SKU	Description
	1		CS58-5379-96	Network management system power supply unit, includes chassis (Axiom-100-NMS)
	1		CS58-5378-96	Repeater, digital modular, Cellular, 90dB max gain, 25dBm composite output power (Axiom-100-C)
	1		CS58-5376-96	Repeater, digital modular, PCS, 90dB max gain, 30dBm composite output power (Axiom-100-P)
	1		CS58-5377-96	Repeater, digital modular, 700MHz 90dB max gain, 25dBm composite output power (Axiom-100-700)

Required	Quantity Shipped	B.O.	Item #	SKU	Description
	5		CSI-A0/700-2.7K/3	CS03-001-429	ANT, AO/700-2.7K/3, Omni Quad Band (700-960, 1710-2700 MHz) w/plenum attached
	2		CSI-AY/746-896/11	CS03-003-430	ANT, AY/746-896/11, Yagi, (746-896 MHz)
	1			CS70-2408-04	21 DB High Gain Parabolic Gnd Antenna Comes w/mounting hdwr 1"-2" pipe, 24" RG8 pigtail extension, 1700-2100 Mhz (26T-1900F-1)
700				CS50-0158-04	Cable, 1/2" plenum air, aluminum, white (AL4RPV-50)
375				CS50-0057-147	Cable, TWS-600FR, 1/2" Fire Retardant
	8		CSI-CNM12C	CS51-1006-07	Connector, N-Male, Crimp, 1/2" (EZ600-NMH-D)
	22			CS51-1450-04	Connector, N-Male, 1/2" Plenum (L4TNM-PSA)
	1		CSI-DC6/700-2.7K/N	CS05-101-429	DC6/700-2.7K/N, 6dB, 100W (700-2700 MHz)
	2		CSI-DC10/700-2.7K/N	CS05-102-429	DC10/700-2.7K/N, 10dB, 100W (700-2700 MHz)
	1		CSI-DC15/700-2.7K/N	CS05-103-429	DC15/700-2.7K/N, 15dB, 100W (700-2700 MHz)
	6			CS54-3069-47	Jumper 3' RG142/U NM-NF

Required	Quantity Shipped	B.O.	Item #	SKU	Description
	1				Jumper 6' LMR 400FR Nm-Nm
				CS54-3154-12	
	1				Jumper, RG142, N-M to N-M, 6'
				CS54-3497-47	
	3		LAC4N		Lightning Arrestor (LAC4N)
				CS60-5651-05	
	3		CSI-GKIT		Grounding Kit, 1/2" Cable (TMC-GK-S600T)
				CS60-6207-07	
	4		CSI-RP		Roof Pad, Rubber Mat (WSRM/18-48.)
				CS60-6001-31	
	2		CSI-NPRM		Non Penetrating Roof Mount (ROH-FRM-125)
				CS57-4501-30	
	1				Mounting Hardware
				/HDWR	



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3395

County Administrator's Report 11. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/01/2012

Issue: Request for Disposition of Property

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

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

That the Board approve the two Request for Disposition of Property Forms for the Public Safety Department for property which is described and listed on the Request Forms, with reason for disposition stated. This property is to be auctioned as surplus or properly disposed of.

BACKGROUND:

Escambia County establishes policy for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.07.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Florida Statute 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Public Safety Department will remove the appropriate property tag (s), if available, and return them with a copy of the associated disposition form to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Public Safety Department's inventory.

Attachments

Property Dispositin Forms for Fire Rescue

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Public Safety COST CENTER NO: 330206

John Sims DATE: 10/10/2012

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	501819	Truck Pumper Unit 611	4S7DT9K04TC020036	Rescue 96	1996	Poor
Y	501622	Truck Rescue Squad 2	1FDLF47M6REA34693	F-450 94	1994	Poor

Disposal Comments: To be auctioned.


INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 _____ Dispose-Bad Condition-Send for recycling-Unusable
 Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 10/15/12
 FROM: Escambia County Department Director (Signature): 

Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 10/16/12
 TO: Board of County Commissioners
 FROM: County Administration

 Charles R. "Randy" Oliver
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: _____
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Public Safety COST CENTER NO: 330206

John Sims DATE: 10/10/2012

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	501970	1998 GMC Truck Pick Up	1GTGK29R3WE519416	1998	1998	Poor
Y	501104	Truck Pumper ENG 15	46JABAA84M1003576	C906Hush	1991	Poor
Y	501531	Truck Rescue Squad	1FV3GFAC3PL435810	FL60 93	1993	Poor
N	501105	Truck Pumper Unit 314	46JABAA86M1003577	C906Hush	1991	Poor
N	501618	Crown Vic Sedan 4 Dr Unit 525	2FALP71WORX160467	Crown Vic	1994	Poor
N	502224	SUV Explorer	1FMZU72E12UA68232	Explorer	2001	Fair


Disposal Comments: To be auctioned.

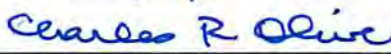
INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 _____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 10/15/12
 FROM: Escambia County Department Director (Signature): 
 Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 10/16/12
 TO: Board of County Commissioners
 FROM: County Administration

 Charles R. "Randy" Oliver
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: _____
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

 Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3333

County Administrator's Report 11. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/01/2012

Issue: Resolution Supporting Application for 2013-2014 Florida Beach Erosion Control Budget - Perdido Key Nourishment Project

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Supporting an Application to the Florida Department of Environmental Protection for the 2013-2014 Florida Beach Erosion Control Program Budget for the Perdido Key Nourishment Project - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the Chairman's signature and adopt the Resolution supporting an application to the Florida Department of Environmental Protection (FDEP) for State funds under Section 161.091, Florida Statutes, for the 2013-2014 Florida Beach Erosion Control Program Budget to be allocated for the Perdido Key Beach and Dune Restoration Project.

[Funding: No direct budgetary impact at this time; however, there will be a local match required when the Perdido Key Nourishment Project is constructed and for continued maintenance of the project post-construction to maximize eligibility for FEMA funds in the event of a declared disaster. Construction is projected to be in the fall of 2014 pending identification of a local funding source.]

BACKGROUND:

The impacts of Hurricanes Ivan, Dennis, and Katrina devastated the gulf front shoreline of Perdido Key. As a result, the FDEP has deemed portions of Perdido Key beaches as "critically eroded." Since that time, Perdido Key shorelines have been further degraded from the impacts of Hurricanes Gustav and Isaac. A nourishment and dune restoration project will provide substantial protection against future storm events to mitigate damage to public infrastructure and private property.

This purpose of the resolution is to affirm local commitment to enhance and maintain the beaches of Perdido Key. The annual submittal of the resolution to FDEP is required for Perdido Key to be included in the budget for the Florida Beach Erosion Control Program. The County has participated in this program since 2005 for Perdido Key hurricane recovery.

BUDGETARY IMPACT:

There is no direct budgetary impact at this time; however, there will be a local match required when the Perdido Key nourishment project is constructed and for continued maintenance of the project post-construction to maximize eligibility for FEMA funds in the event of a declared disaster. Construction is projected to be in the fall of 2014 pending identification of a local funding source.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution has been reviewed by Stephen West, Assistant County Attorney, and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board's adopted Comprehensive Plan goal to "properly manage and conserve the important natural resources of the County..."

IMPLEMENTATION/COORDINATION:

Once adopted, the resolution will be forwarded to the Florida Department of Environmental Protection for funding consideration.

Attachments

Resolution 2012-151

11/1/2012

To Be Ratified

RESOLUTION NUMBER R2012-151

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA SUPPORTING AN APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR STATE FUNDS UNDER SECTION 161.091, FLORIDA STATUTES FOR THE 2013-2014 FLORIDA BEACH EROSION CONTROL PROGRAM BUDGET FOR THE PERDIDO KEY NOURISHMENT PROJECT CONSTRUCTION, POST CONSTRUCTION BEACH AND ENVIRONMENTAL MONITORING, AND IMPLEMENTATION OF A BEACH MANAGEMENT APPLICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners believes that Perdido Key needs a beach nourishment project in the wake of recent hurricanes and tropical storms; and

WHEREAS, Perdido Key also is recognized by the Department of Environmental Protection as having a critically eroded shoreline; and

WHEREAS, the Escambia County Board of County Commissioners supports the Department of Environmental Protection beach nourishment project for Perdido Key and is willing to serve as the local sponsor; and

WHEREAS, the Escambia County Board of County Commissioners will provide the local funding share necessary to implement such a project as authorized by 161.101, Florida Statutes.

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

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. That the Board of County Commissioners hereby supports the Perdido Key Beach nourishment program, and it is willing to serve as the local sponsor.

Section 3. That the Board also is prepared to provide the necessary local funding to implement this beach nourishment project.

Section 4. That this resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 1st day of November 2012.

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

By: Wilson B. Robertson
Wilson B. Robertson, Chairman

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

By: Ernie Lee Magaha
Deputy Clerk



Date Executed

October 15, 2012

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: Oct 3, 2012

Certified to be a true copy of the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court & Comptroller
Escambia County, Florida
By: Ernie Lee Magaha D.C.
Date: October 15, 2012





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3400

County Administrator's Report 11. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/01/2012

Issue: Limited Waiver of the Noise Abatement Ordinance for Outdoor Ceremony at 271 Molino Road, Molino

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for an Outdoor Veteran's Remembrance Ceremony - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to 11:00 p.m., for the outdoor Veteran's Remembrance Ceremony being held at Louie's Tavern, 271 Molino Road, Molino, Florida, on Saturday, November 10, 2012, from 7:00 p.m. to 11:00 p.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption.

Upon Board approval, the Escambia County Sheriff's Office will be notified of the issuance of this waiver

Attachments

Application

Site Location Map



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

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3550 - Phone
(850) 595-3589 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	SE 121007121
Building Permit Number:	
Approved By:	Date:

Applicant:	JOHN ROMAKER	Phone Number:	
Owner's Name:	JOHN ROMAKER	Phone Number:	
Owner's Address:	408 STRANDVIEW DR		
City:	PENSACOLA	State:	FL
		Zip Code:	32534
Job Address:	271 MOLINO RD, MOLINO 32577	Lot or Apt. Number:	

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity:	NOV 10 2012	Description of Activity:	VETERAN'S REMEMBRANCE CEREMONY
Beginning Time:	7:00 PM	Ending Time:	11:00 PM

Remarks or Comments:

Driving Directions:	NORTH HWY 29 PAST CANTONMENT TO FIRST CAUTION LIGHT, TURN RIGHT ON MOLINO RD. CROSS OVER 95A AND IS APPROX 1.5 MILES ON RIGHT
---------------------	---

Escrow Account Number:	Date:
	10.5.2012
Applicant Signature:	

Title



Disclaimer

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.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3401

County Administrator's Report 11. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/01/2012

Issue: Limited Waiver of the Noise Abatement Ordinance for New Year's Eve Fireworks Display Near the Portofino Pier

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the New Year's Eve Fireworks Display Launched from a Floating Platform Near the Portofino Pier on Pensacola Beach - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the New Year's Eve fireworks display, sponsored by the Portofino Island Resort on Pensacola Beach, from 11:59 p.m., December 31, 2012, to 12:10 a.m., January 1, 2013.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption.

This application is processed in coordination with the Santa Rosa Island Authority. Upon approval, the Escambia County Sheriff's Office will be notified of the date, time, and location of this proposed noise waiver.

Attachments

Application

Site Location Photo



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

Development Services Bureau
 3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
 P.O. Box 17248
 Pensacola, FL 32522-7248
 (850) 595-3550 - Phone
 (850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	<i>SE 121007369</i>
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc	Phone Number: 800-662-1331	
Owner's Name: Lansden E. Hill, Jr.	Phone Number:	
Owner's Address: P.O. Box 1776		
City: LaFollette	State: TN	Zip Code: 37766
Job Address: 10 Portofino Drive Pensacola Beach, FL 32561		Lot or Apt. Number:

Limited Waiver Section Only	
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.	
Date of Activity: December 31, 2012 – January 1, 2013	Description of Activity: <i>This will be a 10 minute duration aerial fireworks display performed at 12 Midnight.</i>
Beginning Time: 12 Midnight Ending Time: 12:10 AM	

Remarks or Comments: <i>Fireworks will be launched from a floating platform near the pier at Portofino Island Resort.</i>

Driving Directions:

Escrow Account Number:	Date: October 9, 2012
Applicant Signature: <i>Lansden E. Hill, Jr. / by JR</i>	

Name of Show: Premier Island Mgmt.
Show Location: Portofino Island
Pensacola, FL

Show Date: December 31, 2009
Rain Date: N/A

Maximum Shell Size: 3"
Safety Fallout Radius: 210'

No Storage Required

Pyro Shows, Inc. 10-22-09 db
800-662-1331

Shoot Site Location Approximate Coordinates:
30° 20' 46.73" N
87° 04' 52.63" W

Greater than 7,000' to
Intracoastal Waterway

North ↑

Safety Fallout Zone
Is 210' for 3" Shells



1063 ft

Imagery Dates: Mar 1, 2006 - Apr 2007

30° 20' 47.51" N 87° 04' 59.87" W

© 2009 Google

Eye alt 3680 ft



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3396

County Administrator's Report 11. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/01/2012

Issue: Appointments to the West Florida Regional Library Blue Ribbon Task Force Committee

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointments to the West Florida Regional Library Blue Ribbon Task Force Committee - Marilyn D. Wesley, Community Affairs Department Director

That the Board take the following action regarding appointments to the West Florida Regional Library Blue Ribbon Task Force Committee:

A. Confirm the appointment of D. Auriette Hahn Lindsey, selected by District 2 Commissioner Gene M. Valentino as his district representative, effective November 1, 2012, through July 31, 2013; and

B. Confirm the appointment of Gabriela J. Galescu, selected by District 4 Commissioner Grover C. Robinson, IV, as his district representative, effective November 1, 2012, through July 31, 2013.

BACKGROUND:

At the January Committee of the Whole meeting, the Board was presented with information regarding the history and creation of the West Florida Regional Library Blue Ribbon Task Force Committee for the purposes of development of a five-year plan for the West Florida Regional Library System. Membership of the committee consists of one person from each county district, three members from the City of Pensacola selected by the Mayor, and one member from the West Florida Regional Library Board.

The West Florida Regional Library Blue Ribbon Task Force Committee will disband after completion of their task, which should be completed within a year. Auriette Lindsey and Gabriela Galescu replace, respectively, Terri Church and Margaret Henderson, who were both approved by the Board on July 28, 2012.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of all such committee appointments.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs will continue to represent the Board and coordinate with all pertinent parties (West Florida Regional Library Board, City of Pensacola) regarding this matter to facilitate the successful completion of the Committee's task.

Attachments

Resume for Auriette Lindsey

Resume for Gabriela Galescu

D. AURIETTE HAHN LINDSEY
(850) 417-6492 cell ♦ dahlia@tmlindsey.com
4817 State Street ♦ Pensacola, Florida 32506

Related Employment

WEAR-TV 3 4990 Mobile Highway, Pensacola, FL 32506 4/11 – Present
(850) 456-3333 11/99 – 4/07

Newscast Producer, 04/11 – present. Write, research, proofread and update scripts for daily newscasts. Develop rundown in Avid iNews, determining content and timing for each segment. Work with director, studio camera crew and anchors to establish shot sequences. Create graphics using Axis. Research and present story ideas to news director, producers and reporters.

Newscast Producer, 3/00 – 04/07. Produced daily newscasts in all time slots. Booked on-air guests. Produced “In Focus” weekly community affairs program. Co-produced half-hour special “Stages of Development: Pensacola and the Movies.” During my tenure on “3 in the Morning,” the newscast climbed to number one in the ratings.

Production Assistant, 11/99-3/00. Operated studio cameras, edited video, designed and created on-screen graphics. In January 2000, conceptualized and wrote TV and radio scripts for Vein Drain promotional spots.

Pensacola Little Theatre 400 South Jefferson Street, Pensacola, FL 32502 4/07 – 4/11
(850) 434-0257

Marketing and Public Relations Director. Managed all aspects of marketing and promotion for Pensacola Little Theatre and the Pensacola Cultural Center, by maintaining communications with media, patrons, volunteers and staff using a blend of old and new media, cross-promotion opportunities, and community outreach. Responsibilities included artistic design and strategic marketing for 16-24 theatre productions each year, negotiation and execution of advertising trade sponsorships; grant preparation with PLT’s executive director; and participation on special event and fundraiser committees.

- Writing: press releases, brochures, newsletters, print ads, commercial scripts
- Design: posters, billboards, coupons, postcards, ads, event programs, brochures
- Online and Social Media: Facebook, Twitter, CMS website management
- Budget Management: request and analyze bids for printing and sign-making
- Research: create and analyze patron surveys

Baytowne Film Festival P.O. Box 6053, Miramar Beach, FL 32550 9/06 – 11/06
Asquared Events, Inc. Adam Shiland: (850) 622-5225

Art Director. Selected and scheduled films for weekend film festival. Secured screening rights from distributors and filmmakers. Provided details of bookings to P.R. director. Spoke to print media reporters and did live television interviews to promote the event.

Sci-Fi Channel 2255 Glades Road, Suite 219A, Boca Raton, FL 33431 9/90 - 3/92
Laurie S. Silvers, CEO: (561) 998-8000

Director of Fan Relations for developing cable network. Organized Official Fan Club with more than 100 Chapters. Developed international mailing list. Spoke about the network at conventions and club meetings. Did media interviews. Wrote and designed newsletter. Increased fan activity helped secure contracts for cable distribution of the network. Screened content and built database of genre films and TV series. Reported to CEO.

D. AURIETTE HAHN LINDSEY
Résumé Page Two

Additional Employment

B. Dalton Bookseller Corporate: 122 Fifth Avenue, NY 10011 3/97 - 8/99
Human Resources: (800) 799-5335

Assistant Store Manager in mall bookstore. Prepared daily and weekly sales figures, supervised employees, maintained promotional areas.

Books-A-Million Corporate: 402 Industrial Lane, Birmingham, AL 35211 4/96 - 3/97
Store Phone: (850) 478-4849

Cashier in book superstore. Duties included cash handling, straightening, shelving, and pricing merchandise. Maintained consistently high club membership sales.

Articles & Objects Formerly in Cordova Mall 11/93 - 12/95

General Manager of family-owned craft consignment store. Handled bookkeeping and payroll for more than 90 artists. Established accounts with manufacturers. Expanded merchandise selection and designed displays. Handled all advertising and publicity.

Walt Disney World P.O. Box 10,000, Lake Buena Vista, FL 32830 9/88 - 9/90
Employment Verification: (800) 367-5690

Department Assistant for Press and Publicity Department. Tour Guide for Disney-MGM Studios Backstage Studio Tour. Attractions Hostess in Walt Disney World's Magic Kingdom. Written Commendation for one year of Perfect Attendance, September 1989.

Blab-TV 121 South Palafox, Pensacola, FL 32501 8/87 - 9/88
(850) 432-8982

Technician for nightly live call-in talk shows. Director-Trainee, Soundboard Operator, Character Generator Technician, Camera Operator.

Education, Memberships, Awards

University of West Florida BA Theatre Arts Cum Laude
Communication Arts Minor

Arts Council of Northwest Florida Communication Arts Internship
Pensacola Junior College AA Liberal Arts With Honors
Emphasis in Broadcasting and Fine Arts

Florida Public Relations Association Member since 2006, Executive Board 2008-2011

FPRA Northwest Florida Image Award 2009 – Judges' Award for Cabaret Save the Date Card

FPRA Northwest Florida Image Award 2011 – Judges' Award for Alice in Wonderland Campaign

Pensacola Shakespeare Theatre – Board Member since 2011

Gabriela J. Galescu

1700 E. Avery St., Pensacola, FL 32503 • Escambia County District 4 • C: (850) 287-4183 • H: (850) 433-9691
gjg08c@my.fsu.edu • <https://sites.google.com/site/gabrielagalescu/>

Education

May 2011	M.L.I.S.	Florida State University. GPA 3.9
1999-2005	Graduate Student A.B.D.	PhD program Sociology Department, Cornell University. Graduate affiliate, Center for the Study of Inequality. GPA 3.7
Jun 1998	B.A.	Department of Philosophy, A.I. Cuza University of Iasi, Romania. Major: Sociology, Minor: Political Science. GPA 9.76/10.00.

Library Experience

- Jan-Jun 2011 *Intern, University of Florida Libraries Development Team*
- Developed and implemented a short-range marketing plan for the Price Library of Judaica.
 - Created and distributed promotional materials for the Price Library of Judaica collection and services.
 - Initiated and coordinated a partnership between the Price Library and Alachua County Public Library to celebrate Jewish Heritage Month.
 - Co-organizer of the 30th anniversary of the Price Library of Judaica fundraising event.
 - Co-curator of the library exhibit *A Celebration of Jewish Life and Culture Around the World*.
 - Co-organizer of the Price Library of Judaica celebration of *Shavuot*.
 - Created a RefWorks database of the University of Florida holdings of Jewish Memorial Books.
 - Created a digital portal for the Jewish Memorial Book collection at the University of Florida.
 - Updated the Jewish Studies Department on-line library guide to include information on the Jewish Memorial Book collection.
 - Helped with the evaluation and selection of donation materials.
 - Created the first database of Judaica library funding resources.
 - Created the complete annotated list of Jewish and Middle Eastern Studies departments, centers, research institutes and libraries in the US.
 - Created and maintained an internship blog.
- Feb-May 2011 *Intern, University of Florida Digital Library Center*
- Hands-on experience with creating and promoting academic library digital collections.
 - Provided liaison between the Digital Library Center and the Judaica library curator.
 - Scanned, optimized and otherwise prepared digital materials for various projects including the Jewish Memorial Book portal and the digital exhibit *Treasures from the Isser and Rae Price Library of Judaica*.
- May 2008 – Dec 2010 *Community Relations Specialist at West Florida Public Library.*
- Library management duties as the Chairperson of the Volunteer Policy Update/New Employee Orientation Committee.
 - Library management duties as evaluator of staff training needs.
 - Designed and conducted library staff training sessions.
 - Library research and reference interviews as part-time library assistant in the Reference Department.
 - WFPL website redesign and updates.
 - Organizer and coordinator of community outreach programs, library tours and programs for adult library users.

- Organizer of volunteer and new employee orientation sessions and library volunteer coordinator.
- Coordinator of the weekly library program *On The Bookshelf* on WEAR TV, the local station.
- WFPL coordinator of the 2010 web-based US Impact Survey.
- WFPL liaison with StoryCorps for the March 2010 Pensacola area recording session.
- WFPL liaison with the Friends of the Pensacola Public Library.
- Co-organizer of Friends of the Pensacola Public Library fund raisers.
- Organizer of the PLAN information workshop *Becoming a Librarian: All About Graduate School* at WFPL (March 2009 and January 2011).
- Co-organizer of the yearly *Student Poetry Contest* with West Florida Literary Federation and Friends of the Pensacola Public Library.

Oct 2006 – *Library Assistant, WFPL Circulation Department*

May 2008

- Customer service.
- Shelf management.

Library Assistant, WFPL Computer Lab

- Computer use patron assistance.
- Prepared and taught computer classes and workshops.

Jan-Aug 2000 *Library Assistant, Cornell University Law Library*

- Retrieved, checked out and boxed materials for the bindery.
- Received, checked in and re-shelved materials returned from the bindery.

Institutional Service

- Volunteer for West Florida Historic Preservation Incorporated in the Collections Management Department. (Since Sept 2011)
- Volunteer for the Friends of the Alachua County Library Book Sale. (Apr 2011)
- Moderator for the 2011 ACRL IdeaPower Unconference. (Apr 2011)
- Member of the University of Florida Libraries Green Team. (Feb-Jun 2011)
- Member of the Isser and Rae Price Library of Judaica Rededication Event Committee at University of Florida Libraries. (Feb-Mar 2011)
- Chairperson of the Volunteer Policy Update/New Employee Orientation Committee at West Florida Public Library. (Jul-Sept 2009)
- Member of the Friends of the Pensacola Public Library Board. (May 2008-Dec 2010)

Academic Teaching and Research Experience

- Graduate teaching and research assistant at Cornell University, Sociology Department (Fall 2000 – Spring 2004)

Professional Development

Classroom Assessment For Information Literacy Instruction: Are they Learning What You Are Teaching? Live Webcast.

Jul 2011, ACRL e-Learning

Budgeting in Context: Understanding Your Institution's Resource Allocation Process and How to Present Your Library's Requirements. Workshop.

Mar 2011, ACRL 2011 Conference Philadelphia, PA

Data-Driven Library Web Design: Making Usability Testing Work with Collaborative Partnerships. Workshop.

Mar 2011, ACRL 2011 Conference Philadelphia, PA

Ask a Librarian. Workshop.

Oct 2010, PLAN Office Panama City Beach, FL

Membership in Professional Associations

Beta Phi Mu, Gamma Chapter	Jul 2011, lifetime membership
Florida Library Association (FLA)	Since Feb 2011
Association of College and Research Libraries (ACRL)	Since Sept 2010
American Library Association (ALA)	Since Feb 2009
Public Library Association (PLA)	Jul 2009 – Jul 2011
Panhandle Library Access Network, Inc (PLAN)	Jun 2008 – Dec 2010

Professional meetings participation

FLA 2011 Annual Conference	May 2011
ACRL 2011 Conference	Mar 2011
2009 ALA Annual meeting	Jul 2009
Panhandle Library Access Network Annual Meeting	Oct 2008

Publications and Presentations

- Gabriela Galescu. (2011) "Strategic Marketing for Special Collections: Promoting the Price Library of Judaica at the University of Florida". Poster presentation, 2011 FLA Annual Conference.
- David Grusky, with Gabriela J. Galescu. (2005) "Foundations of a neo-Durkheimian Class Analysis". *Approaches to Class Analysis*. Ed. Erik Olin Wright, Cambridge University Press.
- Grusky, David B. and Gabriela Galescu. (2005) "Is Durkheim a class analyst?". *The Cambridge Companion to Durkheim*. Eds. Jeffrey C. Alexander and Philip Smith. Cambridge University Press, 2005.

Academic Honors and Awards

- The 2011 Beta Phi Mu Gamma Chapter Student Scholarship Award.
- Membership in Beta Phi Mu, the International Library & Information Studies Honor Society, Since July 2011.
- Sage Fellowship, Dept. of Sociology, Cornell University, 1999-2000 and 2002-2003.
- First Prize for Academic Achievements, Dept. of Philosophy, A.I. Cuza University, Iasi, Romania, 1995-1996.

Languages:

Romanian (native), English (fluent), French (reading), Italian (reading).

References:

Upon Request



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3397

County Administrator's Report 11. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/01/2012

Issue: Workforce Escarosa Workforce Services Plan for Fiscal Years 2012-2016

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Workforce Escarosa Workforce Services Plan for Fiscal Years 2012-2016 - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Workforce Escarosa Workforce Services Plan for Fiscal Years 2012-2016.

(A COPY OF THE WORKFORCE ESCAROSA WORKFORCE SERVICES PLAN IS AVAILABLE FOR REVIEW IN THE CLERK'S OFFICE AND AT

[HTTP://WWW.WORKFORCEESCAROSA.COM/LOCAL_PLANS.HTML.](http://www.workforceescarosa.com/local_plans.html))

BACKGROUND:

Under legislation governing Workforce Florida, Inc. and the Workforce Investment Act of 1998 (WIA), Workforce Escarosa, Inc. has the responsibility for the administration of the various human assistance programs in Region 1, comprised of Escambia and Santa Rosa counties. The Board of County Commissioners is an appointing authority for Workforce Escarosa, also referred to as a Regional Workforce Board (RWB).

The Workforce Services Plan is an overview of specific program operations and includes all standard operating procedures manuals for the programs. The Plan outlines operations of various programs as required under federal legislation. Also as required, the Plan was advertised for 30-day period for public comment, which ended on September 21, 2012. The Plan was submitted to the State on October 1, 2012 and approved by Workforce Escarosa Board of Directors at their October 18, 2012 meeting. Both appointing authorities for Region 1 are required to sign the Plan in order to finalize by the December deadline.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of all such documents regarding boards for which the Board is an appointing authority and is in accordance with the WIA of 1998.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs will continue to coordinate with Workforce Escarosa, Inc. on all matters regarding this matter.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3370

County Administrator's Report 11. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/01/2012

Issue: Acceptance of a Parcel of Real Property Located in Camshire Meadows Subdivision from Pensacola Habitat for Humanity, Inc.

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Parcel of Real Property Located in Camshire Meadows Subdivision from Pensacola Habitat for Humanity, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a parcel of real property in Camshire Meadows Subdivision from Pensacola Habitat for Humanity, Inc., for stormwater drainage:

A. Authorize staff to negotiate and resolve any matters related to, or associated with, the acceptance of the donation of a parcel of real property (approximately 451 square feet or 0.01 acres) located in the Camshire Meadows Subdivision, from Pensacola Habitat for Humanity, Inc., for stormwater drainage purposes, and to gather information and conduct inspections as needed to allow the Board's acceptance of the real property; and

B. Authorize the Chairman or Vice Chairman to accept the Deed as of the day of delivery of the Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

Camshire Meadows Subdivision, which is owned and was developed by Pensacola Habitat for Humanity, Inc., is a platted subdivision located north of Gulf Beach Highway between Weller and Wade Avenues. Meeting in regular session on March 17, 2011, the County accepted the roads and stormwater drainage improvements (including retention ponds) for permanent County maintenance and the plat was recorded in Plat Book 19, at Page 15, of the Public Records of Escambia County, Florida. Lot 1, Block "D" of said subdivision is still owned by Habitat and is located adjacent to the County retention pond parcel (Parcel "B"). Habitat had a boundary survey performed for Lot 1, Block "D", which indicated that a portion of the pond slope and the fence were actually located within the boundaries of Lot 1. Habitat has reviewed its options and is requesting that the Board accept the portion of Lot 1 (approximately 451 square feet or 0.01 acres) being encroached upon as shown on the boundary survey.

BACKGROUND:

Camshire Meadows Subdivision is a platted subdivision located north of Gulf Beach Highway between Weller and Wade Avenues, which is owned and was developed by Pensacola Habitat for Humanity, Inc. Meeting in regular session on March 17, 2011 the County accepted the roads and stormwater drainage improvements (including retention ponds) for permanent County maintenance and the plat was recorded in Plat Book 19 at Page 15 of the public records of Escambia County, Florida. Lot 1, Block D of said subdivision is still owned by Habitat and is located adjacent to the County retention pond parcel (Parcel "B"). Habitat had a boundary survey performed for Lot 1, Block D, which indicated that a portion of the pond slope and the fence were actually located within the boundaries of Lot 1. Habitat has reviewed its options and is requesting the Board accept the portion of Lot 1 (approximately 451 square feet or 0.01 acres) being encroached upon as shown on the boundary survey.

County staff have reviewed this request and have no objection to the County's acceptance of this property. Board approval is required to authorize Staff to proceed with the acquisition, and for the Board's acceptance of the donated property.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Warranty Deed was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on October 2, 2012.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval, County Staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon board approval, Staff will provide the executed Warranty Deed to Pensacola Habitat for Humanity, Inc., who will have the Warranty Deed recorded in the public records of Escambia County, Florida.

Attachments

Warranty Deed

Checklist

BCC Minutes-3/17/2011

Plat Book 19 Page 15

Plat Book 19 Page 15A

Aerial Map

This document was prepared by:
Judy Cantrell
Escambia County Engineering Department
3363 W. Park Place
Pensacola, Florida 32505

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 27th day of September, 2012, by and between Pensacola Habitat for Humanity, Inc., whose address is P. O. Box 13204, Pensacola, FL 32501 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, and its successors and assigns forever, the following described land situated in Escambia County, Florida:

“ Exhibit A”

Parcel Identification Number 33-2S-31-3200-001-004 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2012; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

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

Grantor

Pensacola Habitat for Humanity, Inc.

Witness Bernie W Manning
Print Name Bernie W Manning

Witness Judith Cantrell
Print Name Judith Cantrell

By: Tim Evans
Title: Executive Director / CEO

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of September, 2010, by Tim Evans. He/She () is personally known to me, or () has produced current FL Dr License as identification.

Judith C. Cantrell
Signature of Notary Public

(Notary Seal)

JUDITH C. CANTRELL
Comm # DD967613
Print Name Expires 6/7/2014
Florida Notary Assn., Inc.

ACCEPTANCE

This Warranty Deed accepted by Escambia County, Florida on the _____ day of _____, 2012, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk
(Seal)

This document approved as to form and legal sufficiency.
By [Signature]
Title Att. County Attorney
Date Oct. 2, 2012

EXHIBIT A

DESCRIPTION DRAWING

JOB NO.: 18261-12

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

NEW PARCEL CREATED AT THE CLIENT'S REQUEST

DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK D, CAMSHIRE MEADOWS AS RECORDED IN PLAT BOOK 19 AT PAGE 15 A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 05 DEGREES 23 MINUTES 47 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 29.87 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 05 DEGREES 23 MINUTES 47 SECONDS WEST ALONG SAID WEST LINE OF LOT 1 FOR A DISTANCE OF 71.49 FEET; THENCE GO SOUTH 18 DEGREES 45 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 54.62 FEET; THENCE GO SOUTH 29 DEGREES 07 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 22.27 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 4, TOWNSHIP 3 SOUTH, 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 451 SQUARE FEET - 0.01 ACRES MORE OR LESS.

NORTHWEST FLORIDA LAND SURVEYING, INC.
7142 BELGIUM CIRCLE, PENSACOLA, FLORIDA 32526

Fred R. Thompson 6-13-2012

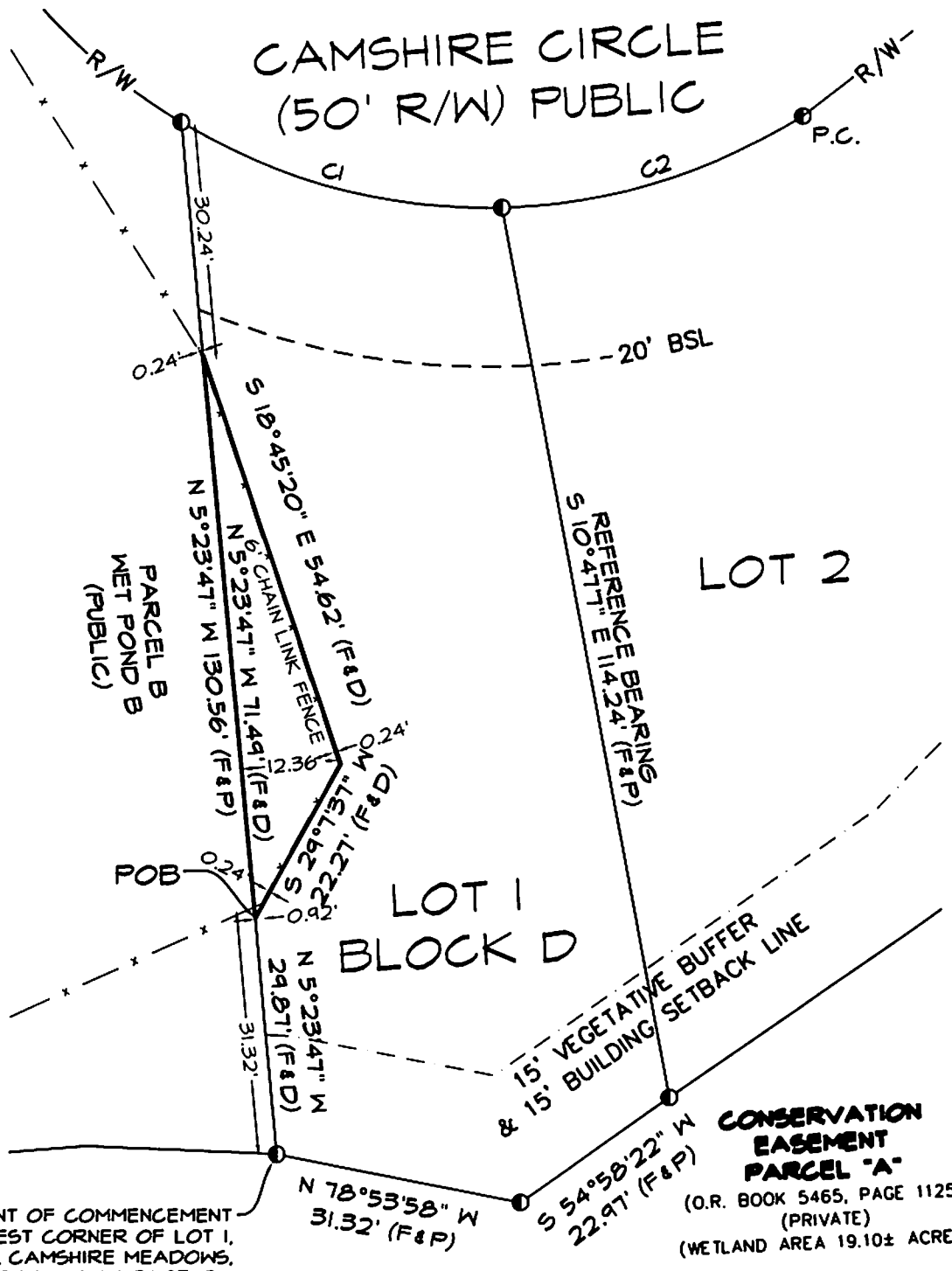
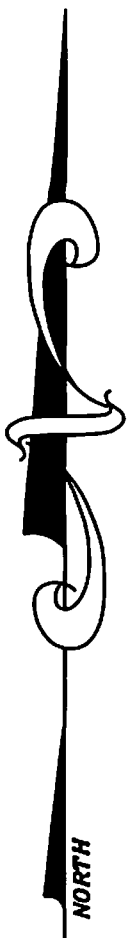
FRED R. THOMPSON, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3027 CORP. NUMBER 7277
STATE OF FLORIDA

SCALE: 1" = 20'



NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

7142 BELGIUM CIRCLE
Pensacola, Fl 32526
(850) 432-1052



POINT OF COMMENCEMENT
THE SOUTHWEST CORNER OF LOT 1,
BLOCK D, CAMSHIRE MEADOWS,
AS RECORDED IN PLAT BOOK 19 AT PAGE 15A

**CONSERVATION
EASEMENT
PARCEL "A"**
(O.R. BOOK 5465, PAGE 1125)
(PRIVATE)
(WETLAND AREA 19.10± ACRES)

PROPERTY LINE CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA-ANGLE	TANGENT	CHORD	CHORD-BEARING
C1	42.38'	75.00'	32°22'21"	21.77	41.82'	S 75°18'18" E
C2	40.00'	75.00'	30°33'28"	20.49	39.53'	N 79°13'44" E

SCALE: 1" = 20'



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Pensacola Habit for Humanity, Inc.
Portion: 33-2S-31-3200-001-004

County Administrator (or designee) - Appraisals

Appraiser (1): N/A
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): N/A
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: See Attached
 Received by: _____
 Comments: _____
 Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: N/A - Vacant
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: N/A - Vacant
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: Rick Colorado
 Date: 10-08-12
 Comments: CHECKED LEGAL & SKETCH FOR CLOSURE - COPY NOT CERTIFIED

Office of Management and Budget - Verification of Funding Source

Funding source: Engineering Account #002-13302150
 Verified by: [Signature]
 Date: 10-8-12
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____

Sec. 46-139. Acquisition of real property by the county.

(1) Prior to the acquisition of real property by the county by purchase, lease, donation, or exchange, the county administrator or designee shall:

- (a) Determine if the property is within the scope of the county's future space plan, and determine the impact on the future space plan.
- (b) Determine the costs to the county of acquiring the property, as well as the costs related to maintaining the property, more specifically as described in this section.

(2) Procedures for acquisition of property are as follows:

- (a) If the value of the property is less than \$250,000.00, the county administrator or designee shall obtain at least one appraisal from a real estate appraiser licensed by the State of Florida. If the value of the property is \$250,000 or more, the county administrator or designee shall obtain at least two appraisals. However, after obtaining the first appraisal, the Board may waive the requirement for a second appraisal and instead accept an appraisal review from a real estate appraiser that confirms the accuracy of the initial appraisal. Appraisals are not required for donations or acquisitions where the value of the consideration paid by the County is less than \$20,000.
- (b) An environmental site assessment, Phase I, and Phase II if indicated by the Phase I environmental site assessment, shall be obtained by the county, provided however, the county administrator may waive this requirement with the written concurrence of the neighborhood and environmental services division for reasons specifically stated.
- (c) A physical inspection of the property must be completed by the facilities management department and risk management department with the utilities turned on, with a written report to the county administrator or designee on the HVAC, electrical, plumbing, fire suppression systems, available utilities, and communications systems, roof, general condition of the interior and exterior of any buildings, drainage, grounds maintenance, security, building code compliance, compliance with the American with Disabilities Act, and any other inspections deemed appropriate by the county administrator or designee.
- (d) A survey or boundary map, as determined by the county administrator or designee, must be obtained and reviewed by the county engineering department.
- (e) The office of management and budget shall provide verification of the funding source for the purchase or lease.
- (f) The county administrator or designee shall evaluate the above reports and negotiate a purchase or lease price with the prospective seller. The county administrator may enter into an option contract to purchase or lease the property, subject to approval of a contract for sale and purchase or a lease by the board of county commissioners. The board of county commissioners will be under no obligation to exercise the option.
- (g) If the negotiated purchase price of the property exceeds the average of the appraisal(s), the board of county commissioners is required to approve the purchase by an extraordinary vote (4/5).
- (h) The county attorney's office shall prepare or review legal documents necessary to the negotiation and purchase or lease of the property. Title insurance is required for all purchases of \$20,000.00 or more, unless the board of county commissioners determines otherwise. Title insurance may be obtained for purchases less than \$20,000.00.

(3) Notwithstanding the provisions of this section, if the county is acquiring property by purchase or donation, and if the property is valued at less than \$20,000.00, then the county administrator or designee shall negotiate the purchase price and terms, and may waive compliance with all or some of the procedures described in subsection (2), with the negotiated purchase or donation to be approved by the board of county commissioners.

(4) If the board of county commissioners determines that it is in the best interest of the county to negotiate for the purchase of a parcel of property confidentially, the county administrator or designee shall negotiate the proposed purchase pursuant to the terms of F.S. § 125.35(5); provided however, the requirements of subsections (1) and (2) of this section must be followed.

(Ord. No. 2002-31, §1, 7-18-2002; Ord. No. 2004-37, §1, 7-22-2004; Ord. No. 2006-74)



Board of County Commissioners • Escambia County, Florida

Patrick T. Johnson, Director
Solid Waste Management

August 15, 2012

Ms. Judy Cantrell
Central Office Complex
Real Estate Acquisition Department
3363 West Park Place
Pensacola, FL 32505

RE: Environmental Assessment Exemption Camshire Circle ACCT # 095074410

ESA's are generally performed on commercial properties that have or had the potential of becoming contamination. The holding pond/parcel in this investigation would not be designated "commercial real estate" and would not fall under the scope of the Comprehensive Environmental Response and Compensation and Liability Act (CERCLA).

The site inspection, maps, and related investigation confirmed that the site is located in a platted residential subdivision. These sites are not required to undergo Environmental Site Assessments.

Therefore, it is determined that the site is "exempt" and does not require an ESA.

Call me at 937-2148 if I can be of help to you in the future.

Thank you,

A handwritten signature in blue ink that reads "Doyle Butler".

Doyle Butler, Engineering Environmental Coordinator
ECDSW

DB/db

H:\DSWM\Engineering and Environmental Quality Division\Doyle\Forms\Camshire Circle Holding Pond.docx



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Pensacola Habit for Humanity, Inc.
Portion: 33-2S-31-3200-001-004

County Administrator (or designee) - Appraisals

Appraiser (1): N/A
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): N/A
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: 8/15/12
 Received by: [Signature]
 Comments: This Parcel is Located in Parcel Subdivision 4/15 Attempted From LESA
 Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: N/A - Vacant
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: N/A - Vacant
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#) |
 [Tangible Property Search](#) |
 [Amendment 1 Calculations](#)

[Back](#)

Navigate Mode **Account**
 Reference

[Printer Friendly Version](#)

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PROPERTY ACQUISITION
PENSACOLA HABITAT FOR HUMMANITY.



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT
JCC 08/19/12 DISTRICT 3




Pensacola Habitat for Humanity Parcel

County Parcel

Acquisition Parcel

GROWTH MANAGEMENT REPORT – Continued

1. ACTION ITEMS – Continued
2. Final Plat – Camshire Meadows 

Motion made by Commissioner Valentino, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning recording of the Final Plat of Camshire Meadows (a 119-lot, single-family residential subdivision with public streets), located in the Bayou Grande community, lying north of Gulf Beach Highway between Weller and Wade Avenues, owned and developed by Pensacola Habitat for Humanity, Inc., a not-for-profit corporation; prior to recording, the County Engineer, County Surveyor, Development Services Bureau Chief, and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E of the Escambia County Land Development Code; also, prior to recording, the County Surveyor must sign the Final Plat, as set forth in Chapter 177.081 (1), Florida Statutes, as amended to approve Item A subject to proof of acceptance of the sewer system, and subject to approval of the Public Works Director and the County Administrator, and as amended to add Item E:

- A. Approving the Final Plat for recording, subject to proof of acceptance of the sewer system, and subject to approval of the Public Works Director and the County Administrator;
- B. Approving the street names "Mary Fleming Drive," "Ledbetter Lane," "English Meadows Drive," and "Camshire Circle";
- C. Accepting all public easements, drainage improvements within public easements/public parcels, and Parcel "A" (0.65-acre Retention Pond) and Parcel "B" (1.13-acre Retention Pond), as depicted upon the Final Plat, for permanent County maintenance; the cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit);
- D. Accepting a surety of \$25,000 pledged from Fund 124/Cost Center 220406/Housing and Community Development, in lieu of an executed Two-Year Warranty with Surety; and
- E. Approving that no building permits shall be issued until the sewer is accepted and the Final Plat is recorded.

CAMSHIRE MEADOWS

A RE-PLAT OF A PORTION OF GULF BEACH MANOR SECTION 2
 SUBDIVISION & THE JOHN B. CAZENAVE GRANT BEING A PORTION OF
 SECTION 33, TOWNSHIP 2 SOUTH, RANGE 31 WEST, AND SECTION 4,
 TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
 MARCH 2011 - ZONED R-3

DEDICATION:
 KNOW ALL MEN BY THESE PRESENTS THAT PENSACOLA HABITAT FOR HUMANITY, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, OWNER OF THE LANDS DESCRIBED HEREIN AND PLATTED HEREBY AS CAMSHIRE MEADOWS, DOES HEREBY DEDICATE TO THE PUBLIC: ALL STREETS, ROADS, DRIVES, RIGHTS-OF-WAY, UTILITY EASEMENTS AND NON-ACCESS EASEMENTS, TOGETHER WITH PARCEL "A" WITH POND "A" AND PARCEL "B" WITH POND "B", HEREBY DEDICATE TO THE EMERALD COAST UTILITIES AUTHORITY: LIFT STATION, PARCEL "D" AND ANY SANITARY SEWER EASEMENTS, AND TO THE CAMSHIRE MEADOWS HOMEOWNERS' ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION: PLAYGROUND PARCEL "C", SIGN AND SIGN EASEMENT, AND THE CONSERVATION EASEMENT PARCEL "A", AND CONSERVATION EASEMENT PARCEL "B", BOTH SUBJECT TO THAT CERTAIN CONSERVATION EASEMENT IN FAVOR OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AS RECORDED IN OFFICIAL RECORDS BOOK 5465 AT PAGE 125 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; AND DOES HEREBY REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF SAID COUNTY.

OWNER/DEVELOPER
 PENSACOLA HABITAT FOR HUMANITY, INC.
 A FLORIDA NOT-FOR-PROFIT CORPORATION
 1060 N. GUILLEMARD STREET
 PENSACOLA, FLORIDA 32501
 (850) 434-5456
 CAROLYN P. APPELYARD, CHAIRMAN OF THE BOARD

ENGINEER
 JMA ENGINEERING SERVICES, INC.
 GERALD W. MCGUIRE, P.E.
 P.O. BOX 4348
 MILTON, FLORIDA 32572-4348
 (850) 995-7323
 FAX: (850) 995-7236

NOTARY PUBLIC:
 BEFORE THE SUBSCRIBER PERSONALLY APPEARED CAROLYN P. APPELYARD, CHAIRMAN OF THE BOARD OF PENSACOLA HABITAT FOR HUMANITY, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION GIVEN UNDER MY HAND AND OFFICIAL SEAL.

THIS 31 DAY OF March 2011
 Richard R. Baker
 SIGNATURE PRINT NAME

COMMISSION NO. DD 715574 MY COMMISSION EXPIRES Sept. 17, 2011
 NOTARY PUBLIC, STATE OF FLORIDA

CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT:
 I, ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE PLAT WITHIN COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177-011 THROUGH 177-151 OF THE 1998 ACTS OF THE FLORIDA LEGISLATURE) AND THE SAME WAS FILED FOR RECORD ON THE 7th DAY OF April, 2011, AND FILED IN PLAT BOOK 19 AT PAGE 15. OFFICIAL RECORDS OF ESCAMBIA COUNTY, FLORIDA

Ernie Lee Magaha
 CLERK OF THE CIRCUIT COURT

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS:
 I, ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE PLAT WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY AT THEIR MEETING HELD ON THE 11th DAY OF March, 2011 WAS APPROVED FOR FILING BY SAID BOARD, AND I, AS SAID CLERK OF THE CIRCUIT COURT, WAS INSTRUCTED TO SO CERTIFY HEREOF.

Ernie Lee Magaha
 CLERK OF THE CIRCUIT COURT

CERTIFICATE OF ATTORNEY:
 I, STEPHEN R. MOORHEAD, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON THE BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS AMENDED.

SIGNED THIS 1st DAY OF April, 2011.
 Attorney: Stephen R. Moorhead, Esquire

APPROVALS:
 T. LLOYD KERR, AICP
 DEVELOPMENT SERVICES BUREAU CHIEF
 JOY BLACKMON, P.E.
 PUBLIC WORKS BUREAU CHIEF

CERTIFICATE OF PLAT REVIEW:
 THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING, BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS 4th DAY OF APRIL, 2011.

R.S. Colocato
 R. S. COLOCATO, P.S.M., COUNTY SURVEYOR
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATION NUMBER 6049

ENGINEER'S CERTIFICATE:
 I, GERALD W. MCGUIRE HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR CAMSHIRE MEADOWS, AND THAT ALL CONSTRUCTED ROADS, WAYS, DRAINAGE AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL DEVELOPMENT REQUIREMENTS.

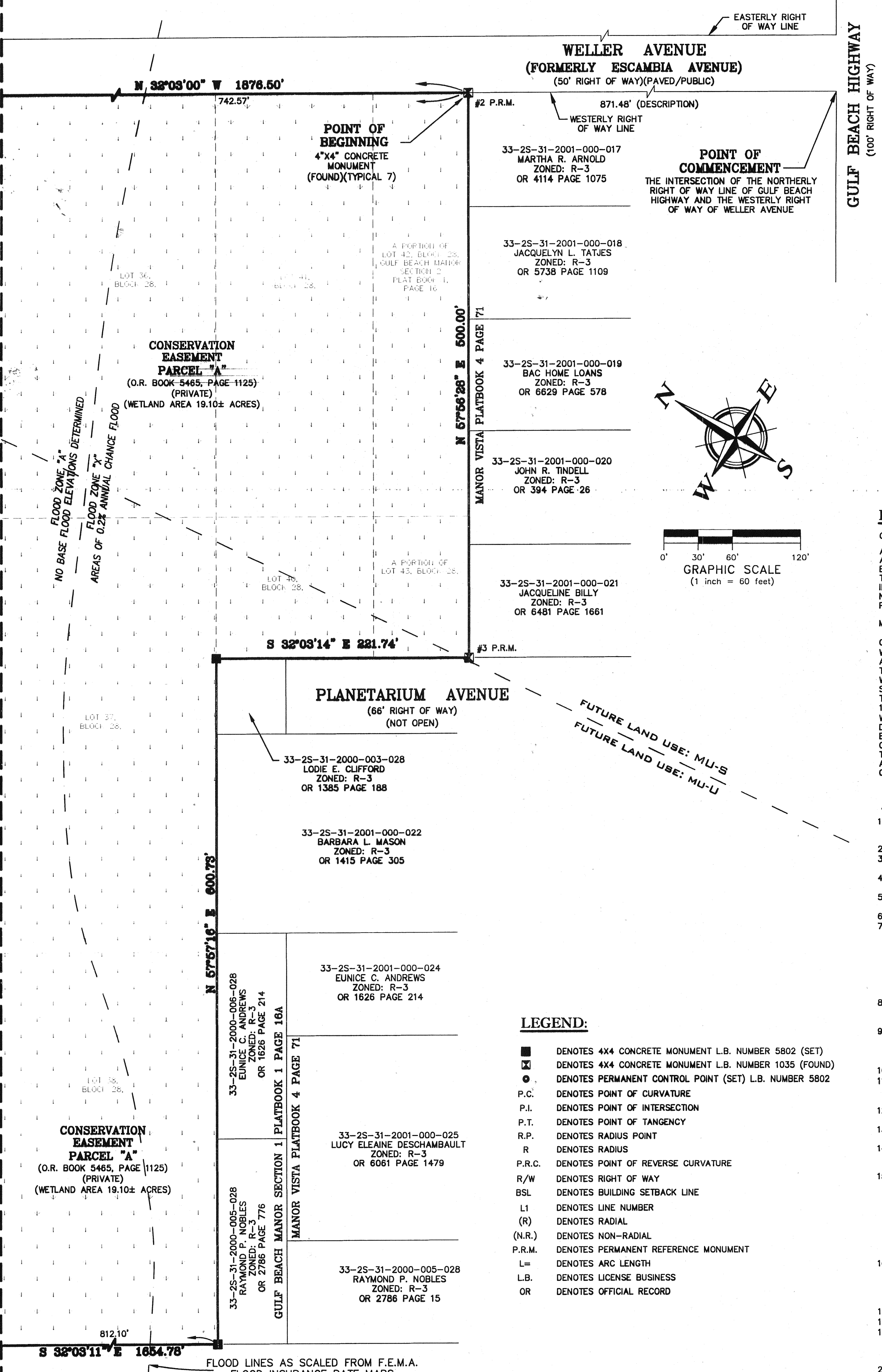
Gerald W. McGuire
 GERALD W. MCGUIRE, P.E.
 PROFESSIONAL ENGINEER
 FLORIDA ENGINEERING NUMBER 39572

SURVEYOR'S CERTIFICATE:
 I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.011 - 177.151, FLORIDA STATUTES; THAT THE BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTERS 5J-17.050, 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027, FLORIDA STATUTES; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN.

SIGNED THIS 31 DAY OF March 2011.
 Charles E. Martin
 CHARLES E. MARTIN P.L.S./P.S.M.
 PROFESSIONAL LAND SURVEYORS AND MAPPERS NUMBER 3463 CORP. NO. 5802
 8247 EAST BAY BOULEVARD UNIT "B" NAVARRA, FLORIDA 32556

MATCH LINE "A"

MATCH LINE "A"



OWNER/DEVELOPER
 PENSACOLA HABITAT FOR HUMANITY, INC.
 A FLORIDA NOT-FOR-PROFIT CORPORATION
 1060 N. GUILLEMARD STREET
 PENSACOLA, FLORIDA 32501
 (850) 434-5456
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GIS COORDINATE MAPPING TABLE
 (FLORIDA NORTH NAD 83)(ADJUSTED 1990)

DESCRIPTION	(FEET) NORTHING	(FEET) EASTING	(FEET) FACTORS	(FEET) ELEVATION	LATITUDE	LONGITUDE
PRM #1	511,872.0870	1,074,132.7790	0.99995509	---	30°22'36.8782"	87°20'11.4315"
PRM #2	510,175.9443	1,074,935.2189	0.99995480	---	30°22'20.2917"	87°20'01.7922"
PRM #3	509,961.9218	1,074,483.2273	0.99995477	---	30°22'18.0626"	87°20'06.8896"
ESC 4115	509,585.1717	1,067,167.3013	0.99995468	---	30°22'12.5262"	87°21'30.2702"
ESC 4116	520,053.4937	1,069,576.9422	0.99995535	---	30°22'50.7543"	87°21'03.8569"

DESCRIPTION:
 OVERALL PARCEL:
 A PARCEL OF LAND IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, CONTAINING 44.46 ACRES AND DESCRIBED AS FOLLOWS: LOT 3 TO 38, BOTH INCLUSIVE, LOT 41, AND THAT PORTION OF LOT 40, 42 AND 43, BLOCK 28, GULF BEACH MANOR ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 1 AT PAGE 16 OF THE PUBLIC RECORDS OF SAID COUNTY, LYING OUTSIDE OF SAID SUBDIVISION ACCORDING TO PLAT RECORDED IN PLAT BOOK 4 AT PAGE 71, LESS AND EXCEPT THEREFROM THAT PORTION OF LOT 40 LYING WESTERLY OF A NORTHERLY EXTENSION OF THE EAST LINE OF PLANETARIUM AVENUE, AS SAID PLANETARIUM AVENUE IS SHOWN ON THE PLAT OF MANOR VISTA SUBDIVISION RECORDED IN PLAT BOOK 4 AT PAGE 71 OF THE PUBLIC RECORDS OF SAID COUNTY.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF GULF BEACH HIGHWAY (100' R/W) AND THE WESTERLY RIGHT OF WAY OF WELLER AVENUE (50' R/W); THENCE GO NORTH 32 DEGREES 03 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY OF WELLER AVENUE A DISTANCE OF 871.48 FEET TO A CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 32 DEGREES 03 MINUTES 00 SECONDS WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 1876.50 FEET TO THE NORTHEAST CORNER OF LOT 6, BLOCK 28 OF GULF BEACH MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 1 AT PAGE 16 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY GO SOUTH 57 DEGREES 57 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 1100.80 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 28 OF SAID SUBDIVISION AND THE EAST RIGHT OF WAY OF WADE AVENUE (50' R/W); THENCE GO SOUTH 32 DEGREES 03 MINUTES 11 SECONDS EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 1654.78 FEET; THENCE DEPARTING SAID RIGHT OF WAY GO NORTH 57 DEGREES 57 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 600.73 FEET; THENCE GO SOUTH 32 DEGREES 03 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 221.74 FEET; THENCE GO NORTH 57 DEGREES 56 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 500.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL BEING IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 31 WEST AND SECTION 4, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 44.36 ACRES, MORE OR LESS.

GENERAL NOTES:

- SOUTHERN SURVEYING, INC., HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS OR ANY UNDERGROUND IMPROVEMENTS THAT MIGHT EXIST. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREOF.
- MEASUREMENTS ARE MADE TO U.S. STANDARDS.
- THE ACCURACY OF MEASUREMENTS PERFORMED MEETS THE RELATIVE ERROR OF CLOSURE PERMISSIBLE IN A SUBURBAN LAND AREA.
- NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- BEARINGS AS SHOWN HEREOF ARE REFERENCED TO THE WESTERLY RIGHT OF WAY OF WELLER AVENUE HAVING A BEARING OF NORTH 32 DEGREES 03 MINUTES 00 SECONDS WEST.
- ALL LOT LINES ARE NON-RADIAL TO STREET RIGHT OF WAY, UNLESS OTHERWISE NOTED RADIAL (R).
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF FLORIDA STATUTES 177.091 (28).
- THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL.
- THE PARCEL SHOWN HEREOF IS LOCATED IN FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AND FLOOD ZONE "A", NO BASE FLOOD ELEVATIONS DETERMINED, ACCORDING TO MAPS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, COMMUNITY-PANEL NUMBER 12090 0527 G, DATED SEPTEMBER 29, 2006 AND COMMUNITY-PANEL 120800 0364 G, DATED SEPTEMBER 29, 2006.
- THIS IS A BOUNDARY SURVEY.
- PERMANENT REFERENCE MONUMENTS #1, #2 AND #3 ARE REFERENCED TO THE ESCAMBIA COUNTY GLOBAL POSITIONING SYSTEM (G.P.S.) NETWORK AND IS IN COMPLIANCE WITH 3RD ORDER, CLASS 1 PROCEDURES WITH A MINIMUM ACCURACY REQUIREMENT OF 1:12,000.
- STATE PLANE COORDINATES SHOWN ON THIS PLAT ARE IN FEET AND BASED ON GRID DISTANCE. TO CONVERT FROM GRID TO GROUND DISTANCE DIVIDE GRID DISTANCES BY THE AVERAGE SCALE FACTORS FOR GROUND DISTANCES.
- THE VERTICAL CONTROL SHOWN HEREOF IS BASED ON NATIONAL GEODETIC SURVEY MARKER ESC 1 FLDNR, HAVING AN ESTABLISHED ELEVATION OF 19.85 FEET, MVD 88.
- ALL DRAINAGE EASEMENTS SHALL BE ACCESSIBLE AT ALL TIMES. NO FENCING OR STRUCTURES SHALL PROHIBIT OR RESTRICT THE FLOW OF STORMWATER. LOTS WILL NOT UTILIZE RETAINING WALLS OR OTHER METHODS OF FILL IN THAT WILL BLOCK OFFSITE DRAINAGE.
- SETBACKS: AREAS ZONED R-3
 FRONT: 20 FEET
 REAR: 15 FEET
 SIDE: 10% OF LOT WIDTH AT SETBACK LINE. (NO LESS THEN 5 FEET & NO MORE THEN 15 FEET)

LEGEND:

- DENOTES 4X4 CONCRETE MONUMENT L.B. NUMBER 5802 (SET)
- DENOTES 4X4 CONCRETE MONUMENT L.B. NUMBER 1035 (FOUND)
- DENOTES PERMANENT CONTROL POINT (SET) L.B. NUMBER 5802
- P.C. DENOTES POINT OF CURVATURE
- P.I. DENOTES POINT OF INTERSECTION
- P.T. DENOTES POINT OF TANGENCY
- R.P. DENOTES RADIUS POINT
- R DENOTES RADIUS
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- R/W DENOTES RIGHT OF WAY
- BSL DENOTES BUILDING SETBACK LINE
- L1 DENOTES LINE NUMBER
- (R) DENOTES RADIAL
- (N.R.) DENOTES NON-RADIAL
- P.R.M. DENOTES PERMANENT REFERENCE MONUMENT
- = DENOTES ARC LENGTH
- L.B. DENOTES LICENSE BUSINESS
- OR DENOTES OFFICIAL RECORD

LOTS 1-12, BLOCK A, 1-3, BLOCK B, 1-4 & 33-36, BLOCK C AND 7-15 BLOCK D HAVE A 10% ADMINISTRATIVE VARIANCE FOR THE FRONT SETBACK RESULTING IN AN 18' FRONT SETBACK.

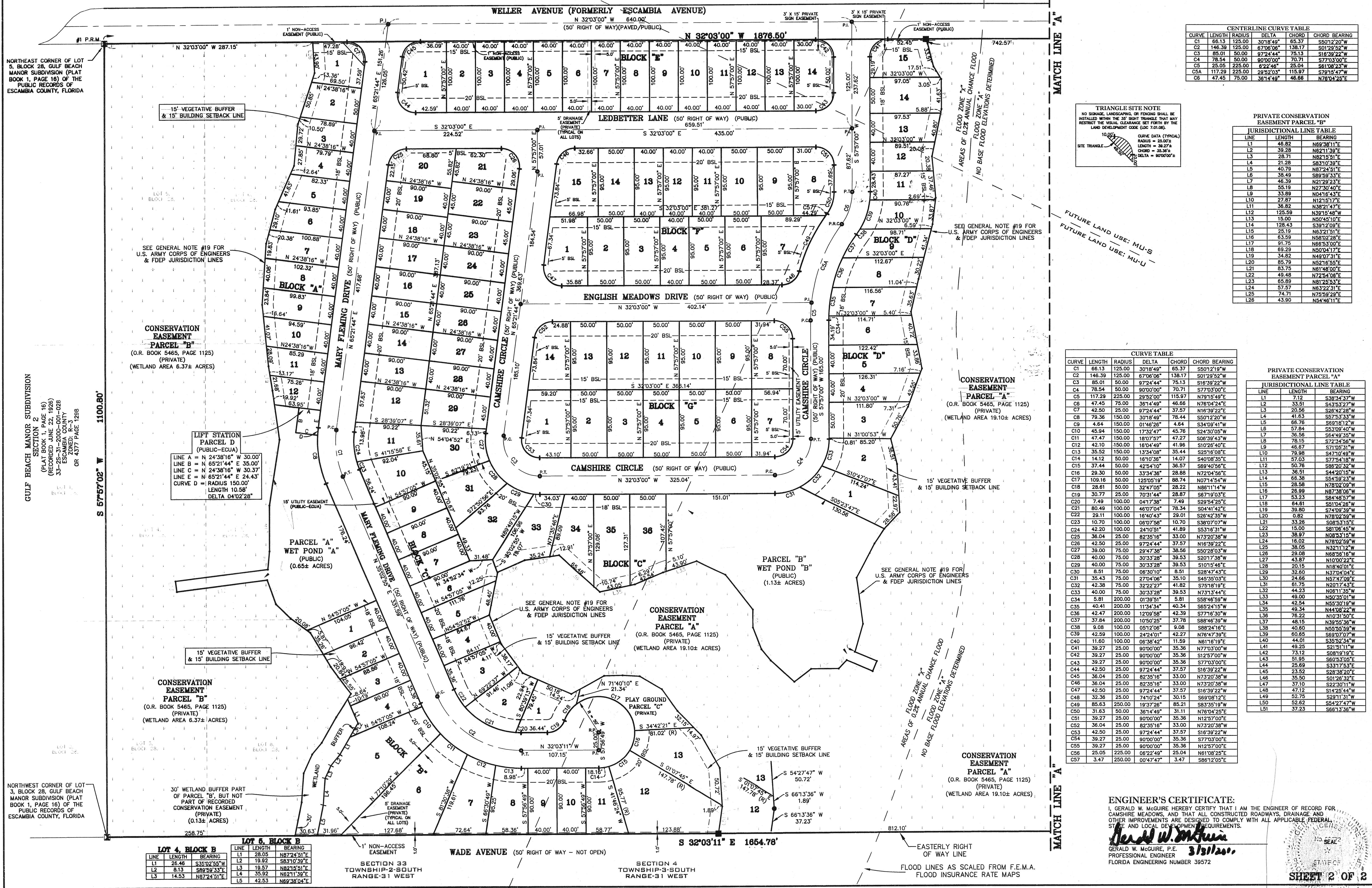
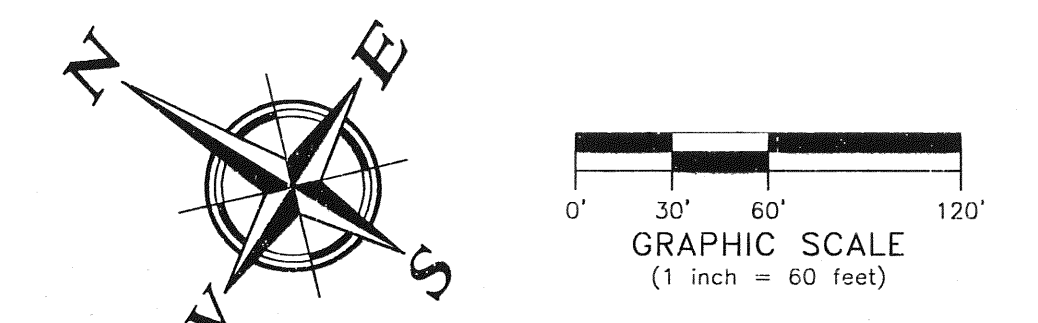
- U.S. ARMY CORPS OF ENGINEERS PERMIT STATES "WETLAND AREAS... WILL REMAIN IN THEIR NATURAL OR ENHANCED STATE IN PERPETUITY. THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION WILL BE THE GRANTEE OF THE EASEMENT. THIS NATURAL PRESERVE AREA WILL BE DISTURBED BY ANY DREDGING, FILLING, LAND CLEARING, AGRICULTURAL ACTIVITIES, PLANTING, OR OTHER CONSTRUCTION WORK. THE PERMITTEE AGREES THAT THE ONLY FUTURE UTILIZATION OF THE PRESERVED AREA IN QUESTION WILL BE AS A PURELY NATURAL AREA."
- NO SIDEWALKS ARE PROPOSED FOR THIS SUBDIVISION.
- A SUBDIVISION ENTRANCE SIGN IS PROPOSED FOR THIS SUBDIVISION.
- DEPARTMENT OF THE ARMY PERMIT NO. 200306902 (P-P) ISSUED BY THE UNITED STATES ARMY CORPS OF ENGINEERS AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PERMIT NO. 17-0220484-002-0F ISSUED PURSUANT TO THE REQUIREMENTS OF CHAPTER 403, FLORIDA STATUTES, AND CHAPTER 62-312, FLORIDA ADMINISTRATIVE CODE.
- VEGETATIVE BUFFERS ARE TO REMAIN IN ITS NATURAL STATE AND SHOULD NOT BE DISTURBED IN ANY MANNER.

FLOOD LINES AS SCALED FROM F.E.M.A. FLOOD INSURANCE RATE MAPS

CAMSHIRE MEADOWS

SOUTHERN SURVEYING, INC.
 LAND SURVEYORS LAND PLANNERS
 4247 EAST BAY BOULEVARD UNIT "B"
 NAVARRE, FLORIDA 32566
 PHONE: (850) 939-4299
 FAX: (850) 939-1980

A RE-PLAT OF A PORTION OF GULF BEACH MANOR SECTION 2
 SUBDIVISION & THE JOHN B. CAZENAVE GRANT BEING A PORTION OF
 SECTION 33, TOWNSHIP 2 SOUTH, RANGE 31 WEST, AND SECTION 4,
 TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
 MARCH 2011 - ZONED R-3



CENTERLINE CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	66.13	125.00	30°18'49"	65.37	S50°12'20"W
C2	146.39	125.00	67°06'06"	138.17	S01°29'52"W
C3	85.01	50.00	97°24'44"	75.13	S16°39'22"W
C4	78.54	50.00	90°00'00"	70.71	S77°03'00"E
C5	25.05	225.00	8°22'46"	25.04	S81°08'23"W
C6	47.45	75.00	36°14'49"	46.66	N78°04'26"E

TRIANGLE SITE NOTE
 NO SIGNAGE, LANDSCAPING, OR FENCING SHALL BE INSTALLED WITHIN THE 35' RIGHT TRIANGLE THAT MAY RESTRICT THE VISUAL CORRIDOR SET FORTH BY THE LAND DEVELOPMENT CODE (LDC 7-101.08).
 10.00% (TYPICAL) GRADE DATA (TYPICAL)
 RADIUS = 25.00'
 CHORD = 36.27'
 DELTA = 90°00'00"

PRIVATE CONSERVATION EASEMENT PARCEL "B" JURISDICTIONAL LINE TABLE

LINE	LENGTH	BEARING
L1	46.82	N89°28'11"E
L2	39.28	N82°11'39"E
L3	28.71	N82°15'51"E
L4	21.28	S83°10'39"E
L5	40.79	N87°24'51"E
L6	38.49	S82°50'33"E
L7	46.39	N21°29'23"E
L8	55.19	N27°30'40"E
L9	33.89	N04°16'43"E
L10	22.87	N121°51'7"E
L11	36.82	N38°21'7"E
L12	125.59	N39°15'48"W
L13	15.00	N50°45'10"E
L14	128.43	S38°29'09"E
L15	25.19	N83°11'11"E
L16	63.59	N58°02'28"E
L17	91.75	N68°53'00"E
L18	69.29	N50°04'17"E
L19	34.82	N83°11'11"E
L20	85.79	N52°16'55"E
L21	83.75	N81°48'00"E
L22	49.48	N72°54'08"E
L23	65.89	N82°53'33"E
L24	57.57	N83°21'21"E
L25	74.71	N75°58'28"E
L26	43.90	N54°46'11"E

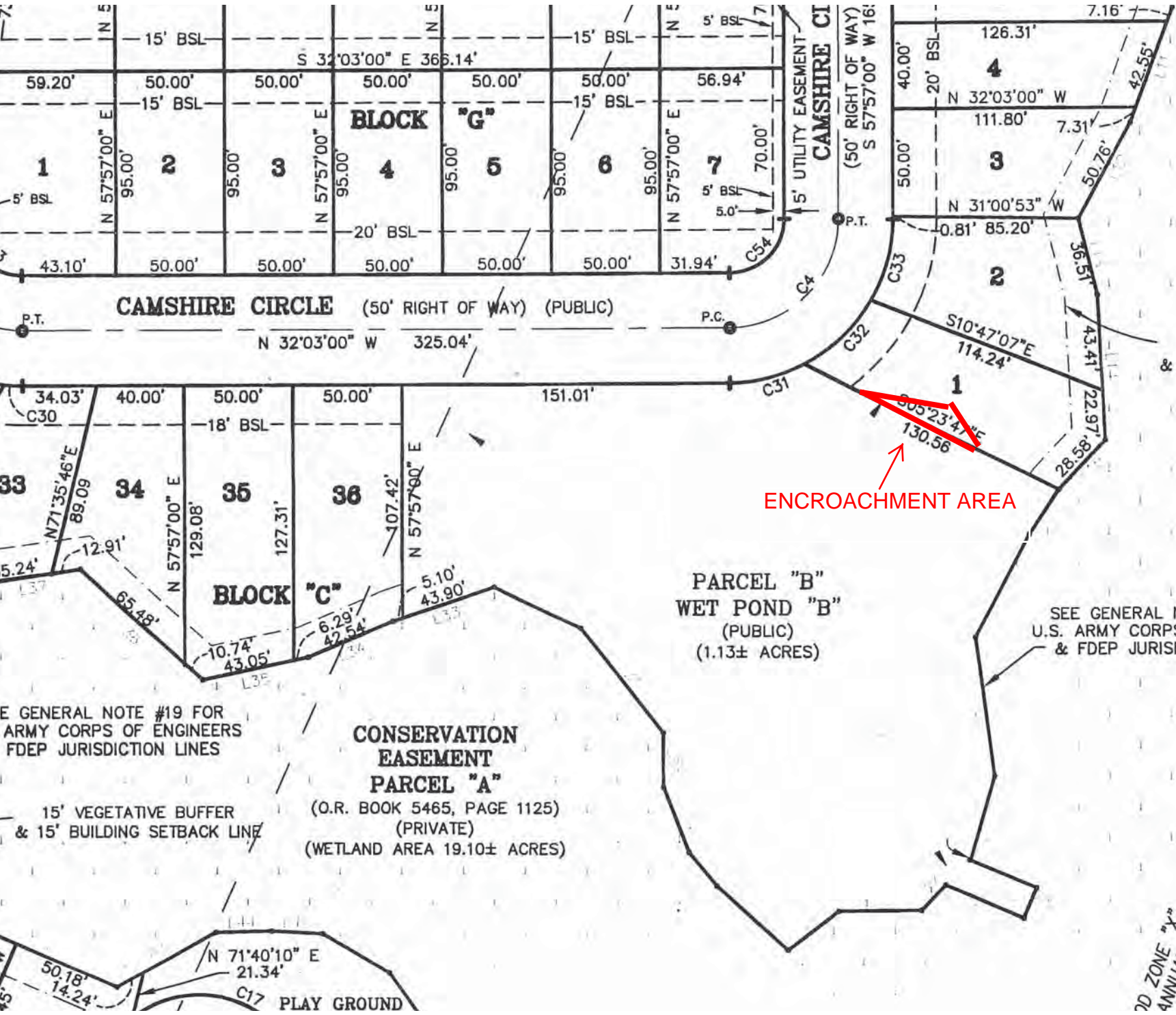
CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	66.13	125.00	30°18'49"	65.37	S50°12'20"W
C2	146.39	125.00	67°06'06"	138.17	S01°29'52"W
C3	85.01	50.00	97°24'44"	75.13	S16°39'22"W
C4	78.54	50.00	90°00'00"	70.71	S77°03'00"E
C5	117.29	225.00	29°52'00"	115.97	N79°15'49"E
C6	47.45	75.00	36°14'49"	46.66	N78°04'26"E
C7	42.50	25.00	97°24'44"	37.57	N16°39'22"E
C8	78.54	150.00	30°18'49"	78.44	S50°12'20"W
C9	4.64	150.00	01°46'26"	4.64	S34°09'41"W
C10	45.94	150.00	17°32'47"	45.76	S24°30'05"W
C11	47.47	150.00	18°07'57"	47.27	S06°39'43"W
C12	42.10	150.00	16°04'49"	41.96	S10°26'40"E
C13	35.52	150.00	13°34'08"	35.44	S28°18'09"E
C14	14.12	50.00	16°10'36"	14.07	S40°08'35"E
C15	37.44	50.00	42°54'10"	36.57	S69°40'56"E
C16	24.30	50.00	33°34'36"	23.88	N72°04'56"E
C17	109.18	50.00	125°05'19"	88.74	N07°14'54"W
C18	28.61	50.00	32°47'05"	28.22	N88°11'14"W
C19	30.77	25.00	70°31'44"	28.87	S67°19'03"E
C20	72.49	100.00	04°17'38"	72.49	S29°54'25"E
C21	80.49	100.00	46°07'49"	78.34	S04°14'22"E
C22	29.11	100.00	16°40'43"	29.01	S26°42'35"W
C23	10.70	100.00	06°07'58"	10.70	S38°07'07"W
C24	42.20	100.00	24°01'51"	41.89	S53°16'31"W
C25	36.04	25.00	82°35'16"	33.00	N73°20'38"W
C26	42.50	25.00	97°24'44"	37.57	N16°39'22"E
C27	38.00	75.00	29°47'38"	38.56	S50°28'03"W
C28	40.00	75.00	30°18'49"	39.53	S20°17'35"W
C29	40.00	75.00	30°18'49"	39.53	S10°15'46"E
C30	8.51	75.00	06°30'10"	8.51	S28°47'43"E
C31	35.43	75.00	27°04'06"	35.10	S45°35'03"E
C32	42.38	75.00	32°22'27"	41.82	S78°18'19"E
C33	40.00	75.00	30°33'28"	39.53	N73°13'44"E
C34	5.81	200.00	01°39'51"	5.81	S58°46'59"W
C35	40.41	200.00	11°34'34"	40.34	S20°17'35"W
C36	42.47	200.00	12°02'58"	42.39	S77°16'30"W
C37	37.84	200.00	10°50'25"	37.78	S88°46'39"W
C38	9.08	100.00	05°12'06"	9.08	S88°24'16"E
C39	42.59	100.00	24°24'01"	42.27	N76°47'39"E
C40	11.60	100.00	06°38'42"	11.59	N81°16'19"E
C41	39.27	25.00	90°00'00"	35.36	N77°03'00"W
C42	39.27	25.00	90°00'00"	35.36	S12°57'00"W
C43	39.27	25.00	90°00'00"	35.36	S77°03'00"E
C44	42.50	25.00	97°24'44"	37.57	S16°39'22"W
C45	36.04	25.00	82°35'16"	33.00	N73°20'38"W
C46	36.04	25.00	82°35'16"	33.00	N73°20'38"W
C47	42.50	25.00	97°24'44"	37.57	S16°39'22"W
C48	32.36	25.00	74°10'24"	30.15	S69°08'12"E
C49	85.33	225.00	19°37'26"	85.21	S83°31'59"W
C50	31.63	50.00	36°14'49"	31.11	N78°16'29"E
C51	39.27	25.00	90°00'00"	35.36	N12°57'00"E
C52	36.04	25.00	82°35'16"	33.00	N73°20'38"W
C53	42.50	25.00	97°24'44"	37.57	S16°39'22"W
C54	39.27	25.00	90°00'00"	35.36	S77°03'00"E
C55	39.27	25.00	90°00'00"	35.36	N12°57'00"E
C56	25.05	225.00	08°22'49"	25.04	N81°08'25"E
C57	3.47	250.00	00°47'47"	3.47	S86°12'09"E

PRIVATE CONSERVATION EASEMENT PARCEL "A" JURISDICTIONAL LINE TABLE

LINE	LENGTH	BEARING
L1	7.12	S38°34'37"W
L2	33.91	S43°53'27"W
L3	20.56	S28°42'28"W
L4	41.63	S57°53'33"W
L5	66.76	S69°18'12"W
L6	57.84	S53°09'40"W
L7	35.56	S44°49'35"W
L8	78.15	S72°34'55"W
L9	46.87	S71°05'31"W
L10	79.88	S47°10'49"W
L11	57.03	S72°04'16"W
L12	50.76	S86°20'32"W
L13	36.51	S44°20'15"W
L14	65.38	S54°59'23"W
L15	28.58	N78°02'09"W
L16	28.69	N87°09'09"W
L17	53.23	S84°48'57"W
L18	64.81	S51°04'26"W
L19	39.80	S47°09'39"W
L20	0.62	N78°02'09"W
L21	33.26	S08°53'15"E
L22	15.00	S81°06'45"W
L23	38.97	N08°53'15"W
L24	15.02	N78°02'09"W
L25	38.05	N32°11'12"W
L26	29.08	N68°56'16"W
L27	43.87	N10°00'22"E
L28	20.15	N18°40'01"E
L29	32.60	N37°04'04"E
L30	24.66	N57°47'09"E
L31	61.75	N20°17'43"E
L32	44.20	N08°11'35"W
L33	49.00	N87°09'09"W
L34	42.54	N55°30'19"W
L35	49.34	N44°08'22"W
L36	78.22	N10°31'50"E
L37	48.15	N39°25'35"E
L38	40.60	N55°55'59"W
L39	60.65	S69°07'07"W
L40	44.01	S35°52'34"W
L41	49.25	S21°51'11"W
L42	73.12	S09°19'19"E
L43	51.95	S60°53'05"E
L44	25.69	S33°17'53"E
L45	33.52	S28°38'20"E
L46	35.50	S22°30'11"W
L47	37.10	S22°30'11"W
L48	47.12	S14°25'44"W
L49	52.75	S29°11'31"W
L50	52.62	S42°27'47"W
L51	37.23	S66°13'36"W

ENGINEER'S CERTIFICATE:
 I, GERALD W. MCGUIRE, HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR CAMSHIRE MEADOWS, AND THAT ALL CONSTRUCTED ROADWAYS, DRAINAGE AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL DEVELOPMENT REQUIREMENTS.
 Gerald W. McGuire
 GERALD W. MCGUIRE, P.E.
 PROFESSIONAL ENGINEER
 FLORIDA ENGINEERING NUMBER 39572
 3/31/2011
 SHEET 2 OF 2



CONSERVATION EASEMENT PARCEL "A"
(O.R. BOOK 5465, PAGE (PRIVATE)
(WETLAND AREA $19.10 \pm$)

15' VEGETATIVE BUFFER & 15' BUILDING SETBACK LINE

ENCROACHMENT AREA

PARCEL "B"
WET POND "B"
(PUBLIC)
(1.13± ACRES)

SEE GENERAL NOTE #19 FOR U.S. ARMY CORPS OF ENGINEERS & FDEP JURISDICTION LINES

SEE GENERAL NOTE #19 FOR U.S. ARMY CORPS OF ENGINEERS & FDEP JURISDICTION LINES

CONSERVATION EASEMENT PARCEL "A"
(O.R. BOOK 5465, PAGE 1125)
(PRIVATE)
(WETLAND AREA $19.10 \pm$ ACRES)

15' VEGETATIVE BUFFER & 15' BUILDING SETBACK LINE

20 YEAR ANNUAL CHANCE FLOOD ZONE "A" VARIATIONS DETERMINED

C17 PLAY GROUND
 $N 71^{\circ}40'10'' E 21.34'$
 $50.18'$
 $14.24'$

PROPERTY ACQUISITION
PENSACOLA HABITAT FOR HUMMUNITY.



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 08/19/12 DISTRICT 3



Pensacola Habitat for Humanity Parcel



County Parcel



Acquisition Parcel



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3402

County Administrator's Report 11. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 11/01/2012

Issue: Escambia County Area Transit (ECAT) Proposed Service Route Modifications for Routes 59A and 59 Express

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia County Area Transit Proposed Service Route Modifications for Routes 59A and 59 Express - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the proposed schedule and service route modifications for Routes 59A and the 59 Express, to be effective November 11, 2012.

The service changes proposed at this time are an adjustment to existing routes to improve the service, increase the fare box recovery, and qualify more of the service between NAS, Corry Station, Downtown, and Cordova Mall for funding through the existing multi-year Florida Department of Transportation (FDOT) Service Development Grant.

[Funding: No additional cost to the County will result from this action. This Project is funded by a Service Development Joint Participation Agreement (JPA) and is included in the Fiscal Year 2013 budget]

Escambia County Area Transit (ECAT) staff met with Master Chief Dolan in June to discuss these routes and to request input from the NAS and Corry Station leadership. In addition, drivers and supervisors were asked for their suggestions and ideas for improving the routes. The preliminary routes were given a "test drive" by the bus operators, and adjustments were made to the running times. On October 11, 2012, a public meeting was held at Corry Station to announce the proposed changes, answer questions from the enlisted men and women, and to allow ECAT staff to make a connection with the Officers who are in charge of orientation and training for new recruits. Another Public Meeting was held October 17th, 2012, at the Escambia County Central Office Complex, across the street from ECAT, to explain the reasoning for the modifications and to solicit feedback from the ridership and the community.

BACKGROUND:

The service changes proposed at this time are an adjustment to existing routes to improve the service, increase the farebox recovery, and qualify more of the service between NAS, Corry Station, Downtown, and Cordova Mall for funding through the existing multi-year FDOT Service Development Grant.

In general, the changes include the following:

A. Revision of existing Express service between NAS Pensacola, Corry Station, Downtown, and Cordova Mall, to add more stops including the Downtown Transfer Center, the Rave Theatre / Ronald McDonald House, and Airport Boulevard near TGI Friday's. The adjustment of the time schedule will facilitate a direct connection to the Beach Jumper Route.

B. Revision of existing Express service between Naval Air Station (NAS) Pensacola, Corry Station, Downtown, and Pensacola International Airport. The 59A has been changed to provide early morning service to the airport and also now provides a direct connection to the ECAT transfer center on the return trip to NAS.

Escambia County Area Transit (ECAT) staff met with Master Chief Dolan in June to discuss these routes and to request input from the NAS and Corry Station leadership. In addition, drivers and supervisors were asked for their suggestions and ideas for improving the routes. The preliminary routes were given a "test drive" by the bus operators, and adjustments were made to the running times. On October 11, 2012, a public meeting was held at Corry Station to announce the proposed changes, answer questions from the enlisted men and women, and to allow ECAT staff to make a connection with the Officers who are in charge of orientation and training for new recruits. Another Public Meeting was held October 17th, 2012, at the Escambia County Central Office Complex, across the street from ECAT, to explain the reasoning for the modifications and to solicit feedback from the ridership and the community.

BUDGETARY IMPACT:

No additional cost to the County will result from this action. This Project is funded by a Service Development Joint Participation Agreement (JPA) and is included in the FY13 budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel will be required by ECAT.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

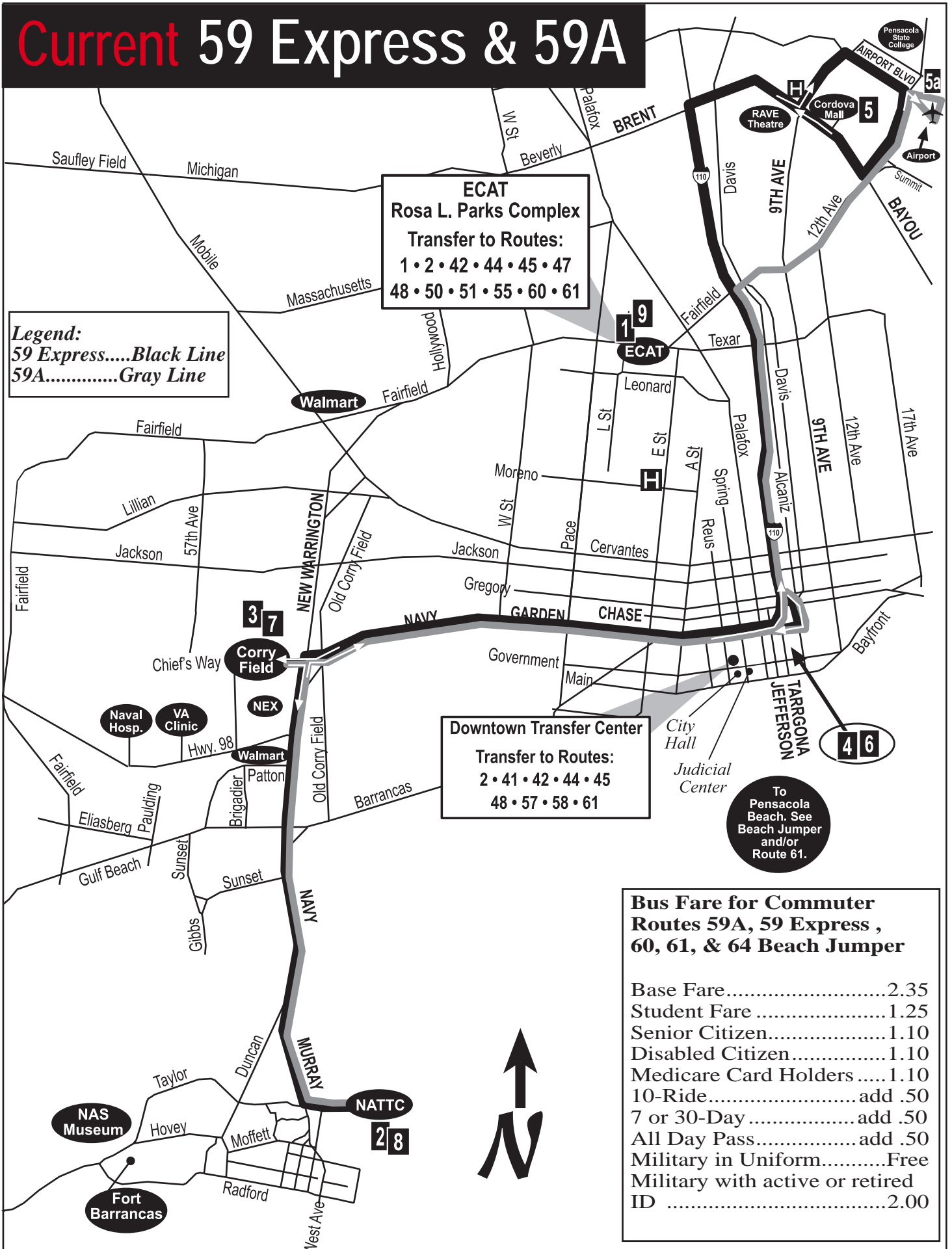
ECAT staff will ensure that all service is in compliance with the FTA and Florida Department of Transportation (FDOT) requirements. Any changes will be submitted to the Board prior to implementation. ECAT staff will continue to coordinate with FDOT staff to complete all implementation requirements of the JPA.

Current Routes

Proposed Routes

Meeting Notes

Current 59 Express & 59A



Current

59 Express & 59A

59 Express - Weekday, Saturday, & Sunday

South to NATTC

North to Downtown & Mall

South to Corry/NATTC

1	2	3	4	5	6	7	8	9
ECAT Transfer Center	NATTC	Corry Field Recreation & Bowling	Downtown at Jefferson & Garden St	Cordova Mall (Bayou Blvd. Sprint Store)	Downtown at Jefferson & Garden St	Corry Field Recreation & Bowling	NATTC	ECAT Transfer Center

WEEKDAY

The 59 Express only stops at locations listed.

2:00	2:25	2:40	3:00	3:15	3:30	3:50	4:05	-----
-----	4:05	4:20	4:40	4:55	5:10	5:30	5:45	-----
-----	-----	-----	5:40	5:55	6:10	6:30	6:45	-----
-----	5:45	6:00	6:20	6:35	6:50	7:10	7:25	-----
-----	6:45	7:00	7:20	7:35	7:50	8:10	8:25	-----
-----	7:25	7:40	8:00	8:15	8:30	8:50	9:05	9:25
-----	8:25	8:40	9:00	9:15	9:30	9:50	10:05	10:25

FRIDAY, SATURDAY, SUNDAY

The 59 Express only stops at locations listed.

10:40	11:05	11:20	11:40	11:55	12:10	12:30	12:45	-----
-----	12:45	1:00	1:20	1:35	1:50	2:10	2:25	-----
-----	2:25	2:40	3:00	3:15	3:30	3:50	4:05	-----
-----	4:05	4:20	4:40	4:55	5:10	5:30	5:45	-----
-----	-----	-----	5:40	5:55	6:10	6:30	6:45	-----
-----	5:45	6:00	6:20	6:35	6:50	7:10	7:25	-----
-----	6:45	7:00	7:20	7:35	7:50	8:10	8:25	-----
-----	7:25	7:40	8:00	8:15	8:30	8:50	9:05	9:25
-----	8:25	8:40	9:00	9:15	9:30	9:50	10:05	10:25
<i>Fri. & Sat. ONLY</i>	9:30	9:45	10:05	10:20	10:35	10:55	11:10	-----
<i>Fri. & Sat. ONLY</i>	11:10	11:25	11:45	12:00AM	12:15	12:35	12:50	01:10

59 A - Weekday & Saturday

1	2	3	4	5a	6	7	8	9
ECAT Transfer Center	NATTC	Corry Field Recreation & Bowling	Downtown at Jefferson & Garden St	Pensacola International Airport	Downtown at Jefferson & Garden St	Corry Field Recreation & Bowling	NATTC	ECAT Transfer Center

WEEKDAY & SATURDAY

The 59A only stops at locations listed.

3:00	3:30	3:45	4:00	4:15	4:30	4:45	5:00	-----
-----	5:00	5:15	5:35	5:45	6:05	6:20	6:30	-----
-----	6:30	6:45	7:00	7:15	7:30	7:45	8:00	-----
-----	8:00	8:15	8:35	8:45	9:05	9:20	9:30	9:55*
								<i>Mon, Tues, Wed & to 59 Express Fri. & Sat. ONLY</i>

ROUTE 59A & 59 EXPRESS CHANGES



More Stops & Additional Trips

Connections to Route 64 Beach Jumper- Jefferson Street @ Garden.

Route 59A now stops at the Downtown & ECAT Transfer Centers

Easy Access to the Maritime Park & Blue Wahoos Stadium from the Downtown Transfer Center

Some Additional Route Stops Include:

- Wal-Mart Center – Navy Blvd.
- Navy Federal Credit Union – Navy Blvd.
- Downtown Transfer Center
- Rave Movie Theater – Brent Lane
- Cordova Mall Stop – near Red Lobster
- TGI Friday's – Airport Blvd.

Better Connections to Airport Flight Departures

Weekday

Proposed Route 59A

South to NATTC

North to Downtown & Airport

South to ECAT/ NATTC

1	2	3	4	5	6	7	8	9
ECAT Transfer Center	NATTC	Corry Field Recreation & Bowling	Downtown Transfer Center	Jefferson St. @ Garden St.	Pensacola International Airport	ECAT Transfer Center	NATTC	ECAT Transfer Center

WEEKDAY

4:40 AM	5:05	5:15	5:25	5:30	5:44	5:55	6:15	-----
-----	6:20	6:35	6:45	6:50	7:04	7:15	7:35	-----
-----	7:35	7:50	8:00	8:05	8:19	8:30	8:50	-----
-----	8:50	9:05	9:15	9:20	9:34	9:45	10:05	-----
-----	10:05	10:20	10:30	10:35	10:49	11:00	11:20	-----
-----	11:20	11:30	-----	-----	-----	11:50	-----	11:50
2:35 PM	3:00	3:15	3:25	3:30	3:44	4:00	4:20	-----
-----	4:25	4:40	to	59	Express	-----	-----	-----

Proposed Route 59A

Effective
November 11th 2012

Bus Fare for Commuter Routes 59A, 59 Express, 60, 61, & 64 Beach Jumper

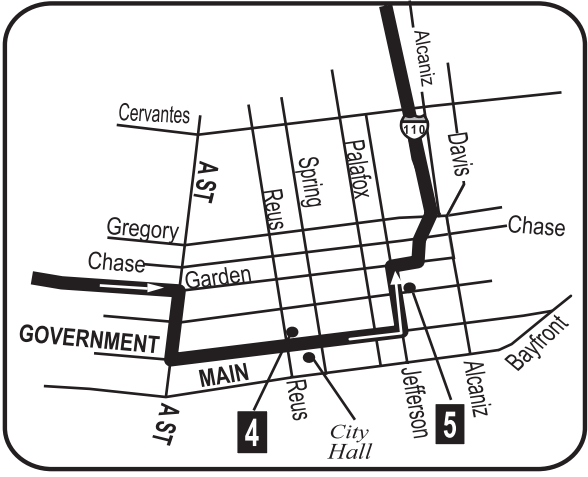
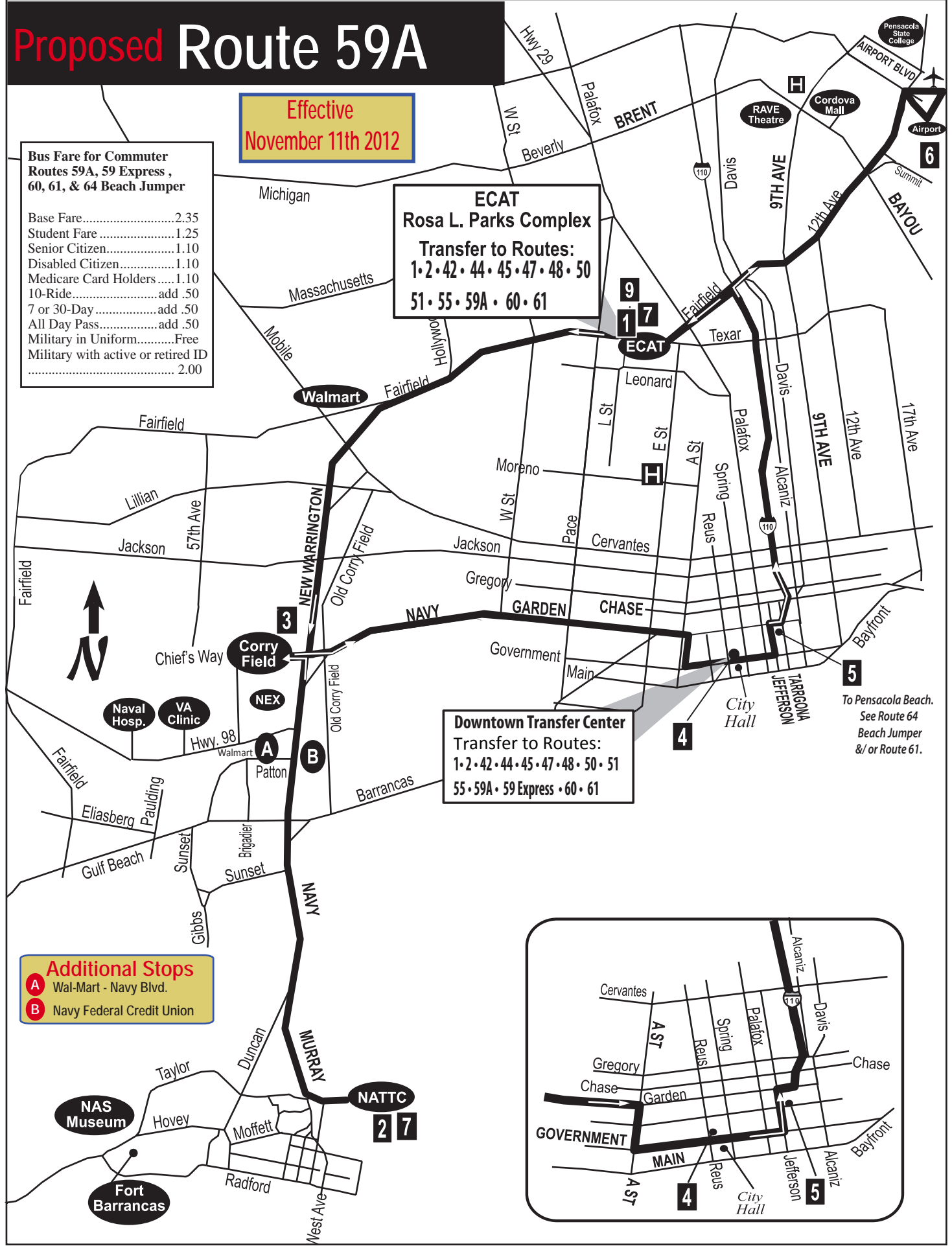
Base Fare.....	2.35
Student Fare.....	1.25
Senior Citizen.....	1.10
Disabled Citizen.....	1.10
Medicare Card Holders.....	1.10
10-Ride.....	add .50
7 or 30-Day.....	add .50
All Day Pass.....	add .50
Military in Uniform.....	Free
Military with active or retired ID.....	2.00

**ECAT
Rosa L. Parks Complex**
Transfer to Routes:
1 • 2 • 42 • 44 • 45 • 47 • 48 • 50
51 • 55 • 59A • 60 • 61

Downtown Transfer Center
Transfer to Routes:
1 • 2 • 42 • 44 • 45 • 47 • 48 • 50 • 51
55 • 59A • 59 Express • 60 • 61

To Pensacola Beach.
See Route 64
Beach Jumper
&/ or Route 61.

Additional Stops
A Wal-Mart - Navy Blvd.
B Navy Federal Credit Union



Proposed 59 Express

Effective
November 11th 2012

Bus Fare for Commuter Routes 59A, 59 Express, 60, 61, & 64 Beach Jumper

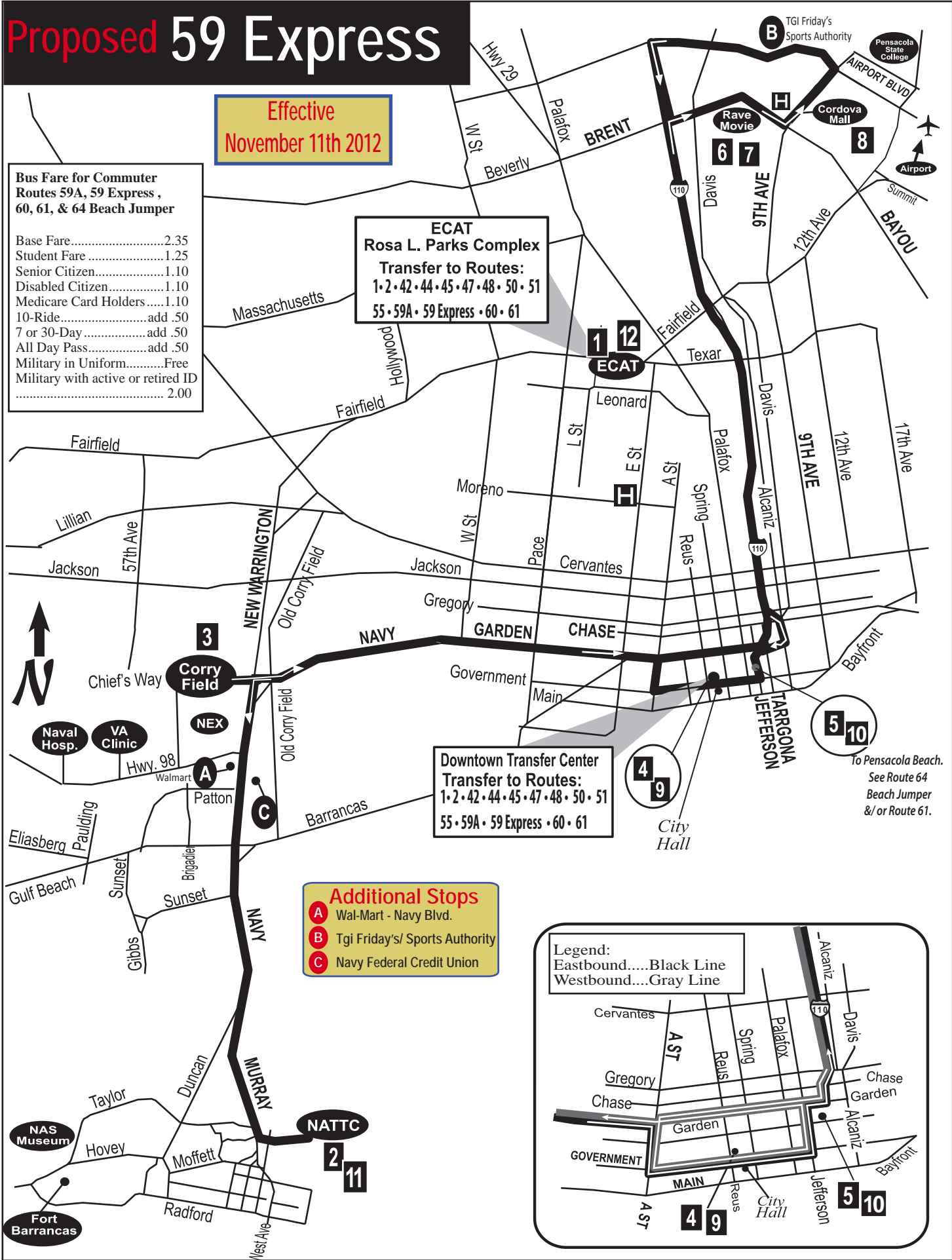
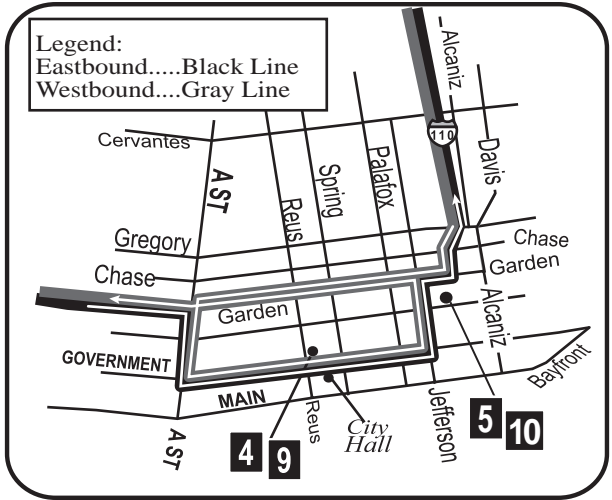
Base Fare.....	2.35
Student Fare.....	1.25
Senior Citizen.....	1.10
Disabled Citizen.....	1.10
Medicare Card Holders.....	1.10
10-Ride.....	add .50
7 or 30-Day.....	add .50
All Day Pass.....	add .50
Military in Uniform.....	Free
Military with active or retired ID.....	2.00

ECAT Rosa L. Parks Complex
Transfer to Routes:
1 • 2 • 42 • 44 • 45 • 47 • 48 • 50 • 51
55 • 59A • 59 Express • 60 • 61

Downtown Transfer Center
Transfer to Routes:
1 • 2 • 42 • 44 • 45 • 47 • 48 • 50 • 51
55 • 59A • 59 Express • 60 • 61

Additional Stops

- A** Wal-Mart - Navy Blvd.
- B** Tgi Friday's/ Sports Authority
- C** Navy Federal Credit Union



Route 59A & 59 Express UNIT CORRY STATION October 11th Meeting Summary Notes

- Like new stop at Rave Movie Theater
- Need to have route information at the bus stop (Bayou Blvd.) regarding 59A & 59 Express
- Previously waited two hours because she did not know when the next bus will run
- Concerns of transition from downtown to the Beach to reduce the wait.
- Pete Hunt- talked about MWR and a coupon book with a combination bus route and Wahoos baseball schedule
- Are the late routes fitting your schedule, do they meet curfew time? Do they need to be possibly later?
 - Curfew 9m Monday – Friday for Phase I
 - Curfew 11PM for Phase I Saturday
- Does ECAT plan to have APP for smart phones
- Is there a way to see the ECAT routes on the cell phone
- Suggestions to switch the Corry Bowling Alley Shelter stop because the barracks are closer to the gate.
- It would be better to move the entire shelter closer to the barracks.
- Route 58 stops at the Corry Bowling Alley and Route 57 stops at the Corry Gate
-
- Don't carry a lot of cash, but uses credit cards a lot. Is there a 10 Ride Pass to purchase on the buses
- Inquired if bus could stop at Seville Quarter- Chief acknowledged that the bus travels two blocks from the Seville but stated personnel may choose to travel there voluntary, which is two blocks off the route.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3374

County Administrator's Report 11. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/01/2012

Issue: Acceptance of Property Located in Mirabelle Phase 3 Subdivision from JBL Properties, Ltd.

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of Property Located in Mirabelle Phase 3 Subdivision, from JBL Properties, Ltd. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of property located in Mirabelle Phase 3 Subdivision, from JBL Properties, Ltd., for stormwater retention purposes:

- A. Authorize staff to negotiate and resolve any matters related to, or associated with, the acceptance of property, approximately 2.111 acres, from JBL Properties, Ltd., and to gather information and conduct inspections as needed to allow the Board's acceptance of the real property;
- B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for stormwater drainage purposes, and the County benefits from the acceptance of this property because it facilitates a properly functioning drainage system, which enhances the safety and well-being of the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize staff to prepare and the Chairman or Vice Chairman to accept the Deed as of the day of delivery of the Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

Mirabelle Phase 3 is a platted, fifty-lot subdivision located east of North Davis Highway and west of Ellyson Industrial Park, which was developed by JBL Properties, Ltd., and recorded in Plat Book 15, at Page 60, of the Public Records of Escambia County, Florida. Meeting in regular session on March 26, 1996, the County accepted the roads and stormwater drainage improvements and agreed to accept a deed to the retention pond for permanent County maintenance. County staff has been maintaining the roads and stormwater drainage, including

the retention pond, since the Board's acceptance. A recent search of the Public Records indicated that a properly executed Deed for the retention pond parcel was never recorded and the portion of the retention pond in Phase 3 is still in the name of JBL Properties, Ltd. JBL Properties, Ltd., has requested that the County accept a Quit Claim Deed for the retention pond, as shown on the Plat of Mirabelle Phase 3 Subdivision. Staff has prepared, and JBL Properties, Ltd., has executed a Quit Claim Deed for the retention pond parcel (approximately 2.111 acres) located in the Mirabelle Phase 3 Subdivision.

BACKGROUND:

Mirabelle Phase 3 is a platted, fifty-lot subdivision located east of North Davis Highway and west of Ellyson Industrial Park, which was developed by JBL Properties, Ltd., and recorded in Plat Book 15 at Page 60 of the public records of Escambia County, Florida. Meeting in regular session on March 26, 1996, the County accepted the roads and stormwater drainage improvements and agreed to accept a deed to the retention pond for permanent County maintenance. County staff have been maintaining the roads and stormwater drainage, including the retention pond, since the Board's acceptance. A recent search of the public records indicated that a properly executed deed for the retention pond parcel was never recorded and the portion of the retention pond in Phase 3 is still in the name of JBL Properties, Ltd. JBL has requested that the County accept a Quit Claim Deed for the retention pond, as shown on the plat of Mirabelle Phase 3 Subdivision. Staff have prepared, and JBL Properties, Ltd., has executed a Quit Claim Deed for the retention pond parcel (approximately 2.111 acres) located in the Mirabelle Phase 3 Subdivision.

County staff have reviewed this request and have no objection to the County's acceptance of this property, since we are maintaining it as part of a functioning stormwater drainage system. Board approval is required to authorize Staff to proceed with the acquisition, and for the Board's acceptance of the donated property.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Quit Claim Deed was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on October 3, 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 proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Quit Claim Deed

Board Action

Plat Book 15 Page 60

Aerial Map

This document was prepared by:
Larry Goodwin
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

STATE OF FLORIDA
COUNTY OF ESCAMBIA

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 19th day of April, 2012, between JBL PROPERTIES, LTD., an Alabama limited partnership, whose address is 3800 Airport Boulevard, Mobile, Alabama 36608 (Grantor) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH, 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, receipt of which is acknowledged, quitclaims to Grantee, and its successors and assigns forever, all of Grantor's right, title, and interest in the following described land in Escambia County, Florida:

SEE ATTACHED EXHIBIT "A"

THIS QUITCLAIM DEED is being executed and recorded to confirm the conveyance of the property by that certain unrecorded Warranty Deed from JBL Properties, LTD., to the Board of Commissioners of Escambia County, Florida, dated February 27, 1996, the original of which was lost and a copy of which is attached as Exhibit "B".

Signed in the presence of :

JBL PROPERTIES, LTD., an Alabama limited partnership

Witness [Signature]
Print Name L. Ellis Lord
Witness [Signature]
Print Name PAMELA B. RATHER

By: JSBA, INC., an Alabama corporation
General Partner
By: [Signature]
Jay V. Weber, President

STATE OF ALABAMA
COUNTY OF MOBILE

The foregoing instrument was acknowledged before me this 19th day of April, 2012, by Jay W. Weber, President of JSBA, INC, an Alabama corporation as General Partner of JBL PROPERTIES, LTD, an Alabama limited partnership, on behalf of said corporation and partnership. He () is personally known to me, or () has produced current _____ as identification.

(Notary Seal)



Virginia D. Bloch
Signature of Notary Public

Virginia D. Bloch
Printed Name of Notary Public

ACCEPTANCE

This Quitclaim Deed accepted by Escambia County, Florida on the _____ day of _____, 2011, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, ~~2011~~. 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

~~Kevin W. White~~, Chairman
Wilson B. Robertson

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date Oct. 3, 2012

6.
Legal Description for Quit Claim
Deed from JBL Properties, LTD

EXHIBIT "A"

BEGIN AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 16, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 86 DEGREES 24 MINUTES 34 SECONDS WEST ALONG THE SOUTH LINE OF THE AFORESAID GOVERNMENT LOT 2 A DISTANCE OF 168.65 FEET TO A POINT OF CUSP; THENCE GO NORTHEASTERLY ALONG A CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 73.79 FEET, AN ARC DISTANCE OF 117.11 FEET (CHORD = 105.20 FEET, CHORD BEARING = NORTH 48 DEGREES 07 MINUTES 26 SECONDS EAST) TO THE POINT OF TANGENCY; THENCE GO NORTH 02 DEGREES 39 MINUTES 26 SECONDS EAST A DISTANCE 805.13 FEET TO A POINT OF CURVATURE; THENCE GO ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 87.32 FEET, AN ARC DISTANCE OF 111.75 FEET (CHORD = 104.28 FEET, CHORD BEARING = NORTH 34 DEGREES 00 MINUTES 19 SECONDS WEST) TO THE POINT OF CUSP ON THE SOUTHERLY LINE OF WENTWORTH SUBDIVISION (UNRECORDED); THENCE GO SOUTH 70 DEGREES 40 MINUTES 04 SECONDS EAST ALONG THE AFORESAID SOUTHERLY LINE OF WENTWORTH SUBDIVISION A DISTANCE OF 168.87 FEET TO THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 2; THENCE GO SOUTH 03 DEGREES 01 MINUTES 26 SECONDS WEST ALONG THE EAST LINE OF GOVERNMENT LOT 2 A DISTANCE OF 916.87 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 16, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 2.111 ACRES.

Parcel Reference Number: 16-1S-30-2350-001-101

EXHIBIT "B"

This Document Prepared By:
W. CHRISTOPHER HART
Clark, Farrington, Hart, Larry,
Bond, Stackhouse & Stone
Post Office Box 13010
Pensacola, Florida 32591-3010

Parcel ID Number: _____
Grantee's TIN: _____

WARRANTY DEED (Statutory Form-Section 689.02, F.S.)

This Indenture, Made this 27th day of February, 1996,
between JBL PROPERTIES, LTD., an Alabama limited partnership, whose post office
address is Post Office Box 161006, Mobile, AL 36616, Grantor, and the BOARD OF
COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, whose post office address is _____
of the county of
Escambia, State of Florida, Grantee.

WITNESSETH, That said Grantor, for and in consideration of the sum of Ten and
00/100 (\$10.00) Dollars, and other good and valuable considerations to said
Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged,
has granted, bargained and sold to said Grantee, and Grantee's heirs and assigns
forever, the following described land, situate, lying and being in Escambia
County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to zoning and other requirements imposed by governmental authorities;
restrictions and matters appearing on the plat, if there is a recorded plat, or
otherwise common to the subdivision, if the property is located within a
subdivision; valid easements and mineral reservations of record affecting the
property, if any, which are not hereby released; and taxes for the current and
subsequent years.

Grantor does hereby fully warrant the title to said land, and will defend the
same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and
year first above written.

Signed, sealed and delivered
in our presence:

JBL PROPERTIES, LTD., an Alabama
limited partnership

Joyce A. Williams
Joyce A. Williams
(Type/print name of witness)
Anna L. Powell
Anna L. Powell
(Type/print name of witness)

By: JSBA, INC., an Alabama
corporation, General Partner
By: Anna L. Powell
Anna L. Powell
Senior Vice President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of
February, 1996, by Anna L. Powell, Senior Vice President of JSBA, Inc., an
Alabama corporation as General Partner of JBL Properties, Ltd., an Alabama
limited partnership, on behalf of said corporation and partnership. She is
personally known to me.

Joyce A. Williams
(Print/Type Name)
NOTARY PUBLIC
Commission number: _____
My Commission expires: _____

(NOTARIAL SEAL)



JOYCE A. WILLIAMS
NOTARY PUBLIC-STATE OF FLORIDA
COMMISSION EXPIRES APRIL 14, 1999
COMMISSION NO. CE 448230

Exhibit "A"

BEGIN AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 16, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 86 DEGREES 24 MINUTES 34 SECONDS WEST ALONG THE SOUTH LINE OF THE AFORESAID GOVERNMENT LOT 2 A DISTANCE OF 168.65 FEET TO A POINT OF CUSP; THENCE GO NORTHEASTERLY ALONG A CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 73.79 FEET, AN ARC DISTANCE OF 117.11 FEET (CHORD = 105.20 FEET, CHORD BEARING = NORTH 48 DEGREES 07 MINUTES 26 SECONDS EAST) TO THE POINT OF TANGENCY; THENCE GO NORTH 02 DEGREES 39 MINUTES 26 SECONDS EAST A DISTANCE OF 805.13 FEET TO A POINT OF CURVATURE; THENCE GO ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 87.32 FEET, AN ARC DISTANCE OF 111.75 FEET (CHORD = 104.28 FEET, CHORD BEARING = NORTH 34 DEGREES 00 MINUTES 19 SECONDS WEST) TO THE POINT OF CUSP ON THE SOUTHERLY LINE OF WENTWORTH SUBDIVISION (UNRECORDED); THENCE GO SOUTH 70 DEGREES 40 MINUTES 04 SECONDS EAST ALONG THE AFORESAID SOUTHERLY LINE OF WENTWORTH SUBDIVISION A DISTANCE OF 168.87 FEET TO THE INTERSECTION OF THE EAST LINE OF GOVERNMENT LOT 2; THENCE GO SOUTH 03 DEGREES 01 MINUTES 26 SECONDS WEST ALONG THE EAST LINE OF GOVERNMENT LOT 2 A DISTANCE OF 916.87 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 16, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 2.111 ACRES.

\$ 27,630

(APPROVED 4-0; COMMISSIONER BASS HAD TEMPORARILY LEFT BOARD CHAMBERS.) P. 35

[Document #: 1996000661 Book/Page: 0184/0072]

THE BOARD TOOK THE FOLLOWING ACTION CONCERNING AWARD OF BID FOR JANITORIAL SUPPLIES, PD 95-96.31:

- A. AWARDED ANNUAL REQUIREMENTS CONTRACTS BY CATEGORY AND/OR ITEM-BY-ITEM BASIS FOR JANITORIAL SUPPLIES PER TABULATION SHEET TO THE FOLLOWING LOWEST RESPONSIVE AND RESPONSIBLE VENDORS (VARIOUS INDEX CODES):
PAPER PRODUCTS INC.; GULF COAST PAPER CO.; DEES PAPER COMPANY; ENVIRONMENTAL BIOTECH; BOBBIE GRAVES CO.; IMAGE SUPPLY CO.; P.R. SUPPLY COMPANY; SUPREME PAPER COMPANY; UNISOURCE, INC.;
- B. AUTHORIZED THE CHAIRMAN TO EXECUTE THE CONTRACT DOCUMENTS; AND
- C. AUTHORIZED THE OFFICE OF PURCHASING TO ISSUE THE APPROPRIATE PURCHASE ORDERS WHEN REQUISITIONED BY COUNTY DEPARTMENTS, AS THE INSTRUMENTS OF PAYMENT, WITH NET (THIRTY) 30 PAYMENT TERMS AGAINST MONTHLY INVOICES SUBMITTED BY THE VENDORS.

(APPROVED 4-0; COMMISSIONER BASS HAD TEMPORARILY LEFT BOARD CHAMBERS.) P. 34

[Document #: 1996000662 Book/Page: 0184/0072]

THE BOARD TOOK THE FOLLOWING ACTION REGARDING THE AMOS CIRCLE DRAINAGE PROJECT (A PRIVATE ROAD RUNNING EAST OFF OF FLOYD STREET, A COUNTY-MAINTAINED ROAD IN THE LAKE FRANCIS AREA OFF OF PINE FOREST ROAD):

- A. ACCEPTED, FOR RECORDING, THE DRAINAGE EASEMENT FROM ROGER C. WHITE AND GALE S. WHITE;
- B. ACCEPTED, FOR RECORDING, THE HOLD/HARMLESS AGREEMENT FROM RUDOLPH M. PATRICK AND KUM CHA PATRICK; AND
- C. ACCEPTED, FOR RECORDING, AN ACCESS EASEMENT FROM THOMAS H. DAVIS AND SUE L. DAVIS.

(APPROVED 4-0; COMMISSIONER BASS HAD TEMPORARILY LEFT BOARD CHAMBERS.) P. 35

[Document #: 1996000663 Book/Page: 0184/0073]

FOR INFORMATION: THE BOARD DISCUSSED, AND HELD UNTIL LATER IN THE MEETING FOR AN ANSWER TO BE PROVIDED BY MS. CINDY W. ANDERSON, P.E., DIRECTOR OF PUBLIC WORKS, AT THE REQUEST OF ANNA POWELL, GENERAL MANAGER OF JBL PROPERTIES, LTD., REGARDING WHETHER OR NOT THE DEED TO THE ENTIRE POND OR JUST THE ADDITION TO THE POND WAS BEING ACCEPTED, STAFF'S RECOMMENDATION TO TAKE THE FOLLOWING ACTION RELATIVE TO MIRABELLE SUBDIVISION, PHASE 3, OWNER/DEVELOPER: JBL PROPERTIES LTD. (A FIFTY-LOT DEVELOPMENT LOCATED WITHIN THE OVERALL MIRABELLE PROJECT ON THE EAST SIDE OF NORTH DAVIS HIGHWAY):

- A. ACCEPT A DEED TO THE RETENTION POND ADDITION; AND
- B. ACCEPT THE ROAD PAVING AND DRAINAGE IMPROVEMENTS FOR PERMANENT COUNTY MAINTENANCE, WHICH INCLUDES THE RETENTION POND ADDITION FOR PHASES 3 THROUGH 5.

(ACTION TAKEN LATER IN THE MEETING; SEE PAGE 41 OF THE RESUME.) P. 36

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[Document #: 1996000682 Book/Page: 0184/0078]

THE BOARD APPROVED STAFF'S RECOMMENDATION AND TOOK THE FOLLOWING ACTION RELATIVE TO MIRABELLE SUBDIVISION, PHASE 3, (OWNER/DEVELOPER: JBL PROPERTIES LTD.) (A FIFTY-LOT DEVELOPMENT LOCATED WITHIN THE OVERALL MIRABELLE PROJECT ON THE EAST SIDE OF NORTH DAVIS HIGHWAY):

- A. ACCEPTED A DEED TO THE RETENTION POND ADDITION; AND
- B. ACCEPTED THE ROAD PAVING AND DRAINAGE IMPROVEMENTS FOR PERMANENT COUNTY MAINTENANCE, WHICH INCLUDES THE RETENTION POND ADDITION FOR PHASES 3 THROUGH 5. (APPROVED 5-0; DISCUSSION HELD EARLIER IN THE MEETING; SEE PAGE 36 OF THE RESUME.) P. 41

FOR INFORMATION: THE BOARD WAS ADVISED BY MS. CINDY W. ANDERSON, P.E., DIRECTOR OF PUBLIC WORKS, THAT THE BOARD WAS ACCEPTING THE DEED FOR THE ADDITION OF THE RETENTION POND, AND NOT A DEED FOR THE FIRST PORTION OF THE RETENTION POND; HOWEVER, AT THE REQUEST OF COMMISSIONER JUNIOR, BACKUP WOULD BE PROVIDED AT THE TUESDAY, APRIL 2, 1996, REGULAR BOARD MEETING IF THE FIRST PORTION OF THE RETENTION POND HAD NOT BEEN PREVIOUSLY ACCEPTED BY THE BOARD.

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[Document #: 1996000683 Book/Page: 0184/0078]

THE BOARD TOOK THE FOLLOWING ACTION CONCERNING THE CONTRACT FOR WORTHLESS CHECK DIVERSION SERVICES BETWEEN THE STATE ATTORNEY'S OFFICE AND ESCAMBIA COUNTY FOR THE DEPARTMENT OF COMMUNITY SERVICES/DIVISION OF COMMUNITY CORRECTIONS OFFICE TO PROVIDE SERVICES FOR THE WORTHLESS CHECK DIVERSION PROGRAM (A FEE-BASED REVENUE GENERATING SERVICE):

- A. APPROVED THE CONTRACT FOR WORTHLESS CHECK DIVERSION SERVICES (ENDING ON JUNE 30, 1997); AND
- B. ADOPTED THE RESOLUTION AUTHORIZING THE ASSESSMENT OF ADMINISTRATIVE FEES TO COVER THE COSTS OF SERVICES PROVIDED THROUGH WORTHLESS CHECK DIVERSION PROGRAMS. (APPROVED 5-0) P. 40

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[Document #: 1996000684 Book/Page: 0184/0079]

THE BOARD APPROVED APPROPRIATING UP TO \$100,000 OF ONE CENT LOCAL OPTION SALES TAX (LOST) PROCEEDS TO ASSIST WITH THE HIGHWAY 29/"W" STREET ALIGNMENT, ON PUBLIC PROPERTY ONLY, INTO THE PENSACOLA SOCCER COMPLEX. (APPROVED 5-0)

FOR INFORMATION: THE BOARD RECEIVED AN INFORMATION REPORT DATED MARCH 20, 1996, FROM COUNTY ADMINISTRATOR EVANS, CONCERNING ALLOCATION OF PROPOSED TRANSITION/ECONOMIC DEVELOPMENT FUNDS FOR THE HIGHWAY 29/"W" STREET ALIGNMENT INTO THE PENSACOLA SOCCER COMPLEX, WHICH DETAILS STAFF'S INTENT TO PREPARE A LETTER TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), REGARDING THE FDOT AND THE PRIVATE DEVELOPER WORKING TOGETHER TOWARDS THE SAME GOAL. P. 41

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[Document #: 1996000685 Book/Page: 0184/0081]

DROPPED: THE BOARD DROPPED, FOR ADDITIONAL RE-WRITING, THE RECOMMENDATION FROM CAROL POLLOCK, EXECUTIVE DIRECTOR, THE PENSACOLA CIVIC CENTER, TO WAIVE THE BID REQUIREMENTS OF THE PURCHASING ORDINANCE AND AUTHORIZE THE COUNTY ADMINISTRATOR TO AWARD CONTRACTS

MIRABELLE SUBDIVISION RETENTION POND



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 10/03/12 DISTRICT 4

 JBL Parcel

 County Parcel



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3399

County Administrator's Report 11. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/01/2012

Issue: Agreement between Escambia County and the Santa Rosa Island Authority to Transfer Improvement Funds for Landscaping

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement between Escambia County and the Santa Rosa Island Authority to Transfer Improvement Funds for Landscaping - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman to sign the Agreement between Escambia County, Florida, and the Santa Rosa Island Authority (SRIA), relating to the transfer of Improvement Funds to the County, up to \$500,000, for the County to bid and execute the Contract with the successful bidder for landscaping and palm tree planting. The County will oversee the landscaping and palm tree planting and will make decisions and determinations regarding procurements, vegetation type, vegetation placement, engineering, and other similar activities related to the project.

BACKGROUND:

Agreement between Escambia County and the Santa Rosa Island Authority (SRIA), relating to the transfer of Improvement Funds to the County, up to \$500,000.00, for the County to bid for the landscaping and palm tree planting and execute the contract with the successful bidder. The County will oversee the landscaping and palm tree planting and make decisions and determinations regarding procurements, vegetation type, vegetation placement, engineering and other similar activities related to the project.

BUDGETARY IMPACT:

The above referenced \$500,000.00 can be drawn by the County from the SRIA in such increments and at such times as the County deems prudent by giving the SRIA 15 business days written notice. Upon receipt of the notice, the SRIA shall transfer the requested funds, up to \$500,000.00, within 10 business days of the notice.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was approved as to form and legal sufficiency by Alison Rogers, County Attorney, on October 18, 2012.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Agreement

**Agreement Between Escambia County, Florida
And
The Santa Rosa Island Authority**

This Agreement (the “Agreement”), is entered into this 10th day of October 2012, by and between the Escambia County, Florida, a political subdivision of the State of Florida (the “County”) with administrative offices at 221 Palafox Place, Pensacola, FL 32502, and the Santa Rosa Island Authority, created and existing under the laws of the State of Florida (hereafter referred to as the “SRIA”) with administrative offices at 1 Via de Luna, Pensacola Beach, FL 32562–1208 (each at times referred to as a “Party” or “Parties”).

Witnesseth:

WHEREAS There is established a category of island improvement funds under Section IV of the Development Lease Agreement between the SRIA and Gary Work as Trustee of the Pensacola Beach Land Trust recorded in Book 4180 at Page 1985 of the public records of Escambia County, Florida and dated June 1, 1997 (“Lease”). The island improvement funds are to be utilized, among other things, for capital improvements and operation expenses to maintain capital improvements for underground utilities, landscaping and reclaimed water for Via de Luna from the core area of Pensacola Beach to the leased property under the Lease (“Improvement Funds”).

WHEREAS The Lease was amended to expand the uses of the Improvement Funds to include landscaping, transportation, tourism development, and island lifestyle enhancement throughout Santa Rosa Island and original use in the Lease by that First Amendment to Development Lease Agreement recorded in Book 6711 at Page 96 of the public records of Escambia County and dated April 13, 2011 (“Amended Lease”).

WHEREAS The SRIA and Gary Work as Trustee of the Pensacola Beach Land Trust entered into that certain Second Interim Agreement (Landscaping and Palm Tree Planting) on April 14, 2011 for the landscaping of certain portions of the core area of Pensacola Beach along Via de Luna to the eastern property line of the leased property known as Portofino, from the foot of the south side of the Bob Sikes Bridge along Pensacola Beach Boulevard to the core area of Pensacola Beach, and from Fort Pickens Gate Park along Fort Pickens Road to the core area of Pensacola Beach, which landscaping includes without limitation the planting of palm trees (“Landscaping and Palm Tree Planting”) using no more than six hundred thousand (\$600,000.00) dollars from Improvement Funds for the Landscaping and Palm Tree Planting.

WHEREAS The County, at the County’s expense and through the County’s engineering firm, has prepared the bid specifications for the Landscaping and Palm Tree Planting.

WHEREAS The SRIA has agreed to pay the County up to five hundred thousand (\$500,000.00) dollars from Improvement Funds for the County to bid for the Landscaping and Palm Tree Planting and execute the contract with the successful bidder for the Landscaping and Palm Tree Planting through completion of the contract with the successful bidder.

Now, Therefore, In consideration of the mutual terms and conditions, promises, and covenants of this Agreement, the County and the SRIA agree as follows:

1. **Recitals.** The recitals contained in the Preamble of this Agreement are accepted as true and are incorporated with this Agreement.

2. **Authority.** This Agreement is entered into pursuant to Section 163.01, Florida Statutes and all other applicable provisions of law, as amended and supplemented from time to time.

3. **The Parties agree to the following:**

- A. The SRIA agrees to pay the County up to five hundred thousand (\$500,000.00) dollars from Improvement Funds for the County to bid for the Landscaping and Palm Tree Planting and execute the contract with the successful bidder for the Landscaping and Palm Tree Planting through completion of the contract with the successful bidder.
- B. The above referenced five hundred thousand (\$500,000.00) dollars can be drawn by the County from the SRIA in such increments and at such times as the County deems prudent by giving the SRIA fifteen (15) business days written notice (“Notice”). Upon receipt of the Notice, the SRIA shall transfer the requested funds up to five hundred thousand (\$500,000.00) dollars within ten (10) business days of the Notice.
- C. The County shall oversee the Landscaping and Palm Tree Planting Project and County decisions regarding procurements, vegetation type, vegetation placement, engineering or other like decisions shall not be subject to veto or alteration by the SRIA Board, SRIA staff or any other private or interested party.

4. **Duration.** This Agreement shall remain in effect until the completion of the Landscaping and Palm Tree Planting contract with the successful bidder.

5. **Termination.** This Agreement may be terminated for the convenience of any Party after sixty (60) days written notice is given to the other Party. The Parties shall fulfill their outstanding obligations under this Agreement prior to the expiration of the 60-day period. Any unused funds or funds not otherwise committed under this Agreement received by the County from the SRIA pursuant to Section 3 herein shall be returned to the SRIA with thirty (30) days of the termination of this Agreement.

6. **Effective Date.** This Agreement shall become effective when filed in the Office of the Clerk of the Court of Escambia County, Florida.

7. **Liability.** The Parties hereto, the respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of any other Party. The County and the SRIA agree to be fully responsible for the negligent acts or omissions of their respective elected or appointed officials, employees, contractors, agents, successor and/or assigns, which result in claims, or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by such acts or omissions. No Party shall at any time shall 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 the Parties 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 financial records, audits, reports, plans, correspondence, and other documents

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 provisions of Chapter 119, Florida Statutes, the other Party may without prejudice to any right or remedy and after giving that Party seven days written notice (“Notice Period”), during which Notice Period the Party fails to allow access to such records, terminate this Agreement.

9. **All Prior Agreements Superseded.**

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions of the Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity of the Agreement.

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 of the Agreement.

11. **Survival.** All of the 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 and construed in accordance with the laws of the State of Florida.

13. **Interpretation.**

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either Party by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions of the Agreement.

14. **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 of this Agreement. Any invalid or unenforceable portion or provision of this Agreement shall be deemed severed from this Agreement and the balance the Agreement shall be construed and enforced as if the Agreement did not contain any such invalid or unenforceable portion or provision.

15. **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.

16. **No Waiver.** The failure of a Party to insist upon the strict performance of the terms and conditions the Agreement shall not constitute, nor be construed as, a waiver or relinquishment of any other provision of either Party's right to thereafter enforce the same in accordance with this Agreement.

17. **Notices.** All notices required are made pursuant to this Agreement by either Party to the other Party shall be in writing and delivered by hand or by United States Postal Service Certified U.S. Mail, postage prepaid, return receipt requested, addressed to the following:

To The County

Charles R. "Randy" Oliver
County Administrator
221 Palafox Place, Room 420
Post Office Box 1591
Pensacola, FL 32597

To The SRIA

W.A. "Buck" Lee
Executive Director
1 Via de Luna
Post Office Drawer 1208
Pensacola Beach, FL 32562

Either Party may change its above-noted address by giving written notice to the other Party in accordance with the requirements of this section.

In Witness Whereof, the Parties hereto have made and executed this Agreement on the respective dates under each signature. The County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by action of the Board of County Commissioners on this _____ day of _____ 2012, and the SRIA, by and through its Chairman, duly authorized to execute same by the Board of the SRIA on the 10 day of October, 2012.

Escambia County Florida, a political subdivision
of the State of Florida, acting by and through its
duly authorized Board of County Commissioners

By: _____
Wilson B. Robertson, Chairman

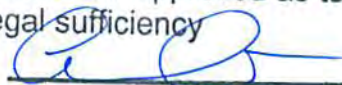
Date: _____

Attest: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

This document approved as to form
and legal sufficiency

By: 
Title: County Attorney
Date: 10/18/12

Santa Rosa Island Authority:

By: 
Dave Pavlock, Chairman

Attest:



Thomas Campanella
Secretary/Treasurer



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3388

County Administrator's Report 11. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/01/2012

Issue: HOME Program Interlocal Agreements with the City of Pensacola and Santa Rosa County

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the 2012-2013 Home Investments Partnerships Act (HOME) Program Interlocal Agreements with the City of Pensacola and Santa Rosa County - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning implementation of the 2012 Home Investments Partnership Act (HOME) Program Grant (#M-12-DC-12-0225):

A. Approve the HOME Program Interlocal Agreement with the City of Pensacola, providing for the utilization of \$205,158 in 2012 HOME funds, to support approved Substantial Housing Rehabilitation/Reconstruction assistance and related project management activities within the City of Pensacola, with an effective date of November 1, 2012;

B. Approve the HOME Program Interlocal Agreement with Santa Rosa County, providing for the utilization of \$150,368 in 2012 HOME funds, to support approved homebuyer assistance and related project management activities within Santa Rosa County, with an effective date of November 1, 2012; and

C. Authorize the Chairman or Vice Chairman to execute the Interlocal Agreements and all documents required to implement HOME project activities.

[Funding: Fund 147/HOME, Cost Center 220449]

BACKGROUND:

The Board approved submission of the Escambia Consortium 2012 Consolidated Plan for Housing and Community Development on August 9, 2012, including CDBG, HOME and ESG grant activities to be undertaken by the Consortium members (Escambia County, City of Pensacola and Santa Rosa County), and authorized the Chairman to execute documents necessary to receive and implement the 2012 CDBG, HOME and ESG Programs.

The Plan, as approved by all participating jurisdictions and advertised for public information, incorporated the planned utilization of 2012 HOME funds (Exhibit I). With approval of the Plan by the U.S. Department of Housing and Urban Development (HUD), the funds will be available for use on or about November 1, 2012. In order to prepare for implementation of the 2012 HOME

Program activities, Agreements must be entered with the City of Pensacola (Exhibit II) and Santa Rosa County (Exhibit III) to provide for the utilization of the 2012 HOME allocations.

For background, the HOME Program was initiated in 1991 as a key element of the National Affordable Housing Act. The Program is designed to assist with production and preservation of affordable rental and owner occupied housing opportunities. The Board and City of Pensacola entered an Interlocal Consortium for purposes of receipt of the HOME funds in 1993 and Santa Rosa County joined the Consortium in 1994.

BUDGETARY IMPACT:

The total 2012 HOME Consortium funding is comprised of the \$1,020,957 HOME allocation. The HOME funds are to be utilized as follows:

Jurisdiction	Activity	Total Program Funding
Escambia	Substantial Rehab/Reconstruction (Homeowner)	\$410,192
Pensacola	Substantial Rehab/Reconstruction (Homeowner)	\$205,158
Santa Rosa	Down Payment/Closing Cost Assistance	\$150,368
CHDO Set-Aside	Affordable Rental Unit Development	\$153,144
All Jurisdictions	Administration (10% maximum)	\$102,095
	TOTALS	\$1,020,957

The 2012 HOME funds are currently included in the County's Fiscal Year 2013 budget in Fund 147. No County general revenue funds are required for the HOME Program.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreements were reviewed and approved by Kristin Hual, Assistant County Attorney. The Agreements have also been reviewed by the City Attorney's Office and the Santa Rosa County Attorney's Office.

PERSONNEL:

All project level activities will be managed by Neighborhood Enterprise Foundation, Inc., City of Pensacola Housing Office staff, and Santa Rosa County with the support of the Finance Division and the City of Pensacola's Finance Office for respective financial matters. Such services are provided for in the HOME Grant administrative costs per contract. No additional County personnel or personnel reclassifications are associated with the Program or its implementation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal Interlocal Agreements are required for participating jurisdictions and such Agreements must be approved by the Board.

IMPLEMENTATION/COORDINATION:

The City of Pensacola and Santa Rosa County were involved in the preparation of the Consolidated Plan and HOME activities contained therein and are aware of the award of the HOME Grant and impending Board acceptance thereof.

Attachments

Ex I-Ann Plan Summary

Ex II-Pensacola Interlocal

Ex III-Santa Rosa Interlocal

**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**
=====

**INTERLOCAL AGREEMENT
FOR HOME INVESTMENT PARTNERSHIPS ACT PROGRAM**

THIS AGREEMENT is made and entered into this 1st day of **November, 2012**, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("**ESCAMBIA COUNTY**"), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the **CITY OF PENSACOLA**, a municipality chartered in the State of Florida ("**PENSACOLA**"), whose address is P.O. Box 12910, Pensacola, Florida 32521 for the purpose of receiving and administering activities under the provisions located at 24 CFR, Part 92 which regulate funding provided through the federal HOME Investment Partnerships Program (the "HOME" Program", the "Program") and which regulate the terms under which the City of Pensacola shall provide HOME Program eligible services and assistance to eligible families residing within the City of Pensacola.

WITNESSETH:

WHEREAS, Escambia County and the City of Pensacola have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, both jurisdictions are authorized by Florida Statutes Section 163.01 et. seq. to enter into interlocal agreements and agreements with State agencies, and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter consortia for purposes of receiving funds and administering activities allowed under the HOME Investment Partnerships Program Regulations found at 24 CFR Part 92, hereinafter referred to as "HOME"; and

WHEREAS, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in May 2011, Escambia County and the City of Pensacola have determined that the provision of Substantial Housing Rehabilitation/Reconstruction assistance authorized at 24 CFR Part 92.205, 92.250, 92.251, and 92.252 is a high priority need in the City of Pensacola; and

WHEREAS, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME financed activities to the City of Pensacola, where the Pensacola Housing Office shall administer the City of Pensacola's participation in the HOME Program.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and the City of Pensacola agree as follows:

SECTION 1. Purpose of the Agreement.

This Agreement provides the Mayor of the City of Pensacola the authority and concurrent responsibility required to implement Substantial Housing Rehabilitation activities in the City of Pensacola ("HOME Activities"), as provided for in the **2012** Escambia Consortium HOME Program Description approved by the U.S. Department of Housing and Urban Development ("HUD"), and attached hereto as **EXHIBIT I** of this agreement and incorporated herein by reference. The City of Pensacola shall have direct responsibility for assuring full and complete compliance with all regulatory, statutory, and administrative requirements associated with the HOME Activities undertaken in the City of Pensacola according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME regulations (24 CFR Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

SECTION 2. Coordination.

The City of Pensacola agrees to cooperate fully with Escambia County and Neighborhood Enterprise Foundation, Inc. ("NEFI"), Escambia County's designated agent for housing and community development, in all actions related to the HOME Program and related HOME Activities. With regard to HOME fiscal matters, the City of Pensacola and its Housing Office, in cooperation with NEFI, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of HOME-funded expenditures.

SECTION 3. HOME Program Policies, Procedures and Requirements.

The City of Pensacola, the Pensacola Housing Office, Escambia County, and NEFI shall cooperate in the development of the policies, procedures and actions required to implement the HOME Substantial Rehabilitation and/or Tenant Based Rental Assistance activities in the City of Pensacola, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME activity and administrative funds. The City of Pensacola shall ensure that the HOME Activities provided through the HOME funding referenced herein are administered in accordance with the governing regulations found at 24 CFR Part 92, which have been provided to the City as evidenced by the acknowledgement included in **EXHIBIT II** of this Agreement and incorporated herein by reference. The City of Pensacola and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to assure the provision of HOME Activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

SECTION 4. Funding.

a) Pensacola HOME Activities:

The maximum **2012** HOME Program funding available to provide assistance to documented eligible, low/moderate income clients through HOME Activities in the City of Pensacola, Florida, shall be **\$205,158.00**. Said funds are allocated between approved and eligible HOME Activities denoted as follows:

Substantial Rehabilitation/Reconstruction of Homeowner Occupied Substandard Housing	\$205,158.00
Total	<u>\$205,158.00</u>

EXHIBITS I and II further detail the requirements associated with the project categories cited above, and regulations referenced therein shall at all times govern the expenditure of funds referenced in this Agreement. HOME Activities funds shall be utilized within these designated categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and the City of Pensacola.

b) Pensacola HOME Activities Payment Processing:

Escambia County, through coordination with NEFI, shall issue HOME related payments from the Escambia Consortium HOME Trust Fund for Pensacola HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Pensacola HOME Activities and HOME client eligibility. Payments shall be either made directly to the approved vendor by Escambia County or to the City of Pensacola to reimburse costs that are advanced by the City of Pensacola, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division. The City of Pensacola Housing Office shall be

programmatically and fiscally responsible for the accuracy, completeness and proper documentation of Pensacola HOME Activities, the eligibility of clients assisted in the City of Pensacola, and all related payments; and further, the City of Pensacola shall be responsible for the repayment of any disallowed costs related to the Pensacola HOME Activities.

c) Pensacola HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME allocation, excluding administrative funds. Based upon the Pensacola HOME Activities funding cited in Section 4(a) above, the City of Pensacola's HOME Activities require a minimum local match of **\$0** in non-federal funds. The City of Pensacola's local match shall be provided through the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program as fiscally administered by Escambia County. Said matching funds shall be expended to: (1) provide a maximum of \$50,000 in SHIP match for mutually designated Substantial Housing Rehabilitation units completed by the City under the terms and conditions of this agreement, and/or (2) provide affordable housing for families with incomes at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD and shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be maintained by Escambia County through consultation with the City of Pensacola. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of affordable housing activities within the City of Pensacola, Florida.

d) HOME Administrative Payments:

In addition to HOME Program Activities funds, the City of Pensacola shall be entitled to payment for HOME Program related administrative services in an amount not to exceed **\$24,453.00**, payable solely from funds currently available under the **2012 Escambia Consortium HOME Grant M-12-DC-12-0225**. Prior to requesting administrative funds from Escambia County, the City of Pensacola shall provide a detailed breakdown of the administrative services to be provided. Upon receipt of said budget detail by the Office of the Escambia County Administrator or Escambia County's designated agent, NEFI, administrative funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to the City of Pensacola in twelve (12) equal monthly installments beginning with the month following the effective date of this Agreement. The City of Pensacola shall be responsible for ensuring documentation of proper expenditure of such administrative funds.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2012 Escambia Consortium HOME Grant M-12-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence, Escambia County and the City of Pensacola shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for HOME Activities and related HOME administrative expenditures under this Agreement, and shall disburse payments in accordance with the terms and conditions of this Agreement.

SECTION 5. Administrative Authority.

Upon written authorization of the County Administrator, the City of Pensacola, or the Pensacola Housing Office, may be authorized to prepare and execute documents and requests required to enter (set-up) and revise City projects in the HUD Integrated Disbursement and Information System (IDIS). However, neither the City of Pensacola nor the Pensacola Housing Office shall be authorized to draw down HOME Program funds from the Escambia Consortium Letter of Credit. Draw down of HOME funding from the Escambia Consortium Letter of Credit shall be undertaken solely by personnel authorized by Escambia County to perform such functions.

SECTION 6. Program Records.

The City of Pensacola assumes responsibility for maintaining all records and documentation related to and supportive of the Pensacola HOME Activities associated with this Agreement. Further, such records and necessary HOME Activities information shall be readily available to Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. The City of Pensacola shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of five (5) years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. The City of Pensacola shall cooperate with Escambia County to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

SECTION 7. Liability.

Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. The City of Pensacola shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities assistance provided hereunder including but not limited to compliance with HOME Program Regulations; client intake and eligibility documentation; legal matters involving HOME Activities contracts; forms; certifications; specifications; bidding processes; and other actions in connection with proper implementation of HOME Activities according to **EXHIBITS I and II** hereto.

SECTION 8. Notices.

All notices to be made hereunder shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested or by deposit with Federal Express or other nationally recognized overnight courier service, postage pre-paid and addressed to Escambia County and the City of Pensacola at the address set forth first above, with a copy in the case of County to:

Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
P.O. Box 18178
Pensacola, Florida 32523
Phone: (850) 458-0466 FAX: (850) 458-0464
E-mail: Randy_Wilkerson@co.escambia.fl.us

and in the case of the City of Pensacola to:

Ashton J. Hayward, III, Mayor
City of Pensacola
Pensacola City Hall
P.O. Box 12910
Pensacola, Florida 32521
Phone: (850) 435-1626
E-mail: ahayward@cityofpensacola.com

with a copy to the City of Pensacola
Housing Office Administrator or designee

All notices shall be deemed served when received, except that any notice mailed or deposited in the manner provided in this section shall be deemed served on the postmark date or courier deposit (pickup) date.

SECTION 9. Effective Date, Term, and Termination.

This Agreement shall become effective on **November 1, 2012**, and this Agreement shall continue for a term of one (1) year from said date or until all of the subject **2012 HOME** funds are fully expended and Grant **#M-12-DC-12-0225** is officially closed, or in the event of immediate termination in the event HUD funds cease to be made available to support the HOME Activities cited in this Agreement, according to Section 4(e) hereof.

SECTION 10. Nepotism

The City of Pensacola and Escambia County agree to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

SECTION 11. Civil Rights and Anti-Discrimination

a). The City of Pensacola 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 their employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

b). 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, marital status, religion, or national origin. The City of Pensacola accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder by its elected officials and officers, employees, agents, and representatives.

c). The City of Pensacola 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 City of Pensacola agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

SECTION 12. Understanding of Terms.

(a) This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

(b) It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

(c) In the event of any litigation between the parties concerning this Agreement or the transaction contemplated hereby, each party shall be responsible for its own attorney's fees and costs.

(d) Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she 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.

(e) This Agreement shall become effective, after being properly executed by the parties, when recorded in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, BY AND THROUGH
ITS BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA**

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

By: _____
Wilson B. Robertson, Chairman

BY: _____
Deputy Clerk

BCC Approved: November 1, 2012

(S E A L)

Escambia County Legal Department Approval:

This document approved as to form
and legal sufficiency

By 

Title ACA

Date 10/11/12

[City of Pensacola Signature page follows]

**CITY OF PENSACOLA, a Municipal
corporation chartered in the State of Florida**

ATTEST:

By: _____
Ashton J. Hayward, III, Mayor

Ericka L. Burnett, City Clerk

(SEAL)

APPROVED AS TO CONTENT:

**LEGAL IN FORM AND VALID AS
DRAWN:**

Marcie Whitaker, Housing Administrator

City Attorney

EXHIBIT I

2012 ESCAMBIA CONSORTIUM HOME PROGRAM DESCRIPTION

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**
=====

EXHIBIT II

**HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS
(24 CFR PART 92)**

THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE HOME INVESTMENT PARTNERSHIPS ACT FINAL RULE AS PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS EXHIBIT IS FOR REFERENCE ONLY. THEREFORE, THE ENTIRETY OF THE HOME RULE AT 24 CFR PARTS 92, ALL AMENDMENTS TO THE RULE, AND ANY SUBSEQUENT AMENDMENTS TO THE RULE MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 CFR PARTS 92 HAS BEEN PROVIDED TO THE PARTY (IES) WITH RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF THIS CONTRACT AS EVIDENCED BY THE ACKNOWLEDGEMENT CONTAINED IN THIS EXHIBIT.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

The **CITY OF PENSACOLA, FLORIDA** 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: **CITY OF PENSACOLA, FLORIDA**

Date: 11/1/12

Grant Program Name: HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

Grant Number: M-12-DC-12-0225

CITY OF PENSACOLA, FLORIDA 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: City of Pensacola
Pensacola Housing Office
420 West Chase Street
Pensacola, Florida 32502

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Five (5)

SIGNED: _____

Certifying Officer
Ashton J. Hayward, III, Mayor
City of Pensacola

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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Certifying Official
Ashton J. Hayward, III, Mayor
City of Pensacola

Date: _____

**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: Ashton J. Hayward, III

Title: Mayor

HOME Investment Partnerships Act

(Project Name)

M-12-DC-12-0225

(Project Number)

Firm/Agency: City of Pensacola, Florida

Street Address: City of Pensacola (Housing Office)
420 West Chase Street
Pensacola, Florida 32502

FR 24.510 & 24 CFR, Part 24, Appendix A

**CERTIFICATION OF RECEIPT
HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS
(24 CFR PART 92)**

I/We hereby certify and affirm that Escambia County has provided the City of Pensacola with a complete copy of the current U. S. HUD HOME Program Regulations (24 CFR Part 92), copies of any amendments to the governing Regulations, and related Federal Laws as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of 24 CFR Part 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

CITY OF PENSACOLA

By: _____
Ashton J. Hayward, III, Mayor

Date: _____

**INTERLOCAL AGREEMENT
FOR HOME INVESTMENT PARTNERSHIPS ACT PROGRAM**

THIS AGREEMENT is made and entered into this 1st day of November , 2012, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("**ESCAMBIA COUNTY**"), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the **COUNTY OF SANTA ROSA**, a political subdivision of the State of Florida ("**SANTA ROSA COUNTY**"), whose address is 6495 Caroline Street, Milton, Florida 32570 for the purpose of receiving and administering activities under the provisions located at 24 CFR, Part 92 which regulate funding provided through the federal HOME Investment Partnerships Program (the "HOME" Program", the "Program") and which regulate the terms under which Santa Rosa County shall provide HOME Program eligible services and assistance to eligible families residing within Santa Rosa County.

WITNESSETH:

WHEREAS, Escambia County and Santa Rosa County have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, both Counties are authorized by Florida Statutes Section 163.01 et. seq. to enter into interlocal agreements and agreements with State agencies, and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter consortia for purposes of receiving funds and administering activities allowed under the HOME Investment Partnerships Program Regulations found at 24 CFR Part 92, hereinafter referred to as "HOME"; and

WHEREAS, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in May 2011, Escambia County and Santa Rosa County have determined that the provision of **Homebuyer Assistance** as authorized at 24 CFR Part 92.205, 92.250, and 92.251 is a high priority need in Santa Rosa County; and

WHEREAS, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME financed activities to Santa Rosa County.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and Santa Rosa County agree as follows:

SECTION 1. Purpose of the Agreement.

This Agreement provides the Santa Rosa County Administrator the authority and concurrent responsibility required to implement Homebuyer Assistance activities in Santa Rosa County ("HOME Activities"), as provided for in the **2012 Escambia Consortium HOME Program Description** approved by the U.S. Department of Housing and Urban Development ("HUD"), and attached hereto as **EXHIBIT I** of this agreement and incorporated herein by reference. Santa Rosa County shall have direct responsibility for assuring full and complete compliance with all regulatory, statutory, and administrative requirements associated with the HOME Activities

undertaken in Santa Rosa County according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME regulations (24 CFR Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

SECTION 2. Coordination.

Santa Rosa County agrees to cooperate fully with Escambia County and Neighborhood Enterprise Foundation, Inc. ("NEFI"), Escambia County's designated agent for housing and community development, in all actions related to the HOME Program and related HOME Activities. With regard to HOME fiscal matters, Santa Rosa County, in cooperation with NEFI, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of HOME-funded expenditures.

SECTION 3. HOME Activities Administrative Requirements.

a) HOME Program Policies, Procedures and Requirements:

Santa Rosa County, Escambia County and NEFI shall cooperate in the development of the policies, procedures and actions required to implement the HOME Activities in Santa Rosa County, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME activity and administrative funds. Santa Rosa County shall ensure that the HOME Activities provided through the HOME funding referenced herein are administered in accordance with the governing regulations found at 24 CFR Part 92, which have been provided to Santa Rosa County as evidenced by the acknowledgement included in **EXHIBIT II** of this Agreement and incorporated herein by reference. Santa Rosa County and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to assure the provision of HOME Activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

SECTION 4. Funding.

a) Santa Rosa HOME Activities:

The maximum **2012** HOME Program funding available to provide assistance to documented eligible, lower income clients through HOME Activities in Santa Rosa County, Florida, shall be **\$150,368.00**. Said funds are allocated between approved and eligible HOME Activities denoted as follows:

HOMEBUYER ASSISTANCE	<u>\$150,368.00</u>
----------------------	----------------------------

EXHIBITS I and II further detail the requirements associated with the project categories cited above, and regulations contained therein shall at all times govern the expenditure of funds referenced in this Agreement. HOME Activities funds shall be utilized within these designated categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and Santa Rosa County.

b) Santa Rosa HOME Activities Payment Processing:

Escambia County, through coordination with NEFI, shall issue HOME related payments from the Escambia Consortium HOME Trust Fund for Santa Rosa HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Santa Rosa HOME Activities and HOME client eligibility. Payments shall be either made directly to the approved vendor by Escambia County, or to Santa Rosa County to reimburse costs that are advanced by Santa Rosa County, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division. Santa Rosa County shall be programmatically and fiscally responsible for the accuracy, completeness and proper documentation of Santa Rosa HOME Activities, the eligibility of clients assisted in Santa Rosa County, and all related payments; and further, Santa Rosa County shall be responsible for the repayment of any disallowed costs related to Santa Rosa HOME Activities.

c) Santa Rosa HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME allocation, excluding administrative funds. Based upon the Santa Rosa HOME Activities funding cited in Section 4(a) above, Santa Rosa County shall provide a minimum local match of **\$0.00** in non-federal funds. Santa Rosa County's State Housing Initiatives Partnership (SHIP) Program fund is an acceptable match source. Said matching funds shall be expended by Santa Rosa County to provide affordable housing for families with incomes at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD and shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be provided to Escambia County upon request, but at least annually, and shall at all times be at least equal to the pro-rata share of HOME funds expended. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of affordable housing activities within Santa Rosa County, Florida.

d) HOME Administrative Payments:

In addition to HOME Program Activities funds, Santa Rosa County shall be entitled to payment for HOME Program related administrative services in an amount not to exceed **\$17,953.00**, payable solely from funds currently available under the **2011 Escambia Consortium HOME Grant M-12-DC-12-0225**. Prior to requesting administrative funds from Escambia County, Santa Rosa County shall provide a detailed breakdown of the administrative services to be provided. Upon receipt of said budget detail by the Office of the Escambia County Administrator or Escambia County's designated agent, NEFI, administrative funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to Santa Rosa County in twelve (12) equal monthly installments beginning with the month following the effective date of this Agreement. Santa Rosa County shall be responsible for ensuring documentation of proper expenditure of such administrative funds.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2012 Escambia Consortium HOME Grant M-12-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence,

Escambia County shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for HOME Activities and related HOME administrative expenditures under this Agreement, and shall disburse payments in accordance with the terms and conditions of this Agreement.

SECTION 5. Administrative Authority.

Santa Rosa County is not authorized to prepare and execute documents and requests required to enter (set-up) or draw down HOME Program funds from the Escambia Consortium Letter of Credit. Such actions shall be undertaken solely by personnel authorized by Escambia County to perform such functions.

SECTION 6. Program Records.

Santa Rosa County assumes responsibility for maintaining all records and documentation related to and supportive of the Santa Rosa HOME Activities associated with this Agreement. Further, such records and necessary HOME Activities information shall be readily available to Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. Santa Rosa County shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of five (5) years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. Santa Rosa County shall cooperate with Escambia County to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

SECTION 7. Liability.

Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement. Santa Rosa County shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities assistance provided hereunder including but not limited to compliance with HOME Program Regulations; client intake and eligibility documentation; legal matters involving HOME Activities contracts; forms; certifications; specifications; bidding processes; and other actions in connection with proper implementation of HOME Activities according to **EXHIBITS I and II** hereto.

SECTION 8. Notices.

All notices to be made hereunder shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested or by deposit with Federal Express or other nationally recognized overnight courier service, postage pre-paid and addressed to Escambia County and Santa Rosa County at the address set forth first above, with a copy in the case of County to:

Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
P.O. Box 18178
Pensacola, Florida 32523

Phone: (850) 458-0466 FAX: (850) 458-0464

and in the case of Santa Rosa County (Administration) to:

Hunter Walker, County Administrator
Santa Rosa County
Santa Rosa County Administration Office
6495 Caroline Street, Suite M
Milton, Florida 32570-4592
Phone: (850) 983-1855 FAX: (850) 983-1856

All notices shall be deemed served when received, except that any notice mailed or deposited in the manner provided in this section shall be deemed served on the postmark date or courier deposit (pickup) date.

SECTION 9. Effective Date, Term, and Termination.

This Agreement shall become effective on **November 1, 2012**, and this Agreement shall continue for a term of one (1) year from said date or until all of the subject **2012 HOME** funds are fully expended and Grant **#M-12-DC-12-0225** is officially closed, or in the event of immediate termination in the event HUD funds cease to be made available to support the HOME Activities cited in this Agreement, according to Section 4(e) hereof.

SECTION 10. Nepotism

Santa Rosa County agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

SECTION 11. Civil Rights and Anti-Discrimination

a). Santa Rosa County 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 their employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

b). 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, marital status, religion, or national origin. Santa Rosa County accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

c). Santa Rosa County 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. Santa Rosa County agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

SECTION 12. Understanding of Terms.

(a) This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

(b) It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

(c) In the event of any litigation between the parties concerning this Agreement or the transaction contemplated hereby, each party shall be responsible for its own attorney's fees and costs.

(d) Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she 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.

(e) This Agreement shall become effective, after being properly executed by the parties, when recorded in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through
its BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA**

By: _____
Wilson B. Robertson, Chairman

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

BCC Approved: November 1, 2012

BY: _____
Deputy Clerk

(S E A L)

Legal Department Approval:

This document approved as to form
and legal sufficiency
By: *Austin Huel*
Title: *#CA*
Date: *10/11/12*

[Santa Rosa County Signature Page to follow]

**SANTA ROSA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS OF
SANTA ROSA COUNTY, FLORIDA**

ATTEST:

Mary M. Johnson
Clerk of Courts

By: _____
Jim Williamson, Chairman

BCC Approved:

(SEAL)

PASSED AND ADOPTED BY THE SANTA ROSA COUNTY BOARD OF COUNTY
COMMISSIONERS THIS _____ DAY OF _____, 2012, BY A VOTE
OF _____ YEAS, _____ NAYS AND _____ ABSENT.

EXHIBIT I

2012 ESCAMBIA CONSORTIUM HOME PROGRAM DESCRIPTION

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**
=====

EXHIBIT II

HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS (24 CFR PART 92)

THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE HOME INVESTMENT PARTNERSHIPS ACT FINAL RULE AS PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS EXHIBIT IS FOR REFERENCE ONLY. THEREFORE, THE ENTIRETY OF THE HOME RULE AT 24 CFR PART 92; ALL AMENDMENTS TO THE RULE; AND ANY SUBSEQUENT AMENDMENTS TO THE RULE MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 CFR PART 92 HAS BEEN PROVIDED TO THE PARTY(IES) WITH RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF THIS CONTRACT AS EVIDENCED BY THE ACKNOWLEDGEMENT CONTAINED IN THIS EXHIBIT.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

SANTA ROSA COUNTY, FLORIDA 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 subpara-graph (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: SANTA ROSA COUNTY

Date: 11/1/12

Grant Program Name: HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

Grant Number: M-12-DC-12-0225

SANTA ROSA COUNTY, FLORIDA 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: Santa Rosa County Administrative Office
6495 Caroline Street
Milton, Florida 32570

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Three (3)

SIGNED: _____

Jim Williamson, Chairman
Santa Rosa County
Board of County Commissioners

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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Date: _____

Jim Williamson, Chairman
Santa Rosa County Board of County Commissioners

**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: _____ **HOME Investment Partnerships Act (HOME)**
Name: Jim Williamson (Project Name)
Title: Chairman **M-12-DC-12-0225**
(Project Number)

Firm/Agency: Santa Rosa County, Florida

Street Address: Santa Rosa County Administrative Office
6495 Caroline Street
Milton, Florida 32570

FR 24.510 & 24 CFR, Part 24, Appendix A

**CERTIFICATION OF RECEIPT
HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS
(24 CFR PART 92)**

I/We hereby certify and affirm that Escambia County has provided Santa Rosa County with a complete copy of the current U. S. HUD HOME Program Regulations (24 CFR Part 92), copies of any amendments to the governing Regulations, and related Federal Laws as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of 24 CFR Part 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

Santa Rosa County:

By: _____
Jim Williamson, Chairman
Board of County Commissioners

Date: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3404

County Administrator's Report 11. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/01/2012

Issue: Lease Agreement with Venture Oil & Gas, Laurel, Mississippi, for Oil, Gas and Mineral Release

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Lease Agreement and Addendum with Venture Oil & Gas, Inc., Laurel, Mississippi, for Oil, Gas, and Mineral Release - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning approval of the Oil, Gas, and Mineral Lease Agreement and Addendum to Oil, Gas, and Mineral Release Lease, between Venture Oil & Gas, Inc., Laurel, Mississippi, and Escambia County :

A. Approve the Lease Agreement and the Addendum, for a lease of four acres, more or less, and a term of three years which will generate \$125 per acre and 1/5 production royalties; and

B. Authorize the Chairman to sign the Agreement and Addendum.

[Funding: Revenue will be deposited into the General Fund (001) in an account to be established.]

BACKGROUND:

Venture Oil & Gas, Inc., Laurel, Mississippi, requested the County enter into a Mineral Lease for approximately four acres, more or less, underlying Highway 4 and Killiam Road. The lease is to provide for the drilling of an exploratory oil and gas well (Jernigan 35-3). The four acres is the public right of way portion of the total 160 acre mineral and gas unit. This well will be permitted through the Florida Department of Environmental Protection, Bureau of Geology, Oil and Gas Section.

BUDGETARY IMPACT:

Revenue will be deposited into the General Fund (001) in an account to be established.

LEGAL CONSIDERATIONS/SIGN-OFF:

The lease and addendum has been reviewed and approved by Stephen G. West, Assistant County Attorney, as to form and legal sufficiency.

PERSONNEL:

No additional personnel will be required for the implementation of this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation requires Board action and approval to implement.

IMPLEMENTATION/COORDINATION:

Implementation of this Recommendation will be conducted by and coordinated through the County Attorney's Office, Community and Environment Department and County Administration.

Attachments

Lease Agreement

Addendum

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this _____ day of _____, 2012 BETWEEN

Escambia County, a Political Subdivision of the State of Florida

Lessor (whether one or more), whose address is: 221 Palafox Place, Pensacola, FL 32502

and Venture Oil & Gas, Inc., 207 South 13th Avenue, Laurel, MS 39440, lessee, WITNESSETH:

1. Lessor, in consideration of ~~--- TEN DOLLARS and other valuable considerations ---~~, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipelines, the right to re-enter and use plugged and abandoned well bores, casing, tubing, pipelines, and other facilities on or under said land for production or for saltwater disposal purposes establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, power lines, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the

County of Escambia, State of Florida and is described as follows:

TOWNSHIP 5 NORTH - RANGE 31 WEST

SECTION 2: All that part of State Road S-4-A that traverses through the Northwest Quarter of the Northeast Quarter of Section 2, Township 5 North, Range 31 West.

TOWNSHIP 6 NORTH - RANGE 31 WEST

SECTION 35: All that part of State Road S-4-A that traverses through the Southwest Quarter of Section 35, Township 6 North, Range 31 West.

Anything to the contrary notwithstanding, Paragraph 3 of the printed form regarding the 1/8 royalty Paid shall be amended to read a 1/5 royalty in lieu of the 1/8 royalty.

SEE ATTACHED "ADDENDUM TO OIL, GAS AND MINERAL LEASE" FOR ADDITIONAL PROVISIONS

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land.

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 4.240 acres, whether actually more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights, and options thereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of **THREE (3)** years the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee from said land, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of being producing gas or any other mineral covered hereby, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this sub-paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, ~~or may be deposited to such parties credit in the~~ Send directly to address of Lessor Bank

at _____, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment.

Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to the acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize all or any part of said land and of this lease as to any or all minerals or horizons thereunder, with which other lands, lease or leases, or portion or portions thereof, or mineral or horizon thereunder, so as to establish units containing not more than 80 surface acres plus 10% acreage tolerance; provided, however, a unit may be established or an existing unit may be enlarged to contain not more than 640 acres plus 10% acreage tolerance, if unitized only as to gas or only as to gas and liquid hydrocarbons (condensate) which are not a liquid in the subsurface reservoir. If larger units are permitted, under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable, from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged, to conform to the size permitted by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee from time to time, and whether before or after production has been established either on said land or on the portion of said land included in the unit or on other land unitized therewith and any such unit may include any well to be drilled, being drilled or already completed. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be land or mineral, royalty or leasehold interests in land within the unit which are not pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted under this lease. There shall be allocated to the land covered by this lease included in any such unit that proportion of the total production of unitized minerals from wells in the unit, after deducting any used in lease or unit operations, which the number of surface acres in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, overriding royalty, and any other payments out of production, to be the entire production of unitized minerals from the portion of said land covered hereby and included in such unit in the same manner as though produced from said land under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of such unit shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. Neither shall it impair the right of lessee to release from this lease all or any portion of said land, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. A unit may be so established, modified or dissolved during the life of this lease.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest.

6. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated except as otherwise provided herein, to commence or continue any operations during the primary term. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any part hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless, pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event lessor considers that the lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. Should it be asserted in any notice given to the lessee under the provisions of this paragraph that lessee has failed to comply with any implied obligation or covenant hereof, this lease shall not be subject to cancellation for any such cause except after final judicial ascertainment that such failure exists and lessee has then been afforded a reasonable time to prevent cancellation by complying with and discharging its obligations as to which lessee have been judicially determined to be in default. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules permit; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessee is hereby given the right to acquire for its own benefit, deeds, leases, or assignments covering any interest or claim in said land which lessee or any other party contends is outstanding and not covered hereby and even though such outstanding interest or claim be invalid or adverse to lessor. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties, and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial), beyond the reasonable control of lessee, the primary term hereof shall be extended until after the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

12. Should a well drilled on this lease or acreage pooled therewith encounters hydrocarbons in sufficient quantity to indicate the well will become a commercial producer, or, if a well produces hydrocarbons in sufficient quantity to be a commercial producer, but the hydrocarbons so

encountered are contaminated with toxic or highly corrosive substances in sufficient quantity to require a delay in the commencement or recommencement of production therefrom in order to arrange for appropriate cleansing facilities, obtain specially constructed equipment, accommodate environmental or waste disposal requirements or any other similar cause, this lease may be continued in full force and effect after the primary term so long as any such circumstance prevails provided and so long as Lessee: (1) pursues prudent action to satisfy the condition required to commence or recommence production, and (2) pays, as royalty, on or before 90 days after the end of the primary term or 90 days after the completion of the operations resulted in the existence of the well, or 90 days after the cessation of production, whichever is the later, the sum of \$1.00 per net acre of land then covered hereby and makes a like payment on or before the end of each three month period thereafter until production is commenced or resumed.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

LESSOR:

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:

LESSEE:

VENTURE OIL & GAS, INC.

Witness _____

By: _____

Name _____

Printed Name

Witness _____

Title

Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____ as _____ of Venture Oil & Gas, Inc. He/She () is personally known to me, or () produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

This document approved as to form and legal sufficiency.

By J. G. [Signature]
Title Asst. County Attorney
Date Oct. 18, 2012

ADDENDUM TO OIL, GAS AND MINERAL LEASE

This addendum (Addendum) modifies and is incorporated into the Oil, Gas and Mineral Lease (Producers 88 (9/70) - Paid Up) (hereinafter "Lease") by and between Escambia County, a political subdivision of the State of Florida (hereinafter "Lessor"), and Venture Oil & Gas, Inc. (hereinafter "Lessee"). To the extent of any conflict between the provisions of this Addendum and the provisions of the Lease, the provisions of this Addendum shall control. Deletions are struck through on the Lease; additions to the Lease are shown below, corresponding to the applicable section number of the Lease.

1. Upon execution of the Lease, Lessee shall pay to Lessor a bonus of \$125.00 per net mineral acre.

Lessor does not warrant, in any way, that it has title or any other rights in the property leased, and Lessor is only leasing the rights it possesses and can lawfully lease, if any.

Lessee shall not drill nor engage in any other surface activity on the subject property unless it first receives written authority from Lessor. In any event, the activities of Lessee shall not interfere with the use of the subject property by Lessor.

10. Lessor is immune from taxation; all taxes and assessments arising out of or related to this Lease, if any, shall be paid by Lessee.

13. a. **INSURANCE REQUIREMENTS.**

Lessee shall procure and maintain the following described insurance. Such policies shall be from insurers with a minimum financial size category of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is preferred; however, other Secure Best Ratings may be considered in Lessor's sole discretion. Such policies shall provide coverage for any or all claims that may arise out of, or result from, the work and operations carried out pursuant to and under the provisions of this Lease, whether such work and operations are performed by Lessee, its employees, contractors or subcontractors, or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable. These insurance requirements shall not limit the liability of Lessee. Lessor does not represent these types or amounts of insurance to be sufficient or adequate to protect Lessee's interests or liabilities, but are merely minimums. Except for workers' compensation and professional liability, Lessee's insurance policies shall be endorsed to name Lessor as an additional insured for bodily injury, property damage and personal and advertising injury caused, in whole or in part, by Lessee's acts or omissions, or the acts or omissions of those acting on Lessee's behalf, in the performance of Lessee's work and

operations under the Lease. Additional Insured Endorsement ISO Form CG 20 10 is required for the Commercial General Liability coverage. Insurance required of Lessee or any other insurance of Lessee shall be considered primary, and insurance of Lessor shall be considered excess.

Commercial General Liability Coverage - Occurrence Form Required

Commercial General Liability insurance with One Million Dollars (\$1,000,000) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operations, and contractual liability. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies (including employer's liability required in the Workers' Compensation Coverage section) and the total amount of coverage required.

Automobile Coverage

Automobile liability insurance with One Million Dollars (\$1,000,000) per occurrence and aggregate limits, to include bodily injury liability and property damage liability, arising out of the ownership and maintenance or use of any automobile, which includes owned, non-owned and hired automobiles and employee non-ownership use.

Workers' Compensation Coverage

Workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident/\$100,000 each employee/\$500,000 policy limit for disease. The Lessee shall also purchase any other coverage required by law for the benefit of its employees.

Pollution Coverage

Pollution/environmental impact liability insurance with \$1,000,000 per occurrence limits to cover pollution and/or environmental impairment that may arise from this Lease.

b. EVIDENCE/CERTIFICATES OF INSURANCE.

Lessee shall provide the required insurance documented in Certificates of Insurance that reflect Lessor as certificate holder. The certificate shall also include that the policy/policies is/are endorsed to provide Lessor at least 30 days advance notice of cancellation, nonrenewal or adverse change. New Certificates of Insurance are to be provided to Lessor at least 30 days prior to coverage renewals. If requested by Lessor, Lessee shall furnish complete copies of Lessee's insurance policies, forms and endorsements. Receipt of certificates or other documentation of insurance or policies or copies of policies by Lessor, or by any of its representatives, which indicate less coverage than

required does not constitute a waiver of Lessee's obligation to fulfill the insurance requirements.

c. INDEMNIFICATION.

Lessee agrees to save harmless, indemnify, release and defend Lessor, its Board of County Commissioners, 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 exercise of Lessee's rights under this Lease or by any person, firm or corporation to whom any portion of work is contracted by Lessee or resulting from the use by Lessee, or by any one for whom Lessee is legally liable, of any property of the Lessor. Lessee'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. Lessee agrees to pay on behalf of Lessor, as well as provide a legal defense for the Lessor, both of which will be done only if and when requested by the Lessor, for all claims made. Such payment on the behalf of Lessor shall be in addition to any and all other legal remedies available to Lessor and shall not be considered to be Lessor's exclusive remedy.

IN WITNESS WHEREOF, Lessor and Lessee have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

LESSOR:

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:

This document approved as to form
and legal sufficiency.

By

Title

Date

[Signature]

Asst. County Attorney

Oct. 18, 2012

LESSEE:

VENTURE OIL & GAS, INC.

Witness _____
Name _____

By: _____
Printed Name

Witness _____
Name _____

Title

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ as _____ of Venture Oil & Gas, Inc. He/She () is personally known to me, or () produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3375

County Administrator's Report 11. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/01/2012

Issue: Supplemental Budget Amendment #011 - Florida Department of Health EMS County Grant Award

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #011 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #011, Other Grants and Projects Fund (110) in the amount of \$36,156, to recognize proceeds from the Florida Department of Health, and to appropriate these funds for the improvement and expansion of pre-hospital Emergency Medical Services (EMS) in Escambia County.

BACKGROUND:

Escambia County EMS has been awarded grant funds from the Florida Department of Health for the improvement and expansion of pre-hospital Emergency Medical Services. The associated Grant ID Code Number is C1017.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$36,156.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 011

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

Resolution Number
R2012-

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

WHEREAS, Escambia County was awarded an EMS County grant by the Florida Department of Health, and these funds must be recognized and appropriated in the current year's budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

<u>Other Grants & Projects</u> Fund Name	<u>110</u> Fund Number		
Revenue Title	Fund Number	Account Code	Amount
EMS County Award C1017	110	334221	\$36,156
Total			\$36,156

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Supplies	110/330318	55201	\$33,456
Training & Registration	110/330318	55501	\$2,700
Total			\$36,156

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Wilson B. Robertson, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
011



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3385

County Administrator's Report 11. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/01/2012

Issue: SBA#014 - Drug Court Expansion Grant

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #014 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #014, Other Grants and Projects Fund (110) in the amount of \$144,026, to recognize proceeds from the Office of the State Courts Administrator (OSCA), and to appropriate these funds for drug court expansion activities in Escambia County.

BACKGROUND:

Escambia County is receiving its fourth year's allocation of funding from OSCA for drug court expansion activities locally. Funds have been granted in the amount of \$144,026 for these activities, and are part of the Edward Byrne Memorial Justice Assistance funds.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$144,026.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#014

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

Resolution Number
R2012-

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

WHEREAS, Escambia County was awarded the Drug Court Expansion Grant by the Florida State Courts Administrator's Office, and these funds must be recognized and appropriated in the current year's budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

Other Grants & Projects <u>Fund Name</u>	<u>Fund Number</u>		
	110		
Revenue Title	Fund Number	Account Code	Amount
Drug Court Expansion Grant/ 2010-ARRC-STATE-3-W7-133	110	331822	\$144,026
Total			\$144,026

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	110/410568	53401	\$133,612
Travel	110/410568	54001	555
Postage & Freight	110/410568	54201	300
Operating Supplies	110/410568	55201	5,981
Books, Pubs, Subs	110/410568	55401	638
Other Grants & Aids	110/410568	58301	2,940
Total			\$144,026

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Wilson B. Robertson, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#014



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3406

County Administrator's Report 11. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/01/2012

Issue: Supplemental Budget Amendment #020 - Sheriff Department Grants

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #020 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #020, Other Grants and Projects Fund (110) in the amount of \$934,320, to recognize proceeds from various law enforcement Grants, and to appropriate these funds for law enforcement activities with the Escambia County Sheriff's Department.

BACKGROUND:

The Sheriff's Department has received various law enforcement grant funds. This supplemental budget amendment recognizes those funds for use by the Sheriff's Department.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$934,320.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA #020

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2012-**

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

WHEREAS, The Escambia County Sheriff's Office has received multiple Grants for Law Enforcement activities in the County, and these revenues must be recognized and appropriated in the current fiscal year's budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

Other Grants & Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
JAG #2009DJBX1286	110	331250	15,000
COPS Hiring Grant	110	331252	523,959
Bullet Proof Vest Grant	110	331208	3,203
Gang Stimulus #2009SBB92630	110	331254	160,000
JAG #2010DJBX1487	110	331264	13,000
JAG #2011DJBX0101	110	331267	75,000
Esc Cty Sheriff Mental Health Grant	110	3312xx	144,158
Total			\$934,320

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Aids to Governmental Agencies	110/540183	58101	15,000
Aids to Governmental Agencies	110/540185	58101	523,959
Aids to Governmental Agencies	110/540152	58101	3,203
Aids to Governmental Agencies	110/540187	58101	160,000
Aids to Governmental Agencies	110/540192	58101	13,000
Aids to Governmental Agencies	110/540193	58101	75,000
Aids to Governmental Agencies	110/5401xx	58101	144,158
Total			\$934,320

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

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

Wilson B. Robertson, Chairman

Deputy Clerk

Adopted

OMB Approved

**Supplemental Budget Amendment
#020**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3407

County Administrator's Report 11. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/01/2012

Issue: SBA#021 - CRA Tax Increment Financing Adjustment

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #021 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #021, General Fund (001) and Community Redevelopment Fund (151) in the amount of \$1,444, to recognize an adjustment to the Escambia County Tax Increment Financing (TIF) Districts. This adds \$59,933 to reserves for operating and appropriates an additional \$1,444 for the County TIF Areas as well as a reduction of \$61,377 in the allocation to the City TIF Areas based on the final certification of property values.

BACKGROUND:

This Supplemental Budget Amendment adjusts the amount budgeted within the TIF Districts to the final property values within those areas as certified by the Escambia County Property Appraiser for the 2012 property tax year.

BUDGETARY IMPACT:

This amendment will increase Fund 151 and decrease Fund 001 by \$1,444.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#021

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2012-

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

WHEREAS, the final value certification was received from the Property Appraiser for the Escambia County TIF Areas, and these funds must be recognized and appropriated accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

CRA Expendable Trust Fund General Fund	151 1		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Transfers General Fund (001)	151	381001	\$1,444
Total			\$1,444

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Warrington/Improv. Other than Bldgs.	151/220516	56301	38,686
Brownsville/Improv. Other than Bldgs.	151/220515	56301	(10,004)
Englewood/Utilities	151/220520	54301	(321)
Palafox/Utilities	151/220517	54301	(31,290)
Barrancus/Improv. Other than Bldgs.	151/220519	56301	4,373
Transfers Out (TIF)	001/110215	59115	1,444
Reserves for Operating	001/110201	59805	59,933
Tax Increment Financing/ City	001/110201	54910	(61,377)
Warrington/Other Current Charges	151/220516	54901	1,934
Warrington/Utilities	151/220516	54301	(1,934)
Brownsville/Other Current Charges	151/220515	54901	(500)
Brownsville/Improv. Other than Bldgs.	151/220515	56301	500
Englewood/Other Current Charges	151/220520	54901	(16)
Englewood/Utilities	151/220520	54301	16
Palafox/Other Current Charges	151/220517	54901	(1,565)
Palafox/Improv. Other than Bldgs.	151/220517	56301	1,565
Barrancus/Other Current Charges	151/220519	54901	219
Barrancus/Utilities	151/220519	54301	(219)
Total			\$1,444

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#021



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3410

County Administrator's Report 11. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/01/2012

Issue: PD 12-13.001 Continuing Contract for Bridges, Docks and Boat Ramps

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning PD 12-13.001 Continuing Contract for Bridges, Docks and Boat Ramps - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning PD 12-13.001, Continuing Contract for Bridges, Docks and Boat Ramps:

A. Award PD 12-13.001, Continuing Contract for Bridges, Docks, and Boat Ramps, to Davis Marine Construction, Inc., Gulf Marine Construction, Inc., and M&J Construction Company of Pinellas County, Inc.;

B. Approve Purchase Orders in excess of \$50,000 for projects awarded under the terms and conditions of PD 12-13.001, for Fiscal Year 2012-2013; and

C. Authorize the Acting County Administrator to sign the Contracts.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #13EN2188]

BACKGROUND:

The request for qualifications for PD12-13.001 Continuing Contract for Bridges, Docks and Boat Ramps was advertised on October 1, 2012. Qualifications were received on October 16, 2012. All three submitters were deemed qualified and recommended for Contract Award. The continuing contract for Bridges, Docks and Boat Ramps will provide a pool of qualified contractors to receive bids on the construction, repair and maintenance work on bridges, docks and boat ramps throughout the County on a routine and emergency basis per the terms and conditions of the Contract PD 12-13.001.

BUDGETARY IMPACT:

Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #13EN2188

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney prepared the Contract.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Contract will be administered by the Program Manager - Bridges, Engineering, Department of Public Works.

Attachments

Register of Submitters
contract

**STANDARD CONSTRUCTION
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

FORM I: Bridges, Docks and Boat Ramps

AGREEMENT

This is an Agreement between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, its successors and assigns, with its administrative offices located at 221 Palafox Place, Pensacola, Florida 32501, (hereinafter referred to as "County,") and _____, a for-profit corporation, authorized to do business in the State of Florida, its successors and assigns, whose federal identification number is _____, and whose business address is, _____, (hereinafter referred to as "Contractor").

WITNESSETH:

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:

SECTION 1. CONTRACT DOCUMENTS.

1.1 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. The 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 any Work performed pursuant to this Agreement.

1.2 In case of any inconsistency or conflict among the provisions of this 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.

SECTION 2. SCOPE OF WORK

2.1 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 Scope of Work assigned to the Contractor.

2.2 The basic Scope of Work to be performed under this Agreement is to provide for "Miscellaneous Bridge, Dock, and Boat Ramp repairs and construction" for projects within Escambia County, Florida, per the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction" (current edition) and the "Escambia County Bridge, Dock, and Boat Ramp Specification Guide" (current edition) and, unless

otherwise specifically excluded from any particular purchase order, all Work shall comport with County guidelines for construction, rehabilitation and renovation of projects, and local ordinances, State, and Federal laws and regulations.

SECTION 3. ORDERING OF THE WORK

3.1 The Contractor is one of several firms selected to perform work on same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific purchase orders to the firm it deems best suited for the type of work to be accomplished. This Agreement does not guarantee any amount or type of work to be assigned to the Contractor.

3.2 When requested by the County, the Contractor will provide a bid to the County to perform the work requested under a scope of work, and the County shall select the most responsive bidder to perform the work.

3.3 The County will issue a purchase order to the Contractor which describes the work to be provided by the Contractor and the amount of compensation to be provided by the County.

SECTION 4. BONDS.

4.1 Where the Contract Amount is in excess of \$250,000.00 and/or at the County's request, Contractor shall provide at its 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 holder's 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.

4.2 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.

4.3 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.

5.1 Time is of the essence in the performance of any Work assigned 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 a Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning Work.

5.2 County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the agreed time period, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$_____ 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 representative 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.

5.3 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.

5.4 When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Exhibit A: General Terms and Conditions
- Exhibit B: Form of Performance and Payment Bonds
- Exhibit C: Insurance and Safety Requirements
- Exhibit D: Form of Release and Affidavit
- Exhibit E: Form of Contractor Application for Payment
- Exhibit F: Form of Change Order
- Exhibit G: Technical Specifications
- Exhibit H: Plans & Standard Details prepared by or for County and Identified as follows:
- Exhibit I: Federal Documents (if applicable)

SECTION 7. COMPENSATION AND METHOD OF PAYMENT

7.1 COMPENSATION:

Contractor shall be compensated for satisfactory completion of work performed pursuant to an assigned scope of work in accordance with this Agreement. Individual purchase orders submitted to the Contractor will be paid through a budget line item recommended by Staff and approved by the Board of County Commissioners. For each such purchase order, the Contractor will be compensated by a lump sum fee, unless otherwise mutually agreed to by the parties hereto.

7.2 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.

7.3 Payment requisitions will be sent to: Notices will be sent to:

Robin Lambert
Account Manager
Enginvoices@myescambia.com
(850) 595-3412 (phone)

County Administrator
Escambia County Administrator
221 Palafox Place
Pensacola, Florida 32502
(850) 595-4900 (phone)
(850) 595-4908 (fax)

7.4 Payments and notices will be made to the Contractor at:

(Principle Name & Title)
(Consulting Firm's Name)
(Address)
(City, State, Zip)

(a) Any notice 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 other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payments, and invoices shall be made to each party at the listed addresses. 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.

SECTION 8. MISCELLANEOUS PROVISIONS

8.1 RECORDS:

(a) The Contractor shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) 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, as amended. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days written notice, during which period the Contractor still fails to allow access to such documents, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

8.2 SUBCONTRACTORS: In the event the Contractor, during the course of any work performed under this Agreement, requires the services of any subcontractors or other professional associates in connection with work performed under this Agreement, the Contractor must secure the prior written approval of the County unless such work is specifically detailed in the purchase order.

8.3 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) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability with \$1,000,000 per occurrence minimum limit.

(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. The policy shall be endorsed to include Jones Act coverage.

(e) Watercraft Liability with \$1,000,000 per occurrence minimum limit including coverage parts of bodily injury, death and property damage arising out of the ownership and maintenance or use of any watercraft, including owned, non-owned and hired watercraft. Coverage may be provided in the form of an endorsement to the general liability policy or as a separate policy.

(f) At the County's discretion, the Contractor may also be required to carry Pollution/ Environmental Impairment Liability with \$1,000,000 per occurrence minimum limit.

(g) It is understood and agreed by the parties that in the event that the Contractor, as defined in Section 1.2, 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.

(h) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be 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. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insureds" on all liability policies (except professional liability). Certificates of insurance shall be provided to Joe Pillitary, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 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.

8.4 REPRESENTATIVE OF COUNTY AND CONTRACTOR:

(a) It is recognized that questions in the day-to-day conduct of the project will arise. The Contract Administrator, upon request by the Contractor, shall designate and shall advise the Contractor in writing, persons to whom all communications pertaining to the day-to-day conduct of the project shall be addressed.

(b) The Contractor shall inform the Contract Administrator in writing of the representative of the Contractor to whom matters involving the conduct of the project shall be addressed.

8.5 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.

8.6 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.

8.7 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.

8.8 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.

8.9 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.

8.10 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) 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.

8.11 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.

8.12 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of

this Agreement.

8.13 **NO WAIVER:** The failure of the Contractor or the County 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.

8.14 **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.

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 Board Chairman, duly authorized to execute this Agreement through the express delegation of authority set forth in Article II of Chapter 46, Escambia County Code of Ordinances, and (Firm's Name), signing by and through its President, duly authorized to execute same.

CONTRACTOR:

(Firm's Name), a for-profit corporation authorized to do business in the State of Florida.

By: _____
President

Date: _____

ATTEST: Corporate Secretary

By: _____
Secretary
[CORPORATE SEAL]

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
County Administrator

Date: _____

WITNESS: _____

WITNESS: _____

BCC Approved: _____

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 Documents, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES.

- 2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography

and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

- 2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE.

- 3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS.

- 4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E**.
- 4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.
- 4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the

County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

- 4.4. Contractor shall submit one electronic copy of each of its Applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total denial and return of the Application for Payment by the County, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.
- 4.5. County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.
- 4.6. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- 4.7. Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.8. Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD.

- 5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or

equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT.

- 6.1.** County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as **Exhibit D**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 6.2.** Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS.

- 7.1.** Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 7.2.** Prior to submitting its first Application for Payment, Contractor shall provide to County a CD/DVD in digital format and/or photographs (as determined by the County Project Manager) showing the pre-existing conditions located within the limits of construction.
- 7.3.** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after

Notice to Proceed is received by Contractor.

- 7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.
- 7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- 7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS.

- 8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
 - 8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
 - 8.1.2. Soil conditions which adversely affect the Work;
 - 8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

- 8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- 8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 8.1.6. Description of Work being performed at the Project site;
- 8.1.7. Any unusual or special occurrences at the Project site;
- 8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

- 8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.
- 8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS.

- 9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

- 9.2.** Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 9.3.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
- 9.4.** Requests for delays due to adverse weather conditions shall meet all of the following conditions:
- 9.4.1.** Contractor notified the County in writing within forty-eight (48) hours of the delay.
- 9.4.2.** The weather was unusual as documented by supporting data.
- 9.4.3.** The weather did have an adverse impact on the contractor's schedule (critical path only).
- 9.4.4.** The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK.

- 10.1.** County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

- 10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- 10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES.

- 11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of

Subsection 10.4.

- 11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK.

- 12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.
- 12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.
- 12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE.

- 13.1. Contractor agrees to save harmless, indemnify, and defend County and its consultants, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration

for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

- 13.2.** Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.
- 13.3.** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.4.** All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.5.** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit C**, unless such insurance requirements for the subcontractor is expressly waived in

writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

- 13.6. All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."
- 13.7. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.8. Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.9. Duty to Provide Legal Defense. The Contractor agrees to pay, to Escambia County, as well as provide a legal defense for the County, which shall include attorney's fees and costs, both of which will be done only if and when requested by the County, for all claims as described in paragraph 13.1. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS.

- 14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

Section 15. CLEANUP AND PROTECTIONS.

- 15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT.

- 16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES.

- 17.1. Except as noted in paragraph 17.2 all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, Northwest Florida Water Management District and any archeological permitting agency will be paid for and obtained by the County.
- 17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT.

- 18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within

a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 18.2.** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 18.3.** If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 18.4.** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 18.5.** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 18.6.** If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the

employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

- 19.1.** County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 19.2.** County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION.

- 20.1.** Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 20.2.** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

- 20.3.** After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

(Project Name and Address)

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY.

- 21.1.** Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond, if required, shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL.

- 22.1.** Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

- 22.2.** Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 22.3.** Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS.

- 23.1.** County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 23.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 23.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 23.4.** Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 23.5.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK.

- 24.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 24.2.** If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 24.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 24.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.
- 24.5.** If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site

and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS.

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK.

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES.

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence

of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES.

- 28.1.** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 28.2.** Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY.

- 29.1.** The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 29.1.1.** All employees of the Work and other persons and/or organizations who may be affected thereby;
 - 29.1.2.** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
 - 29.1.3.** Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.
- 29.2.** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3. The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in Exhibit C of this Agreement.

Section 30. PROJECT MEETINGS.

30.1. Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:
That _____ (Insert name, address, and
phone number of contractor)
_____, as Principal,
and

_____, (Insert full name, home office address and phone number of surety)
as Surety, are held and firmly bound unto the Board of County Commissioners for
Escambia County, Florida, 223 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-
4900, as Obligee in the sum of
_____ Dollars (\$_____), for the payment whereof
we bind ourselves, our heirs, executors, personal representatives, successors and
assigns, jointly and severally, firmly by these presents.

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.

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)

(Authorized Signature)

Witness

(Printed Name)

OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY _____ THIS BOND, We,
 address and phone number of (Insert name,
 (hereinafter called the contractor)
 "Principal") and the "Surety"), (Insert name) located at
 (hereinafter called the _____, a surety insurer
 (Insert address and phone number) chartered and existing under the laws of the State of
 _____ and authorized to do business in the State of Florida, are held and
 firmly bound unto the Board of County Commissioners for Escambia County, Florida, 223
 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called the
 "County") in the sum of _____
 (\$_____) for payment of which we bind ourselves, our heirs, our personal
 representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to
Contract No. _____

(hereinafter referred to as the "Contract") as of _____ (the bid award date
for projects thereto)

for the purpose of
 _____ of
 property and general description of
 (Insert name of project, including legal description, street address of
 improvement.)

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE
PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for
 construction of _____, the contract being made a part of this bond by
 reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1),
 Florida Statutes, supplying Principal with labor, materials, or supplies, used
 directly or indirectly by Principal in the prosecution of the work provided for in the
 contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____
 (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
 in the presence of:

PRINCIPAL:

By: _____

Name: _____

Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

Witness

(Business Address)

(Authorized Signature)

Witness

(Printed Name)

OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of _____ Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such 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 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: _____
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, nonrenewal 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, nonowned 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, nonowned 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 conditions which shall be met by all Contractors and subcontractors performing work for Escambia County. The Contractor shall be responsible to ensure his compliance with all State and Federal safety regulations as specified in County contract documents. Reported or observed violations of OSHA (29 CFR 1910 or 1926) and other regulations shall be brought to the attention of the County project manager and County Safety Office and shall be immediately corrected by the Contractor. 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 to either the project insurance coordinator or the Department of Labor and Employment Security, Division of Safety, 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; 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 Safety Office 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 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.
- (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 Safety Office. 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 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 approval from the project manager or County Safety Office 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 approval for use of these metals shall be obtained by the Contractor from the project manager.

- (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 Safety Office for review.
- (16) The County maintains programs for 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 or the County Safety Office.
- (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 or County Safety Office.

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

CHANGE ORDER

CHANGE ORDER NO. _____ CONTRACT _____ NO.

TO: _____

DATE: _____

PROJECT NAME _____

PROJECT NO. _____

Under our AGREEMENT dated _____, 20____.

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

FOR	THE	(Additive)	(Deductive)	Sum	of:
_____			(\$_____)	_____	
Original Agreement Amount			\$_____		
Sum of Previous Changes			\$_____		
This Change Order (Add) (Deduct)			\$_____		
Present Agreement Amount			\$_____		

The time for completion shall be (increased/decreased) by _____ (____) calendar days due to this Change Order. Accordingly, the Contract Time is now _____ (____) calendar days and the final 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 costs.

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/Engineer

By: _____
Owner



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3409

County Administrator's Report 11. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/01/2012

Issue: Approval of Miscellaneous Appropriations Agreement

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Miscellaneous Appropriation Agreements for Fiscal Year 2012/2013 for Outside Agencies - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning approval of the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve 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. - \$50,000*;
2. Naval Aviation Museum Foundation, Inc. - \$100,000;
3. Liberty Sertoma Club, Inc., d/b/a Sertoma's Fourth of July - \$75,000;
4. St. Michael's Cemetery Foundation of Pensacola, Inc. - \$25,000; and
5. Frank Brown International Foundation for Music, Inc. - \$40,000;

B. Authorize the Chairman to sign the Agreements and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

*Includes \$25,000 for the documentary, Belmont Devilliers: The Making of a Neighborhood, carried over from Fiscal Year 2011/2012.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2012/2013 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the agreements.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

FY12/13 Agreements

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
AFRICAN AMERICAN HERITAGE SOCIETY, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2012, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and African American Heritage Society, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 200 East Church Street, Pensacola, Florida 32502 and a Federal Tax Identification Number of 59-3022641 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County as a vital force of historical preservation and saves and protects the County's unique historical legacy; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2012/13(October 1 through September 30), the sum of \$50,000.00 to conduct a program generally described as:

African American Heritage Society, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2012, and will terminate on the 30th day of September 2013, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$50,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2012-2013 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2013, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2013, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

AFRICAN AMERICAN HERITAGE SOCIETY, INC.

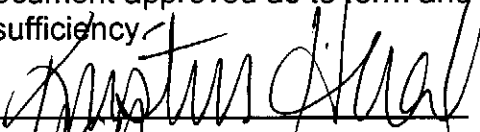
By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: 

Title: AAHS

Date: 10/8/12

EXHIBIT "A"

2012/2013 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION African American Heritage Society, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS \$ 11,500.00
SUPPLIES \$ 300.00
TRAVEL..... \$ _____
UTILITIES..... \$ 3,000.00
EQUIPMENT (Unit Cost \$1,000 or more)..... \$ _____

OTHER RECURRING COSTS:

Telephone/Internet \$ 2,500.00
Postage \$ 500.00
Printing \$ 500.00
Landscape/Maintenance \$ 300.00

TOTAL OTHER RECURRING COSTS \$ 3,800.00

OTHER NON-RECURRING COSTS

Heritage Programs \$ 6,400.00
Belmont Devilliers Project
 Product Expenses \$ 17,750.00
 Performance Expense \$ 4,500.00
 Administration \$ 2,750.00

TOTAL OTHER NON-RECURRING COSTS \$ 31,400.00

GRAND TOTAL \$ 50,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

African-American Heritage Society Yearly Programs including participating in the Pensacola Film Festival; Florida Black Heritage Trail Documentary Series, and the Downtown Arts Gallery Night.

Documentary - Belmont Devilliers: The Making of a Neighborhood

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract. Appropriation payments for the \$25,000.00 allocated for the documentary titled Belmont Devilliers: The Making of a Neighborhood will be reimbursed in accordance with the above requirements.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
NAVAL AVIATION MUSEUM FOUNDATION, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2012, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Naval Aviation Museum Foundation, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 1750 Radford Boulevard, NAS, Pensacola, Florida 32507 and a Federal Tax Identification Number of 59-6178237 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Naval Aviation in Pensacola; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2012/13(October 1 through September 30), the sum of \$100,000.00 to conduct a program generally described as:

Naval Aviation Museum Foundation, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2012 and will terminate on the 30th day of September 2013, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$100,000.00 for the program of activity payable annually in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2012-2013 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2013, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2013, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

NAVAL AVIATION MUSEUM FOUNDATION, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

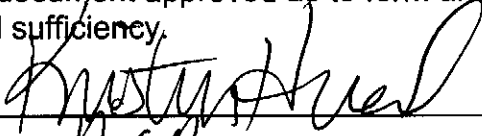
By: 
Title: ACA
Date: 10/18/12

EXHIBIT "A"

2012/2013 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Naval Aviation Museum Foundation, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS \$ _____

SUPPLIES \$ _____

TRAVEL..... \$ _____

UTILITIES..... \$ _____

EQUIPMENT (Unit Cost \$1,000 or more)..... \$ _____

OTHER RECURRING COSTS:

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL OTHER RECURRING COSTS \$ _____

OTHER NON-RECURRING COSTS

Funding for the Naval Flight Academy to include construction, furniture, fixtures, technology procurement and other required expenses. 100,000.00

TOTAL OTHER NON-RECURRING COSTS \$ 100,000.00

GRAND TOTAL \$ 100,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Naval Aviation Museum Foundation, Inc. – funding related expenses for the Naval Aviation Museum for the Naval Flight Academy.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
LIBERTY SERTOMA CLUB, INC.
d/b/a SERTOMA'S FOURTH OF JULY**

THIS AGREEMENT is made and entered into this 1st day of October 2012, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Liberty Sertoma Club, Inc., d/b/a Sertoma's Fourth of July, a non profit corporation authorized to do business in the State of Florida, with administrative offices at 6012 Tippin Avenue, Pensacola, Florida 32504 and a Federal Tax Identification Number of 59-2686910 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of the County by providing for a patriotic countywide celebration each Independence Day commemorating the nation's birth which both educates and informs all Americans of their birthright; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2012/13(October 1 through September 30), the sum of \$75,000.00 to conduct a program generally described as:

Sertoma's Fourth of July

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To obtain insurance coverage for outdoor events, as may be required at the County's discretion, and furnish a certificate of insurance to the County reflecting the additional insured status of the County and listing the County as a certificate holder prior to the date of the Event; and

H) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2012, and will terminate on the 30th day of September 2013, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$75,000.00 for the program of activity. One payment of \$37,500.00 will be paid in advance to recipient. The balance of \$37,500.00, along with the advance payment, will be paid in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2012-2013 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2013, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2013, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

**LIBERTY SERTOMA CLUB, INC.
d/b/a SERTOMA'S FOURTH OF JULY**

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

By: Kristina

Title: ACA

Date: 10/11/12

EXHIBIT "A"

2012/2013 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: LIBERTY SERTOMA CLUB, INC. d/b/a SERTOMA'S FOURTH OF JULY

APPROVED BUDGET

SALARIES AND BENEFITS \$ _____
SUPPLIES \$ _____
TRAVEL..... \$ _____
UTILITIES..... \$ _____
EQUIPMENT (Unit Cost \$1,000 or more)..... \$ _____

OTHER RECURRING COSTS:

_____ \$ _____

TOTAL OTHER RECURRING COSTS \$ _____

OTHER NON-RECURRING COSTS

Fireworks \$ 46,200.00
PortOlets \$ 2,000.00
Trash Removal \$ 1,300.00
Sound/stage/band \$ 9,500.00
Children's area \$ 14,000.00
Insurance \$ 2,000.00

TOTAL OTHER NON-RECURRING COSTS \$ 75,000.00

GRAND TOTAL \$ 75,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Sertoma's Fourth of July Fireworks celebration event.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all payments. Payment of half of the entire allocation will be submitted to the recipient in one advance payment. The balance of the allocation will be paid upon receipt of appropriate backup verifying that County funds were expended in accordance with the approved budget as outlined in Exhibit "A" which is attached hereto and incorporated by reference herein. The entire allocation must be substantiated with appropriate backup and proof of payment within 60 days following the event. **For the remainder of the year, no funding is advanced.**
- Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
ST. MICHAEL'S CEMETERY FOUNDATION OF PENSACOLA, INC.**

THIS AGREEMENT is made and entered into this 1st day of October, 2012, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and St. Michael's Cemetery Foundation of Pensacola, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at P. O. Box 13602, Pensacola, Florida 32591 and a Federal Tax Identification Number of 59-3641870 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Pensacola from colonial times to today's modern world; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2012/13(October 1 through September 30), the sum of \$25,000.00 to conduct a program generally described as:

St. Michael's Cemetery Foundation of Pensacola, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2012, and will terminate on the 30th day of September 2013, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$25,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2012-2013 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2013, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2013, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

ST. MICHAEL'S CEMETERY FOUNDATION OF PENSACOLA, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

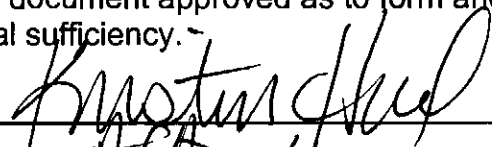
By: 
Title: ACA
Date: 10/18/12

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION St. Michael's Cemetery Foundation of Pensacola, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS \$ _____
SUPPLIES \$ 3,000.00
TRAVEL..... \$ _____
UTILITIES..... \$ 2,000.00
EQUIPMENT (Unit Cost \$1,000 or more)..... \$ _____

OTHER RECURRING COSTS:

Conservation needs \$ 17,000.00
including gate operations
fence repairs, masonry
structure repairs, maintenance
etc.

_____ \$ _____

_____ \$ _____

TOTAL OTHER RECURRING COSTS \$ 17,000.00

OTHER NON-RECURRING COSTS

Public Benches (4) \$ 3,000.00

TOTAL OTHER NON-RECURRING COSTS \$ 3,000.00

GRAND TOTAL \$ 25,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

St. Michael's Cemetery Foundation of Pensacola, Inc. will use the County funds for maintenance and Conservation of St. Michael's Cemetery.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
FRANK BROWN INTERNATIONAL FOUNDATION FOR MUSIC, INC.**

THIS AGREEMENT is made and entered into this 1st day of October 2012, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Frank Brown International Foundation for Music, Inc. a non profit corporation authorized to do business in the State of Florida, with administrative offices at 3225 Robertson Road, Pensacola, Florida 32507 and a Federal Tax Identification Number of 30-0103847 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County as a vital cultural link to music appreciation by producing concerts featuring Grammy Award winning songwriters which benefits residents and visitors alike in the appreciation of the beauty of man's artistic achievements; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2012/13(October 1 through September 30), the sum of \$40,000.00 to conduct a program generally described as:

The 27th Annual Frank Brown International Songwriters' Festival

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

5. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

6. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

7. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2012, and will terminate on the 30th day of September 2013, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$40,000.00 for the program of activity payable in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein. Funds allocated under this Agreement are to be used solely for events held in Escambia County, Florida.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2012-2013 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2013, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2013, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

FRANK BROWN INTERNATIONAL FOUNDATION FOR MUSIC, INC.

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and legal sufficiency.

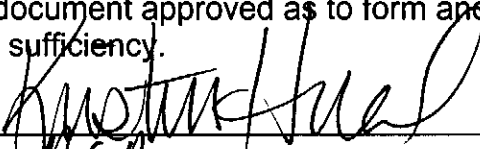
By: 
Title: ACA
Date: 10/12/12

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Frank Brown International Foundation for Music, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS \$ _____
SUPPLIES \$ _____
TRAVEL \$ _____
UTILITIES \$ _____
EQUIPMENT (Unit Cost \$1,000 or more) \$ _____

OTHER RECURRING COSTS:

_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

TOTAL OTHER RECURRING COSTS \$

OTHER NON-RECURRING COSTS

Advertising & Promotions \$ 20,000.00
Professional Services \$ 20,000.00
_____ \$ _____

TOTAL OTHER NON-RECURRING COSTS \$ _____

GRAND TOTAL \$ 40,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The 27th Annual Frank Brown International Songwriters' Festival to be held on November 8-18, 2012. Eligible expenses under this Agreement include, but are not limited to:

Advertising
Postage
Printing
Professional Services including talent performance fees

Reimbursement for these expenses will be made for events occurring in Escambia County, Florida only.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all reimbursements. **No funding is advanced.** Reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3408

County Administrator's Report 11. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/01/2012

Issue: PD 11-12.064 Jaunita Williams Park Parking Lot & Dock

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning PD 11-12.064, Jaunita Williams Park Parking Lot & Dock - Amy Lovoy, Management and Budget Services Department Director

That the Board award the Contract PD 11-12.064, Jaunita Williams Park Parking Lot & Dock, to Starfish, Inc., of Alabama, in the amount of \$136,626.25.

[Funding: Fund 151, Community Redevelopment Fund, Cost Center 220516, Object Code 56301]

BACKGROUND:

The invitation to bid PD 11-12.064 for the construction of the Park Parking Lot and Dock at the Jaunita Williams Park was advertised on September 27, 2012 and 8 bids were received on October 17, 2012. Starfish Inc. of Alabama is the low bidder.

BUDGETARY IMPACT:

Funding: Fund 151, Community Redevelopment Fund, Cost Center 220516, Object Code 56301

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's Standard Form Construction Contract will be used.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in accordance with Escambia County, FL Code of Ordinances Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Purchase Order and contract will be awarded after Board approval.

Attachments

Bid Tab Starfish

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Jaunita Williams Park Parking Lot & Dock									
ITB# 11-12.064											
Bid Opening Time: 10:00 a.m. CDT	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, 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	Acknowledgement of Addenda	Grand Total			
Opening Location: Rm. 11.407											
NAME OF BIDDER											
Morette Company	Y	Y	Y	Y	Y	Y	Y	Y			\$205,246.80
Carter's Contracting											
Non Responsive											
Gulf Atlantic Constructors	Y	Y	Y	Y	Y	Y	Y	Y			\$190,430
Starfish, Inc. of AL	Y	Y	Y	Y	Y	Y	Y	Y			\$136,626.25
J. Miller Construction	Y	Y	Y	Y	Y	Y	Y	Y			\$184,317.50
Hewes & Company LLC	Y	Y	Y	Y	Y	Y	Y	Y			\$166,749.01
The Green-Simmons Co.	Y	Y	Y	Y	Y	Y	Y	Y			\$249,350
Perdido Grading & Paving	Y	Y	Y	Y	Y	Y	Y	Y			\$169,862.30
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager, CPPO										
BIDS WITNESSED BY:	Lori Kistler, SOSA										
BIDS TABULATED BY:	Lori Kistler, SOSA										
	DATE: October 17, 2012	DATE: October 17, 2012	DATE: October 17, 2012	DATE: October 17, 2012	DATE: October 17, 2012	DATE: October 17, 2012	DATE: October 17, 2012	DATE: October 17, 2012	DATE: October 17, 2012	DATE: October 17, 2012	DATE: October 17, 2012

The Purchasing Manager/Designee recommends to the BCC: To award a contract to Starfish, Inc. of AL in the amount of \$136,626.25. Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the Office of the Purchasing Manager.
 Posted 10/18/2012 @ 3:30 p.m. CDT


 CS/ik



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3463

County Administrator's Report 11. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/01/2012

Issue: Letter of Agreement with Baptist Health Care Corporation for Baker Act Services

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Letter of Agreement between Baptist Health Care Corporation and Escambia County for Baker Act Services - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Letter of Agreement between Baptist Health Care Corporation and Escambia County in order for Baptist Hospital to provide Baker Act services to the County at no cost, from December 1, 2012, through November 30, 2014.

BACKGROUND:

Baptist Hospital is the County's provider of Baker Act Services required by State law. For the period of time between December 1, 2012 and November 30, 2014 Baptist will provide these services to the County at no cost.

BUDGETARY IMPACT:

The estimated savings to the County for this two year period is about \$1,480,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

LOA with Baptist 1213

LETTER OF AGREEMENT

This letter of Agreement ("LOA") is entered into as of this _____ day of _____, 2012 ("Effective Date"), by and between Escambia County, Florida ("County") and Baptist Health Care Corporation ("Baptist").

WHEREAS, Baptist is a not for profit corporation whose charitable purpose includes the provision of health care to residents of the County; and

WHEREAS, Baptist and the County recognize a particularly acute need for the provision of mental health services to the residents of the County; and

WHEREAS, the County desires to ensure access to care provided to County residents at Baptist hospitals by providing County funds to support additional Medicaid payments for Baptist facilities, consistent with federal and state law requirements;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. In furtherance of its charitable mission, Baptist will, via its various subsidiaries, provide psychiatric care to patients who are involuntarily committed under the Florida Mental Health Act (Baker Act) during the Term of this LOA. During the Term of this LOA, such care shall be provided at no charge to the County and Baptist will not solicit or accept any funds from the County for the services provided by it to Baker Act patients. Nothing in this LOA shall be construed to prevent Baptist from billing other non-County payors for Baker Act services.
2. The County and its various departments, agree to work collaboratively with Baptist to facilitate the care of County patients with respect to coordination of care issues such as proper law enforcement direction of Baker Act patients.
3. The County agrees to participate in funding additional Medicaid payments for Baptist facilities to the extent it has available funding through an intergovernmental transfer to the Agency for Health Care Administration. The amount of the intergovernmental transfer shall be determined by the County in its sole discretion.
4. The Term of this LOA shall be from December 1, 2012, until November 30, 2014.
5. This LOA shall be governed by the laws of the State of Florida
6. Neither party may assign its right or obligations hereunder without the prior written permission of the other party, provided, however, that Baptist may assign its obligations hereunder to its various subsidiaries including, but not limited to, Baptist Hospital, Inc. and Lakeview Center, Inc.

7. The parties to this LOA do not intend to establish any third party beneficiary relationships by virtue of this LOA.

Now therefore, the parties have executed this LOA by signature of their duly authorized representatives as of the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY**

By: _____
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

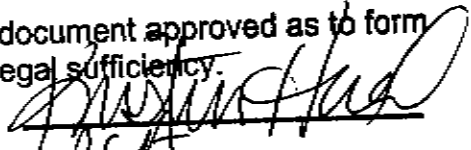
BAPTIST HEALTH CARE CORPORATION

By: _____

Title: _____

ATTEST:

By: _____
Corporate Secretary

This document approved as to form
and legal sufficiency.
By: 
Title: ACA
Date: 07/21/12



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3464

County Administrator's Report 11. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/01/2012

Issue: Letter of Agreement with the Agency for Health Care Administration

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Letter of Agreement between Escambia County and the Agency for Health Care Administration (AHCA) in the Amount of \$1,400,000 on Behalf of Baptist Hospital - Amy Lovoy, Management and Budget Services Department Director

That the Board ratify the Chairman's signature and approve the Letter of Agreement between Escambia County and the Agency for Health Care Administration (AHCA), in the amount of \$1,400,000, effective July 1, 2012, through June 30, 2013, to buy back Medicaid reimbursement rates on behalf of Baptist Hospital.

This Agreement had to be sent to AHCA by October 31, 2012. Since there were no available Board meetings prior to this deadline, the Chairman signed the Agreement in order to meet the deadline.

Funds are available in the General Fund since Baptist Hospital will be providing Baker Act services on behalf of Escambia County for two years at no cost to the County.

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

BACKGROUND:

When hospitals provide Medicaid services to Escambia County citizens, they are reimbursed with federal pass-through dollars and State funding. The State continues to reduce the reimbursement rate for these services. This agreement allows local dollars to be sent to the State to prevent the reduction of some of the rates associated with Medicaid reimbursements. This agreement will transfer a total of \$1,400,000 to the State to "buyback" rates for Baptist Hospital.

This agreement had to be sent to AHCA by October 31, 2012. Since there were no available Board meetings prior to this deadline, the Chairman signed the agreement in order to meet the deadline. The Board is now being asked to ratify the Chairman's signature and approve the agreement.

BUDGETARY IMPACT:

Funds are available in the General Fund since Baptist Hospital will be providing Baker Act services on behalf of Escambia County for two years at no cost to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter of Agreement for Baptist 1213

Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into in duplicate on the _____ day of _____, 2012, by and between Escambia County (Baptist), (the County) and the State of Florida, through its Agency for Health Care Administration, (the Agency),

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2012-2013, passed by the 2012 Florida Legislature, the County and the Agency agree that the County will remit to the State an amount not to exceed a grand total of \$1,400,000.
 - a. The County and the Agency have agreed that these funds will only be used to increase the provision of Medicaid funded health services to the people of the County and the State of Florida at large.
 - b. The increased provision of Medicaid funded health services will be accomplished through the buyback of the Medicaid inpatient and outpatient trend adjustments up to the actual Medicaid inpatient and outpatient cost but not to exceed the amount specified in the Appropriations Act for public hospitals, including any leased public hospital found to have sovereign immunity, teaching hospitals as defined in section 408.07 (45) or 395.805, Florida Statutes, which have seventy or more full-time equivalent resident physicians, designated trauma hospitals and hospitals not previously included in the GAA.
2. The County will pay the State an amount not to exceed the grand total amount of \$1,400,000. The County will transfer payments to the State in the following manner:
 - a. The first quarterly payment of \$350,000, for the months of July, August, and September, is due upon notification by the Agency.
 - b. Each successive payment of \$350,000 is due as follows, November 30, 2012, March 31, 2013 and June 15, 2013.
 - c. The State will bill the County each quarter payments are due.
3. Timelines: This agreement must be signed and submitted to the Agency no later than November 3, 2012, to be effective for SFY 2012-2013.
4. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid health services covered by this Letter of Agreement. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.
5. The County and the State agree that any modifications to this Letter of Agreement shall be in the same form, namely the exchange of signed copies of a revised Letter of Agreement.
6. The County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the hospitals to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid activities.

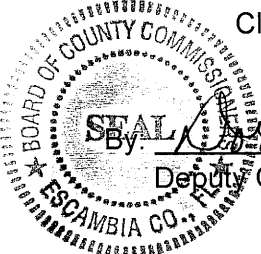
7. This Letter of Agreement is contingent upon the State Medicaid Hospital Reimbursement Plan reflecting 2012-13 legislative appropriations being approved by the federal Centers for Medicare and Medicaid Services.
8. The Agency will reconcile the difference between the amount of the IGTs used by or on behalf of individual hospitals' buybacks of their Medicaid inpatient and outpatient trend adjustments or exemptions from reimbursement limitations for SFY 2011-12 and an estimate of the actual annualized benefit derived based on actual days and units of service provided. Reconciliation amount may be incorporated into current year (SFY 2012-13) LOAs.
9. This Letter of Agreement covers the period of July 1, 2012 through June 30, 2013 and shall be terminated June 30, 2013.

IN WITNESS WHEREOF the parties have duly executed this Letter of Agreement on the day and year above first written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: *Wilson B. Robertson*
 Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
 Clerk of the Circuit Court



By: *Ernie Lee Magaha*
 Deputy Clerk

BCC APPROVED: _____

This document approved as to form and legal sufficiency.
 By: *[Signature]*
 Title: *HCF*
 Date: *10/29/12*

STATE OF FLORIDA

By: _____
 Phil Williams

Title: _____
 Assistant Deputy Secretary for Medicaid Finance
 Agency for Health Care Administration



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3468

County Administrator's Report 11. 1.

BCC Regular Meeting

Discussion

Meeting Date: 11/01/2012

Issue: Area Housing Commission Appointment

From: Larry M. Newsom, Acting County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Area Housing Commission - Larry M. Newsom, Acting County Administrator

THE RECOMMENDATION AND BACKUP WILL BE DISTRIBUTED UNDER SEPARATE COVER.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments/reappointments to Board and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3461

County Administrator's Report 11. 2.

BCC Regular Meeting

Discussion

Meeting Date: 11/01/2012

Issue: Funding for the Northwest Florida Regional Library

From: Larry M. Newsom, Acting County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Funding for the Northwest Florida Regional Library - Larry M. Newsom, Acting County Administrator

That the Board readdress and clarify the action approved by the Board on October 18, 2012, concerning funding for the Northwest Florida Regional Library, authorizing the County Administrator to reduce the Purchase Order for the City of Pensacola by the amount necessary to provide staffing to all the branches in the unincorporated areas of Escambia County at the same level as the branch in the City with the greatest operating hours. The Purchase Order was approved, in the amount of \$3,152,425, to be paid from the General Fund (001).

BACKGROUND:

On October 18, 2012, the Board approved a Purchase Order for the City of Pensacola, in the amount of \$3,152,425, and authorized the County Administrator to reduce the Purchase Order by the amount necessary to provide staffing to all the branches in the unincorporated areas of Escambia County at the same level as the branch in the City with the greatest operating hours. The Purchase Order encumbers the allocation of funds to the City of Pensacola for operation of the Northwest Florida Regional Library approved by the Board of County Commissioners on September 25, 2012.

The West Florida Public Library Board of Trustees will be meeting on November 7, 2012.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2012/2013 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of Purchase Orders exceeding \$50,000.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resume of Board Action on 10-18-2012

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Recommendation: That the Board take the following action concerning funding for the Northwest Florida Regional Library:
- A. Approve a Purchase Order for the City of Pensacola, in the amount of \$3,152,425, to be paid from the General Fund (001), Cost Center 110201, Account 58102; and
 - B. Authorize the County Administrator to reduce this Purchase Order by the amount necessary to provide staffing to all the branches in the unincorporated areas of Escambia County at the same level as the branch in the City with the greatest operating hours.

Approved 5-0

18. Recommendation: That the Board take the following action concerning approval of the Fiscal Year 2012-2013 Miscellaneous Appropriations Agreements for Outside Agencies:
- A. Approve the following six Miscellaneous Appropriations Agreements to be paid from the General Fund (001), Cost Center 110201:
 - (1) Council on Aging of West Florida, Inc. – \$38,000
 - (2) Escambia Community Clinics, Inc. – \$372,126
 - (3) Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County – \$218,500
 - (4) United Way of Escambia County, Inc. (211 Program) – \$33,250
 - (5) Pensacola's Promise, Inc., d/b/a Chain Reaction – \$19,000
 - (6) Wildlife Sanctuary of Northwest Florida, Inc. – 30,951
 - B. Authorize the Chairman to sign the Agreements and all other necessary documents; and
 - C. Authorize the approval of the necessary Purchase Orders.

Approved 5-0



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3389

County Attorney's Report 11. 1.

BCC Regular Meeting

Action

Meeting Date: 11/01/2012

Issue: Escambia County v. ATU Local Union 1395, et al. (Case No. 2011 CA 000077)

From: Charles V. Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Payment of the Order of Enforcement Entered on April 26, 2011 Requiring ATU Local 1395 to Pay the County Attorneys Fees and Costs as Ordered by the Public Employees Relations Commission (PERC).

That the Board take the following action:

A. Approve the terms of the proposed settlement agreement and authorize the Chairman to execute the attached settlement agreement; and

B. Authorize the Office of the County Attorney to move for a stay of the pending litigation until the terms of the settlement agreement can be fulfilled.

BACKGROUND:

County and Local Union 1395 are presently engaged in litigation in the Circuit Court in and for Escambia County, Florida, Case No. 2011 CA 000077, in which the County obtained an Order on April 26, 2011 granting its petition for enforcement of the PERC order which awarded the County the sum of \$29,759.05 for reimbursement of its attorneys fees and costs in defending two unfair labor practices charges, pre-judgment interest in the sum of \$2,927.92 and accruing post-order interest and court costs. The Court reserved jurisdiction to enforce the Order of Enforcement with its powers of equitable relief and contempt remedies as necessary. Since the entry of the Order of Enforcement, Local 1395 has made payment to the County in the approximate sum of \$4,310 as of August 20, 2012.

Through the Florida Rules of Civil Procedure, the County has undertaken to discover from Local 1395 whether it has any assets or income to pay the Order of Enforcement. The deposition of Michael Lowery, President/Business Agent, has been taken and he has produced on behalf of the Local 1395, financial documents showing income, assets, and debts. Based on the information obtained by the County so far, it appears that Local 1395 does not have sufficient assets on hand to pay the Order of Enforcement although it receives monthly income from dues by its members. Based on this income stream, the County moved for equitable relief requesting that the Court order that any and all dues paid by members of Local 1395 be instead paid to the County until Local 1395's obligation under the Order of Enforcement is extinguished. On August 20, 2012, the Circuit Court granted this relief.

Prior to the Court granting the County's motion, Local 1771 applied for registration pursuant to §§ 120.60 and 447.305, Fla. Stat. with PERC to register as a certified bargaining agent for certain classifications of County employees. The classifications are shown in Appendix A attached to the Settlement Agreement. As it stands now, Local 1395 represents transit employees of private employers and Local 1771 represents county employees. Both Local 1395 and Local 1771 together with the County, desire to settle and resolve all disputes and claims between and among them relating to the Order of Enforcement by agreeing that any percentage of pay raise awarded to County employees who are covered by Local 1771, which would become effective October 1, 2013, would be paid directly to the County until the Order of Enforcement is totally paid including accruing interest and court costs. Should the pay raise not be approved, then the proposed order requiring Local 1395 to pay all member dues to the County would then be entered by the Circuit Judge with Local 1395 waiving its right to appeal the order re-directing dues payment to the County.

BUDGETARY IMPACT:

None.

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved, the County Attorney's Office will move for a stay of the pending litigation and monitor the payment of any pay raise awarded to the classifications of County employees shown in Appendix A as covered by the Settlement Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Finance Administration Division of the Clerk of the Circuit Court would need to be notified to pay any pay raise approved for the County employees covered by this settlement agreement to the County until such time as the Order of Enforcement is paid in full, with credit being given to any payments made or to be made by Local 1395.

Attachments

Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into this ____ day of _____, 2012, by and between Petitioner, Escambia County, Florida, a political subdivision of the State of Florida ("County"), and Respondent, Local Union 1395, Amalgamated Transit Union, AFL-CIO, (Local 1395), an unincorporated association, and Local Union 1771, Amalgamated Transit Union, AFL-CIO (Local 1771), an incorporated association, at Pensacola, Escambia County, Florida, for the uses and purposes set out hereafter.

RECITALS

- A. County and Local 1395 are presently engaged in litigation in the Circuit Court in and for Escambia County, Florida, case number 2011 CA 000077, in which County has obtained an Order Granting its Petition for Enforcement of Public Employees Commission Final Order of January 5, 2010 (Order of Enforcement). The Order of Enforcement was entered on April 26, 2011 and requires Local 1395 to pay County the sum of \$29,759.05 together with accrued prejudgment interest and accruing post order interest and taxable costs. The Court reserved jurisdiction to enforce the Order of Enforcement with its powers of equitable relief and contempt as necessary. Since that time, as of August 20, 2012, Local 1395 has made payment to the County in the approximate sum of \$4,310.00.
- B. County moved for equitable relief and civil contempt remedies. On August 20, 2012, the Circuit Court ruled on County's Motion for Equitable Relief and Civil Contempt Remedies and granted County's request that any and all dues paid by the members of Local 1395 be directed to County until Local 1395's obligation under the Order of Enforcement is extinguished.
- C. Prior to the August 20, 2012 hearing, Local 1771 applied for registration pursuant to §§ 120.60 and 447.305, Fla. Stat. with the Public Employees Relations Commission (PERC). On July 25, 2012, PERC granted Local 1771's application for registration as the certified bargaining agent for the classifications of employees employed by the County shown in the attached Appendix A.
- D. County, Local 1395 and Local 1771 now desire finally to settle and resolve all disputes and claims between and among them relating to the Order of Enforcement and to the issues giving rise to the Litigation under the terms and conditions set forth hereafter.
- E. As the County is a public body under Florida Law, this Agreement is contingent upon approval by the Board of County Commissioners ("Board") at a regularly scheduled meeting.

- F. To effectuate such settlement and resolution, the parties have agreed to the terms and conditions of this Agreement.

AGREEMENT

Now, therefore, the parties do hereby agree as follows:

1. Each and all of the recitals set forth above are true and correct, and are incorporated herein by reference.
2. Local 1771 shall pay to County all sums owed by Local 1395 pursuant to the Order of Enforcement by paying to County any percentage of a pay raise (e.g. 2%) approved by the Board effective October 1, 2013 and awarded to all classifications of County employees shown in Appendix A who are covered by Local 1771 as their certified bargaining agent for such time as the obligations of Local 1395 are extinguished in full. The litigation between County and Local 1395 shall be stayed by order of court to allow this settlement agreement to either be fulfilled by the terms of this paragraph or rendered null and void upon the happening of the events as described in paragraph 4 below.
3. Upon satisfaction of Local 1395's obligation by Local 1771 through the payment to County of its members' percentage of pay raise, the parties hereto shall, through their counsel, or, if unrepresented, by authorized representatives, stipulate or take such other actions as may be appropriate to effect a dismissal with prejudice of the litigation, with each party bearing its own costs, expenses, and attorneys' fees.
4. Should the Board not approve a pay raise for all employees covered by Local 1771 for the classifications shown in Appendix A, then the attached proposed order requiring Local 1395 to re-direct its dues to County shall be entered by the Court without opposition or appeal by Local 1395 and without opposition or intervention by Local 1771.
5. Each party hereto specifically represents to the other that its current counsel of record is authorized to execute such stipulations, motions or other documents reasonably required to effect this settlement. If unrepresented, each party agrees and represents that it has authority to execute all documents reasonable required to effectuate settlement.
6. The scope of the settlement provisions in the following paragraphs is strictly limited to the matters which arise out of or relate to the Litigation or Order of Enforcement. Nothing in this Agreement or any provision hereof shall affect, for example, any obligations of the County, Local 1395, or Local 1771 as to any collective bargaining agreements, negotiations, labor regulations or laws.

7. For purposes of the following paragraph, "party" or "parties" includes the officers, directors, shareholders, members, employees, agents, administrators, insurers, sureties, and their predecessors in interest, successors, assigns, and attorneys in fact or at law of each named party hereto.

8. Time is of the essence in this Agreement, and this Agreement shall be governed by the law of the State of Florida.

9. It is expressly understood and agreed by all parties that this Agreement is intended to resolve issues and claims which are disputed, and neither the execution of this Agreement, nor statements made in connection with this resolution of these disputed claims and issues, are to be considered admissions of liability.

10. Each party to this Agreement hereby declares that they have read this Agreement in its entirety, and have received advice of its counsel or had the opportunity to do so with respect thereto, and that such parties fully understand all terms of this Agreement and voluntarily accept such terms for the purpose of making a full and final compromise, adjustment and settlement of their claims against each other in the aforesaid Litigation and related claims and for the express purpose of precluding forever any further or additional claims arising out of, in connection with, or in any way related to the referenced Litigation, other than as set forth herein.

11. Each party to this Agreement hereby stipulates, covenants and agrees that each and every term of this Agreement was fully negotiated and agreed to by the parties hereto, and consequently neither this Agreement nor any provision hereof shall be construed in favor of or against either of the parties.

12. Subject to the provisions of Recital E, and paragraph 5, each party to this Agreement further stipulates, covenants, represents and agrees that the persons executing this Agreement on behalf of any party are fully vested with all required authority to execute this Agreement and make it fully binding on the party on whose behalf they are executing this Agreement, and that all requisite actions have been duly taken to bestow such authority.

13. In making this Agreement, no party is relying upon any representations (whether affirmative or negative, actual or implied, or spoken, written, or inferred from silence) made by the other parties or their representatives, agents, employees, or attorneys, except as such representations may be contained in this Agreement, and only to the extent that such representations are expressly and affirmatively stated herein. All prior statements, discussions, negotiations, offers, and counteroffers are merged herein.

IN WITNESS WHEREOF, the parties have set their respective hands and seals hereto, on the date above first written.

Charles R. Nigh
Witness

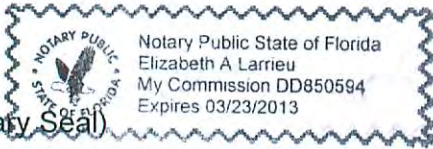
Local Union 1395, Amalgamated Transit Union, AFL-CIO

Michael A. Lowery
By: Michael Lowery, President/Business Agent

Elizabeth A. Larrieu
Witness

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of October, 2012, by Michael Lowery, President/Business Agent of Local Union 1395, Amalgamated Transit Union, AFL-CIO who () is personally known to me, (X) produced current FL Driver's License as identification.



(Notary Seal)

Elizabeth A. Larrieu
Signature of Notary Public
Elizabeth A. Larrieu
Printed Name of Notary Public

Charles R. Nigh
Witness

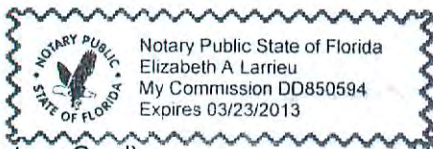
Local Union 1771, Amalgamated Transit Union, AFL-CIO

Charles R. Nigh
By: Bobby Nigh, President/Business Agent

Elizabeth A. Larrieu
Witness

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of October, 2012, by Charles R. Nigh, President/Business Agent of Local Union 1771, Amalgamated Transit Union, AFL-CIO who () is personally known to me, (X) produced current FL Driver's License as identification.



(Notary Seal)

Elizabeth A. Larrieu
Signature of Notary Public
Elizabeth A. Larrieu
Printed Name of Notary Public

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

By: Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.

By

Title

Date

Charles Peppel
Deputy County Atty
10-15-12

**APPENDIX A
RECOMMENDED BARGAINING UNIT MEMBERSHIP
BY BUREAU/DIVISION**

PUBLIC WORKS BUREAU, FACILITIES MANAGEMENT DIVISION

Former Classification		New Classification
Custodial Worker I Custodial Worker II		Custodial Worker
A/C & Refrigeration Mechanic II Cabinetmaker Electrician II Electronics Technician Lead Electronics Technician Maintenance Mechanic I Maintenance Mechanic II Painter II Plumber II		Maintenance Technician
Maintenance Worker II Painter I		Maintenance Worker
Storekeeper/Warehouse Tech I Storekeeper/Warehouse Tech II		Storekeeper/Warehouse Tech

PUBLIC WORKS BUREAU, MOSQUITO CONTROL DIVISION

Former Classification		New Classification
Lead Equipment Mechanic		Fleet Maintenance Technician
Pest Control Technician I Pest Control Technician II		Mosquito Control Technician

PUBLIC WORKS BUREAU, PARKS/MARINE DIVISION

Former Classification		New Classification
Maintenance Mechanic I Maintenance Mechanic II		Maintenance Technician
Maintenance Worker II		Maintenance Worker

PUBLIC WORKS BUREAU, ROAD DIVISION

Former Classification		New Classification
Equipment Operator II		Equipment Operator II
Equipment Operator III		Equipment Operator III
Equipment Operator IV		Equipment Operator IV
Welder		Fleet Maintenance Specialist
Heavy Equipment Mechanic		Fleet Maintenance Technician
Automotive Equipment Mechanic		Fleet Maintenance Worker
Automotive Service Worker		
Fuel Distribution Technician		Fuel Distribution Assistant
Carpenter I		Road Construction Specialist
Carpenter II		
Road Sign Technician		
Storekeeper/Warehouse Tech I		Storekeeper/Warehouse Tech
Storekeeper/Warehouse Tech II		

NEIGHBORHOOD COMMUNITY SVCS BUREAU, SOLID WASTE DIVISION

Former Classification		New Classification
Equipment Operator II		Equipment Operator II
Equipment Operator III		Equipment Operator III
Equipment Operator IV		Equipment Operator IV
Heavy Equipment Mechanic		Fleet Maintenance Technician
Landfill Service Worker		Landfill Service Worker

NEIGHBORHOOD COMMUNITY SVCS BUREAU, PARKS PROGRAMS DIVISION

Former Classification		New Classification
Maintenance Mechanic I		Maintenance Technician
Maintenance Mechanic II		
Maintenance Worker II		Maintenance Worker

IN THE CIRCUIT COURT OF
THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA, a
political subdivision of the State of Florida,

Petitioner,

v.

LOCAL UNION 1395, AMALGAMATED
TRANSIT UNION, AFL-CIO,

Respondent.

Case No.: 2011 CA 000077
Division: J

ORDER GRANTING MOTION FOR EQUITABLE RELIEF

Upon the motion of Petitioner, Escambia County, Florida's (County) Motion for Equitable Relief and Civil Contempt Remedies and the Court having held an evidentiary hearing on August 20, 2012 and heard argument of counsel for Escambia County and testimony by Michael Lowery, President/Business Agent of Local Union 1395 Amalgamated Transit Union, AFL-CIO (Local 1395), the Court grants the following relief:

1. On April 26, 2011, the Court entered an Order granting Petition for Enforcement of Public Employees Relations Commission Final Order (hereinafter Order of Enforcement) which provided that the County is entitled to permanent equitable relief to require Local Union 1395 to pay in full the PERC Order of January 5, 2010, in the sum of \$29,759.05 with interest accruing since September 29, 2009, including taxable costs in the sum of \$553.00. The Court's grant of permanent equitable relief to the County was made pursuant to the statutory authority of Section 120.69 (2), Fla. Stat. In addition, a petition for enforcement may be enforced by the contempt powers of the

Court pursuant to the authority of *Town of Pembroke Park v. State, ex rel. Healy*, 446 So. 2d 198 (Fla. 4th DCA 1984).

2. Michael Lowery, President and Business Agent of Local 1395, testified that there are no or limited assets which can be used to satisfy the Order of Enforcement. The Local has made certain payments of approximately \$300 per month which totaled as of August 20, 2012, in the sum of \$4,310.

3. As the Court has the power to grant equitable relief and enforce the Order of Enforcement, the Court orders that all dues owed by members of Respondent, Local 1395, shall be henceforth paid to County until such time as all financial obligations imposed on Local 1395 by the Order of Enforcement are satisfied.

4. The Court reserves jurisdiction to enforce this Order by means of further equitable relief and any contempt remedies at its disposal upon appropriate motion and notice.

DONE AND ORDERED in Chambers, Pensacola, Escambia County, Florida this _____ day of _____, 2013.

Honorable Ross M. Goodman, Circuit Court Judge

cc: Charles V. Peppler, Deputy County Attorney
Michael A. Lowery, President/Business Agent



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3439

County Attorney's Report 11. 2.

BCC Regular Meeting

Action

Meeting Date: 11/01/2012

Issue: Schedule a Public Hearing to Consider Amending the Nuisance Abatement MSBU Ordinance

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing on November 15, 2012, at 5:36 p.m., for Consideration of Amending the Nuisance Abatement Municipal Services Benefit Unit Ordinance.

That the Board authorize scheduling a Public Hearing on November 15, 2012, at 5:36 p.m., for consideration of amending the nuisance abatement municipal services benefit unit ordinance.

BACKGROUND:

Through Section 42-164 of its Code of Ordinances, the Board has established an expedited summary abatement procedure for certain nuisance-based code violations. If a property owner fails to abate violations within a certain time frame, Escambia County abates the violations and records the abatement costs as a lien on the property. Escambia County has experienced difficulty in recovering these costs, particularly in cases involving homesteaded property. The proposed ordinance establishes a County-wide municipal services benefit unit (MSBU) that authorizes Escambia County to impose a special assessment on those properties benefiting from Escambia County summary nuisance abatement efforts. The special assessment shall be equal to the actual summary nuisance abatement costs and shall be levied only on the parcel receiving the benefit of summary nuisance abatement. Escambia County shall take the necessary steps to collect this special assessment through the uniform collection method, and the special assessment shall have priority against other liens (other than for ad valorem taxes) and shall be recoverable against homesteaded property.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Ordinance prepared by Ryan E. Ross, Assistant County Attorney

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3460

County Attorney's Report 11. 1.

BCC Regular Meeting

Discussion

Meeting Date: 11/01/2012

Issue: County Administrator's Position

From: Alison P. Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the County Administrator's Position

That the Board discuss whether it wishes to take any action concerning the County Administrator's position.

BACKGROUND:

Effective October 18, 2012, Larry M. Newsom is serving as the Acting County Administrator. (Resume attached.) The Board indicated it may wish to address the issue of an Interim County Administrator and search at the November 1, 2012 regular meeting.

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

Resume 10/18/2012

RESUME OF THE REGULAR BCC MEETING – Continued

COUNTY ATTORNEY'S REPORT – Continued

II. FOR DISCUSSION



1. Recommendation: That the Board accept written evaluations from each Commissioner and hold a public evaluation of Mr. Charles R. "Randy" Oliver, the County Administrator.

Failed 2-3, with Commissioner Robinson and Commissioner Young voting "yes," to retain Mr. Oliver as County Administrator for the remaining year of his Contract

Approved 4-1, with Commissioner Robinson voting "no," that Mr. Oliver will be on terminal leave from October 19, 2012, through November 2, 2012

Approved 3-2, with Commissioner Robinson and Commissioner Young voting "no," that Larry M. Newsom, Assistant County Administrator, will be totally in charge for the next several weeks until the next Board Meeting, as Acting County Administrator, and, at that point in time, the Board will appoint an Interim Administrator and (*initiate a*) search for a permanent Administrator

Speaker(s):

James C. Nims, Jr.
Dottie Dubuisson
Antonio Lee

ITEMS ADDED TO THE AGENDA – COMMISSIONER GROVER C. ROBINSON IV

1. Recommendation: That the Board authorize the scheduling of a Public Hearing for November 15, 2012, at 5:35 p.m., to evaluate and discuss funding for the library system, as well as the status of the currently held Agreement between the City of Pensacola and Escambia County.

Approved 5-0

2. Recommendation: That the Board adopt the Proclamation to be presented to Private First Class Matthew Morgan in appreciation for his assistance to 11-year old Ben Baltz of Valparaiso, Florida, during the 2012 Sea Turtle Tri Kids' Triathlon held on Pensacola Beach on October 7, 2012, while participating as a volunteer at the Triathlon.

Approved 5-0