

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 – January 3, 2013 – 5:30 p.m.  
Governmental Complex – First Floor

1. Call to Order.

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

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

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

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

5. Commissioners' Forum.

6. Proclamations.

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

A. Adopt the Proclamation commending and congratulating the players and coaches of the 2012 Northview High School Chiefs football team for attaining the standards of excellence necessary to win the Florida State Class 1A Football Championship;

B. Adopt the Proclamation joining other cities and counties throughout the State of Florida in proclaiming the third Friday of January 2013 as "Arbor Day";

C. Adopt the Proclamation commending Mr. Darryl Boudreau for his exemplary public service, his dedication to protecting our environment, and his contribution to improving the quality of life for the citizens of Escambia County.

D. Ratify the Proclamation dated December 3, 2012, extending appreciation to Ms. Fernetta Jernigan for her 14 years of dedicated service to the citizens of Escambia County and congratulating her on her retirement years; and

E. Ratify the Proclamation dated December 12, 2012, proclaiming Wednesday, December 12, 2012, as "Charles Edward Young Day" in Escambia County.

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

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

8. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance amending Ordinance Number 2012-8, adopting two Official County Logos.

Recommendation: That the Board adopt an Ordinance amending Ordinance Number 2012-8, Chapter 2, Article I, Section 2-1, of the Escambia County Code of Ordinances, adopting an official County Logo to reflect the County's current logos, the circular Escambia County logo, and the horizontal "my escambia" logo.

9. Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the December 11, 2012, C/W Workshop, recommends that the Board take the following action:

A. Take the following action concerning the Time Line for Hiring the County Administrator (*C/W Item 4*):

(1) Approve that the recruitment process will be handled in-house, and authorize a (*recruitment*) start date of January 3, 2013; and

(2) Approve advertising the pay grade salary range for the position of County Administrator and an expected salary range of \$123,000.00 (*\$123,779.39*) to \$150,000.00, and "shoot for the May-June time frame";

B. Take the following action concerning the RESTORE Act Advisory Committee (*C/W Item 5*):

(1) Approve allowing Commissioner Robinson to run for Chairman of the State's 23-County Gulf Consortium; and

(2) Approve a nine-member RESTORE Act Advisory Committee consisting of the following individuals:

(a) A representative of the financial industry with five (5) or more years experience, to be appointed by Commissioner Barry

(b) A business leader with five (5) or more years of economic development experience, to be appointed by Commissioner Valentino

(c) An individual with five (5) or more years of complex governmental experience, to be appointed by Commissioner Robinson

(d) An individual with five (5) or more years of experience in the area of transportation, to be appointed by Commissioner Robertson

(e) An at-large citizen representative, to be appointed by Commissioner May

(f) An individual appointed by the City of Pensacola

(g) An individual representing local environmental advocacy groups

(h) Two individuals to be selected by the Board from applications to be brought forward by the County Administrator and Assistant County Administrator

C. Approve allocating \$1.4 million (*from rebates on the County's health insurance contract as a result of surpassing cost control benchmarks*) for the Board and (*approve*) a \$500,000 opportunity for the Sheriff's Office (*Option 3, as outlined in the PowerPoint Presentation*), and approve placing \$1 million in reserves for next year's insurance costs (*C/W Item 7*); and

D. Approve the following changes to the Chairman's annual appointments to Boards and Committees (*Add-on Item #1*):

(1) Commissioner Valentino will replace Commissioner May on the West

Florida Regional Planning Council

(2) Commissioner Barry will replace Commissioner Robinson on the Early Learning Coalition and the Northwest Florida Regional Transportation Planning Organization

(3) Commissioner Robinson will replace Commissioner Barry on the Downtown Improvement Board

(4) Commissioner May will replace Commissioner Robinson on the Community Drug and Alcohol Commission

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

A. The following two Payroll Expenditures:

(1) Pay Date December 7, 2012, in the amount of \$2,189,906.85; and

(2) Pay Date December 21, 2012, in the amount of \$2,121,993.47;

B. The following three Disbursement of Funds:

(1) November 29, 2012, to December 5, 2012, in the amount of \$24,185,108.46;

(2) December 6, 2012, to December 12, 2012, in the amount of \$3,247,960.97; and

(3) December 13, 2012, to December 19, 2012, in the amount of \$54,852,897.42;

C. Tourist Development Tax Collections Data for October 2012 returns received in the month of November 2012; this is the second month of collection for Fiscal Year 2012-2013; total collected for the October 2012 returns was \$433,597, which is a 6.77% increase over the October 2011 returns;

D. Investment Report for the month ended November 30, 2012, as required by Ordinance Number 95-13; and

E. The following three Budget Comparison Reports for two (2) months, or 16.67%, of Fiscal Year 2012-2013:

(1) Summarized, by fund, *Budget to Actual Summary Report For the fiscal year 2013 as of November 30, 2012*;

(2) *Comparison of Actual Revenues & Expenditures to Prior Fiscal Year For the fiscal year 2013 as of November 30, 2012*; and

(3) *Graph of Two Year Comparison General Fund Only Revenues vs. Expenditures October through November.*

2. Recommendation Concerning Approval of the Public Official Bond for the Honorable David Morgan, Sheriff

That the Board approve the Public Official Bond, underwritten by Western Surety Company, for the Honorable David Morgan, Sheriff, for a term beginning January 7, 2013, and ending January 7, 2017, Bond No. 71339384, in the amount of \$25,000.

3. Recommendation Concerning Financial Statements for Pensacola-Escambia County Promotion and Development Commission, Santa Rosa Island Authority, and Escambia-Pensacola Human Relations Commission

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

A. *The Pensacola-Escambia County Promotion and Development Commission Pensacola, Florida, Financial Statements September 30, 2012*, as prepared and audited by Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants, and received in the Clerk to the Board's Office on December 17, 2012;

B. *The Santa Rosa Island Authority, A Component Unit of Escambia County, Florida, Financial Statements and Supplementary Information September 30, 2012 and 2011*, as prepared and audited by Carr, Riggs & Ingram, LLC, Certified Public Accountants and Advisors, and received in the Clerk to the Board's Office on December 17, 2012; and

C. *The Financial Statements Escambia-Pensacola Human Relations Commission September 30, 2012 and 2011*, as prepared and audited by Brown Thornton ♦ Pacenta & Company, P.A., Certified Public Accountants Business & Financial Consultants, and received in the Clerk to the Board's Office on December 20, 2012.

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

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

A. The original recorded *Residential Rehab Grant Program Lien Agreement* for property located at 402 Frisco Road, owned by Lee Anne Winchester, as approved by the Board on January 20, 2011, and recorded in Official Records Book 6942, Pages 1652 and 1653, on December 4, 2012; and

B. Closing documents related to the sale of surplus property, located at 307 East Blount Street, to Marlin Mueller, Jr., as approved by the Board on October 21, 2010, and received in the Clerk to the Board's Office on December 14, 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 Special Board Meeting held December 20, 2012;

B. Approve the Minutes of the Regular Board Meeting held December 6, 2012;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held December 6, 2012; and

D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held December 11, 2012.

## GROWTH MANAGEMENT REPORT

### I. Public Hearings

#### 1. Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on December 10, 2012

That the Board take the following action concerning the Rezoning Cases heard by the Planning Board on December 10, 2012:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2012-28, Z-2012-29, Z-2012-26, and Z-2012-09 or remand the cases back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the Rezoning Cases that were reviewed.

<b>1. Case No.:</b>	<b>Z-2012-28</b>
Address:	6125 Arthur Brown Rd.
Property Reference No.:	11-4N-33-4100-000-000
Property Size:	9.69 (+/-) acres
From:	VAG-1, Villages Agriculture, Gross Density (five dwelling units per 100 acres on one-acre parcels)
To:	ID-2, General Industrial District (non-cumulative)
FLU Category:	AG, Agricultural
Commissioner District:	5
Requested by:	Neal Bjorklund, Agent for Genesis Rail System
Planning Board Recommendation:	Approval
Speakers:	Neal Bjorklund

<b>2. Case No.:</b>	<b>Z-2012-29</b>
Address:	4810 West Nine Mile Rd.
Property Reference:	04-1S-31-1101-000-000
Property Size:	241.9 (+/-) acres
From:	AG, Agricultural District, Low Density



To: ID-CP, Commerce Park District  
(cumulative) (no residential uses  
allowed)

FLU Category: REC, Recreation

Commissioner District: 1

Requested by: Michael Langston, PE, agent for  
Navy Federal Credit Union

Planning Board  
Recommendation: Approval

Speakers: None

**3. Case No.:**

**Z-2012-26**

Address: 85 Stone Blvd.

Property Reference: 14-1N-31-1001-007-002

Property Size: 9.93 (+/-) 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 O'Neill

Planning Board  
Recommendation: Approval

Speakers: None

**4. Case No.:**

**Z-2012-09**

Address: 2006 Border St.

Property Reference: 16-2S-30-2300-001-023

Property Size: 2.23 (+/-) acres

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

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

FLU Category: MU-U, Mixed-Use Urban

Commissioner District:	3
Requested by:	Wiley C. "Buddy" Page, Agent for Rick Evans Contracting
Planning Board Recommendation:	Approval
Speakers:	None

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on December 10, 2012, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Transmittal of Comprehensive Plan Amendment (CPA) 2012-04 (MAP) to the Department of Economic Opportunity (DEO)

That the Board of County Commissioners (BCC) approve for transmittal to the Department of Economic Opportunity (DEO), Comprehensive Plan Amendment (CPA) 2012-04 (Map), 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.

At its December 10, 2012, Meeting, the Planning Board recommended approving transmittal of the Map Amendment to the DEO.

4. 5:47 p.m. - A Public Hearing Concerning Transmittal of Comprehensive Plan Amendment (CPA) Text Amendment CPA 2012-07 to the Department of Economic Opportunity (DEO)

That the Board of County Commissioners (BCC) approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Escambia County Comprehensive Plan 2030 consistent with Chapter 2011-139, Laws of Florida; removing the requirement to submit an annual update of the Capital Improvements Element (CIE) to the State Planning Agency.

At its December 10, 2012, Meeting, the Planning Board recommended approving transmittal of the Ordinance to the DEO.

5. 5:49 p.m. - A Public Hearing Concerning the Review of Comprehensive Plan Amendment (CPA) 2012-02.

That the Board of County Commissioners (BCC) review and adopt a Comprehensive Plan Amendment (CPA) 2012-02, 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.

At the August 13, 2012, Planning Board Meeting, the Board recommended transmittal to the Department of Economic Opportunity (DEO). The Board of County Commissioners approved transmittal at the August 23, 2012, Meeting. On September 28, 2012, the County received a letter from DEO identifying no comments related to important state resources and facilities within the Agency's authorizes scope of review.

## II. Consent Agenda

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

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

#### **Thursday, February 7, 2013**

A. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Case to be heard by the Planning Board on January 7, 2013:

<b>Case No.:</b>	<b>Z-2012-25</b>
Address:	7008 W. Jackson & 617 N. 70th
Property Reference No.:	11-2S-31-5410-000-000 and 11-2S-31-5410-001-001
Property Size:	.52 (+/-) acres
From:	R-2, Single-Family District (cumulative), Low-Medium (7 du/acre)
To:	R-6, Neighborhood Commercial and Residential District (cumulative), High-Density (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District	1
Requested by:	Wiley C. "Buddy" Page, Agent for Freddy Powell

B. 5:46 p.m. - A Public Hearing - LDC Ordinance Article 13, "Signage," Regulation of Signs and Outdoor Displays (originally consented for Public Hearing on January 3, 2013, but postponed by the Planning Board at the request of the Paolo Ghio, at the December 10, 2012, Planning Board Meeting for further review at the January Planning Board Meeting).

C. 5:47 p.m. - A Public Hearing - Adopting Comprehensive Plan Amendment (CPA) 2012-06 (Text) - An Ordinance amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan 2030, as amended; amending Future Land Use Element MU-PK.

## COUNTY ADMINISTRATOR'S REPORT

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Surplus and Disposition of County Assets - Amy Lovoy, Management and Budget Services Department Director

That the Board declare surplus, and authorize the disposition of, all the assets shown in the Escambia County Surplus Items listing provided. All assets listed will have a \$250 trade-in value for upgraded units.

2. Recommendation Concerning a Public Hearing Request for Fund Balance Carry Forwards - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on January 17, 2013, at 5:32 p.m., to amend the Fiscal Year 2012/2013 Budget to include the fund balance carry forwards.

3. Recommendation Concerning a Request to Schedule a Public Hearing to Establish the Water Oaks Drainage Improvement MSBU - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on January 17, 2013, at 5:33 p.m., to consider the adoption of an Ordinance creating the Water Oaks Drainage Improvement MSBU (Municipal Services Benefit Unit).

4. Recommendation Concerning a Reappointment to the West Florida Public Library Board of Trustees - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve the reappointment of Dr. Neil Carter Davis to the West Florida Public Library Board of Trustees, effective per the end date of his previous appointment, November 21, 2012, through the anticipated Board of Trustees sunset date of September 30, 2013.

5. Recommendation Concerning the District 5 Appointment to the Escambia County Animal Services Advisory Committee - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointment of Linda L. Lambert as the District 5 representative to the Escambia County Animal Services Advisory Committee, with the term of appointment to begin January 3, 2013, and run concurrent with the term of Commissioner Steven L. Barry or at his discretion.

6. Recommendation Concerning the County's Acceptance of Property on Olive Road and on Mobile Highway from the Florida Department of Transportation - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the County's acceptance of property for retention pond purposes on Olive Road, and property for a boat ramp project on Mobile Highway, from the Florida Department of Transportation (FDOT):

A. Accept the transfer of real property from FDOT for retention pond purposes on Olive Road;

B. Accept the transfer of real property from FDOT for a boat ramp project on Mobile Highway;

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

D. Authorize the Chairman or Vice Chairman to sign any documents, subject to Legal review and sign-off, necessary to complete the acceptance of these properties.

[Funds for the recording of documents for these projects are available in the Engineering Escrow Account accessible by the Clerk's office]

The County's Olive Road East Project, a road and drainage improvement project, is currently in design. The County has an existing retention pond located near the intersection of Olive Road and Johnson Avenue; FDOT owns a vacant 3.5 acre parcel adjacent to the County pond parcel. Because the design for this project indicates the need for additional stormwater capacity in this area, at the County's request, FDOT has agreed to convey this property to the County and have provided a Quit Claim Deed to convey this parcel.

The County also recently acquired property on Mobile Highway at Perdido River for a public boat ramp project. After acquiring the property, it was discovered that FDOT actually owned more right-of-way on Mobile Highway than previously thought. At the County's request, FDOT has agreed to convey to the County the portion of the Mobile Highway right-of-way (approximately 1.044 acres) abutting the recently acquired County property. FDOT has provided a Quit Claim Deed to convey this property.

Board acceptance is required for the conveyance of these properties to the County.

7. Recommendation Concerning the Adoption of a Maintenance Map for a Portion of 69th Avenue in the Myrtle Grove Area - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the adoption of a Maintenance Map for a portion of 69th Avenue in the Myrtle Grove area, totaling approximately 4,000 feet in length:

A. Adopt a Maintenance Map prepared by Merrill Parker Shaw, Inc., Project Number 4489, for a portion of 69th Avenue, approximately 4,000 feet in length, lying between Lillian Highway and Fairfield Drive. This Map delineates the extent of County Maintenance to define County property in areas where the County maintains roads without having deeded right-of-way;

B. Approve said areas shown on the Map for continued maintenance, pursuant to Florida Statutes, Chapter 95.361; and

C. Authorize the Chairman or Vice Chairman to accept the Map as of the day of delivery of the Map to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute the Map for recording at that time.

The County has maintained a portion of 69th Avenue in the Myrtle Grove area, totaling approximately 4,000 feet in length, as depicted on the Map.

Chapter 95.361, Florida Statutes, asserts public ownership of certain rights-of-way maintained by the County. The Statute "Roads Presumed to be Dedicated" contains three key qualifications, any of which may provide Public ownership of the subject roads: (1) four years of uninterrupted maintenance, together with proof that the County originally constructed the road; (2) proof that the road was regularly maintained or repaired for the immediate past seven years by the County; or (3) a Map filed in the office of the Clerk of Court reciting that the road has been vested in the County in accordance with either items (1) or (2) above.

Map numbered 4489, Sheets 1 and 2, depicting the extent of County Maintenance, was produced under the supervision of the County Engineer. By signing the Map, the road Maintenance Supervisor has certified that the County has maintained the road for more than the required seven years, and that the extent of maintenance shown is accurate. Based upon archived records and personal experience, Road Division staff acknowledges continuous maintenance for over seven years.

Upon approval by the Board, the Clerk of Court will file the Map in the Public Records, as described in Florida Statutes, Chapter 95.361.

8. Recommendation Concerning an Appointment to the Escambia County Extension Council - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning an appointment to the Escambia County Extension Council:

A. Appoint Larry A. Daniel, replacing Julie Boutwell, for Mrs. Boutwell's remaining term of service, effective January 3, 2013, through November 30, 2014:

<u>ZONE</u>	<u>NAME AND ADDRESS</u>
6	Larry A. Daniel, 1504 Hunters Creek Dr., Cantonment, FL 32533

B. Request that the County Administrator's Office provide a letter of appointment to Larry A. Daniel and a letter of appreciation to Julie Boutwell.

9. Recommendation Concerning an Alabama Medicaid Provider Agreement for Escambia County Emergency Medical Services - Michael D. Weaver, Public Safety Department Director

That the Board ratify the Chairman's signature on the Provider Agreement as a condition for Escambia County Board of County Commissioners/Escambia County EMS (Emergency Medical Services) to continue to participate as a Provider under the Alabama Medicaid Program with the provision that any litigation concerning any part of the Agreement shall be conducted in either the Circuit Court of Montgomery County, Alabama, or the United States District Court for the Middle District of Alabama, Northern Division.

10. Recommendation Concerning South Palafox Properties, LLC, d/b/a Rolling Hills C&D Recycling Center Permit Renewal - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the scheduling of a Public Hearing for January 17, 2013, at 5:34 p.m., for consideration of the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility, for South Palafox Properties, LLC, d/b/a Rolling Hills C&D Recycling Center, located at 6990 Rolling Hills Road, Pensacola, Florida.

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



11. Recommendation Concerning the Sand & Dirt, Inc., d/b/a Brickton Borrow Pit /LCD Facility Permit - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the scheduling of a Public Hearing for January 17, 2013, at 5:35 p.m., for consideration of the issuance of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility, for Sand & Dirt, Inc., d/b/a Brickton Borrow Pit/LCD Facility, located at 8800 North Highway 29, Molino, Florida.

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

12. Recommendation Concerning the District 5 Appointment to the Mass Transit Advisory Committee - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the District 5 appointee to the Escambia County Mass Transit Advisory Committee (MTAC):

A. Confirm the appointment of Jonathan Michael Pytynia as the District 5 representative to the Escambia County Mass Transit Advisory Committee, with an appointment term effective January 3, 2013, and running concurrently with the term of Commissioner Steven L. Barry; and

B. Request that the County Administrator's Office provide a letter of appointment to Jonathan Michael Pytynia and a letter of appreciation to Jeffery S. Overhalser for his service.

The previous District 5 representative, Jeffery S. Overhalser, resigned his appointment. Jonathan Michael Pytynia has submitted his Resume expressing interest in the appointment to serve on the Escambia County Mass Transit Advisory Committee.

13. Recommendation Concerning the Request for Disposition of County Property for the Office of the Public Defender - David Lambert, MIS Director

That the Board approve the Request for Disposition of Property Form, for the Public Defender's Office, for equipment which is described and listed on the Disposition Form. The listed items are obsolete, are in excess, and have been found to be of no further usefulness to the County.

14. Recommendation Concerning Renaming the Escambia County Governmental Complex - George Touart, Interim County Administrator

That the Board take the following action concerning the renaming of the Escambia County Governmental Complex:

A. Rescind the Board's action of October 18, 2012, adopting the Resolution (R2012-149) naming the Escambia County Governmental Complex as the "Ernie Lee Magaha Building"; and

B. Adopt the Resolution renaming the Escambia County Governmental Complex as the "Ernie Lee Magaha Government Building".

15. Recommendation Concerning a Commissioner Appointment to the Community Action Program Committee, Inc. - George Touart, Interim County Administrator

That the Board confirm Chairman Gene M. Valentino's annual appointment of Commissioner Lumon J. May to the Community Action Program Committee, Inc., for 2013.

## II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #051 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #051, General Fund (001) and Economic Development Fund (102) in the amount of \$297,000, to recognize an increase in funding for Economic Development and the Sheriff's Fiscal Year 2012-2013 Budget, and to appropriate these funds for Economic Development and Law Enforcement activities in Escambia County.

2. Recommendation Concerning Supplemental Budget Amendment #058 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #058, Other Grants and Projects Fund (110) for a reduction in the amount of \$1,612, and to reduce the Cost Center balance in the Supplemental Nutrition Assistance Program Grant, since the actual Grant amount was less than budgeted.

3. Recommendation Concerning Architect & Engineering Services for the New Escambia County 4-H Center - Amy Lovoy, Management and Budget Services Department Director

That the Board Award a Lump Sum Contract to Hernandez Calhoun Design International, per the terms and conditions of PD 12-13.003, Architect & Engineering Services for New Escambia County 4-H Center, in the amount of \$170,000.

[Funding: Fund 352, LOST III, Cost Center 110267, Project Number 12PF1675]

4. Recommendation Concerning Approval of the Fiscal Year 2012/2013 \$50,000 Miscellaneous Appropriations Agreement between Escambia County and the Pensacola Sports Association, Inc. - 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 Agreement between Escambia County and the Pensacola Sports Association, Inc.:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and the Pensacola Sports Association, Inc., in the amount of \$50,000, to be paid from the 3rd Cent Tourist Promotion Fund (108), Cost Center 360101;

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

C. Authorize the approval of the necessary Purchase Order.

5. Recommendation Concerning the Acceptance of Property in the Magnolia Lake Estates Area from U.I.L. Family Limited Partnership - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a parcel of real property in the Magnolia Lake Estates area from U.I.L. Family Limited Partnership:

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 3.86 acres), in the Magnolia Lake Estates area from U.I.L. Family Limited Partnership, to gather information and to conduct inspections, as needed, to allow for 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, and the County benefits from the acquisition of this property because it facilitates the maintenance of the stormwater drainage system in this area, which enhances the health 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]

U.I.L. Family Limited Partnership is the owner of a parcel of property (approximately 3.86 acres) located north of Magnolia Lake Estates and east of Chemstrand Road. The property is undeveloped and abuts other County retention pond parcels, is impacted by wetlands, and the owner has no interest in pursuing development of this property. The owner has offered to donate this property to the County.

County staff has reviewed this request and determined that there may be a future benefit to the County to own this property, either for stormwater drainage purposes or wetland mitigation, 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.

6. Recommendation Concerning Issuance of a Purchase Order to Medical Priority Consultants, Inc., (d/b/a Priority Dispatch/Protocol Support), for Emergency Fire Call-Taking Software - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of a Purchase Order to Medical Priority Consultants, Inc., (d/b/a Priority Dispatch/Protocol Support), in the amount of \$58,454, for the purchase of emergency fire call-taking (Emergency Fire Dispatch Protocol) software, annual maintenance for one year, and training for 30 employees.

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

7. Recommendation Concerning Collections Services for Escambia County Public Safety EMS - Michael D. Weaver, Public Safety Department Director

That the Board extend the Contract for Collections Services for Escambia County Public Safety EMS (Emergency Medical Services), PD 08-09.014, for a 12-month period, effective February 5, 2013, to United Collection Service, Inc., under the current terms and conditions.

[Funding Source: Fund 408, Emergency Medical Service, Cost Center 330603, EMS Billing Business Ops, Object Code 53401]

8. Recommendation Concerning a Purchase Order for Accela Land Records Management Software Maintenance - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve and authorize a Purchase Order, in the amount of \$124,888.53, to Accela, Inc., for proprietary annual software maintenance for Escambia County.

[Funding: Fund 001, General Fund, Cost Center 270109, IT Applications - \$62,444.26, and Fund 406, Building Inspections Fund, Cost Center 250101, Permitting - \$62,444.27]

9. Recommendation Concerning Supplemental Budget Amendment #52 and the Payment of Legal Fees - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning Supplemental Budget Amendment #52 and the payment of legal fees associated with the Portofino Valuation Lawsuit:

A. Adopt the Resolution approving Supplemental Budget Amendment #52, General Fund (001) and the Debt Service Fund (203) in the amount of \$0, to eliminate the payment back to the Santa Rosa Island Authority (SRIA), for the Commercial Leaseholders Economic Incentive Fund, in the amount of \$216,666, and to utilize the funds freed up for the payment of legal fees associated with the Portofino Valuation Lawsuit. In addition, another \$26,543 will be moved from the Santa Rosa Island reserves to be used for these legal fees; and

B. Approve payment in an amount not to exceed \$243,209 for court-ordered legal fees associated with the Portofino Valuation Lawsuit.

### III. For Discussion

1. Recommendation Concerning an Appointment to the Pensacola-Escambia Development Commission - George Touart, Interim County Administrator

That the Board appoint one of the following four nominees to the Pensacola-Escambia Development Commission, for a two-year term, effective January 3, 2013, through January 2, 2015:

A. M. Blaise Adams;

B. Sam Camariotes, Jr.;

C. Rufus E. Harris, III; or

D. David Pasqualone.

2. Recommendation Concerning Discussion of Fee Simple, Pensacola Beach - George Touart, Interim County Administrator

That the Board discuss the Fee Simple issue relative to leaseholders on Pensacola Beach.

## COUNTY ATTORNEY'S REPORT

### I. For Action

1. Recommendation Concerning a Resolution Amending the RESTORE Act Advisory Committee Resolution 2012-150, Increasing the Committee's Membership and Revising the Quorum Requirement

That the Board adopt the attached Resolution increasing the membership of the RESTORE Act Advisory Committee and revising the quorum requirements for the Committee.

### II. For Information

1. Recommendation Concerning *Charlie Mullins and Earl Rhodes v. Board of County Commissioners and Board of Adjustment*, Case No. 2012 CA 000621.

That the Board accept the following informational report concerning *Charlie Mullins and Earl Rhodes v. Board of County Commissioners and Board of Adjustment*, Case No. 2012 CA 000621.



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



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

**AI-3695**

**Proclamations 6.**

**BCC Regular Meeting**

**Meeting Date:** 01/03/2013

**Issue:** Adoption/Ratification of Proclamations

**From:** George Touart, Interim County Administrator

**Organization:** County Administrator's Office

**CAO Approval:**

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**RECOMMENDATION:**

Proclamations.

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

- A. Adopt the Proclamation commending and congratulating the players and coaches of the 2012 Northview High School Chiefs football team for attaining the standards of excellence necessary to win the Florida State Class 1A Football Championship;
- B. Adopt the Proclamation joining other cities and counties throughout the State of Florida in proclaiming the third Friday of January 2013 as "Arbor Day";
- C. Adopt the Proclamation commending Mr. Darryl Boudreau for his exemplary public service, his dedication to protecting our environment, and his contribution to improving the quality of life for the citizens of Escambia County.
- D. Ratify the Proclamation dated December 3, 2012, extending appreciation to Ms. Fernetta Jernigan for her 14 years of dedicated service to the citizens of Escambia County and congratulating her on her retirement years; and
- E. Ratify the Proclamation dated December 12, 2012, proclaiming Wednesday, December 12, 2012, as "Charles Edward Young Day" in Escambia County.

**BACKGROUND:**

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

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

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Proclamations

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**PROCLAMATION**

**WHEREAS**, in the fall of 1995, Northview High School was established by merging Century High School and Ernest Ward High School, and is the most northern and most rural of the high schools, located in the extreme northern corner of Escambia County; and

**WHEREAS**, since 1995, Northview High School has offered stellar academic and extracurricular programs such as the Naval Junior Reserve Officers' Training Corps, current award-winning #1 State program in the FFA, and current academies in Graphic Arts and Culinary Arts; and

**WHEREAS**, since the start of the Northview Chiefs football program in 1995, the team has included players from Century High School's and Ernest Ward High School's State Championship winners, with fathers from those teams having sons on this 2012 State Championship team; and

**WHEREAS**, the Northview Chiefs have won District titles for the past two years and Regional titles for the past three years; and

**WHEREAS**, the Northview Chiefs have played in the State 1A Semi-final games for the past three years; and

**WHEREAS**, on Friday, December 7, 2012, the Northview High School Chiefs soundly defeated Trenton High School by a score of 42-21, to win the Florida State Class 1A Football Championship, which brought the first State Championship victory to our area since 2009.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby commends and congratulates the players and coaches of the 2012 Northview High School Chiefs football team for attaining the standards of excellence necessary to win the Florida State Class 1A Football Championship.

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

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*Gene M. Valentino, Chairman, District Two*

*Lumon J. May, Vice Chairman, District Three*

*Wilson B. Robertson, District One*

*Grover C. Robinson, IV, District Four*

*Steven L. Barry, District Five*

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

---

*Deputy Clerk*

Adopted: January 3, 2013

**PROCLAMATION**

**WHEREAS**, the celebration of "Arbor Day" is an annual observance throughout the world that represents an opportunity to take positive action to learn about trees and their role in our community through the promotion of proper tree planting and care; and

**WHEREAS**, certain existing trees are preserved and protected for today's residents and future generations; and

**WHEREAS**, Escambia County recognizes that trees provide social, environmental, and economic benefits to our community by improving our environment through moderating climate, improving air quality, reducing stormwater runoff, and sheltering wildlife; and

**WHEREAS**, trees provide fuel, beautify our community, render screening and privacy, and reduce noise pollution and glare; and

**WHEREAS**, trees decrease energy costs, provide building materials, increase property values, and enhance the economic vitality of business areas in which they are planted.

**NOW THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, joins other cities and counties throughout the State of Florida in proclaiming the third Friday of January 2013 as

**"ARBOR DAY"**

**BE IT FUTHER PROCLAIMED**, the Board encourages the citizenry of Escambia County to plant, care for, and protect trees in an effort to promote and enhance the well-being of this and future generations.

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

---

*Gene M. Valentino, Chairman, District Two*

*Lumon J. May, Vice Chairman, District Three*

*Wilson B. Robertson, District One*

*Grover C. Robinson, IV, District Four*

*Steven L. Barry, District Five*

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

---

*Deputy Clerk*

*Adopted: January 03, 2013*

**PROCLAMATION**

**WHEREAS**, Mr. Darryl Boudreau, Assistant Director of the Florida Department of Environmental Protection's Northwest District, has served the State of Florida and worked to improve the quality of life for Escambia County citizens for over 15 years; and

**WHEREAS**, on April 20, 2010, the MC 252 Deepwater Horizon oil spill occurred resulting in the loss of 11 lives and the discharge of approximately 4.9 million barrels of oil; and

**WHEREAS**, Mr. Boudreau has served as the Florida State On-Scene Coordinator in New Orleans, Louisiana, advocating on behalf of Florida and Escambia County interests in relation to the MC 252 Deepwater Horizon Oil Spill; and

**WHEREAS**, Mr. Boudreau has worked tirelessly to include Escambia County's perspective into oil response and recovery efforts; and

**WHEREAS**, to date, nearly 3 million pounds of oil have been recovered from Escambia County's beaches and waterways; and

**WHEREAS**, Mr. Boudreau has spearheaded many projects in Escambia County that have improved surface water quality and provided other environmental benefits, such as the Glynn Key stormwater and boardwalk, and Project Greenshores; and

**WHEREAS**, Mr. Boudreau has spent his career reaching out to local governments and building partnerships; and

**WHEREAS**, Mr. Boudreau will be leaving the service of the Florida Department of Environmental Protection and has accepted a position with The Nature Conservancy as the Florida Director of County Relations; and

**WHEREAS**, Escambia County is looking forward to partnering, through Mr. Boudreau, with The Nature Conservancy in mutually beneficial projects.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends Mr. Darryl Boudreau for his exemplary public service, his dedication to protecting our environment, and his contributions improving the quality of life for the citizens of Escambia County.

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

\_\_\_\_\_  
Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chair, District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

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

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

Adopted: January 3, 2013

**PROCLAMATION**

**WHEREAS**, Ms. Fernetta Jernigan has served Escambia County, Florida, as an employee of the Escambia County Tax Collector's since November 16, 1998; and

**WHEREAS**, Ms. Jernigan first joined the Tax Collector's Office as a Tax Specialist on November 16, 1998; and

**WHEREAS**, Ms. Jernigan was promoted to Senior Tax Agent on November 18, 2002; and

**WHEREAS**, Ms. Jernigan provided the Brent, Cantonment, Warrington, and Marcus Pointe communities with the highest quality customer service for many years; and

**WHEREAS**, Fernetta Jernigan assisted the citizens of Escambia County at the Tax Collector's Office faithfully for 14 years, retiring from the Tax Collector's Office as a Senior Tax Agent.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby extend its appreciation to Ms. Fernetta Jernigan for her 14 years of dedicated service to the citizens of Escambia County and congratulates her on her retirement years.

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

  
\_\_\_\_\_  
Gene M. Valentino, Chairman  
District Two

Lumon J. May, Vice Chairman  
District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

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

**SEAL**

  
\_\_\_\_\_  
Doris Harris  
Deputy Clerk

Dated: December 3, 2012

**PROCLAMATION**

**WHEREAS**, Bishop Charles Young was born on December 12, 1967, to John D. and Doris Young in Pensacola, Florida. He is the loving husband of Lady Shaunda Young, the father of three sons and the doting grandfather of five grandchildren; and

**WHEREAS**, Bishop Charles Young is the Founder and Senior Pastor of Deliverance Tabernacle Christian Center and the Presiding Officer of the Progressive Region of Visionaries in Covenant, Inc. With the establishment of Deliverance Tabernacle Christian Center in Milton, Florida, on August 1, 2008, Bishop Young now pastors one church in two locations; and

**WHEREAS**, in 1995, Bishop Charles Young established Loving Hearts Child Care Center, which has been a contributor to the job force of Escambia County, providing employment and opportunities for numerous Escambia County residents. Later he went on to establish child development centers in Escambia and Santa Rosa Counties, increasing job opportunities while providing education curriculum for young children. He is an innovative and progressive thinker who is passionate about progress and goes the extra mile to see things through; and

**WHEREAS**, on January 1, 1998, Bishop Young established Deliverance Tabernacle, now known as Deliverance Tabernacle Christian Center. He renovated the World Gym facility and became a staple in the community. By 2005, he built a Family Life Center and a new church in 2006. The Family Life Center has been a community lighthouse for Youth and Adult Basketball Leagues including serving as the home gym for the Escambia Charter School, SL Jones Christian School, and other community outreach projects such as the Southern Youth Sports Association; and

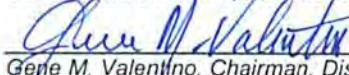
**WHEREAS**, Bishop Young has fostered classes to teach financial success and has hosted Habitat for Humanity, which afforded many the opportunity to own their home. He has hosted outreach events in Pensacola Village, Sunrise Apartments, and communities in Cantonment, Florida, where vouchers were given to pay utilities for needy citizens, air conditioners for senior citizens were given away, children were given toys and bikes, and people were fed hot meals. In April 2009, to be a blessing to his community, Bishop Young held a gas giveaway in which 250 people were served \$20 in gas along with a hotdog and drinks. He has also brought many famous personalities to Pensacola, making the Escambia County area known across the globe; and

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, hereby proclaims Wednesday, December 12, 2012, as

**"CHARLES EDWARD YOUNG DAY"**

In Escambia County and joins Deliverance Tabernacle Christian Center in commending and congratulating Bishop Charles Edward Young for his acts of kindness and goodwill and for his faithful and dedicated service to his Church and his community.

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

  
Gene M. Valentino, Chairman, District Two

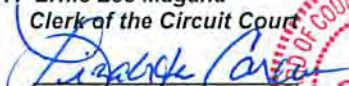
Lumon J. May, Vice Chairman, District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

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

  
Deputy Clerk



Dated: December 12, 2012





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

**AI-3661**

**Public Hearings 8.**

**BCC Regular Meeting**

**Meeting Date:** 01/03/2013

**Issue:** 5:31 p.m. Public Hearing - Amending Chapter 2, Article I, Section 2-1, Adopting an Official County Logo (Ordinance)

**From:** Cam Johnson, PIO

**Organization:** Public Information Office

**CAO Approval:**

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**RECOMMENDATION:**

5:31 p.m. Public Hearing for consideration of adopting an Ordinance amending Ordinance Number 2012-8, adopting two Official County Logos.

Recommendation: That the Board adopt an Ordinance amending Ordinance Number 2012-8, Chapter 2, Article I, Section 2-1, of the Escambia County Code of Ordinances, adopting an official County Logo to reflect the County's current logos, the circular Escambia County logo, and the horizontal "my escambia" logo.

**BACKGROUND:**

On April 5, 2012, the Board of County Commissioners adopted Ordinance 2012-8 creating Chapter 2, Article I, Section 2-1, of the Escambia County Code of Ordinances, adopting an official County logo. The logos included in the Ordinance needs to be updated to reflect both the current County seal and the "my escambia" logo included in the County's communication's policy.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney, Kristin Hual, drafted the proposed updated ordinance.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

If the Board adopts the Ordinance, a copy of the updated Ordinance will be filed with the Department of State.

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## Attachments

Draft Ordinance

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ORDINANCE NUMBER 2013 - \_\_\_\_\_

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING CHAPTER 2, ARTICLE I, SECTION 2-1 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES ADOPTING AN OFFICIAL COUNTY LOGO TO REFLECT THE COUNTY'S CURRENT LOGOS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on or about April 5, 2012, the Board of County Commissioners adopted Chapter 2, Article I, Section 2-1 of the Escambia County Code of Ordinances identifying an official logo and prohibiting the unauthorized use or alteration of said logo; and

**WHEREAS**, the circular visual design identified in the ordinance as the official County logo has since been revised; and

**WHEREAS**, the County has identified a horizontal visual design as an additional logo to represent Escambia County; and

**WHEREAS**, the Board of County Commissioners has determined it is in the best interest of the health, safety and welfare of the citizens of Escambia County, Florida, to amend Section 2-1 of the Escambia County Code of Ordinances to reflect the County's current official logos.

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

**Section 1.** That the foregoing recitals are true and correct and incorporated herein by reference.

**Section 2.** That Chapter 2, Article I, Section 2-1 of the Escambia County Code of Ordinances is hereby amended as follows:

**Sec. 2-1. County Logo.**

(a) *Adoption of logos.* The visual designs described and depicted in subsection (b) below is are hereby adopted as the official logos of Escambia County, a political subdivision of the State of Florida.

(b) *Description of logos.* The circular logo of Escambia County consists of a circle within which is depicted the Blue Angels flying over the Gulf of Mexico and ringed by the words "ESCAMBIA COUNTY FLORIDA" with a blue border. A reproduction of the circular logo is set forth below as Figure 1. The horizontal logo of Escambia County consists of the words "my escambia" underscored in blue. A reproduction of the horizontal logo is set forth below as Figure 2.

Figure 1



Figure 2



(c) *Approved Use; unlawful practices: penalties.* The County's logos isare to be manufactured, used, displayed, or otherwise employed only for official County business by authorized County officials or employees in the performance of their official duties. Use of the logos for general public and media applications may be authorized upon express written approval from the County Administrator or his or her designee. In no case, however, shall the logos be used for any commercial activity or for any other activity resulting in personal monetary gain. Any unauthorized manufacture, use, display, facsimile or reproduction of the County's logos, including monochromatic or other color schemes, shall be a violation of this section and punishable as provided by law.

**Section 3.** That if any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**Section 4.** That it is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intent.

**Section 5.** That this Ordinance shall become effective upon filing with the Department of State.

**DONE AND ENACTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.**

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Gene M. Valentino, Chairman

ATTEST: Ernie Lee Magaha  
Clerk to the Circuit Court

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

(Seal)

Enacted:  
Filed with Department of State:  
Effective:

This document approved as to form and legal sufficiency.

By: *Kristin Hual*

Title: ACIF

Date: 12/12/12



**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-3627**

**9.**

**BCC Regular Meeting**

**Meeting Date:** 01/03/2013

**Issue:** Committee of the Whole Recommendation

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

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

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**Recommendation:**

Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the December 11, 2012, C/W Workshop, recommends that the Board take the following action:

A. Take the following action concerning the Time Line for Hiring the County Administrator (*C/W Item 4*):

(1) Approve that the recruitment process will be handled in-house, and authorize a (*recruitment*) start date of January 3, 2013; and

(2) Approve advertising the pay grade salary range for the position of County Administrator and an expected salary range of \$123,000.00 (\$123,779.39) to \$150,000.00, and "shoot for the May-June time frame";

B. Take the following action concerning the RESTORE Act Advisory Committee (*C/W Item 5*):

(1) Approve allowing Commissioner Robinson to run for Chairman of the State's 23-County Gulf Consortium; and

(2) Approve a nine-member RESTORE Act Advisory Committee consisting of the following individuals:

(a) A representative of the financial industry with five (5) or more years experience, to be appointed by Commissioner Barry

(b) A business leader with five (5) or more years of economic development experience, to be appointed by Commissioner Valentino

(c) An individual with five (5) or more years of complex governmental experience, to be appointed by Commissioner Robinson

(d) An individual with five (5) or more years of experience in the area of transportation, to be appointed by Commissioner Robertson

(e) An at-large citizen representative, to be appointed by Commissioner May

(f) An individual appointed by the City of Pensacola

(g) An individual representing local environmental advocacy groups

(h) Two individuals to be selected by the Board from applications to be brought forward by the County Administrator and Assistant County Administrator

C. Approve allocating \$1.4 million (*from rebates on the County's health insurance contract as a result of surpassing cost control benchmarks*) for the Board and (*approve*) a \$500,000 opportunity for the Sheriff's Office (*Option 3, as outlined in the PowerPoint Presentation*), and approve placing \$1 million in reserves for next year's insurance costs (*C/W Item 7*); and

D. Approve the following changes to the Chairman's annual appointments to Boards and Committees (*Add-on Item #1*):

(1) Commissioner Valentino will replace Commissioner May on the West Florida Regional Planning Council

(2) Commissioner Barry will replace Commissioner Robinson on the Early Learning Coalition and the Northwest Florida Regional Transportation Planning Organization

(3) Commissioner Robinson will replace Commissioner Barry on the Downtown Improvement Board

(4) Commissioner May will replace Commissioner Robinson on the Community Drug and Alcohol Commission

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### **Attachments**

Committee of the Whole Items

2013 CA Recruitment Handouts

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## Time Line for Hiring the County Administrator

Additional Backup  
#4  
C/W: 12-11-2012

1. At Board meeting November 8, 2012 an item in the resolution appointing George Touart included direction that "... Mr. Touart, in conjunction with the human resources department, will commence on January 2, 2013, a regional search of the Southeastern United States for a permanent County Administrator and bring forth to the BCC any budget requests necessary to accomplish this."
2. The County conducted a County Administrator Search in 2010.
3. Position was open from January 26 until April 30, 2010. More than 100 applications were received. As part of the recruitment a series of supplemental questions was used exploring their experience, education, size of organization, economic development, work with unions, land use planning and long range planning experience.
4. Human Resources staff eliminated those who failed to meet minimum qualifications that were established by the Board. This still yielded more than 50 applicants who met the minimum qualifications.
5. A committee comprised of five at large citizens selected by the board, one selected by the Clerk and Comptroller, one appointed by the Sheriff, the management and budget director Amy Lovoy and Interim Assistant County Administrator Joy Blackmon was employed to review candidates.
6. The committee reduced the eligible to a list of 25 through a second round of written questions and telephone interviews. This list was transmitted to the Board of Commissioners.
7. The list of 25 was reduced to five finalists by the Commissioners by a ranking process. Interviews were conducted and the Commission selected Randy Oliver as County Administrator.
8. The recruitment was closed late April after being open three months and the final selection was completed in September, nearly five months later. The appointee began employment on November 1, 2012.

### Issues for the next recruitment

1. Job Description – Currently four different variations are available:



## Time Line for Hiring the County Administrator

Additional Backup  
#4  
C/W: 12-11-2012

- A. Florida Statutes 125.73 (2)
- B. Escambia County Ordinance 2.82(b)
- C. Job Description in NeoGov –
- D. The January 26, 2010 job posting approved by the board

A. FS 125.73(2) –The county administrator shall be qualified by administrative and executive experience and ability to serve as the chief administrator of the county.

B. Escambia County Ordinance 2.82(b) – The county administrator shall be qualified by administrative and executive experience and ability to serve as a chief administrator of the county and shall have had seven years of responsible experience in local government administration at the level of department head or assistant county administrator, or any equivalent combination of training and experience.

C. NeoGov Job Description – Bachelor's degree in Public Administration/Business Administration or closely related field and at least seven (7) years of responsible experience in local government administration at the level of Bureau Chief, Department Head or Assistant County Administrator, or any equivalent combination of training and experience; or, an equivalent combination of education and experience to successfully perform the essential duties of the job such as those listed above.

Master's Degree in Public or Business Administration is highly desirable.

D. January 26, 2010 Job Posting – Qualifications – Bachelor's Degree in Public Administration/Business Administration or closely related field and at least seven (7) years of responsible executive level experience in public (government) or private sector management with at least three years overseeing an organization of similar size. Executive level is defined as Director, President, Vice President, local government administration at the level of Bureau Chief, Department Head, Assistant City/County Administrator or City/County administrator or Manager.

Preferred Qualifications –

Master's Degree in Public Administration, Business Administration or closely related field

# Time Line for Hiring the County Administrator

Additional Backup  
#4  
C/W: 12-11-2012

At least three years of executive level experience overseeing an organization of over 1000 employees

Knowledge of and experience in administering governmental finances with an understanding of local government tax structures with a budget of similar size and complexity (County's total budget for FY09-10 \$367 million of which \$175 million comprises General Fund)

Experience in Economic Development, Land Use and Long range Planning.

Experience with Unions

Experience with State and Federal Agencies and lobbyist

Executive level experience overseeing an urban/rural jurisdiction of similar size (a land area which covers approximately 661 square miles of land and an additional 64,000 acres of water area)

## 2. Compensation Matters

### Pay

Salary Range                      \$123,779.39 to \$198,064.17

Last Advertised Range        \$120,065.00 to \$145,000.00

### Auto Allowance

Last Administrator              \$500 per month

### Health and Life, LTD etc.

Standard option as all employees

### Retirement

Florida Retirement System options apply

### Severance

Last administrator had a six month (26 week) severance benefit under certain circumstances. Florida Statutes 215.425(4) (a) limits the maximum severance to 20 weeks. This law change applies to contracts entered into after July 1, 2011.

# Time Line for Hiring the County Administrator

Additional Backup  
#4  
C/W: 12-11-2012

## 3. Desired Characteristics of the Ideal Candidate

See pages 4 and 5 of Seminole County brochure

## 4 Anticipated priorities in the first 12 to 18 months of employment

See "Issues and Opportunities (Not Prioritized)" on page 3 of Seminole County brochure

## 5. Recruitment Process

Recruitment Firm – Anticipated costs from \$20,000 to \$30,000 for complete services but excluding expenses associated with applicant (and spouse if invited) travel for interviews.

County recruitment will have the expense of advertising, background searches in addition to the applicant interview expenses. Big savings is the "professional services" fee that can range from \$13,000 to \$20,000.

Advantages of using a recruitment firm is their particular knowledge of practitioners in the field, networks to access qualified individuals and ability to confidentially reach out to potential candidates. They are also in a good position to have candid discussions with the board regarding the applicants due to their specific knowledge and possible familiarity of candidate, their work history and the jurisdictions that comprise their history. They also provide a vehicle to expedite negotiations between the candidate and the board if desired.

The primary advantage of a county recruitment is it will be completed at a lesser cost.

## One Time Line Scenario

### January

1. January COW
  - a. Present options on job description
  - b. Present options on pay and other benefits
  - c. Present estimate regarding search firm
  - d. Firm selection process
  - e. Review process of culling and sifting
  - f. Get direction

# Time Line for Hiring the County Administrator

Additional Backup  
#4  
C/W: 12-11-2012

2. If search firm
  - a. Identify firms
  - b. Seek bids consistent with purchasing policy
  - c. Review and summarize bids for Board consideration
  
3. If no search firm
  - a. Prepare announcement brochure
  - b. Prepare advertising strategy and cost
  - c. Prepare mailing to list of Southeastern administrators and managers

## February

### If Search Firm

1. February COW
  - a. Present firms and costs
  - b. Seek selection

### Whether Search Firm or Not

2. February COW
  - a. Obtain approval of job specification
  - b. Approval of wage and benefits
  - c. Concept approval of exit cost
  - d. Clarify scope of search
  - e. Search Brochure for approval
  - f. Advertising plan and estimated costs
  - g. Concept of direct mailing to Southeast Managers and Administrators

## March

### Search Firm

1. March COW
  - a. Present Firm
  - b. Questions from the firm
  - c. Presentation of recruitment plan from firm
  - d. Recruitment brochure

### Whether Search Firm or Not

2. March COW

# Time Line for Hiring the County Administrator

Additional Backup

#4

C/W: 12-11-2012

- a. Presentation of recruitment plan
- b. Presentation of recruitment brochure
- c. Background check methodology
- d. Selection and evaluation process

## April

1. April COW
  - a. Final search plan presentation and sample advertisements
  - b. Approval to commence
  - c. Any miscellaneous matters
2. Commence recruitment

## May

1. May COW
  - a. Update recruitment status
  - b. Schedule review and evaluation of candidates
2. Initial candidate review
  - a. Identify semifinalist field
  - b. Request approval to perform criminal, civil and traffic background
  - c. Call references and prepare report

## June

1. June COW
  - a. Identify finalists
  - b. Authorize further background check from community
  - c. Authorize appropriate travel arrangements
  - d. Schedule of interviews

## TBD (likely July)

1. Conduct interviews
2. Assess and evaluate candidates
3. Select candidate

# Time Line for Hiring the County Administrator

Additional Backup  
#4  
C/W: 12-11-2012

4. Authorize hire of selected candidate

September 1 – Possible start date of Administrator

10/18/2012/CAT 1-1

RESOLUTION NUMBER R2012 - 150

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE RESTORE ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in response to the Deepwater Horizon oil spill during the summer of 2010, the United States Congress has enacted the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012, also known as the "RESTORE Act;" and

**WHEREAS**, one purpose of the RESTORE Act is to ensure that the federal government distributes a substantial portion of fines or settlement amounts collected as a result of the oil spill to communities affected by the oil spill; and

**WHEREAS**, the RESTORE Act empowers the Escambia County Board of County Commissioners with the authority to distribute certain amounts for various purposes and projects as designated by the Act; and

**WHEREAS**, the Board of County Commissioners finds that an advisory committee would assist the Board in determining which projects qualify for funding under the Act, and therefore would serve the public interest.

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

**SECTION 1. RECITALS.**

The aforementioned recital clauses are hereby incorporated into this Resolution.

**SECTION 2. ESTABLISHMENT.**

The Escambia County Board of County Commissioners hereby establishes the RESTORE Act Advisory Committee.

Date: 10/19/2012 Verified By: B. Schuyler

**SECTION 3. DUTIES OF THE RESTORE ACT ADVISORY COMMITTEE.**

The RESTORE Act Advisory Committee shall have the following duties and responsibilities:

A. That within the first six months of formation, the committee shall develop a plan, taking public input into consideration, that sets forth the final goals for the community's use of the subject RESTORE funds.

B. The Committee shall review projects submitted to the Board of County Commissioners for consideration of funding pursuant to the RESTORE Act. The Committee shall assign each project proposal into one of three categories: economic development and job creation, environmental, and infrastructure. A project may only be submitted for funding in one category. At the Committee's discretion, similar projects may be combined into a unified project proposal. Projects with a total estimated cost lower than \$500,000.00 will not be considered for funding using RESTORE Act funds.

C. The Board of County Commissioners shall establish ranking criteria for the Committee to use. The Committee shall rely solely on the ranking criteria established by the Board of County Commissioners.

D. The Committee shall rank each project and compile aggregate ranked lists of the projects submitted in each category. The Committee shall then submit the lists to the Board of County Commissioners for review and approval. The Board of County Commissioners may adopt a timeline for the ranking and approval process and any other deadlines it deems necessary. This timeline and other deadlines shall be binding on the Committee.



**SECTION 4. COMPOSITION OF THE COMMITTEE.**

The Committee shall consist of seven (7) members who are residents of Escambia County and appointed by the Board of County Commissioners as follows:

1. A representative of the financial industry (economist, banker, accountant, or financial planner with five (5) or more years experience in the financial industry).
2. A business leader with five (5) or more years of economic development experience.
3. An individual with five (5) or more years of experience in the area of transportation.
4. An individual with five (5) or more years of complex governmental experience.
5. An at-large citizen representative.
6. An individual appointed by the City of Pensacola. This Committee member cannot be an elected official or a regular or contract employee of the City of Pensacola unless the City of Pensacola is not going to request funding for a project under consideration by the Committee.
7. An individual representing local environmental advocacy groups.

A committee member may not be employed by or be a member of any organization that requests funding from, or that will be making recommendations to, the committee.

**SECTION 5. TERMS OF COMMITTEE MEMBERS.**

Committee members shall serve on the Committee until it has made all recommendations and completed its assignments as designated by the Board of County Commissioners. Should any Committee member cease to be an elector of the County, he or she shall cease to be a Committee member and shall be replaced by the Board of

County Commissioners. Except for the Committee member representing the City of Pensacola, Committee members may also be removed by the Board of County Commissioners. Additionally, the Committee shall recommend to the Board of County Commissioners the removal of a Committee member who accrues three unexcused absences from regularly-scheduled meetings of the Committee during the calendar year. Absences may be excused by a vote of the members present at any meeting.

**SECTION 6. OFFICERS.**

A. Chairperson. The Committee shall elect a Chairperson to preside at all meetings. The Chairperson shall be elected at the first meeting in January of each year and shall serve until the first meeting in January of the following year. There shall be no term limits for a member to serve as Chairperson.

B. Vice-Chairperson. The Committee shall elect a Vice-Chairperson to preside and act on behalf of the Chairperson during his or her absence. The term of office and method of election for the Vice-Chairperson shall be the same as the Chairperson.

**SECTION 7. REGULAR MEETINGS.**

The Committee shall establish a schedule of regular meetings, which shall be held at least every other month. A schedule of each year's regular meetings shall be distributed to all Committee members in December of the preceding calendar year.

**SECTION 8. QUORUM AND VOTING.**

Four (4) Committee members shall constitute a quorum for the purpose of conducting business. Each member shall exercise one vote on all matters subject to a vote of the Committee. All matters shall be decided by a majority vote of the members

present. No member shall abstain from voting unless the member has a conflict of interest.

**SECTION 9.**        **SPECIAL MEETINGS.**

The Chairperson may call a special meeting of the Committee on his or her initiative and shall call a special meeting at the request of any four members.

**SECTION 10.**      **LOCATION OF MEETING.**

Committee meetings shall be held in a public facility of sufficient size to accommodate those present and at such locations as the Committee may determine from time to time.

**SECTION 11.**      **RULES OF PROCEDURE.**

The Committee shall conduct its meeting in accordance with the current edition of Robert's Rules of Order, except to the extent that the provision thereof is inconsistent with this Resolution.

**SECTION 12.**      **SUNSHINE LAW.**

The Committee shall be subject to and each member shall be responsible for compliance with the Florida Sunshine Law and the Florida Public Records Act.

**SECTION 13.**      **AGENDA.**

The Chairperson shall prepare an agenda for all meetings. Any Committee member may request that a matter be placed on the agenda. The agenda and related materials shall be distributed at least one day prior to the meeting date.

**SECTION 14. MINUTES.**

Minutes shall be kept at each Committee meeting. The written summary of each meeting shall be submitted for approval of the members at the next regular meeting. Each written summary shall reflect the persons in attendance, items discussed, each action taken at the meeting, and the vote of the members on each item presented at the meeting.

**SECTION 15. NOTICE OF PUBLIC MEETING.**

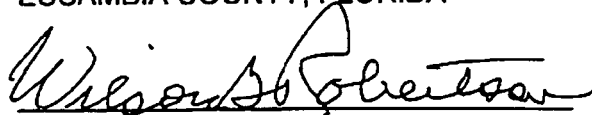
Notice of regular or special meetings of the Committee and the time and location of each meeting shall be published to the public.

**SECTION 16. EFFECTIVE DATE.**

That this Resolution shall become effective immediately upon adoption by the Board of County Commissioners.

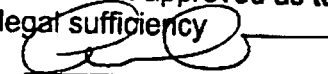
ADOPTED this 18th day of October 2012

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

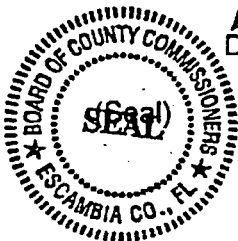
  
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

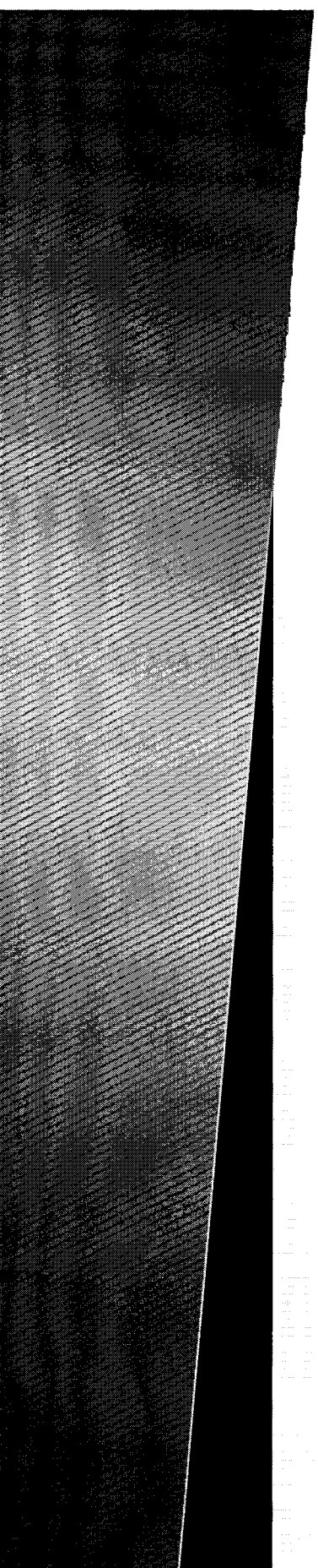
  
Doris Harris  
Deputy Clerk

This document approved as to form  
and legal sufficiency  
By   
Title County Attorney  
Date 10/18/12

Date Executed  
October 18, 2012



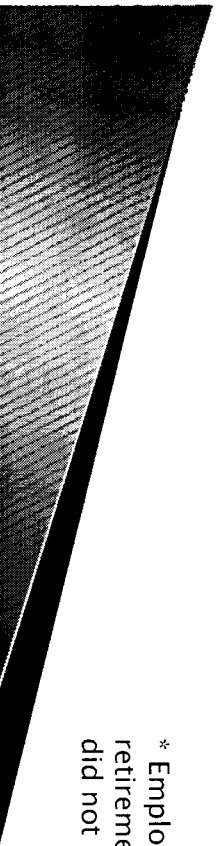
# Escambia County Employee Raises



# Florida Retirement System

- ▶ In 2011 the State of Florida passed a law mandating that all participants in the Florida Retirement System (FRS) contribute 3% of their annual salary to the cost of their retirement.
- ▶ This had the effect of decreasing the employers' required contribution percentage by 3%.
- ▶ In an effort to keep their employees' benefit package whole the County granted a 3.1% pay increase to all County employees effective in June 2011.
- ▶ This was paid for using the savings from the decrease in the employers' required contribution percentage.

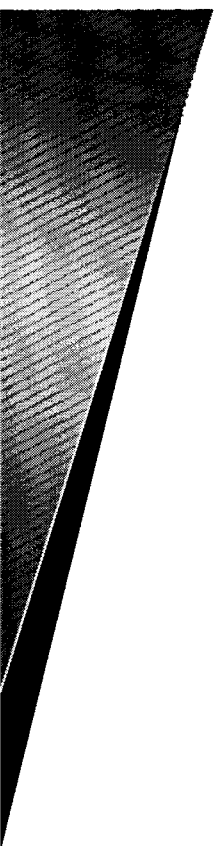
\* Employees who are in DROP do not contribute the 3% to their retirement benefit. Those employees who were in DROP in June 2011 did not therefore receive the 3.1% pay increase.



# Example

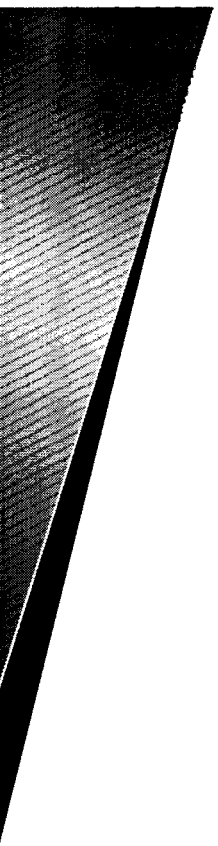
<b>Amy's Gross Pay Prior to July 1, 2011</b>	<b>\$100</b>
Less: FRS Deduction	0
Amy's Net Pay Prior to July 1, 2011	<u>\$100</u>

<b>Amy's Gross Pay After Pay Increase</b>	<b>\$103</b>
Less: FRS Deduction	3
Amy's Net Pay After July 1, 2011	<u>\$100</u>



# Florida Retirement System Continued

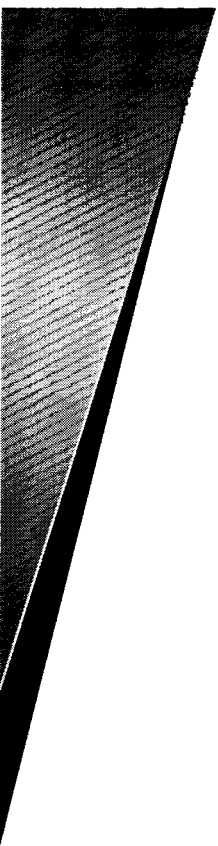
- ▶ The State law was subsequently challenged in court. Lower courts found that the State could not require employees to contribute to the cost of their retirement benefit.
- ▶ This finding was appealed to the Florida Supreme Court, and a decision is pending.





# Florida Retirement System Continued

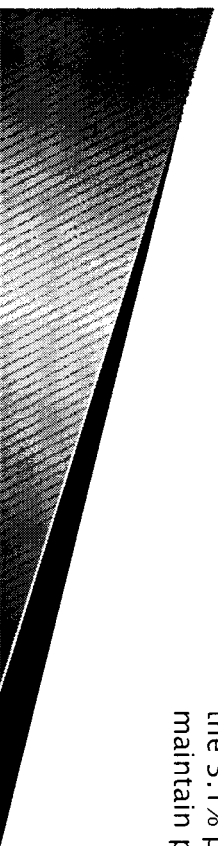
- ▶ If the Supreme Court decides that employees should not contribute to the cost of their retirement, the 3% contribution deducted from all employees' paychecks will be eliminated.
- ▶ At this point all employees' net pay will increase by 3%.
- ▶ The State will then increase County's contribution to the retirement system by at least 3% beginning July 1, 2013.
- ▶ This will cost the County between \$3,100,000 and \$3,300,000 for all elected officials in FY14.



# Example

<b>Amy's Gross Pay after Supreme Court Ruling</b>	<b>\$103</b>
Less: FRS Deductions	0
<b>Amy's Net Pay after Supreme Court Ruling</b>	<u><b>\$103</b></u>

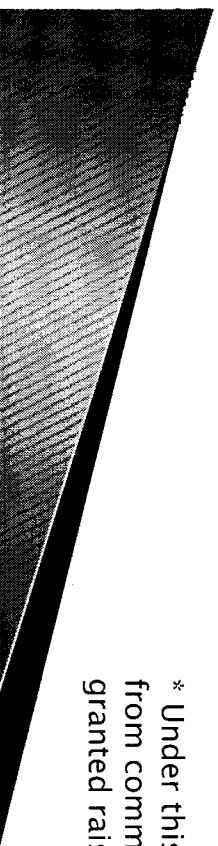
\* Employees who were in DROP as of June, 2011 and did not receive the 3.1% pay increase would be given the 3.1% pay increase to maintain parity.



# Option 1

- ▶ Use one-time money to fund a recurring 3% cost-of-living (COLA) raise for employees of the Board, Property Appraiser, and Supervisor of Elections.\*
  - In FY2014 the County would require either additional revenues or a reduction in force (RIF) to fund the recurring costs.
  - The approximate cost for the entities listed above would be about \$1,400,000.
  - The average cost of a County employee is about \$50,000.
  - Any raises granted to the employees of the Sheriff would be funded from the Sheriff's existing budget.

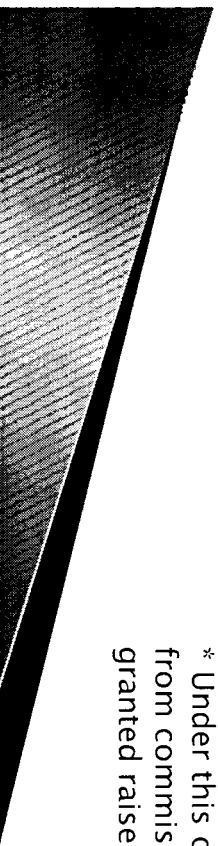
\* Under this option the Tax Collector would fund any employee raises from commissions and fees earned, and the Clerk's employees were granted raises previously.



# Option 2

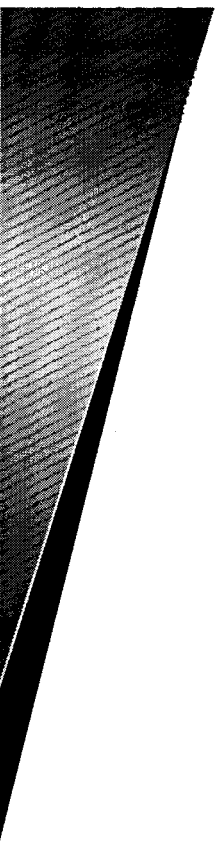
- ▶ Use one-time money to fund a recurring 3% COLA for employees of the Board, Property Appraiser, Supervisor of Elections and Sheriff.\*
  - In FY2014 the County would require either additional revenues or a reduction in force (RIF) to fund the recurring costs.
  - The approximate cost for the entities listed above would be about \$3,200,000.

\* Under this option the Tax Collector would fund any employee raises from commissions and fees earned, and the Clerk's employees were granted raises previously.



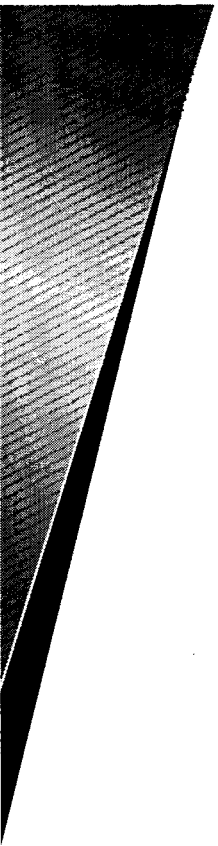
# Option 3

- ▶ Allow County employees under the Board's health insurance plan who have not received a lump sum payment to sell back accrued annual, PTO or MOB leave.
  - This would include employees of the Board, Tax Collector, Property Appraiser, Supervisor of Elections and the Santa Rosa Island Authority.
- ▶ 40 hours of leave would cost about \$700,000.
  - All employees would be required to maintain a balance of at least 100 hours.
- ▶ A one-time source of funds would be used to fund this one-time cost.
- ▶ Attempt to build the FY 13/14 budget with a COLA funded from recurring revenues.



# Funding

- ▶ The leave buyback would be paid from rebates earned on the County's health insurance contract as a result of surpassing cost control benchmarks.





Tom Turner, Human Resources Director  
Human Resources Department

## MEMORANDUM

**TO:** Honorable Commissioners  
**FROM:** Tom Turner, Human Resources Director  
**DATE:** January 3, 2013  
**RE:** Summary of Recruiting Materials

Attached are several documents related to the recruitment process for the County Administrator (CA):

1. Announcement and supplemental questions;
2. An anticipated timeline with critical dates;
3. Evaluation criteria to be used by a sifting committee to be determined by the Board;
4. Estimated budget requirements exclusive of negotiated relocation expenses;
5. Planned advertising venues; and
6. A recruiting brochure developed by the Public Information Office that provides additional information regarding the County and the position. The brochure will be available online in conjunction with the posting.

This process is based on the last CA recruitment conducted in 2010. It duplicates the same requirements and desired experience and parallels the timetable previously used. It is intended to provide an opportunity to conduct interviews in June. It permits six weeks for applications to be submitted. The dates for critical steps such as preliminary interviews with the sifting committee and finalist interview dates are noted to assist in calendar planning for potential candidates and to serve as benchmarks to keep the process on track.

The sifting process is a significant time commitment for whomever the Board chooses to conduct this step. In 2010, the Board appointed five members from the community, one from the Sheriff's department, one from the Clerk and Comptroller office and two staff members. I recommend the Board choose no more than five members who will be supported by Human Resources staff. Anyone chosen needs to know all their meetings will be subject to the sunshine laws and they will not be able to discuss the candidates with other committee members except in open meetings. The dates of anticipated meetings are noted on the timeline and are critical to keeping the process on track. I would ask that any person that a Commissioner is considering for this responsibility be agreeable to meeting for substantially the entire day on the seven days noted (February 27,28, March 1,7,8,14 and 15). The number of days estimated is based upon the 2010 process which involved more than 50 candidates at this stage.

The Board can appoint members to this sifting committee or have this function performed by staff as determined by the Interim County Administrator. A decision and identification of the committee should be completed by February 7, 2013.

The Board's approval of this recruiting process will permit staff to post the position beginning Monday January 7, 2013.



**ESCAMBIA COUNTY**

Department of Human Resources  
221 Palafox Place, HR Suite 200  
Pensacola, FL 32502-5835  
(850) 595-3000 Out-of-Area: (866) 609-0603

<http://www.myescambia.com/jobs>

**INVITES APPLICATIONS FOR THE POSITION OF:  
County Administrator**

*An Equal Opportunity Employer*

**RECRUITMENT RANGE**

\$123,779.00 - \$150,000.00 Annually

**FULL SALARY RANGE:** (Annually) Minimum \$123,779 - Maximum \$198,064

**ISSUE DATE:** 01/07/13

**FINAL FILING DATE:** Wed. 02/20/13 11:59 PM Central Time

**THE POSITION**

This position is at the will of the Board of County Commissioners. Contract duration is negotiable. The candidate is subject to the Tobacco Free Hiring Policy and financial disclosure as required by Ethics laws of Florida. **A candidate's application and documents are public record at the time submitted.** The position offers a competitive salary, excellent comprehensive benefits, an automobile allowance and reasonable relocation expenses.

The position reports to a five (5) member Board and is responsible for administering and carrying out the directives and policies of the Board of County Commissioners and enforcing all orders, resolutions, ordinances and regulations of the Board to assure that they are faithfully executed.

The position provides executive leadership and overall direction to County Department Directors, including providing guidance to the Board of County Commissioners on policies and procedures, administering the annual budget, and working with citizen groups.

For more information about the county please see the County Administrator Recruitment Profile.

**EXAMPLES OF DUTIES**

Administers and carries out the directives and policies of the Board of County Commissioners and enforces all orders, resolutions, ordinances and regulation of the Board.

Provides administrative direction and supervision to employees to include: assigning projects and objectives; conducting performance evaluations; developing, motivating, and training; and making hiring, termination and disciplinary decisions.

Maintains visibility in the community and is responsive and sensitive to community needs.

Builds and maintains cooperative working relationships with Escambia County's cities.

Directs Department Directors in implementing Board policies and directives.

Provides guidance regarding policy and procedure developments across County Departments and Divisions.

Establishes and maintains effective working relationships with County officials and staff, other agencies, offices, and organizations.

Establishes the schedules and procedures to be followed by all County Departments, offices and agencies in connection with the budget and supervise and administer all phases of the budgetary process. Administers the annual budget and capital budgets.

Collaborates with citizens and groups in neighborhood revitalization, economic development, growth management, and quality of life issues.

Coordinates individuals and groups of employees to increase empowerment, communication, and effectiveness.

Interprets, explains, and applies applicable laws, regulations, and policies, makes sound decisions in accordance with applicable guiding measures.

Performs other duties of a similar nature or level.

## **QUALIFICATIONS**

### **Training and Experience:**

Bachelor's Degree in Public Administration/Business Administration or closely related field and at least seven (7) years of responsible executive level experience in public (government) or private sector management with at least three years overseeing an organization Of similar size. Executive level is defined as Director, President, Vice President, local government administration at the level of Bureau Chief, Department Head, Assistant City/County Administrator or City/County Administrator or Manager.

### **Preferred Education and Experience:**

Master's Degree in Public Administration, Business Administration or other closely related field.

At least 3 years of executive level experience overseeing an organization of over 1,000 employees.

Knowledge of and experience in administering governmental finances with an understanding of local government tax structures with a budget of similar size and complexity (County's total budget for FY 11-12 was \$371 million of which \$173 million comprises the General Fund).

Experience in Economic Development, Land Use and Long Range Planning.

Experience with Unions.

Experience with State and Federal Agencies and lobbyist.

Executive level experience overseeing an urban/rural jurisdiction of similar size (a land area

which covers approximately 661 square miles of land and an additional 64,000 acres of water area).

**The Ideal Candidate:**

The ideal candidate will possess the preferred criteria above with experience gained in a jurisdiction with a population and level of complexity comparable to Escambia County. The Commissioners are seeking a strong, results-oriented proven leader, with a "can do" attitude who is politically astute although not politically involved. The individual will be an extraordinary communicator, accessible, responsive and positive with strong public relations skills. Strong inter and intra governmental skills are also very important. The candidate will also be experienced in strategic planning and performance standards and skilled in maximizing staff potential. The Commissioners are looking for an individual who is visible in the community on behalf of the BOCC and communicates with the public in a manner that generates respect and understanding for the BOCC, the government and its projects.

**Compensation:**

The BOCC expects to pay a competitive salary to the selected candidate based on qualifications. Reasonable relocation expenses will be paid by the County.

**Residency:**

Selected candidate must have Escambia County residency upon their first day on the job as required by Florida law.

**Licensing Requirements:**

Valid Driver's License

**Knowledge:**

Managerial principles;  
Leadership principles;  
Advanced public administration principles and practices;  
Applicable local, State and Federal laws, rules, regulations, codes, and/or statutes;  
Financial accounting principles;  
Budget principles;  
Strategic planning principles;  
Program development and implementation principles.

**Skills:**

Monitoring and evaluating subordinates;  
Delegating and prioritizing work;  
Preparing reports;  
Interpreting and applying local, State and Federal laws and regulations;  
Developing and implementing goals, objectives, policies, and procedures;  
Reading, comprehending, and reviewing financial information;  
Making program decisions based on financial considerations;  
Monitoring legal and regulatory changes;  
Mediating conflict;  
Negotiating;  
Developing and implementing strategic plans;  
Managing budgets;  
Communicating technical and complex concepts in a clear and easily understandable format;  
Synthesizing information into reports and making appropriate recommendations;  
Analyzing complex organizational, operational, and management problems;

Communication, interpersonal skills as applied to interaction with coworkers, supervisors, the general public, etc. sufficient to exchange or convey information and to receive work direction.

**Other Important Information:**

Applicants must complete the online application with attached cover letter, resume and copy of diploma or transcript prior to the close date of 02/20/13. All supplemental questions must be answered. Candidates must submit the names and contact information of elected Commissioners or Council Members they worked with in the last two jobs or within the last 10 years. Escambia County is an Equal Opportunity Employer and encourages minorities to apply. Under the Florida Public Records Act, all applications are subject to public disclosure upon receipt. Veterans' Preference will be awarded under applicable Florida law.

**Resource Documents:** [Ethics Policy County Administrator Recruitment Profile](#)

**Physical Requirements:**

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

Incumbents may be subjected to travel.

**SUPPLEMENTAL INFORMATION**

APPLICATIONS MAY BE OBTAINED AND FILED ONLINE AT:

<http://www.myescambia.com/jobs>

OR

221 Palafox Place, HR Suite 200

Pensacola, FL 32502-5835

EXAM #  
COUNTY ADMINISTRATOR  
BK

## County Administrator Supplemental Questionnaire

- \* 1. The Escambia County Board of County Commissioners has adopted a Tobacco Free Hiring policy effective 10/01/2008. A candidate selected for employment will be tested for nicotine. A positive test result or refusal to be tested will prevent employment and bar the applicant for the next twelve months. Have you used any nicotine products in the past 30 days?
  - Yes, I have used nicotine products in the past 30 days.
  - No, I have not used nicotine products in the past 30 days.
- \* 2. I understand that I am not to list a sitting Escambia County Commissioner as a reference and will not contact any Commissioner about this job posting. Should I list such reference, I understand my application will be rejected.
  - Yes, I understand.
  - No, I do not understand.
- \* 3. Do you have a Bachelor's Degree (or higher) in Public Administration or Business Administration, or closely related field?
  - Yes  No
- \* 4. I understand I must submit a copy of transcripts or diplomas via attachment to the application, fax (850-595-3020), email to [recruiter@co.escambia.fl.us](mailto:recruiter@co.escambia.fl.us) or mail/deliver to Human Resources, 221 Palafox Place, Suite 200, Pensacola, FL 32502, prior to the close date of this posting.
  - Yes  No
- \* 5. Do you have at least seven (7) years of responsible executive level experience in public (government) or private sector executive level management? Executive level is defined as Director, President, Vice President, local government administration at the level of Bureau Chief, Department Head, Assistant City/County Administrator or City/County Administrator or Manager.
  - Yes
  - No
- \* 6. Please indicate you total years at an executive level as defined above.
- \* 7. Do you have at least three years at the executive level managing an organization of over 1000 employees?
  - Yes  No
- 8. If not, please indicate the size of the largest number of employees you have been responsible for overseeing.
- \* 9. Please indicate the size of the largest budget you have been responsible for.
- \* 10. Please briefly describe your experience in Economic Development.
- \* 11. Please briefly describe your experience with Land Use.
- \* 12. Please briefly describe your experience with Long Range Planning.
- \* 13. Please briefly describe any experience you have with State and Federal Agencies and lobbyist.

## County Administrator Supplemental Questionnaire

- \* 14. Preferred criteria is executive level experience overseeing/managing an urban/rural jurisdiction of similar size (a land area which covers approximately 661 square miles of land and an additional 64,000 acres of water area). Please indicate the largest jurisdiction you have been responsible for overseeing/managing, including your title and length of time doing so.
- \* 15. Please briefly describe any experience you have with Unions.
- \* 16. If selected for the position, are you able to accept a salary within the recruitment range of \$123,779 - \$150,000?
- \* 17. Do you have municipality experience?  
Yes No
- \* 18. Florida has a set of laws called "Sunshine Laws" giving the public free and open access to government (i.e. government in the sunshine). Have you worked in any jurisdictions with laws or rules limiting your ability to conduct meetings or conversations with people involved in the decision-making process? If so, please explain and also give your understanding of "Transparency in Government".
- \* 19. How would you support the County's Vision, which is - Escambia County - Exceeding expectations and leading the way through excellence in service and quality of life?
- \* 20. What is your understanding of Escambia County's Ethics Policy as it relates to acceptance of gifts or favors?
- \* 21. Our Board of County Commissioners consists of 5 members elected from single member districts. Please describe any challenges you see from working in this environment. Also please discuss the governance structure of any prior governmental entity you have worked for in the past and your success in leading an organization whose policies are set by elected officials.
- \* 22. How would you support the County's Mission, which is - to provide efficient, responsive services that enhance our quality of life, meet common needs, and promote a safe and healthy community?
- \* 23. What is your vision for economic development in Escambia County? How would you propose setting a plan in place and how would you capitalize on the natural resources available to the community?
- \* 24. Explain your knowledge and experience in administering governmental finances with an understanding of local government tax structures with a budget of \$371 million of which \$175 million comprises the General Fund.
- \* 25. Do you have any experience in dealing with economic downturn in your previous jobs and if so, what cost-saving measures did you put in place during lean budget cycles in order to balance the budget. This should be explained in terms of concrete dollar figures, not just generalities or potential ideas of cost saving measures.
- \* 26. Our economy is primarily based on tourism, health care, military and government. How would you lead our local government given this economic picture?

## County Administrator Supplemental Questionnaire

- \* 27. Escambia County's economy is largely driven by tourism. What experience do you have in the area of tourism? What portion of your prior positions' budgets were devoted to tourism? How do you see potential growth in tourism since the Deepwater Horizon oil spill?
- \* 28. In the past 15 years, Escambia County has seen Hurricanes Erin, Opal, Georges, Ivan, Dennis and Isaac. Each of these hurricanes required different responses based on the severity of the storm, the damages done and the responses of the state and federal government. What experience do you have in managing natural disasters and working with state or federal agencies?
- \* 29. How important is employee satisfaction to you? What experience do you have in improving employee satisfaction?
- \* 30. How do you balance constituent satisfaction with the budget restraints all local governments now face? Do you see any unique challenges to constitute satisfaction given the governance structure described in question # 21?
- \* 31. How will you handle public criticism when the County is doing the right thing, but the message is not getting through to the public?
- \* 32. Please explain your management philosophy and leadership style and why your style is best suited for this job?
- \* 33. What are your visions to move Escambia County forward?
- \* 34. If selected, how long would it take you to begin working and once on board how long will it take for you to start making a real contribution to the organization?
- \* 35. Why are you interested in the position and what makes you the "best" candidate?
- \* 36. Are you a current internal Escambia County BCC employee? (For recruitment purposes student assistants, temps, volunteers and contract employees are considered external applicants.)  
Yes No

\* Required Question

## **County Administrator Recruitment**

### **Recommended Timeline**

<b>January 3, 2013</b>	<b>Board Approval</b> Seek approval of job posting and supplemental questions, advertising plan, sifting criteria, budget and timeline
<b>Jan. 7 – Feb. 20, 2013</b>	<b>Job Posting (6 weeks)</b> HR reviews candidates for minimum qualifications 1-5 p.m. on 01/18, 2/1, 2/15, 2/21 HR provides update to Commissioners on 2/7/13 of number of applicants and number qualified
<b>Feb. 7</b>	<b>Commissioners Appoint Committee</b> One appointee from each Commissioner
<b>Feb. 21 – Mar.22</b>	<b>Sifting Process (4 weeks)</b> Committee sorts candidates on 2/27, 2/28 Committee identifies candidates for phone/skype interview 3/1 Phone/skype interviews conducted 3/7, 3/8, 3/14, and 3/15 Committee conducts final sifting and produces list of 25 candidates on 3/22 and submits to HR for background review.
<b>Mar. 25 – Apr. 13</b>	<b>Background Review of 25 Candidates (3 weeks)</b> Routine Background – educational, criminal, driving Google Search Contact at least 2 public officials per candidate on last 2 jobs, no more than last 10 years
<b>Apr. 18</b>	<b>Submission of 25 Candidates to the Board</b> Commissioners independently review and select their top 5 candidates 4/18 – 5/2 (2 weeks)
<b>May 16</b>	<b>Commissioners Submit Their Top 5 Candidates</b> HR tallies results Seek Commissioners approval of candidate travel Commissioners determine interview dates Option 1 – 6/6/13 – 6/8/13 Option 2 – 6/13/13 – 6/15/13

Process will operate in the “Sunshine” as directed by the County Attorney.

Timeline is subject to change due to scheduling conflicts or change in direction from the Board.



**EVALUATION CRITERIA – County Administrator  
2013**

**EDUCATION LEVEL:**

Preferred Master Level or above – 5 points

Bachelor Level – 4 points

**EXPERIENCE AS:**

County Administrator/Commissioner/County Attorney – 5 points

Mayor/Town/City Manager = 4 points

Assistant County Administrator/VP/CFO = 3 points

Asst. Town/City Manager = 3 points

Deputy/Director Level = 2 point

**SIZE OF ORGANIZATION BASED ON OVERSIGHT OF # EMPLOYEES**

800+ = 5 points

300-799 = 4 points

100-299 = 3 points

Less than 100 = 2 points

**ECONOMIC DEVELOPMENT EXPERIENCE**

Extensive = 5 points

Moderate = 4 points

Minimal = 3 points

None = 0 points

**LAND USE EXPERIENCE**

Extensive = 5 points

Moderate = 4 points

Minimal = 3 points

None = 0 points

**LONG RANGE PLANNING EXPERIENCE**

Extensive = 5 points

Moderate = 4 points

Minimal = 3 points

None = 0 points

**UNION EXPERIENCE**

Extensive (Participation in Negotiations) = 5 points

Moderate (Oversight of organization with Unions) = 4 points

Minimal (Supervision of Union employees) = 3 points

No experience = 0 points

**EVALUATION CRITERIA – County Administrator  
2013**

**BUDGET EXPERIENCE**

300+ Million = 5 points

200-299 Million = 4 points

100-199 Million = 3 points

Below 100 Million = 0 points

**OVERALL PRESENTATION - (Application Responses, Resume, Cover Letter)**

Excellent = 5 points

Very Good = 4 points

Good = 3 points

Fair = 2 points

Poor = 1 point

**County Administrator Recruitment**  
**Estimated Budget**  
(Exclusive of negotiated relocation Expense)  
**2013**

In-House Recruitment – Advertising, Background Checks, Document Production	\$15,000
Final Candidates Travel – Travel, 2 night stay, meals	\$10,000

**County Administrator Recruitment  
Advertising Venues  
2013**

**Planned Advertising Venues:**

Florida Association of Counties  
Florida City/County Management Association  
Florida League of Cities  
National Association of Counties  
ICMA  
Careers in Gov't.com  
Govt.jobs.com  
Pensacola News Journal & CareerBuilder

# COUNTY ADMINISTRATOR RECRUITMENT PROFILE



# ESCAMBIA

C O U N T Y, F L O R I D A



## Escambia County, FL

(Population: 299,114)

### About Escambia County

Nicknamed “The Western Gate to the Sunshine State,” Escambia County is the most northwestern county in the State of Florida. The County was established by ordinance as a non-charter government on July 21, 1821 by the Provisional Governor Andrew Jackson. Escambia County covers a total area of approximately 875 square miles, of which just over 662 square miles is land and approximately 213 square miles is water.

While northwest Florida has not experienced the rapid growth evident in the south and central areas of the state, Escambia County has grown significantly in the past three decades, increasing its population by almost 100,000 residents from just over 205,000 in 1970 to almost 300,000 in 2011. There are two incorporated municipalities in Escambia County, the City of Pensacola and the Town of Century.

Picture perfect white sand beaches and clear Gulf waters draw millions of vacationers to Escambia County each year, but what’s it like to live in the “western gate to the Sunshine State?” From beaches, bays and bayous to zoos and zip-line tours, a truly special place is formed when American ingenuity is paired with a dash of southern hospitality and the laid-back attitude of a coastal community. Marked by a high standard of living at a competitive cost, this extraordinary locale is Escambia County, Florida.

Escambia County is known for its rich cultural, historical and natural offerings. A temperate climate adds to the area’s appeal with year-round access for the avid outdoor enthusiast. It’s easy to find world-class golf and tennis facilities, as well as a well-developed park system offering miles of trails for hiking and biking. With calm seas and an active commitment to its marine ecosystems, Escambia County is a mecca for water sports with unsurpassed access to snorkeling, scuba diving, sailing and deep sea fishing. We’re home to the largest artificial reef in the world – the Oriskany, an 888-foot retired aircraft carrier that now provides a stage for viewing whale sharks, amberjacks and reef fish.

In the outlying areas of Escambia County, life moves along at an unhurried pace, perhaps influenced by our location in the Central Time Zone. Genteel culture still prevails with “yes, ma’am” and “no, sir” familiar refrains. Live oak and magnolia trees thrive among picturesque rural communities surrounded by low hills, crystalline streams and pine forests; and early morning fog rolls across fields of peanuts, corn and cotton.

The region exudes a sunny, relaxed charm that is never short on excitement. Restaurants are excellent and numerous. Shopping options are varied and eclectic. You can start your day dining al fresco, spend the morning splashing in the Gulf of Mexico and the afternoon exploring historic sites

or experiencing the heart-pounding thrill of a 360-degree full-motion flight simulator at the National Museum of Naval Aviation. Cap off the night with a performance at the Saenger, an extensively renovated Spanish baroque-rococo theater founded in 1925. For a more modern twist, the 12,000-seat Pensacola Civic Center hosts a variety of entertainment options ranging from sporting events to internationally renowned musical acts.

While our County seat of Pensacola is the only city in Florida's Gulf Coast to boast the cultural "big five:" a ballet, opera, symphony, theater and accredited museum of arts, we're far from buttoned up. In fact, Escambians love a good party. From Mardi Gras to festivals reflecting our diverse heritage, we celebrate the arts, regional culinary delights, homegrown songwriters and even an annual competitive fish toss across the state line with neighboring Alabama.

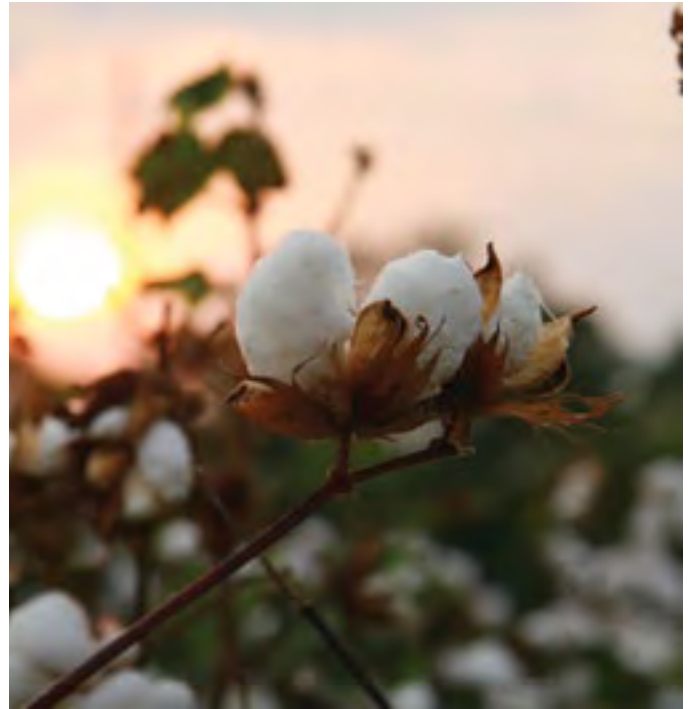
Every Tuesday and Wednesday from March through November, residents and visitors can enjoy the thrills of watching the Blue Angels (officially known as the U.S. Navy Flight Demonstration Squadron) perform aerial stunts at 700 mph as they practice from their home base, Naval Air Station Pensacola.

Sports fans can come out and root for one of the town's two home teams. The Pensacola Blue Wahoos, a Double-A affiliate of Major League Baseball's Cincinnati Reds, play ball in the waterfront \$40 million, 5,000-seat Community Maritime Park and entertainment complex, while the Southern Professional Hockey League's Pensacola Ice Flyers skate at the County-owned Pensacola Civic Center.

Escambia and its neighboring counties offer homebuyers a wide range of lifestyle choices, from urban chic to rural peace. Whether you're interested in a waterfront retreat, a sleek condominium with a view, a historic charmer in town or a rustic farm in the country, you'll find it in Escambia County.

## County Government

Escambia County is committed to providing high levels of service to its residents, at the lowest possible cost, in order to minimize taxpayer burden. The Board of County Commissioners (BOCC) is responsible for adopting an annual budget for all of the Board Departments and for most functions of the Con-



## ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS



From left to right: District 1 Commissioner Wilson Robertson, District 2 Commissioner Gene Valentino, District 3 Commissioner Lumon May, District 4 Commissioner Grover Robinson IV and District 5 Commissioner Steven Barry.

stitutional Officers. The Board’s annual budget process determines the amount of taxes and other revenues that must be raised in order to pay for the services and programs provided to the residents, citizens and visitors of Escambia County. The annual budget serves as the foundation for Escambia County’s financial planning and control.

In compliance with Florida state statutes, the County’s legislative and policy-making powers are vested with the five-member BOCC. Its members are elected by district to four-year overlapping terms. The Chairman presides over the Board and is elected by its members annually. Separate powers for operation of specific functions of County government are vested by the Florida Constitution in the five independent Constitutional Officers: Clerk & Comptroller, Property Appraiser, Sheriff, Supervisor of Election and Tax Collector. These independent officials are elected county-wide as public trustees with direct responsibility to every citizen for delivery of services in a manner defined by Florida Law.

The BOCC’s responsibilities include: passing ordinances and resolutions, creating and adopting the annual budget, levying a property tax on real and personal property, appointing boards and committees and hiring the County Administrator and County Attorney. The Clerk & Comptroller serves as the Chief Financial Officer for the Board of County Commis-

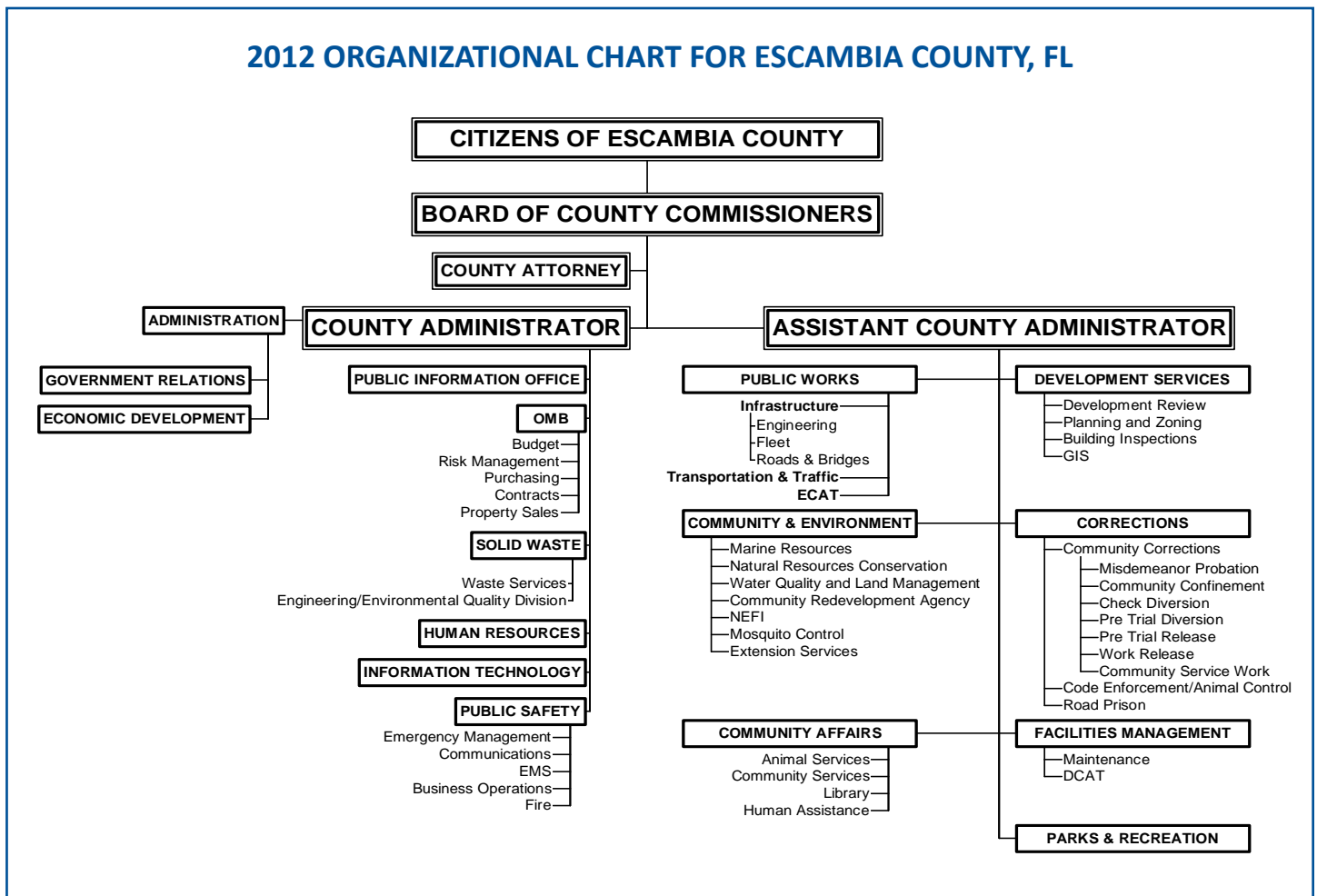
sioners, acting as Accountant, Auditor, Recorder, the Custodian of all County funds and Ex-officio Clerk to the Board.

Except for the County Attorney, the County Administrator appoints and over-seees all non-elected County employees. Functional responsibilities include Public Information and Communications, Budget, Facilities Management, Human Resources, Parks and Recreation, Public Safety, Roads, Community Corrections, Community Affairs, Extension Services, Fire-Recue, Purchasing, Building Inspections, Engineering, Information Resources, Community and Environmental Services, Planning and Zoning, Environmental Enforcement and GIS.

The County has 2,445 employees, of these about 1,000 employees fall under the County Administrator’s leadership. The County’s total budget for FY 2012/2013 is more than \$371 million of which \$175 million comprises the General Fund.

Escambia County provide a full range of services, including the construction and maintenance of highways, streets, and other infrastructure, as well as law enforcement, fire protection, emergency management, health and social services, emergency medical services, landfill operation, mass transportation services and parks and recreational programs.

## 2012 ORGANIZATIONAL CHART FOR ESCAMBIA COUNTY, FL





## Job Requirements

### Experience, Knowledge and Education:

Ideally, Escambia County's next County Administrator will have the equivalent of a Master's degree in Public Administration combined with sufficient chief executive or deputy chief executive local government experience gained in a jurisdiction with a population and level of complexity comparable to Escambia County.

Particular interest will be paid to knowledge in the following areas:

- Economic Development
- Finance
- Budget preparation and administration
- Organizational analysis
- Revenue enhancement
- Construction, rehabilitation and financing of roads and other infrastructure
- Environmental issues

The ideal candidate will also have experience in:

- A location with a dominant urban/rural mix
- A community facing revenue demands increasing at a faster rate than funding sources,
- Managing a complex governmental organization in Florida.

### Desired Management Style, Abilities and Personal Traits

The ideal candidate should be someone who is capable of being viewed by the Escambia Board of County Commissioners as: A trusted partner who is expected to generate policy options and make recommendations. He or she will partici-

pate in BOCC policy direction fully and enthusiastically after decisions are made.

- A person with a solid understanding and respect for the form of government, and the difference between administering policy and establishing policy.
- An apolitical person who avoids any political alignment; not a vote counter nor a "yes" person.
- Able to provide each Commissioner with complete and timely information, keep each member equally informed, have no hidden agendas and prevent avoidable surprises.
- A candid and forthcoming employee and, when circumstances require, able to make strong and even unpopular positions.

In dealing with staff and employees, ideal candidate:

- Should establish a strategic management plan and set high performance standards and be in maximizing staff potential.
- Should understand and utilize performance measurements and best practices.
- Should be skillful in staff selection, development, empowerment, morale building, performance assessment and succession planning.
- Should treat all employees evenhandedly, fairly and consistently and provide them with effective feedback and support.
- Must effectively delegate responsibility and authority and then hold employees accountable to meet established goals and performance standards.



From left to right: Gallery Night on Palafox Street, the Blue Angels, students at University of West Florida

- Should get out of his/her office and be accessible to employees.
- Should have a strong personal commitment to the County and ensure that all employees share this commitment, i.e. the public should be treated professionally and with a helpful and respectful attitude by all County employees.
- Should be visionary and proactive manager who motivates staff to develop and implement creative ideas and programs.

In working with the community, the ideal candidate:

- Is expected to be visible in the community on behalf of the BOCC and communicate with the public in a manner that generates respect and understanding for the BOCC, the government and its projects.
- Is expected to listen to the community and be responsive and sensitive to community needs.
- Should build and maintain cooperative working relationships with Escambia County's cities.
- Must be aware of political implications and careful to serve as a policy implementer rather than a policy maker.

### **Overall Personality Traits and Miscellaneous Skills**

The ideal candidate:

- Must be a person of impeccable personal and professional honesty and integrity.
- Must be visionary and creative and not wedded to the status quo.

- Must treat all people with dignity and respect without regard to race, color, creed, sex, or status of life.
- Should be mature and self-confident and accept responsibility and respond positively to constructive criticism.
- Should be a realist in determining how to spend County resources.
- Should be action and achievement oriented and motivated by positive challenges.
- Should understand and be sensitive to how the actions of local government officials affect the organization's image with private industry and citizens.

### **Residency**

Florida law requires the County Administrator to be a resident of the County on the first day of employment.

### **Compensation**

The first is the total range of \$123,779.39 to \$198,064.17 and then the expected hiring range of \$125,000 to \$150,000. Benefits are excellent.

### **Confidentiality**

Under Florida law, all applications are public record once submitted.

### **How to Apply**

Apply at [myescambia.com/jobs](http://myescambia.com/jobs).





**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-3626**

**Clerk & Comptroller's Report 10. 1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 01/03/2013

**Issue:** Acceptance of Reports

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

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

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**Recommendation:**

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

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

A. The following two Payroll Expenditures:

- (1) Pay Date December 7, 2012, in the amount of \$2,189,906.85; and
- (2) Pay Date December 21, 2012, in the amount of \$2,121,993.47;

B. The following three Disbursement of Funds:

- (1) November 29, 2012, to December 5, 2012, in the amount of \$24,185,108.46;
- (2) December 6, 2012, to December 12, 2012, in the amount of \$3,247,960.97; and
- (3) December 13, 2012, to December 19, 2012, in the amount of \$54,852,897.42;

C. Tourist Development Tax Collections Data for October 2012 returns received in the month of November 2012; this is the second month of collection for Fiscal Year 2012-2013; total collected for the October 2012 returns was \$433,597, which is a 6.77% increase over the October 2011 returns;

D. Investment Report for the month ended November 30, 2012, as required by Ordinance Number 95-13; and

E. The following three Budget Comparison Reports for two (2) months, or 16.67%, of Fiscal Year 2012-2013:

- (1) Summarized, by fund, *Budget to Actual Summary Report For the fiscal year 2013 as of November 30, 2012;*

(2) *Comparison of Actual Revenues & Expenditures to Prior Fiscal Year For the fiscal year 2013 as of November 30, 2012; and*

(3) *Graph of Two Year Comparison General Fund Only Revenues vs. Expenditures October through November.*

**Background:**

Concerning the Investment Report (Item I-1.D.):

The total portfolio earnings for the month of November equaled \$147,168. The short term portfolio achieved an average yield of .23%. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yield of .07%. The core portfolio achieved an average Yield to Maturity at Cost of 1.21% and should be compared to the benchmark of the Merrill Lynch 1 - 5 Year Treasury Index yielding .218%.

All investments included in the County's portfolio are in compliance with the County's Investment Policy.

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**Attachments**

CR I-1

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

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

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

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: December 7, 2012

2012 DEC -5 P 12:07  
 ERNIE LEE MAGAHA  
 CLERK OF CIRCUIT COURT  
 ESCAMBIA COUNTY, FL.  
 BOARD OF COUNTY COMMISSIONERS

Check No:	\$0.00
Direct Deposits:	\$1,135,692.04
Total Deductions and Matching Costs:	\$1,054,214.81
Total Expenditures:	\$2,189,906.85



EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
 ACCOUNTING DIVISION  
 APPEALS DIVISION  
 ARCHIVES AND RECORDS  
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 COUNTY CRIMINAL  
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 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
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 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: December 21, 2012

2012 DEC 19 P 2:32  
 ERNIE LEE MAGAHA  
 CLERK OF CIRCUIT COURT  
 ESCAMBIA COUNTY, FL.  
 COUNTY BOARD OF  
 COMMISSIONERS

Check No:	\$0.00
Direct Deposits:	\$1,123,578.51
Total Deductions and Matching Costs:	\$998,414.96
Total Expenditures:	\$2,121,993.47



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

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

EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
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 MENTAL HEALTH  
 MANAGEMENT INFORMATION SYSTEMS  
 OFFICIAL RECORDS  
 OPERATIONAL SERVICES  
 PROBATE DIVISION  
 TRAFFIC DIVISION  
 TREASURY

Escambia County, Florida  
 Disbursement of Funds From:

11/29/12 to 12/05/12

DISBURSEMENTS

Computer check run of:

<u>12/05/12</u>	\$ <u>2,301,825.92</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Elected Official	\$ <u>6,853,879.88</u>
Preferred Governmental Claims	\$ <u>18,492.73</u>
Credit Card Purchases	\$ <u>22,622.43</u>
Investments	\$ <u>14,988,287.50</u>

Total Disbursement by Wire

\$ 21,883,282.54

**TOTAL DISBURSEMENTS**

\$ 24,185,108.46

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.

ERNEST LEE MAGAHA  
 CLERK OF CIRCUIT COURT  
 ESCAMBIA COUNTY, FL.  
 2012 DEC -5 P 3:00  
 THE BOARD OF  
 COUNTY COMMISSIONERS



EXECUTIVE ADMINISTRATION / LEGAL DIVISION  
 ACCOUNTING DIVISION  
 APPEALS DIVISION  
 ARCHIVES AND RECORDS  
 CENTURY DIVISION  
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 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:

12/06/12 to 12/12/12

DISBURSEMENTS

Computer check run of:

<u>12/12/12</u>	\$ <u>2,699,720.36</u>
<u>L-Vendor</u>	\$ <u>503,683.16</u>

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>42,103.20</u>
Credit Card Purchases	\$ <u>2,454.25</u>

Total Disbursement by Wire

\$ 44,557.45

TOTAL DISBURSEMENTS

\$ 3,247,960.97

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 THE CIRCUIT COURT  
 ESCAMBIA COUNTY, FLORIDA  
 2012 DEC 12 A 11:51  
 BOARD OF  
 COUNTY COMMISSIONERS





EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
 ACCOUNTING DIVISION  
 APPEALS DIVISION  
 ARCHIVES AND RECORDS  
 CENTURY DIVISION  
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**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT & COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

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

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

Escambia County, Florida  
 Disbursement of Funds From:

12/13/12 to 12/19/12

DISBURSEMENTS

Computer check run of:

<u>12/19/12</u>	\$ <u>4,814,475.35</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>26,236.93</u>
Credit Card Purchases	\$ <u>29,896.24</u>
Investments	\$ <u>49,982,288.90</u>

Total Disbursement by Wire

\$ 50,038,422.07

TOTAL DISBURSEMENTS

\$ 54,852,897.42

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 DEC 20 P 12:55  
 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  
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 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 and Comptroller

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

**DATE:** December 10, 2012

**SUBJECT:** Tourist Development Tax (TDT) Collections

**RECOMMENDATION:**

That the Board accepts, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the October 2012 returns received in the month of November 2012, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the second month of collection for the fiscal year 2013.

- ✓ Total collected for the October 2012 returns was \$433,597. This is a 6.77% increase over the October 2011 returns.

Please feel free to call me if you have any questions.

PLS/nac

2012 DEC 12 P 3:11  
 ERNIE LEE MAGAHA  
 CLERK OF CIRCUIT COURT  
 ESCAMBIA COUNTY, FLORIDA

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA  
 REPORTED IN FISCAL YEAR FORMAT  
 ESCAMBIA COUNTY FLORIDA  
 AS OF NOVEMBER

Zip Code	Fiscal Year 2013	Fiscal Year 2012	Difference	% Change
	YTD Collected	YTD Collected		
32501	23,809	21,822	1,987	9%
32502	52,675	47,664	5,011	11%
32503	3,232	3,275	(43)	-1%
32504	152,125	133,987	18,138	14%
32505	18,535	31,868	(13,333)	-42%
32506	34,184	33,106	1,078	3%
32507	132,816	114,115	18,701	16%
32514	67,962	59,855	8,107	14%
32526	33,301	30,378	2,923	10%
32534	21,065	17,551	3,514	20%
32535	376	521	(145)	-28%
32561	424,584	369,724	54,860	15%
32562	-	-	-	0%
32577	-	423	(423)	100%
<b>Total</b>	<b>\$ 964,664</b>	<b>\$ 864,289</b>	<b>\$ 100,375</b>	<b>12%</b>

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA  
 ESCAMBIA COUNTY FLORIDA  
 FISCAL YEAR 2013  
 AS OF NOVEMBER 30 2012

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/12	12,661	2%	27,713	5%	1,528	0%	73,197	14%	9,599	2%
11/12	11,148	3%	24,962	6%	1,704	0%	78,928	18%	8,936	2%
<b>Total</b>	<b>\$ 23,809</b>	<b>2%</b>	<b>\$ 52,675</b>	<b>5%</b>	<b>\$ 3,232</b>	<b>0%</b>	<b>\$ 152,125</b>	<b>16%</b>	<b>\$ 18,535</b>	<b>2%</b>

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/12	15,753	3%	83,654	16%	33,847	6%	15,553	3%	9,695	2%
11/12	18,431	4%	49,162	11%	34,114	8%	17,748	4%	11,369	3%
<b>Total</b>	<b>\$ 34,184</b>	<b>4%</b>	<b>\$ 132,816</b>	<b>14%</b>	<b>\$ 67,962</b>	<b>7%</b>	<b>\$ 33,301</b>	<b>3%</b>	<b>\$ 21,065</b>	<b>2%</b>

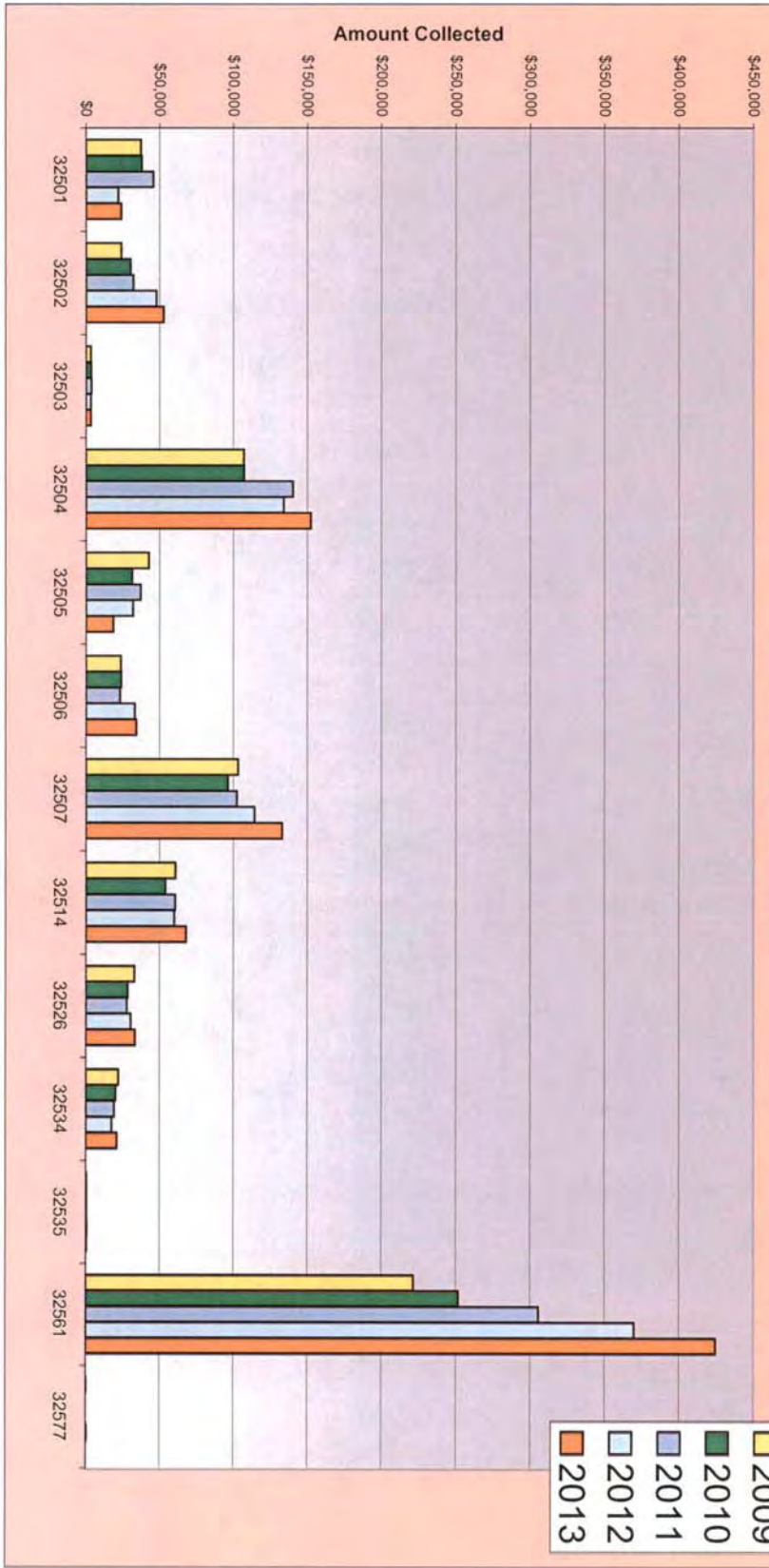
Month of Collection	Zip Code									
	32535		32561		32562		32577		Total Month	% OF Total
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/12	110	0%	247,757	47%	-	0%	-	0%	531,066	100%
11/12	267	0%	176,827	41%	-	0%	-	0%	433,597	100%
<b>Total</b>	<b>\$ 376</b>	<b>0%</b>	<b>\$ 424,584</b>	<b>44%</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 964,664</b>	<b>100%</b>



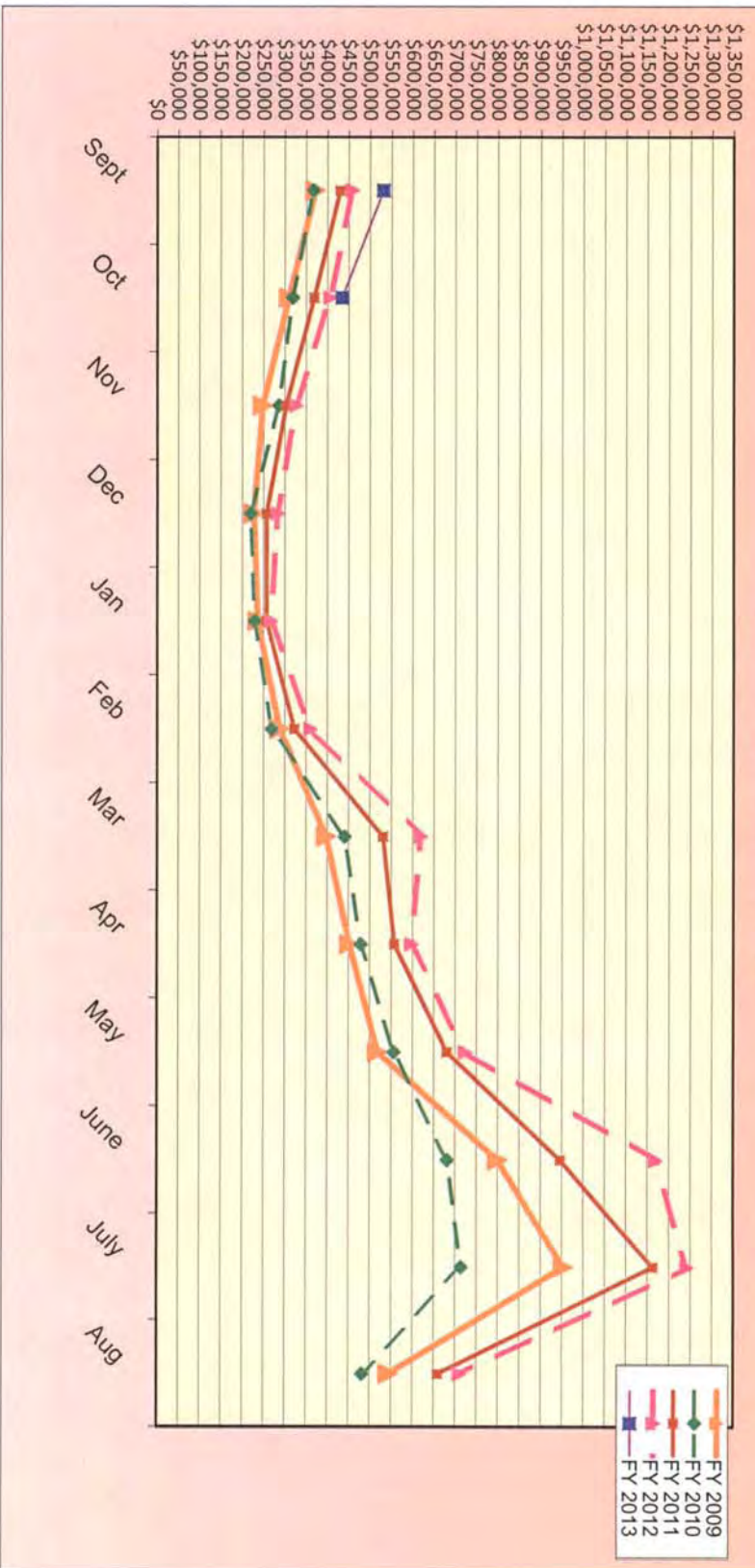
**Tourist Development Tax Collections**  
**5-Year Comparison**  
**Returns through October 31, 2012**



Tourist Development Tax Collections  
 5-Year Comparison on a Monthly Basis  
 September thru October Returns



TOURIST DEVELOPMENT TAX  
5 YEAR TRENDLINE  
FY 2009 - FY 2013  
Returns through October 31, 2012





Tourist Development Tax Collection Data  
 Reported in Fiscal Year Format  
 Escambia County Florida

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2004-2013											
Month Of Collection	For The Month Of	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013		
OCT	SEP	\$224,446	\$248,504	\$302,728	\$245,125	\$288,077	\$277,444	\$274,902	\$321,850	\$343,637	\$398,300		
NOV	OCT	211,517	232,619	262,261	224,646	238,591	231,361	238,423	276,214	304,579	325,198		
<b>TOTAL</b>		<b>\$435,963</b>	<b>\$481,123</b>	<b>\$564,989</b>	<b>\$469,771</b>	<b>\$526,668</b>	<b>\$508,806</b>	<b>\$513,325</b>	<b>\$598,064</b>	<b>\$648,216</b>	<b>\$723,498</b>		

TOURIST DEVELOPMENT TAX COLLECTION DATA  
 REPORTED IN FISCAL YEAR FORMAT  
 ESCAMBIA COUNTY, FLORIDA

ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2004-2013												
Month Of Collection	For The Month Of	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	
		OCT	SEP	\$72,025	\$80,772	\$100,760	\$81,708	\$96,026	\$92,482	\$91,634	\$107,283	\$114,546
NOV	OCT	68,243	77,125	87,266	74,862	79,530	77,120	79,474	92,072	101,526	108,399	
	TOTAL	\$140,269	\$157,896	\$188,026	\$156,590	\$175,556	\$169,602	\$171,108	\$199,355	\$216,072	\$241,166	



EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
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**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 \*

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 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:** December 11, 2012

**SUBJECT:** November 2012 Investment Report

2017 DEC 12 P 4: 53  
 CLERK OF CIRCUIT COURT  
 ESCAMBIA COUNTY, FL  
 ERNIE LEE MAGAHA

**RECOMMENDATION:**

That the Board accepts, for filing with the Board's Minutes, the Investment Report for the month ended November 30, 2012 as required by Ordinance 95-13.

The total portfolio earnings for the month of November equaled \$147,168. The short term portfolio achieved an average yield of .23%. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .07%. The core portfolio achieved an average Yield to Maturity at Cost of 1.21% and should be compared to the benchmark of the Merrill Lynch 1 – 5 Year Treasury Index yielding .218%.

All investments included in the County's portfolio are in compliance with the County's Investment Policy.

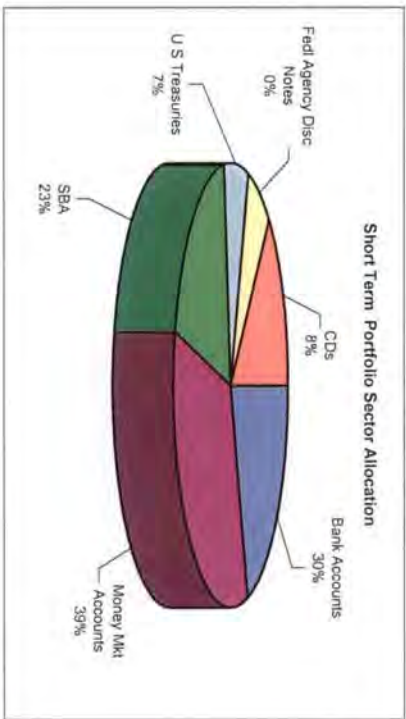
If you have any questions or comments, please do not hesitate to call me at 595-4825.

PLS/CM/nac

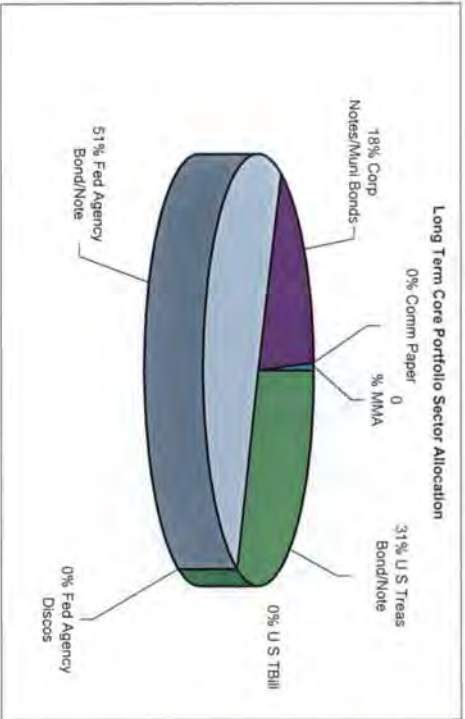


**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INVESTMENT PORTFOLIO SUMMARY REPORT**  
**FISCAL YEAR 2012-2013**  
**November 30, 2012**

**PORTFOLIO COMPOSITION**



SHORT TERM PORTFOLIO (Maturities < or = to 1 Year):	Par Value	Market Value	Percent
Bank Accounts	\$ 15,201,970	\$ 15,201,970	20%
Money Market Accounts	24,884,617	24,884,617	34%
State Board of Administration	14,092,394	14,092,394	19%
U S Treasuries	5,000,000	4,993,055	7%
Federal Agency/Discount Notes	5,000,000	4,993,765	7%
Certificates of Deposit	10,000,000	10,000,000	13%
<b>Total Short Term Portfolio Assets:</b>	<b>\$ 74,178,980</b>	<b>\$ 74,165,800</b>	<b>100%</b>
<b>Short Term Portfolio Yield:</b>	<b>0.23%</b>	<b>YTD Earnings:</b>	<b>18,609</b>
<b>Benchmark S&amp;P GIP Index 30 Day:</b>	<b>0.07%</b>		



LONG TERM CORE PORTFOLIO (Maturities > 1 Year):	Par Value	Market Value	Percent
US Treasury Bond/Notes	\$ 32,850,000	\$ 31,618,542	31%
US Treasury Bill	-	-	0%
Federal Agency Discount Notes	-	-	0%
Federal Agency Bond/Note	51,435,000	54,704,015	51%
Corporate Notes/Muni Bonds	18,025,000	18,242,752	18%
Commercial Paper	-	-	0%
Federated Govt Money Market Fund	(474,265)	(474,265)	0%
*Book balance due to trade settlements in December.			
<b>Total Managed CORE Assets:</b>	<b>\$ 101,835,735</b>	<b>\$ 104,091,044</b>	<b>100%</b>
<b>CORE Portfolio Yield to Maturity at Cost:</b>	<b>1.21%</b>	<b>YTD Earnings:</b>	<b>\$ 243,291</b>
<b>CORE Portfolio Yield to Maturity at Market:</b>	<b>0.460%</b>		
<b>Benchmark Merrill Lynch 1-3 Yr Treasury Index:</b>	<b>0.089%</b>		
<b>Benchmark Merrill Lynch 1-5 Yr Treasury Index:</b>	<b>0.218%</b>		

Total Portfolio: \$ 176,014,715    \$ 178,256,844  
 Current Month Earnings: \$ 147,168  
 Year to Date Earnings: \$ 261,902

**INVESTMENT'S PORTFOLIO COMPOSITION**  
**ESCAMBIA COUNTY, FLORIDA**  
**November 30, 2012**

Security Description	Purchase Date	Maturity Date	Interest or Coupon Rate	Yield to Maturity	Face Value	Market Value 11/30/2012	Book Value 11/30/2012	Actual Percentage	Portfolio Limit	Issuer Percentage	Issuer Limit	
<b>BANK ACCOUNTS:</b>												
BANK OF AMERICA (DEPOSITORY)			ECR 45%	NA	14,526,442	14,526,442	14,526,442					
BANK OF AMERICA (SHIP)			ECR 45%	NA	637,821	637,821	637,821					
BANK OF AMERICA (DDA)			ECR 45%	NA	37,706	37,706	37,706					
<b>TOTAL BANK ACCOUNT</b>					<b>15,201,970</b>	<b>15,201,970</b>	<b>15,201,970</b>	<b>20.50%</b>				
<b>BRANCH BANKING AND TRUST (MONEY MKT) ACCOUNT</b>												
SUNTRUST NOW (MONEY MKT) ACCOUNT			0.15%	NA	9,768,447	9,768,447	9,768,447			13.17%	10,000%	
SERVIFIRST (MONEY MKT) ACCOUNT			0.10%	NA	5,103,065	5,103,065	5,103,065			6.88%	10,000%	
SERVIFIRST (MONEY MKT) ACCOUNT			0.30%	NA	10,013,104	10,013,104	10,013,104			13.50%	10,000%	
<b>TOTAL MONEY MARKET ACCOUNT</b>					<b>24,884,617</b>	<b>24,884,617</b>	<b>24,884,617</b>	<b>33.55%</b>	<b>20.00%</b>			
<b>STATE BOARD OF ADMINISTRATION Acct #141071</b>												
STATE BOARD OF ADMINISTRATION			0.28%	NA	14,092,394	14,092,394	14,092,394			19.00%	25,000%	
<b>TOTAL STATE BOARD OF ADMINISTRATION</b>					<b>14,092,394</b>	<b>14,092,394</b>	<b>14,092,394</b>	<b>19.00%</b>				
<b>U.S. TREASURIES:</b>												
<b>CANTOR FITZGERALD-BILL</b>												
MATURED UNITED STATES TREASURIES	11/30/2012	10/17/2013	0.13%	0.13%	5,000,000	4,993,055	4,994,222					
<b>TOTAL UNITED STATES TREASURIES</b>					<b>5,000,000</b>	<b>4,993,055</b>	<b>4,994,222</b>	<b>6.73%</b>	<b>100.00%</b>			
<b>FEDERAL INSTRUMENTALITIES:</b>												
<b>MSSB-FHLE</b>												
TOTAL FEDERAL INSTRUMENTALITIES	11/30/2012	9/10/2013	0.15%	0.15%	5,000,000	4,993,765	4,994,104					
<b>TOTAL FEDERAL INSTRUMENTALITIES</b>					<b>5,000,000</b>	<b>4,993,765</b>	<b>4,994,104</b>	<b>6.73%</b>	<b>100.00%</b>			
<b>CERTIFICATES OF DEPOSITS:</b>												
<b>BVVA COMPASS</b>												
TOTAL BVVA COMPASS BANK	11/16/2012	8/16/2013	0.25%	0.25%	5,000,000	5,000,000	5,000,000			6.74%	10,000%	
SERVIFIRST	8/24/12	8/23/13	0.45%	0.45%	5,000,000	5,000,000	5,000,000			6.74%	10,000%	
TOTAL SERVIFIRST BANK					<b>5,000,000</b>	<b>5,000,000</b>	<b>5,000,000</b>					
<b>TOTAL CERTIFICATES OF DEPOSITS</b>					<b>10,000,000</b>	<b>10,000,000</b>	<b>10,000,000</b>	<b>13.48%</b>	<b>20.00%</b>			
<b>TOTAL INVESTMENTS</b>												
INTEREST RECEIVABLE AS OF:	11/30/2012				74,178,980	74,165,800	74,167,306				100.00%	
<b>TOTAL EQUITY IN INVESTMENTS AS OF:</b>	<b>11/30/2012</b>						<b>6,605</b>					
<b>TOTAL LONG TERM CORE PORTFOLIO ASSETS AS OF:</b>	<b>11/30/2012</b>						<b>74,173,912</b>					
<b>TOTAL EQUITY IN INVESTMENTS AS OF:</b>	<b>11/30/2012</b>						<b>103,640,576</b>					
<b>TOTAL EQUITY IN INVESTMENTS AS OF:</b>	<b>11/30/2012</b>						<b>177,814,488</b>					



ESCAMBIA COUNTY LONG TERM PORTFOLIO - 25000100

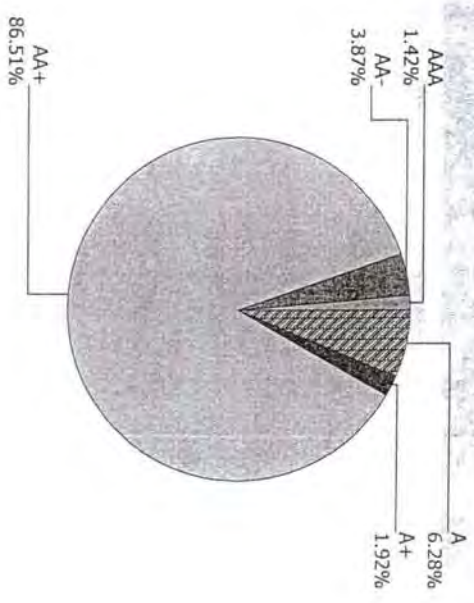
Managed Account Issuer Summary

For the Month Ending November 30, 2012

Issuer Summary

Issuer	Market Value of Holdings	Percent
BANK OF NEW YORK	2,022,242.00	1.92
CALLEGUA WTR DIST, CA	1,503,015.00	1.42
DEERE & COMPANY	2,521,392.83	2.39
FANNIE MAE	25,130,776.07	23.82
FEDERAL FARM CREDIT BANKS	3,529,911.28	3.34
FEDERAL HOME LOAN BANKS	2,632,991.20	2.49
FREDDIE MAC	21,954,654.75	20.80
GENERAL ELECTRIC CO	4,000,744.80	3.79
JP MORGAN CHASE & CO	2,998,140.00	2.84
MCDONALD'S CORPORATION	1,108,158.70	1.05
PROCTER & GAMBLE CO	3,020,265.00	2.86
STATE OF MICHIGAN	1,068,683.20	1.01
UNITED STATES TREASURY	34,043,722.36	32.27
<b>Total</b>	<b>\$105,534,697.19</b>	<b>100.00%</b>

Credit Quality (S&P Ratings)





**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 •

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

FINANCE  
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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

CLERK OF THE BOARD OF  
COUNTY COMMISSIONERS

2012 DEC 18 P 1:42

ERNIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL

**DATE:** December 18, 2012

**SUBJECT:** Budget Comparison Reports through November 30 for Fiscal Years 2012 and 2013

**RECOMMENDATION:**

That the Board accepts, for filing with the Board's Minutes, Budget Comparison Reports for two (2) months, or 16.67%, of Fiscal Year 2013 as follows:

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

PLS/nac

**Budget to Actual Summary Report**  
**For the fiscal year 2013**  
**as of November 30, 2012**  
**2 months or 16.67% of Fiscal Year**

Fund # Fund Name	BUDGET ACTIVITY				Total Revenue		Total Expenditures		Difference Gain/(Use) of Fund Balance <sup>1</sup>
	BUDGET as originally published	Re-Budgets of Prior Yr. Projects	Budget Amendments	Amended Budget	2013 Actual Revenue	Percent Realized To Date	2013 Actual Expenditures	Percent Expended To Date	
001 General Fund	\$ 174,475,412	\$ 512,245	\$ 2,146,069	\$ 177,133,726	\$ 23,439,845	13%	\$ 25,192,171	14%	(\$1,752,326)
101 Esc. County Restricted	307,364	80,931	0	388,295	81,647	21%	33,100	9%	48,547
102 Economic Development	2,215,000	288,425	0	2,503,425	6,034	0%	110,531	4%	(104,497)
103 Code Enforcement	2,299,874	0	0	2,299,874	316,439	14%	269,824	12%	46,615
104 Mass Transit	9,673,536	0	0	9,673,536	872,636	9%	201,539	2%	671,097
106 Mosquito Control	18,500	0	0	18,500	0	0%	3,870	21%	(3,870)
108 Tourist Promotion	6,937,950	711,136	0	7,649,086	973,633	13%	1,299,553	17%	(325,920)
110 Grants Fund	1,042,543	2,892,149	1,114,502	5,049,194	103,955	2%	155,517	3%	(51,562)
112 Disaster Recovery	0	0	0	0	1,466	n/a	0	n/a	1,466
114 Misdemeanor Probation	2,328,561	386,004	0	2,714,565	389,398	14%	312,474	12%	76,924
115 Article V	2,990,505	144,609	0	3,135,114	286,410	9%	478,013	15%	(191,603)
116 Development Review Fees	366,970	3,200	0	370,170	65,069	18%	41,881	11%	23,188
117 Perdido Key Beach Mouse	0	80,000	0	80,000	228	n/a	0	n/a	228
120 SHIP	324,602	152,000	0	476,602	14	0%	11,832	2%	(11,818)
121 Law Enforcement Trust	0	0	0	0	35,264	n/a	0	n/a	35,264
124 Affordable Housing Grant	1,655,000	1,044	0	1,656,044	8,343	1%	17,862	1%	(9,519)
129 CDBG/HUD	3,801,896	754,681	175,460	4,732,037	303,896	6%	281,658	6%	22,238
130 Handicapped Parking	35,625	0	0	35,625	2,807	8%	847	2%	1,960
131 Family Mediation	100,000	0	0	100,000	187	0%	816	1%	(629)
143 Fire Protection Fund	11,344,133	0	0	11,344,133	2,262,424	20%	1,428,553	13%	833,871
145 E-911	1,330,000	10,224	0	1,340,224	1,853	0%	218,142	16%	(216,289)
146 HUD-CDBG Housing Rehab	50,000	0	0	50,000	149	0%	0	0%	149
147 HUD-Home Fund	3,770,727	204,360	0	3,975,087	190,396	5%	138,852	3%	51,544
151 Community Redevelopment	1,627,415	759,300	1,444	2,388,159	218,951	9%	283,956	12%	(65,005)
152 Southwest Sector	0	2,954,842	0	2,954,842	3,232	0%	0	0%	3,232
167 Bob Sikes Toll	2,897,500	525,169	0	3,422,669	399,996	12%	357,774	10%	42,222
175 Transportation Trust	18,865,054	1,520,212	0	20,385,266	2,497,910	12%	3,283,254	16%	(785,344)
177 StreetLighting and Road MSBU	785,234	0	0	785,234	122,728	16%	78,995	10%	43,733
181 Master Drainage	40,921	841,210	0	882,131	10,562	1%	23,910	3%	(13,348)



Budget to Actual Summary Report  
 For the fiscal year 2013  
 as of November 30, 2012  
 2 months or 16.67% of Fiscal Year

Fund # Fund Name	BUDGET ACTIVITY				Total Revenue		Total Expenditures		Difference Gain/(Use) of Fund Balance <sup>1</sup>
	BUDGET as originally published	Re-Budgets of Prior Yr. Projects	Budget Amendments	Amended Budget	2013 Actual Revenue	Percent Realized To Date	2013 Actual Expenditures	Percent Expended To Date	
203 Debt Service	7,718,334	0	0	7,718,334	9,393,256	122%	8,524,827	110%	868,429
320 FTA Grants	0	169,550	0	169,550	514	0%	0	0%	514
333 New Road Construction	0	27,949	0	27,949	49	0%	0	0%	49
351 LOST II	0	0	0	0	0	0%	0	0%	0
352 LOST III	32,414,883	57,405,526	0	89,820,409	2,686,217	3%	3,771,727	4%	(1,085,510)
401 Solid Waste	15,702,568	3,055,404	667,045	19,425,017	1,916,614	10%	1,941,365	10%	(24,751)
406 Inspections	2,196,835	667,045	(667,045)	2,196,835	317,828	14%	250,220	11%	67,608
408 EMS	13,996,111	222,950	0	14,219,061	1,696,312	12%	1,614,020	11%	82,292
409 Civic Center	6,650,074	344,568	0	6,994,642	461,093	7%	757,392	11%	(296,299)
501 Internal Service Fund	28,139,009	199,248	3,110,920	31,449,177	6,149,410	20%	4,929,848	16%	1,219,562
<b>TOTALS</b>	<b>\$ 356,102,136</b>	<b>\$ 74,913,981</b>	<b>\$ 6,548,395</b>	<b>\$ 437,564,512</b>	<b>\$ 55,216,765</b>	<b>13%</b>	<b>\$ 56,014,323</b>	<b>13%</b>	

<sup>1</sup> 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.

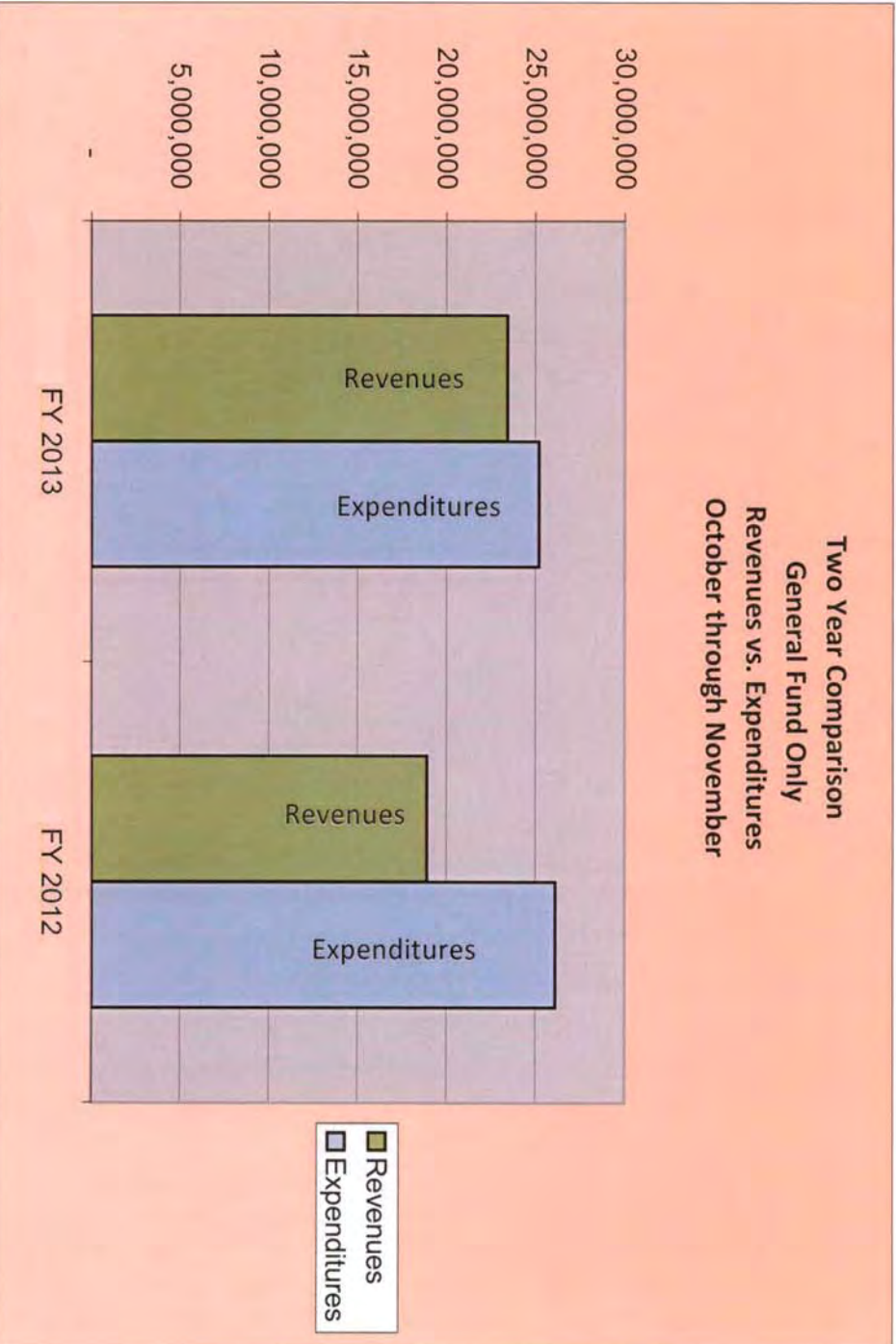
Comparison of Actual Revenues & Expenditures to Prior Fiscal Year  
 For the fiscal year 2013  
 as of November 30, 2012  
 2 months or 16.67% of Fiscal Year

Fund #	Fund Name	Actual Revenue Oct - Nov Fiscal 2013	Actual Revenue Oct - Nov Fiscal 2012	Incr/ -Dec from Fiscal 2012	Actual Expenditures Oct - Nov Fiscal 2013	Actual Expenditures Oct - Nov Fiscal 2012	Incr/ -Dec from Fiscal 2012
001	General Fund	\$ 23,439,845	\$ 18,914,372	24%	\$ 25,192,171	\$ 26,124,497	-4%
101	Esc. County Restricted	81,647	46,940	74%	33,100	31,154	6%
102	Economic Development	6,034	143,783	-96%	110,531	233,333	-53%
103	Code Enforcement	316,439	324,627	-3%	269,824	323,111	-16%
104	Mass Transit	872,636	1,172,741	-26%	201,539	178,982	13%
106	Mosquito Control	-	31	-100%	3,870	1,680	100%
108	Tourist Promotion	973,633	2,334,641	-58%	1,299,553	996,623	30%
110	Grants Fund	103,955	699,473	-85%	155,517	1,322,614	-88%
112	Disaster Recovery	1,466	4,588	-68%	-	-	n/a
114	Misdemeanor Probation	389,398	412,572	-6%	312,474	275,956	13%
115	Article V	286,410	290,918	-2%	478,013	606,068	-21%
116	Development Review Fees	65,069	31,769	105%	41,881	28,723	46%
117	Perdido Key Beach Mouse	228	205	11%	-	-	n/a
120	SHIP	14	29,717	-100%	11,832	58,393	100%
121	Law Enforcement Trust	35,264	937	3664%	-	-	n/a
124	Affordable Housing Grant	8,343	4,656	79%	17,862	75,195	-76%
129	CDBG/HUD	303,896	551,568	-45%	281,658	495,769	-43%
130	Handicapped Parking	2,807	4,081	-31%	847	1,579	-46%
131	Family Mediation	187	184	2%	816	1,931	-58%
143	Fire Protection Fund	2,262,424	2,183,637	4%	1,428,553	1,480,204	-3%

Comparison of Actual Revenues & Expenditures to Prior Fiscal Year  
For the fiscal year 2013  
as of November 30, 2012  
2 months or 16.67% of Fiscal Year

Fund #	Fund Name	Actual Revenue Oct - Nov Fiscal 2013	Actual Revenue Oct - Nov Fiscal 2012	Incr/ -Dec from Fiscal 2012	Actual Expenditures Oct - Nov Fiscal 2013	Actual Expenditures Oct - Nov Fiscal 2012	Incr/ -Dec from Fiscal 2012
145	E-911	1,853	1,517	-22%	218,142	331,596	-34%
146	HUD-CDBG Housing Rehab	149	129	16%	-	-	n/a
147	HUD-Home Fund	190,396	384,492	-50%	138,852	264,706	-48%
151	Community Redevelopment	218,951	301,231	-27%	283,956	109,461	159%
152	Southwest Sector	3,232	3,369	-4%	-	22,286	n/a
167	Bob Sikes Toll	399,996	377,112	6%	357,774	406,213	-12%
175	Transportation Trust	2,497,910	2,974,340	-16%	3,283,254	3,396,008	-3%
177	Streetlighting and Road MSBU	122,728	181,365	-32%	78,995	74,375	6%
181	Master Drainage	10,562	10,997	-4%	23,910	42,572	-44%
203	Debt Service	9,393,256	1,283,683	632%	8,524,827	168,111	4971%
320	FTA Grants	514	472	9%	-	-	n/a
333	New Road Construction	49	404	-88%	-	-	n/a
351	LOST II	-	20	-100%	-	(35,884)	-100%
352	LOST III	2,686,217	2,563,489	5%	3,771,727	4,495,350	-16%
401	Solid Waste	1,916,614	1,692,949	13%	1,941,365	3,977,755	-51%
406	Inspections	317,828	310,963	2%	250,220	380,275	-34%
408	EMS	1,696,312	1,491,418	14%	1,614,020	2,121,943	-24%
409	Civic Center	461,093	545,998	-16%	757,392	1,948,006	100%
501	Internal Service Fund	6,149,410	4,550,380	35%	4,929,848	2,144,797	130%
	<b>TOTALS</b>	\$ 55,216,765	\$ 43,825,768	26%	\$ 56,014,323	\$ 52,083,382	8%

Two Year Comparison  
 General Fund Only  
 Revenues vs. Expenditures  
 October through November



■ Revenues  
 ■ Expenditures



**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-3655**

**Clerk & Comptroller's Report 10.2.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 01/03/2013

**Issue:** Public Official Bond

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

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

---

**Recommendation:**

Recommendation Concerning Approval of the Public Official Bond for the Honorable David Morgan, Sheriff

That the Board approve the Public Official Bond, underwritten by Western Surety Company, for the Honorable David Morgan, Sheriff, for a term beginning January 7, 2013, and ending January 7, 2017, Bond No. 71339384, in the amount of \$25,000.

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**Attachments**

CR I-2

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**MAIN OFFICE**  
P. O. Box 18770  
Pensacola, Florida 32523  
(850) 436-9630

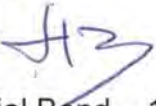


**DETENTION**  
P. O. Box 17800  
Pensacola, Florida 32522  
(850) 436-9800

**ESCAMBIA COUNTY SHERIFF'S OFFICE**  
**David Morgan, Sheriff**

10 DEC 12

MEMORANDUM

TO: Alison Rogers, County Attorney  
FROM: Henrique Dias, CFO   
SUBJECT: Sheriff's Public Official Bond – 1/7/2013 – 1/7/2017

Please have the Board of County Commissioners', Honorable Chairman Gene Valentino and the other Commissioners sign the attached documents (2 originals) in the designated areas.

Please call me when documents have been signed (I will pick them up) or if you have any additional questions. My contact numbers is 436-9541 or 436-9949.

COUNTY ATTORNEYS OFFICE  
10 DEC 2012  
PH01:14

HD/jbf

WESTERN SURETY COMPANY  
P.O. Box 5077  
Sioux Falls, SD 57117-5077  
(605) 336-0850



Bond No. 71339384  
Effective Date: January 7, 2013

# Western Surety Company

State of Florida  
Secretary of State  
Division of Elections  
500 South Bronough Street, Room 316  
Tallahassee, Florida 32399-0250

## Public Official Bond

County of Escambia

KNOW ALL PERSONS BY THESE PRESENTS, That we, David Morgan  
*(Official's Name)*

as Principal, and WESTERN SURETY COMPANY

as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the sum of  
\$ 25,000.00 Dollars, we hereby bind ourselves and each of our heirs, executors,  
administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official was  
elected  appointed  Sheriff Escambia County Board of Commissioners to hold this office for  
*(Name of Office)*  
a term beginning January 7, 2013 and ending January 7, 2017 and until his/her  
successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of their office as provided by law, this obligation is void.

X   
*(Signature of Official)*

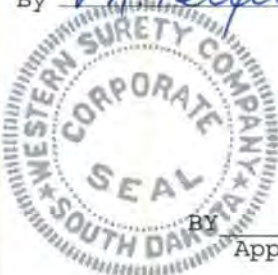
Signed and Sealed this 7th day of November, 2012

WESTERN SURETY COMPANY

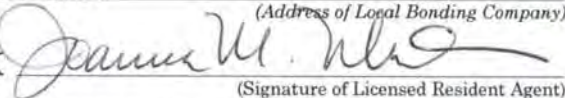
By M. Bixler **M. Bixler, Ass't. Sec.**

101 South Phillips Avenue  
Sioux Falls, SD 57104-6703  
*(Address of Main Surety Company)*

Hunt Insurance Group, LLC  
*(Name of Local Bonding Company)*  
P. O. Box 12909, Tallahassee, FL  
32317-2909  
*(Address of Local Bonding Company)*



(SEAL)

By X   
*(Signature of Licensed Resident Agent)*

FL License No. A023516  
*(Social Security Number of Licensed Resident Agent)*

Joanna M. Mueller  
*(Type Name of Licensed Resident Agent)*

The above is approved this \_\_\_\_\_ day of \_\_\_\_\_,  
by: \_\_\_\_\_  
County Commissioners

Chairman: \_\_\_\_\_

STATE OF SOUTH DAKOTA  
County of Minnehaha

} SS

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

On this 7th day of November, 2012, before me, a Notary Public in

and for said County, personally appeared M. Bixler, Asst. Sec.  
personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of WESTERN SURETY  
COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the  
foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on  
behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the  
execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above  
written.

My commission expires

**H. DAHLSTROM**  
My Commission Expires 5-26-2016

*H. Dahlstrom*

Notary Public



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

M. Bixler of Sioux Falls,  
State of South Dakota, with limited authority, its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One SHERIFF ESCAMBIA COUNTY BOARD OF COMMISSIONERS

bond with bond number 71339384

for DAVID MORGAN

as Principal in the penalty amount not to exceed: \$25,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 7th day of November, 2012.

ATTEST

A. Vietor

A. Vietor, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

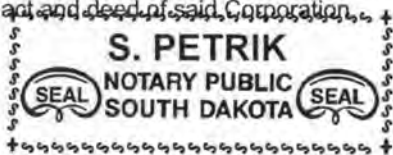
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss



On this 7th day of November, 2012, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Vietor

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



S. Petrik

Notary Public

My Commission Expires August 11, 2016

# Hunt Insurance Group, LLC



November 29, 2012

Mr. Henrique Dias  
Chief Financial Office  
Escambia County Sheriff's Office  
1700 W. Leonard Street  
Pensacola, FL 32501

RE: **Sheriffs Public Official Bond**  
Bond# 71339384

Dear Mr. Dias:

Per your request, please find enclosed Public Official Bond and invoice for Sheriff Morgan effective January 4, 2013. The Sheriff will need to sign the bond and take it before the Board of County Commissioners, have it approved, and filed with the Department of State.

Let us know if you have any questions regarding this process. Thanks.

Sincerely,

Hunt Insurance Group, LLC/Willis

A handwritten signature in cursive script that reads "Wendy". The signature is written in black ink and is positioned above the typed name.

Wendy M. Ross, ACSR  
Account Manager



**DAVID MORGAN, SHERIFF**  
 ESCAMBIA COUNTY SHERIFF'S OFFICE  
 GENERAL FUND ACCOUNT  
 P.O. BOX 18770  
 PENSACOLA, FLORIDA 32523-8770  
 (850)436-9541

WELLS FARGO BANK, N.A.  
 PENSACOLA, FLORIDA  
 63-24/1210

CHECK DATE  
 12/03/12

CHECK NO.  
 10007394

AMOUNT \$\*\*\*\*\*430.53\*

**PAY** THE SUM OF FOUR HUNDRED THIRTY DOLLARS & 53 CENTS

TO THE HUNT INSURANCE GROUP  
 ORDER PO BOX 102114  
 OF ATLANTA GA 30368-2114



*David Morgan*

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

⑈ 10007394 ⑈ ⑆ 121000248 ⑆ 2000682896229 ⑈

David Morgan, Sheriff - Escambia County Sheriff's Office  
 1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 25

CHECK NO. 10007394

ACCOUNT	PURCH. ORDER	INVOICE NUMBER	AMOUNT	DESCRIPTION
1001 54502		170163	430.53	SURETY BONDS

25 HUNT INSURANCE GROUP

----- INVOICE -----

Escambia County Sheriffs Office  
 P.O. Box 18770  
 Pensacola, FL 32523

Invoice Date 11/27/12  
 Invoice No. 170163  
 Bill-To Code 8ESCACOU  
 Client Code 8ESCACOU  
 Inv Order No. 8\*166444

Named Insured: Escambia County Sheriffs Office

Amount Remitted: \$

Please include invoice number with your payment

Make checks payable to: Hunt Insurance Group

Effective Date	Policy Period	Coverage Description	Transaction Amount
01/07/13	01/07/13 to 01/07/17	CNA Surety Policy No. 71339384 *New - Surety Bonds	425.00
		Surcharges - Surety Bonds	5.53
		Invoice Number: 170163      Amount Due:	430.53
<p>1001-54502</p> <p>OK HIS</p>			

\*Premiums Due and Payable on Effective Date

Willis is a member of a major international group of companies. In addition to the compensation received by Willis from insurers for placements of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by Willis' corporate parent or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers. On October 21, 2004, we announced that we would discontinue contingencies in North America immediately and in other countries in which we operate by the end of the year. For any placements that were made prior to October 21, 2004, it is possible that Willis or its corporate parents or affiliates, earned contingent payments or allowances from insurers based on factors which are not client-specific, such as size or performance of an overall book of business produced with an insurer by Willis, its corporate parents or affiliates. Upon written request, Willis will provide information regarding the compensation received by Willis or by its corporate parents or affiliates. Prior to its merger with Willis, HRH accepted contingent compensation on certain of its clients' accounts; these contingents will be phased out over three years, and no contingents will be accepted on any new brokerage clients or business generated after the October 1, 2008 acquisition.



*From the Desk of*

HENRIQUE DIAS

12/3/12

Wendy:

Enclosed is check for Sheriff  
Morgan's Bond.

Can you please send  
me paperwork for  
signature.

Thanks

H. D.



**DAVID MORGAN, SHERIFF**  
 ESCAMBIA COUNTY SHERIFF'S OFFICE  
 GENERAL FUND ACCOUNT  
 P.O. BOX 18770  
 PENSACOLA, FLORIDA 32523-8770  
 (850)436-9541

WELLS FARGO BANK, N.A.  
 PENSACOLA, FLORIDA  
 63-24/1210

CHECK DATE  
 12/03/12

CHECK NO.  
 10007394

AMOUNT \$\*\*\*\*\*430.53\*

**PAY** THE SUM OF FOUR HUNDRED THIRTY DOLLARS & 53 CENTS

TO THE HUNT INSURANCE GROUP  
 ORDER PO BOX 102114  
 OF ATLANTA GA 30368-2114



*David Morgan*

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

⑈ 10007394⑈ ⑆ 121000248⑆ 2000682896229⑈

David Morgan, Sheriff - Escambia County Sheriff's Office  
 1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 25

CHECK NO. 10007394

ACCOUNT	PURCH. ORDER	INVOICE NUMBER	AMOUNT	DESCRIPTION
1001	54502	170163	430.53	SURETY BONDS

25 HUNT INSURANCE GROUP

----- INVOICE -----

Escambia County Sheriffs Office  
P.O. Box 18770  
Pensacola, FL 32523

Invoice Date 11/27/12  
Invoice No. 170163  
Bill-To Code 8ESCACOU  
Client Code 8ESCACOU  
Inv Order No. 8\*166444

Named Insured: Escambia County Sheriffs Office

Amount Remitted: \$

Please include invoice number with your payment

Make checks payable to: Hunt Insurance Group

Effective Date	Policy Period	Coverage Description	Transaction Amount
01/07/13	01/07/13 to 01/07/17	CNA Surety Policy No. 71339384 *New - Surety Bonds	425.00
		Surcharges - Surety Bonds	5.53
		Invoice Number: 170163      Amount Due:	430.53
<p>1001-54502</p> <p>OK CIP HIS</p>			

\*Premiums Due and Payable on Effective Date

Willis is a member of a major international group of companies. In addition to the compensation received by Willis from insurers for placements of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by Willis' corporate parent or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers. On October 21, 2004, we announced that we would discontinue contingencies in North America immediately and in other countries in which we operate by the end of the year. For any placements that were made prior to October 21, 2004, it is possible that Willis or its corporate parents or affiliates, earned contingent payments or allowances from insurers based on factors which are not client-specific, such as size or performance of an overall book of business produced with an insurer by Willis, its corporate parents or affiliates. Upon written request, Willis will provide information regarding the compensation received by Willis or by its corporate parents or affiliates. Prior to its merger with Willis, HRH accepted contingent compensation on certain of its clients' accounts; these contingents will be phased out over three years, and no contingents will be accepted on any new brokerage clients or business generated after the October 1, 2008 acquisition.

## Henrique Dias

---

**From:** Dunbar, David <David.Dunbar@willis.com>  
**Sent:** Monday, November 26, 2012 1:14 PM  
**To:** Henrique Dias  
**Cc:** Ross, Wendy; Mueller, Joanna  
**Subject:** RE: Sheriffs Public Official Bond Indication for Sheriff David Morgan

Will do, thanks

**David Dunbar, Account Executive**  
**Hunt Insurance Group, LLC**

Willis Pooling Practice, P.O. Box 12909, Tallahassee, FL 32312

Phone: (850) 385-3636 Fax: (850) 385-2124 [david.dunbar@willis.com](mailto:david.dunbar@willis.com) , [www.willis.com](http://www.willis.com)

See what we stand for and how we serve our clients at [www.willis.com/williscause](http://www.willis.com/williscause)

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**From:** Henrique Dias [<mailto:hdias@escambiaso.com>]  
**Sent:** Monday, November 26, 2012 1:31 PM  
**To:** Ross, Wendy  
**Cc:** Dunbar, David  
**Subject:** RE: Sheriffs Public Official Bond Indication for Sheriff David Morgan

Can you send me the paperwork ASAP. I need it done ASAP

Thanks

Henrique Dias  
Chief Financial Officer  
Escambia County Sheriff's Office  
1700 W. Leonard Street  
Pensacola, FL 32501  
850-436-9541 (office)  
850-554-4710 (cell)  
[hdias@escambiaso.com](mailto:hdias@escambiaso.com)



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**From:** Ross, Wendy [mailto:Wendy.Ross@willis.com]  
**Sent:** Friday, October 19, 2012 12:56 PM  
**To:** Henrique Dias  
**Cc:** Dunbar, David  
**Subject:** Sheriffs Public Official Bond Indication for Sheriff David Morgan

Hello Henrique,

I received a quote from CNA Surety (below) for a Sheriffs Public Official Bond for Morgan effective January 7, 2013. The cost for a 4-year bond with a \$25,000 limit would be \$430.53. Please let me know if you have any questions and if you wish to bind. Thanks.

Wendy M. Ross, ACSR, Account Manager  
Hunt Insurance Group, LLC  
3606 Maclay Blvd South, Tallahassee, FL 32312

Phone: (850) 385-3636, Fax: (850) 385-2124, [wendy.ross@willis.com](mailto:wendy.ross@willis.com), [www.willis.com](http://www.willis.com)

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**From:** UWServices (UWServices@cnaSurety.com) [mailto:UWServices2@cnaSurety.com]  
**Sent:** Friday, October 19, 2012 11:49 AM  
**To:** Ross, Wendy  
**Subject:** Recent Inquiry to CNA Surety #71339384

**CNA SURETY**

PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053  
Fax 1-605-335-0357  
[www.cnaSurety.com](http://www.cnaSurety.com)

Email: [uwservices@cnaSurety.com](mailto:uwservices@cnaSurety.com)

DATE: October 19, 2012	AGENT CODE: 09 17731
TO: Hunt Insurance Group, Inc. P. O. Box 12909 Tallahassee, FL 32317-2909	Fax: 850-385-2124
ATTENTION: Wendy Ross	NUMBER OF PAGES: 1
FROM: Underwriting Services, Southeast Service Team	
RE: File #71339384 - David Morgan	

We received the information you submitted electronically. Thank you for thinking of CNA Surety.

The term premium assigned to this risk is \$425.00, plus the 1.3% surtax. Please let us know before November 19, 2012 if you find this quote acceptable. We can issue the bond at your request until that time.

If you have any questions, please contact our office.

**IMPORTANT NOTICE**

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We are now able to offer our clients an encrypted email capability for secure communication purposes. If you wish to take advantage of this service or learn more about it, please let me know or contact your Client Advocate for full details. ~W67897

WESTERN SURETY COMPANY  
P.O. Box 5077  
Sioux Falls, SD 57117-5077  
(605) 336-0850



Bond No. 71339384  
Effective Date: January 7, 2013

# Western Surety Company

State of Florida  
Secretary of State  
Division of Elections  
500 South Bronough Street, Room 316  
Tallahassee, Florida 32399-0250

## Public Official Bond

County of Escambia

KNOW ALL PERSONS BY THESE PRESENTS, That we, David Morgan  
*(Official's Name)*

as Principal, and WESTERN SURETY COMPANY

as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the sum of  
\$ 25,000.00 Dollars, we hereby bind ourselves and each of our heirs, executors,  
administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official was  
elected  appointed  Sheriff Escambia County Board of Commissioners to hold this office for  
*(Name of Office)*  
a term beginning January 7, 2013 and ending January 7, 2017 and until his/her  
successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of their office as provided by law, this obligation is void.

X \_\_\_\_\_  
*(Signature of Official)*

Signed and Sealed this 7th day of November, 2012

WESTERN SURETY COMPANY

By M. Bixler M. Bixler, Ass't. Sec.

101 South Phillips Avenue  
Sioux Falls, SD 57104-6703  
*(Address of Main Surety Company)*

Hunt Insurance Group, LLC  
*(Name of Local Bonding Company)*  
P. O. Box 12909, Tallahassee, FL  
32317-2909  
*(Address of Local Bonding Company)*



(SEAL)

By X Joanna M. Mueller  
*(Signature of Licensed Resident Agent)*

FL License No. A023516  
*(Social Security Number of Licensed Resident Agent)*

Joanna M. Mueller  
*(Type Name of Licensed Resident Agent)*

The above is approved this \_\_\_\_\_ day of \_\_\_\_\_

by: \_\_\_\_\_ County Commissioners

Chairman: \_\_\_\_\_

STATE OF SOUTH DAKOTA  
County of Minnehaha

} SS

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

On this 7th day of November, 2012, before me, a Notary Public in

M. Bixler, Ass't. Sec.

and for said County, personally appeared \_\_\_\_\_ personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires

**H. DAHLSTROM**  
**My Commission Expires 5-26-2016**

*H. Dahlstrom*

Notary Public

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

M. Bixler of Sioux Falls,  
State of South Dakota, with limited authority, its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One SHERIFF ESCAMBIA COUNTY BOARD OF COMMISSIONERS

bond with bond number 71339384

for DAVID MORGAN

as Principal in the penalty amount not to exceed: \$25,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 7th day of November, 2012.

ATTEST

*A. Vietor*

A. Vietor, Assistant Secretary

WESTERN SURETY COMPANY

By

*Paul T. Bruflat*

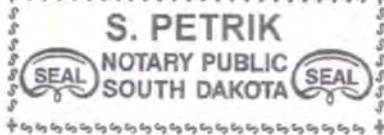
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 7th day of November, 2012, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Vietor

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



*S. Petrik*

Notary Public

My Commission Expires August 11, 2016



**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-3690**

**Clerk & Comptroller's Report 10.3.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 01/03/2013

**Issue:** Acceptance of Financial Statements

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

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

---

**Recommendation:**

Recommendation Concerning Financial Statements for Pensacola-Escambia County Promotion and Development Commission, Santa Rosa Island Authority, and Escambia-Pensacola Human Relations Commission

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

A. The *Pensacola-Escambia County Promotion and Development Commission Pensacola, Florida, Financial Statements September 30, 2012*, as prepared and audited by Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants, and received in the Clerk to the Board's Office on December 17, 2012;

B. The *Santa Rosa Island Authority, A Component Unit of Escambia County, Florida, Financial Statements and Supplementary Information September 30, 2012 and 2011*, as prepared and audited by Carr, Riggs & Ingram, LLC, Certified Public Accountants and Advisors, and received in the Clerk to the Board's Office on December 17, 2012; and

C. The *Financial Statements Escambia-Pensacola Human Relations Commission September 30, 2012 and 2011*, as prepared and audited by Brown Thornton ◆ Pacenta & Company, P.A., Certified Public Accountants Business & Financial Consultants, and received in the Clerk to the Board's Office on December 20, 2012.

---

**Attachments**

CR 1-3

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**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 \*

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

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:** December 14, 2012

**SUBJECT:** Financial Statements

2012 DEC 17 A 8:07  
CLERK OF THE BOARD OF  
COUNTY COMMISSIONERS  
ERNIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL.

**RECOMMENDATION:**

That the Board accept, for filing with the Board's Minutes, the Financial Statements for Pensacola-Escambia County Promotion and Development Commission for the Fiscal Year ended September 30, 2012, as prepared and audited by Saltmarsh, Cleaveland & Gund, Certified Public Accountants and Consultants.

PLS/nac

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION**

**PENSACOLA, FLORIDA**

**FINANCIAL STATEMENTS**

**SEPTEMBER 30, 2012**



PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2012

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**INDEPENDENT AUDITOR'S REPORT**

Board of Directors  
Pensacola-Escambia County Promotion  
and Development Commission  
Pensacola, Florida

We have audited the accompanying financial statements of the governmental activities, the General Fund and the fiduciary fund of the Pensacola-Escambia County Promotion and Development Commission (the "Commission") as of and for the year ended September 30, 2012, which collectively comprise the Commission's financial statements as listed in the table of contents. These financial statements are the responsibility of the Commission's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the General Fund and the fiduciary fund of the Pensacola-Escambia County Promotion and Development Commission, as of September 30, 2012, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated December 10, 2012 on our consideration of the Pensacola-Escambia County Promotion and Development Commission's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Board of Directors  
Pensacola-Escambia County Promotion  
and Development Commission

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 6 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Saltmarsh Claudland & Bend*

Pensacola, Florida  
December 10, 2012

**Pensacola-Escambia County Promotion and Development Commission  
Management's Discussion and Analysis  
For the Year Ended September 30, 2012**

Our discussion and analysis of the Pensacola-Escambia County Promotion and Development Commission's (the "Commission") financial performance provides an overview of the Commission's financial activities for the fiscal year ended September 30, 2012. Please review it in conjunction with the Commission's financial statements.

**FINANCIAL HIGHLIGHTS**

- Total assets for the Pensacola-Escambia County Promotion and Development Commission increased by \$170,480 from 2011 due to the construction of the Technology Park. Liabilities had a similar increase of \$194,689, also due to the construction of the Technology Park.
- Deferred Compensation Fund net assets balance increased by \$3,269, which represents a 6.3 percent increase from 2011. The fluctuation is representative of two parts, first is a \$12,869 increase in asset value which is consistent with a slight increase in stock market performance, the second is \$9,600 worth of normal monthly draws to result in the overall increase in balance.

**USING THIS ANNUAL REPORT**

This annual report consists of a series of financial statements. The Statement of Net Assets and the Statement of Activities (on pages 7-8) provide information about the activities of the Commission as a whole and present a longer-term view of the Commission's finances. Fiduciary fund financial statements start on page 10.

**Reporting on the Commission as a Whole**

*The Statement of Net Assets and the Statement of Activities*

Our analysis of the Commission as a whole begins on the following page. One of the important questions asked about the Commission's finances is "Is the Commission as a whole better off or worse as a result of the year's activities?" The Statement of Net Assets and the Statement of Activities report information about the Commission as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the Commission's net assets and changes in them. You can think of the Commission's net assets, the difference between assets, what the Commission owns, and liabilities, what the Commission owes, as one way to measure the Commission's financial health, or financial position. Over time, increases or decreases in the Commission's net assets are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as continuing local government support to assess the overall health of the Commission.

**Pensacola-Escambia County Promotion and Development Commission  
Management's Discussion and Analysis  
For the Year Ended September 30, 2012**

**Reporting the Commission's Funds**

*Fiduciary Fund Financial Statements*

Our analysis of the Commission's fiduciary fund begins on the following page. The fund financial statements begin on page 10 and provide detail information about the Deferred Compensation Fund.

*Notes to the Financial Statements:* The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 12-17 of this report.

**THE COMMISSION AS A WHOLE**

The Commission's total net assets changed slightly from a year ago, decreasing \$24,209 to \$311,618. Our analysis below focuses on the net assets (Table 1) and changes in net assets of the Commission's governmental activities.

**Table 1  
Net Assets  
(in thousands)**

	2011	2012
Cash and investments	\$ 326	\$ 342
Grant receivable	342	152
Due from County	15	0
Due from City	0	30
Technology Park property	11,239	11,568
Total Assets	\$ 11,922	\$ 12,092
Accounts payable	\$ 5	\$ 10
Grant reimbursement payable	342	152
Technology Park payable – County	9,814	10,193
Technology Park payable – City	1,425	1,425
Total liabilities	11,586	11,780
Net Assets:		
Restricted	61	61
Unrestricted	275	251
Total net assets	336	312
Total Liabilities and Net Assets	\$ 11,922	\$ 12,092

**Pensacola-Escambia County Promotion and Development Commission  
Management's Discussion and Analysis  
For the Year Ended September 30, 2012**

*Statement of Activities*

Prior year revenue totaled \$270,629 versus current year revenue of \$270,556 for a variance of less than 1%.

Prior year expenses totaled \$274,998 versus current year expenses of \$294,765 for a variance of 7%.

**Reporting on the Fiduciary Fund**

Prior year investment income in the Deferred Compensation Fund totaled \$625 versus current year investment income of \$12,869.

Prior year expenses and current year expenses both totaled \$9,600. The withdrawal amount does not change from year to year.

**Table 2  
Final Budget versus Actual Results (GAAP Basis)  
General Fund**

	Final Budget	Actual	Variance
<b>Revenues:</b>			
Intergovernmental	\$ 270,000	\$ 270,000	\$ 0
Investment income	500	556	56
<b>Expenditures:</b>			
Current -			
General government	\$ 300,500	\$ 294,765	\$ 5,735

**Original versus Final Budget**

The Commission did not have any changes to the intergovernmental revenue since the Commission was able to reasonably estimate the predicted revenue sources throughout the year. The Commission realized a slight drop in interest for the year, as the activity related to the Technology Park Project caused the cash balances to fluctuate throughout the year.

The variance in General Government expenditures can be attributed to a drop in expected expenditures for the foreign trade zones and funds being designated for future incentive payments.

**Pensacola-Escambia County Promotion and Development Commission  
Management's Discussion and Analysis  
For the Year Ended September 30, 2012**

**ECONOMIC FACTORS**

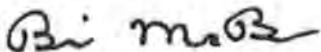
The economic development mission of the Commission remains constant. The Commission has a contract with a consulting firm for the Foreign Trade Zone that will handle all necessary required government filings. A fee schedule has been established that will cover the cost of the zone administration.

During 2008, the Commission took ownership of the property south of the Pensacola Civic Center from Escambia County and the City of Pensacola for purposes of developing it into a Technology Park Campus. Per an inter-local agreement between Escambia County, the City of Pensacola, the Community Redevelopment Agency ("CRA") and the Commission, the infrastructure for the project will be paid for by the Commission and reimbursable from a line of credit from Escambia County. The line of credit will be paid by using proceeds from the sale of lots on the campus. Any additional amount owed will be paid by the CRA through property taxes levied on the land.

The Commission's financial position dropped slightly from prior year to the current year due to undertaking additional projects.

**REQUEST FOR INFORMATION**

This financial report is designed to provide a general overview of the Commission's finances for all those with interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Greater Pensacola Chamber, 117 W Garden Street, Pensacola, Florida 32502.



Brian McBroom, CPA, CIA  
Chief Operating Officer

## FINANCIAL STATEMENTS



**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
STATEMENT OF NET ASSETS  
SEPTEMBER 30, 2012**

**ASSETS**

	General Fund
Cash	\$ 341,861
Grant receivable	152,184
Due from City	30,000
Technology Park property	11,568,106
<b>Total Assets</b>	<b>\$ 12,092,151</b>

**LIABILITIES AND NET ASSETS**

<b>Liabilities:</b>	
Accounts payable	\$ 10,000
Grant reimbursement payable - County	152,184
Technology Park payable - County	10,193,349
Technology Park payable - City	1,425,000
Total liabilities	11,780,533
<b>Commitments and Contingencies</b>	--
<b>Net Assets:</b>	
Restricted	61,198
Unrestricted:	
Committed	52,309
Unassigned	198,111
Total net assets	311,618
<b>Total Liabilities and Net Assets</b>	<b>\$ 12,092,151</b>

The accompanying notes are an integral  
part of these financial statements.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
STATEMENT OF ACTIVITIES  
YEAR ENDED SEPTEMBER 30, 2012**

	General Fund
<b>Revenues:</b>	
Intergovernmental - City	\$ 120,000
Intergovernmental - County	150,000
Interest income	556
Total revenues	270,556
<b>Expenses:</b>	
Current -	
General government -	
Economic Development	166,787
Armed Services	34,000
Tourism Administration and Convention Committee	69,000
Administrative fees	8,000
Audit and accounting	7,500
Miscellaneous	9,478
Total expenses	294,765
<b>Change in Net Assets</b>	(24,209)
<b>Net Assets, October 1, 2011</b>	335,827
<b>Net Assets, September 30, 2012</b>	\$ 311,618

The accompanying notes are an integral  
part of these financial statements.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES  
IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND  
YEAR ENDED SEPTEMBER 30, 2012**

	General Fund				Variance - Favorable (Unfavorable)
	Actual (GAAP Basis)	Adjustment to Budgetary Basis	Actual (Budgetary Basis)	Budget	
<b>Revenues:</b>					
Intergovernmental - City	\$ 120,000	\$	\$ 120,000	\$ 120,000	\$ -
Intergovernmental - County	150,000		150,000	150,000	-
Interest income	556		556	500	56
Grant revenue	-	152,184	152,184	500,000	(347,816)
Total revenues	<u>270,556</u>	<u>152,184</u>	<u>422,740</u>	<u>770,500</u>	<u>(347,760)</u>
<b>Expenditures:</b>					
Current -					
General government -					
Grant expenditures	-	152,184	152,184	500,000	347,816
Economic Development	166,787		166,787	177,500	10,713
Armed Services	34,000		34,000	34,000	-
Tourism Administration and Convention Committee	69,000		69,000	69,000	-
Administrative fees	8,000		8,000	8,000	-
Audit and accounting	7,500		7,500	7,500	-
Contractual services - Foreign Trade Zone	-		-	1,500	1,500
Miscellaneous	9,478		9,478	3,000	(6,478)
Total expenditures	<u>294,765</u>	<u>152,184</u>	<u>446,949</u>	<u>800,500</u>	<u>353,551</u>
<b>Deficiency of Revenues Under Expenditures</b>	<u>\$ (24,209)</u>	<u>\$ -</u>	<u>\$ (24,209)</u>	<u>\$ (30,000)</u>	<u>\$ 5,791</u>

The accompanying notes are an integral  
part of these financial statements.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
 AND DEVELOPMENT COMMISSION  
 STATEMENT OF FIDUCIARY NET ASSETS  
 SEPTEMBER 30, 2012**

**ASSETS**

	Deferred Compensation Fund
Investments	\$ 55,362
<b>Total Assets</b>	<b>\$ 55,362</b>

**LIABILITIES AND NET ASSETS**

<b>Liabilities</b>	\$ -
<b>Net Assets:</b>	
Held for retirement benefits	55,362
Total net assets	55,362
<b>Total Liabilities and Net Assets</b>	<b>\$ 55,362</b>

The accompanying notes are an integral part of these financial statements.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
 AND DEVELOPMENT COMMISSION  
 STATEMENT OF CHANGES IN FIDUCIARY NET ASSETS  
 YEAR ENDED SEPTEMBER 30, 2012**

	Deferred Compensation Fund <hr style="width: 100%;"/>
<b>Additions:</b>	
Investment income	\$ 12,869 <hr style="width: 100%;"/>
<b>Deductions:</b>	
Deferred Compensation Fund withdrawals	9,600 <hr style="width: 100%;"/>
<b>Change in Net Assets</b>	3,269
<b>Net Assets, October 1, 2011</b>	52,093 <hr style="width: 100%;"/>
<b>Net Assets, September 30, 2012</b>	\$ 55,362 <hr style="width: 100%;"/>

The accompanying notes are an integral  
 part of these financial statements.

**NOTES TO FINANCIAL STATEMENTS**

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2012**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

A. The Reporting Entity

The Pensacola-Escambia County Promotion and Development Commission (“the Commission”) was established by the Legislature of the State of Florida to promote and develop tourism and industry in Escambia County and in the City of Pensacola. The Commission is governed by a nine member board consisting of representatives of the Board of County Commissioners of Escambia County, the City of Pensacola City Council, the Town of Century and the Greater Pensacola Chamber. The Commission is a joint venture of Escambia County and the City of Pensacola and is economically dependent on funding from these entities.

B. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The Commission has adopted the provisions of Governmental Accounting Standards Board Statement No. 34, *Basic Financial Statements-and Management's Discussion and Analysis-For State and Local Governments* and Statement No. 37, *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments: Omnibus*.

The government-wide financial statements (i.e., the statement of net assets and the statement of activities) report information on all of the nonfiduciary activities of the Commission. The Commission’s fiduciary fund is not presented in the government-wide financial statements since by definition, the assets cannot be used to address activities or obligations of the Commission (i.e., the assets are being held for the benefit of retirees). Individual fund financial statements are provided for the fiduciary fund, even though it is excluded from the government-wide financial statements.

The basis of accounting refers to when revenues, expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are considered to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2012**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

There are no material differences between the accrual basis of accounting and the modified accrual basis of accounting in the Commission's financial statements. Accordingly, separate financial statements have not been prepared for the General Fund.

The Commission reports the following funds:

*Governmental Funds*

The General Fund is used to account for all financial resources except those required to be accounted for in another fund.

*Fiduciary Funds*

The Deferred Compensation Fund is an expendable trust fund used to account for assets held by the Commission in a fiduciary capacity for a former employee.

C. General Budget Policies

The Board approves total budget appropriations only. Management is authorized to transfer budget amounts between department and object codes. However, any revisions that alter the total appropriations must be approved by the Board. Therefore, the level of budgetary responsibility is by total appropriations.

Formal budgetary integration is employed as a management device during the year.

D. Budgetary Basis of Accounting

The budget is prepared in accordance with generally accepted accounting principles.

The budget amounts shown in the financial statements are the final authorized amounts as amended during the year.

E. Restricted and Unrestricted Resources

When an expense is incurred for purposes for which both restricted and unrestricted resources are available, it is the Commission's policy to use restricted resources first, then unrestricted resources as they are needed. Within the unrestricted category, committed resources are used first, then assigned resources, if any, followed by unassigned resources as needed. The Commission establishes (and modifies or rescinds) net asset commitments by passage of a Board of Directors resolution.



**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2012**

**NOTE 2 - CASH AND INVESTMENTS**

The investment of surplus funds is governed by the provisions of Section 218.415, Florida Statutes, as to the types of investments that can be made. Investments authorized by the statute include:

- (a) The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01.
- (b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- (c) Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02.
- (d) Direct obligations of the U.S. Treasury.

The Commission has no investment policy that would further limit its investment choices.

*Deposits:*

Chapter 280, Florida Statutes, provides that deposits must be placed in a depository designated under the provisions of Chapter 136 and the regulations of the Department of Banking and Finance as a qualified public depository. As such, these deposits are considered to be fully insured.

The Commission's deposits at year end were entirely covered by federal depository insurance or pooled collateral held by the State Treasurer under the provisions of Chapter 280, Florida Statutes. At September 30, 2012, the carrying amount of the Commission's deposits was \$341,861 and the bank balance was \$362,929.

*Investments:*

Investments in the Deferred Compensation Fund are recorded at market value and consist of amounts held in a stock mutual fund. Market value of the investments at September 30, 2012 was \$55,362.

**NOTE 3 - DEFERRED COMPENSATION PLAN**

In previous years, the Commission offered its employees a deferred compensation plan that permitted employees to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or permanent disability. The plan presently has no active participants and one retired participant.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2012**

**NOTE 3 - DEFERRED COMPENSATION PLAN (Continued)**

All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are (until paid or made available to the employee or other beneficiary) solely the property and rights of the Commission (without being restricted to the provisions of benefits under the plan), subject only to the claims of the Commission's general creditors. Participants' rights under the plan are equal to those of general creditors of the Commission in an amount equal to the fair market value of the deferred account for each participant. Deferred compensation plan assets are solely invested in a mutual fund, the Oppenheimer Capital Appreciation Fund Class A, and are recorded at market value.

**NOTE 4 - TECHNOLOGY PARK**

The Commission has entered into an interlocal agreement (the "Agreement") with Escambia County (the "County"), the City of Pensacola (the "City") and the Community Redevelopment Agency ("CRA") of the City of Pensacola to develop a Technology Park in downtown Pensacola. Pursuant to the Agreement, the County and the City conveyed certain property to the Commission with a fair value of \$6,900,000 and \$1,425,000, respectively.

This property was conveyed to the Commission subject to a right of re-entry if certain goals are not met; primarily related to timelines for infrastructure construction, grant funding, and subsequent lot sales. Also, the County and City will receive 83% and 17%, respectively, of the proceeds from sales of lots in the Technology Park.

If the total of all proceeds paid to the County and City is less than the appraised values above, the difference shall be paid to the County and City by the CRA from any revenues in its Urban Core Community Redevelopment Trust Fund directly accruing to and received from the Technology Park property.

Under the Agreement, the County is also providing funding to the Commission for the Technology Park infrastructure. If the Commission, as lead agency, does not receive grants to cover this funding, the County shall be reimbursed from proceeds from sales of lots in the Technology Park or, if necessary, by the CRA from any revenues in its Urban Core Community Redevelopment Trust Fund directly accruing to and received from the Technology Park property.

Infrastructure costs of \$3,243,106 are capitalized as of September 30, 2012, of which \$1,926,938 are funded by the County. The remaining infrastructure costs of \$1,316,168 are funded by a grant as more fully discussed in Note 7.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2012**

**NOTE 4 - TECHNOLOGY PARK (Continued)**

The following is a summary of the carrying value of the Technology Park property and the associated liabilities to the County and City as of September 30, 2012:

	<u>County</u>	<u>City</u>	<u>Total</u>
Initial land conveyance	\$ 6,900,000	\$ 1,425,000	\$ 8,325,000
Infrastructure funded by County	1,926,938		1,926,938
Infrastructure funded by grant	1,316,168		1,316,168
Total property	<u>10,143,106</u>	<u>1,425,000</u>	<u>11,568,106</u>
Other	50,243		50,243
	<u>\$ 10,193,349</u>	<u>\$ 1,425,000</u>	<u>\$ 11,618,349</u>

**NOTE 5 - NET ASSETS**

Restricted net assets include \$61,198 contributed by the Emerald Coast Utilities Authority, which is restricted for economic development in the General Fund, and \$55,362 held for retirement benefits in the Deferred Compensation Fund.

Committed net assets include \$52,309 of funds for future commerce park marketing and/or improvements.

**NOTE 6 - CONDUIT DEBT**

The Commission has issued industrial revenue bonds to provide financial assistance to the Florida Institute for Human and Machine Cognition, Inc. ("IHMC") for the refinance of debt with the University of West Florida Foundation, Inc. The bonds are secured by the property financed and are payable solely from payments received from the underlying financing agreement. Upon repayment of the bonds, ownership of the acquired facilities transfers to IHMC. Neither the Commission, the City, the County, nor any political subdivision thereof is obligated in any manner for the repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements. At September 30, 2012, the amount of outstanding bonds was \$3,843,833.

**PENSACOLA-ESCAMBIA COUNTY PROMOTION  
AND DEVELOPMENT COMMISSION  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2012**

**NOTE 7 - COMMITMENTS AND CONTINGENCIES**

The Commission has engaged the Tourism Administration and Convention Committee, the Armed Services Committee, and the Economic Development Committee of the Greater Pensacola Chamber to promote tourism, military and economic development for the year ending September 30, 2013 for fees of \$69,000, \$34,000, and \$140,000, respectively. Additionally, the Commission has engaged the Greater Pensacola Chamber to perform administrative services for the year ending September 30, 2013 for a fee of \$8,000.

As discussed in Note 4, the Commission entered into an interlocal agreement (the "Agreement") with Escambia County, the City of Pensacola and the Community Redevelopment Agency of the City of Pensacola to develop a Technology Park in downtown Pensacola. Pursuant to the Agreement, the City and County have a right of re-entry on the property if the following do not occur: (1) construction of the Technology Park is not commenced within 12 months or completed within 30 months of the date of the Agreement; (2) the Commission has not filed an application for a Public Works and Facilities Development Grant within 6 months or received approval of the application within 12 months of the date of the Agreement; (3) the Commission does not sell at least one lot within 12 months from the date that the Technology Park infrastructure is completed.

As of September 30, 2012, the status of these contingencies is as follows: (1) the construction of the infrastructure started during 2011; (2) the Commission has received approval for the Public Works and Facilities Development Grant; (3) the construction of the infrastructure was completed during May 2012 but the Commission has not yet sold any of the Technology Park lots.

The Commission was awarded a Public Works and Facilities Development Grant through the EDA for construction of the Technology Park. The total grant award is \$2 million on an estimated total project cost of approximately \$3.7 million. The additional project costs not funded by the EDA grant are funded by the County, as discussed in Note 4. The grant agreement sets forth certain reporting and compliance requirements, noncompliance with which could result in the return of funds to the grantor.

The Commission has engaged the West Florida Regional Planning Council (the "Council") to provide technical assistance in matters pertaining to the quarterly and annual reporting, financial status reporting, requests for reimbursement, and other administrative services as required by the EDA grant. Payment to the Council will total \$60,000 plus travel, advertising, and printing and duplication costs incurred, and is payable in four equal installments based on the project's percent of completion. The agreement was funded by the County up to \$25,000. As of September 30, 2012, the Commission had paid \$45,000 to the Council and had recorded an additional \$10,000 in accounts payable.

## OTHER REPORTS

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL  
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND  
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors  
Pensacola-Escambia County Promotion  
and Development Commission  
Pensacola, Florida

We have audited the accompanying financial statements of the governmental activities, the General Fund and the fiduciary fund of the Pensacola-Escambia County Promotion and Development Commission (the "Commission") as of and for the year ended September 30, 2012, which collectively comprise the Commission's basic financial statements and have issued our report thereon dated December 10, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

**Internal Control Over Financial Reporting**

Management of the Commission is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered the Commission's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Commission's internal control over financial reporting.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Board of Directors  
Pensacola-Escambia County Promotion  
and Development Commission

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Commission's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of the Board of Directors, management, and the State of Florida Office of the Auditor General and is not intended to be and should not be used by anyone other than these specified parties.



Pensacola, Florida  
December 10, 2012

## MANAGEMENT LETTER

To the Board of Directors  
Pensacola-Escambia County Promotion  
and Development Commission  
Pensacola, Florida

We have audited the financial statements of the Pensacola-Escambia County Promotion and Development Commission (the "Commission"), whose headquarters is located in Pensacola, Florida, as of and for the fiscal year ended September 30, 2012, and have issued our report thereon dated December 10, 2012.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Disclosures in that report, which is dated December 10, 2012, should be considered in conjunction with this management letter.

Additionally, our audit was conducted in accordance with Chapter 10.550, Rules of the Auditor General, which governs the conduct of local governmental entity audits performed in the State of Florida. This letter includes the following information, which is not included in the aforementioned auditor's reports and schedule:

- Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding annual financial report.
- Section 10.554(1)(i)2., Rules of the Auditor General, requires our audit to include a review of the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds. In connection with our audit, we determined that the Commission complied with Section 218.415, Florida Statutes.
- Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.



Board of Directors  
Pensacola-Escambia County Promotion  
and Development Commission

- Section 10.554(1)(i)4., Rules of the Auditor General, requires that we address violations of provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but more than inconsequential. In connection with our audit, we did not have any such findings.
- Section 10.554(1)(i)5., Rules of the Auditor General, provides that the auditor may, based on professional judgment, report the following matters that have an inconsequential effect on financial statements, considering both quantitative and qualitative factors: (1) violations of provisions of contracts or grant agreements, fraud, illegal acts, or abuse, and (2) deficiencies in internal control that are not significant deficiencies. In connection with our audit, we did not have any such findings.
- Section 10.554(1)(i)6., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The official title for the Pensacola-Escambia County Promotion and Development Commission is disclosed in the notes to the financial statements. The Pensacola-Escambia County Promotion and Development Commission was established by Chapters 67-1365 and 89-481, Laws of Florida. There are no component units.
- Section 10.554(1)(i)7.a., Rules of the Auditor General, requires a statement be included as to whether or not the local governmental entity has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Commission did not meet any of the conditions described in Section 218.503(1), Florida Statutes.
- Section 10.554(1)(i)7.b., Rules of the Auditor General, requires that we determine whether the annual financial report for the Commission for the fiscal year ended September 30, 2012, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2012. In connection with our audit, we determined that these two reports were in agreement.
- Pursuant to Section 10.554(1)(i)7.c. and 10.556(7), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Commission's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Board of Directors  
Pensacola-Escambia County Promotion  
and Development Commission

Pursuant to Chapter 119, Florida Statutes, this management letter is a public record and its distribution is not limited. Auditing standards generally accepted in the United States of America require us to indicate that this letter is intended solely for the information and use of the Board of Directors, management, and the State of Florida Office of the Auditor General, and is not intended to be and should not be used by anyone other than these specified parties.



Pensacola, Florida  
December 10, 2012



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

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

**DATE:** December 17, 2012

**SUBJECT:** Financial Statements

2012 DEC 17 P 4: 59  
 ERNIE LEE MAGAHA  
 CLERK OF CIRCUIT COURT  
 ESCAMBIA COUNTY, FL  
 COUNTY BOARD OF COMMISSIONERS

**RECOMMENDATION:**

That the Board accepts, for filing with the Board's Minutes, the Financial Statements for the Santa Rosa Island Authority for the Fiscal Year ended September 30, 2012, as prepared and audited by Carr Riggs & Ingram, Certified Public Accountants and Consultants.

PLS/nac



FINANCE ADMINISTRATION  
ERNIE LEE MAGANA  
CLERK OF CIRCUIT COURT  
**PENSACOLA BEACH**  
SANTA ROSA ISLAND AUTHORITY  
2012 DEC 17 A 11:17

FINANCE ADMINISTRATION

December 13, 2012

Escambia County  
Clerk of the Circuit Court  
221 Palafox Place  
Pensacola, FL 32501

Attn: Patty Sheldon

Dear Mrs. Sheldon:

Enclosed is the final of Santa Rosa Island Authority's Component Unit Financial Statements for Fiscal Year 2011/2012.

If you have questions or concerns, please call me.

Sincerely,

Dottie Ford  
Director of Finance

Enclosures

cc: Mr. Buck Lee

# Santa Rosa Island Authority

A Component Unit of  
Escambia County, Florida

Financial Statements and  
Supplementary Information

September 30, 2012 and 2011

Santa Rosa Island Authority  
(A Component Unit of Escambia County, Florida)

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**CRI** CARR  
RIGGS &  
INGRAM  
CPAs and Advisors

Carr, Riggs & Ingram, LLC  
Certified Public Accountants  
500 Grand Boulevard  
Suite 210  
Miramar Beach, Florida 32550

(850) 837-3141  
(850) 654-4619 (fax)  
CRIcpa.com

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Chief Executive Officer  
Santa Rosa Island Authority  
Pensacola, Florida

We have audited the accompanying financial statements of Santa Rosa Island Authority ("Authority"), a component unit of Escambia County, Florida, as of and for the year ended September 30, 2012 and 2011, which collectively comprise Santa Rosa Island Authority's basic financial statements as listed in the table of contents. These financial statements are the responsibility of Santa Rosa Island Authority's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Santa Rosa Island Authority as of September 30, 2012 and 2011, and the respective changes in financial position and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated December 11, 2012 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Accounting principles generally accepted in the United States of America require that the Schedule of Funding Progress – Other Postemployment Benefits on page 26 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the Management's Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Our audits were conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Santa Rosa Island Authority's financial statements as a whole. The accompanying Schedules of Revenues and Expenses - Budget and Actual are presented for purposes of additional analysis and are not a required part of the financial statements. The schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. Such information, except for that portion marked "unaudited," on which we express no opinion, has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.

*Cary Riggs & Ingram, L.L.C.*

Miramar Beach, Florida  
December 11, 2012



Santa Rosa Island Authority  
(A Component Unit of Escambia County, Florida)

Statements of Net Assets

<i>September 30,</i>	<b>2012</b>	<b>2011</b>
<b>Assets</b>		
<b>Current assets</b>		
Cash and short-term investments	\$ 2,255,270	\$ 3,318,165
Accounts receivable, net	381,366	337,914
Unbilled receivables	124,696	124,695
Due from Escambia County	60,000	-
Due from other governments	54,432	40,865
Prepaid expenses	80,479	108,443
Deposit on capital purchase	-	83,463
<b>Total current assets</b>	<b>2,956,243</b>	<b>4,013,545</b>
<b>Noncurrent assets</b>		
Capital funds contingency - cash	578,953	633,793
Cash and short-term investments - restricted	4,185,561	3,451,461
Investments - unrestricted	1,503,026	-
Investments - restricted	53,776	52,201
Capital assets, net	13,170,779	13,376,588
<b>Total noncurrent assets</b>	<b>19,492,095</b>	<b>17,514,043</b>
<b>Total assets</b>	<b>\$ 22,448,338</b>	<b>\$ 21,527,588</b>

(continued)

See accompanying notes to financial statements

Santa Rosa Island Authority  
(A Component Unit of Escambia County, Florida)

Statements of Net Assets (Continued)

<i>September 30,</i>	2012	2011
<b>Liabilities</b>		
Current liabilities		
Accounts payable	\$ 296,377	\$ 185,041
Accrued payroll	39,620	35,421
Other accrued liabilities	44,886	98,246
Due to Escambia County	69,934	67,601
Deferred revenue	1,000,751	795,077
Interagency loan - Escambia County	100,000	-
Obligations under capital leases	68,378	29,444
<b>Total current liabilities</b>	<b>1,619,946</b>	<b>1,210,830</b>
Noncurrent liabilities		
Compensated absences	239,514	238,766
Deferred revenue	632,640	646,327
Interagency loan - Escambia County	100,000	-
Obligations under capital leases	112,124	28,267
Obligation for other postemployment benefits	136,424	119,272
<b>Total noncurrent liabilities</b>	<b>1,220,702</b>	<b>1,032,632</b>
<b>Total liabilities</b>	<b>2,840,648</b>	<b>2,243,462</b>
<b>Net assets</b>		
Invested in capital assets, net of related debt	12,790,277	13,318,877
Restricted for island improvements - Portofino	2,187,727	1,754,029
Restricted for beach improvement - Escambia County	439,825	439,478
Restricted for capital improvement - Escambia County	204,345	199,167
Restricted for Quietwater restoration - BP	381,859	381,859
Restricted for other	115,184	60,382
Unrestricted	3,488,473	3,130,334
<b>Total net assets</b>	<b>19,607,690</b>	<b>19,284,126</b>
<b>Total liabilities and net assets</b>	<b>\$ 22,448,338</b>	<b>\$ 21,527,588</b>

See accompanying notes to financial statements

Santa Rosa Island Authority  
(A Component Unit of Escambia County, Florida)

Statements of Activities

<i>Years ended September 30,</i>	2012	2011
<b>Operating revenues</b>		
Lease fees		
Commercial	\$ 4,564,970	\$ 4,167,126
Residential	2,878,820	2,907,494
Interest income	31,915	35,658
Other operating revenue	186,830	142,420
<b>Total operating revenues</b>	<b>7,662,535</b>	<b>7,252,698</b>
<b>Operating expenses</b>		
Personal services	3,131,671	3,114,198
Contractual and professional services	390,522	404,622
Supplies	308,462	293,804
Repairs and maintenance	75,611	66,900
Utilities	253,575	294,031
Advertising and promotion	520,954	481,566
Capital outlay	317,029	132,636
Other operating expense	410,990	422,350
<b>Total operating expenses before depreciation</b>	<b>5,408,814</b>	<b>5,210,107</b>
<b>Depreciation</b>	<b>1,113,796</b>	<b>1,113,026</b>
<b>Total operating expenses</b>	<b>6,522,610</b>	<b>6,323,133</b>
<b>Operating income</b>	<b>1,139,925</b>	<b>929,565</b>
<b>Non-operating revenues (expenses)</b>		
Federal grant projects revenue	-	720,834
State grant projects revenue	41,759	174,284
Beach re-nourishment expenses	(112,100)	(122,705)
Island improvement expenses	(64,839)	(45,183)
Payments to Escambia County - pledged revenues	(600,000)	(600,000)
Payments to Escambia County - fire and rescue	(200,000)	(200,000)
Interest expense	(14,510)	(18,505)
Gulf Coast oil spill revenue (expenses)	-	464,368
Gain on disposal of assets	47,335	-
Other income	85,994	21,985
<b>Non-operating revenues (expenses), net</b>	<b>(816,361)</b>	<b>395,078</b>
<b>Change in net assets</b>	<b>323,564</b>	<b>1,324,643</b>
<b>Net assets, beginning of year</b>	<b>19,284,126</b>	<b>17,959,483</b>
<b>Net assets, end of year</b>	<b>\$ 19,607,690</b>	<b>\$ 19,284,126</b>

See accompanying notes to financial statements.

Santa Rosa Island Authority  
(A Component Unit of Escambia County, Florida)

Statements of Cash Flows

<i>Years ended September 30,</i>	<b>2012</b>	<b>2011</b>
<b>Operating activities</b>		
Cash received from lessees	\$ 7,773,569	\$ 7,297,318
Bridge administration fees - Escambia County, net	37,500	37,500
Payments to vendors	(2,191,203)	(2,136,003)
Payments to employees	(3,109,572)	(3,076,095)
Net cash provided (used) by operating activities	<b>2,510,294</b>	2,122,720
<b>Noncapital financing activities</b>		
Payments to Escambia County	(797,667)	(756,628)
Interagency loan - Escambia County	200,000	-
Donations received	25,994	25,448
Gulf Coast oil spill receipts (payments)	-	464,368
Payments for other non-operating expenses	(176,939)	(167,888)
Net cash provided (used) by noncapital financing activities	<b>(748,612)</b>	(434,700)
<b>Capital and related financing activities</b>		
Acquisition and construction of capital assets	(665,357)	(181,135)
Proceeds from sale of capital assets	53,056	-
Deposit on capital purchase	-	(83,463)
Cash received from other governments	28,192	895,983
Interest payments	(14,510)	(18,505)
Payments on obligations under capital lease	(42,097)	(17,816)
Net cash provided (used) by capital and related financing activities	<b>(640,716)</b>	595,064
<b>Investing activities</b>		
Sales (purchase) of investments, net	(1,504,601)	1,300,223
Net cash provided (used) by investing activities	<b>(1,504,601)</b>	1,300,223
<b>Net change in cash and short-term investments</b>	<b>(383,635)</b>	3,583,307
<b>Cash and short-term investments, beginning of year</b>	<b>7,403,419</b>	3,820,112
<b>Cash and short-term investments, end of year</b>	<b>\$ 7,019,784</b>	<b>\$ 7,403,419</b>

(continued)

See accompanying notes to financial statements.

Santa Rosa Island Authority  
(A Component Unit of Escambia County, Florida)

Statements of Cash Flows (Continued)

<i>Years ended September 30,</i>	<b>2012</b>	<b>2011</b>
<b>Reconciliation of operating income to net cash provided (used) by operating activities</b>		
Operating income	\$ 1,139,925	\$ 929,565
Adjustments to reconcile operating income to net cash provided (used) by operating activities:		
Depreciation	1,113,796	1,113,026
Other postemployment benefit obligation	17,152	25,112
Changes in operating assets and liabilities:		
Accounts and unbilled receivables	(43,453)	12,131
Prepaid expenses	27,964	(21,480)
Accounts payable	111,336	(92,633)
Accrued payroll	4,199	(3,725)
Other accrued liabilities	(53,360)	74,019
Compensated absences	748	16,716
Deferred revenue	191,987	69,989
<b>Net cash provided (used) by operating activities</b>	<b>\$ 2,510,294</b>	<b>\$ 2,122,720</b>
<b>Cash reconciliation</b>		
Cash and short-term investments	\$ 2,255,270	\$ 3,318,165
Capital funds contingency - cash	578,953	633,793
Cash and short-term investments - restricted	4,185,561	3,451,461
<b>Cash and short-term investments, end of year</b>	<b>\$ 7,019,784</b>	<b>\$ 7,403,419</b>

See accompanying notes to financial statements.

Santa Rosa Island Authority  
(A Component Unit of Escambia County, Florida)

Notes to Financial Statements

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**NOTE 1 - ORGANIZATION**

The Santa Rosa Island Authority ("Authority"), exists pursuant to the provisions of Chapter 24500, Laws of Florida, Special Acts of 1947, as amended. The Authority is the governing body of a portion of Santa Rosa Island and consists of five members appointed by the Board of County Commissioners of Escambia County, and one member elected by the leaseholders of Santa Rosa Island. The Authority has been constituted a body corporate and an agency of Escambia County and, accordingly, meets the criteria of a component unit and will be included in the Basic Financial Statements of Escambia County, Florida.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

***Basis of Accounting***

The Authority has adopted the provisions of GASB Statement No. 34 "*Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments*," as amended by Statement No. 37. These Statements established standards for external financial reporting for all state and local governmental entities in the United States. They require the classification of fund equity into three components – invested in capital assets, net of related debt; restricted; and unrestricted. These classifications are defined as follows:

Invested in capital assets, net of related debt – This component of fund equity consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of invested in capital assets, net of related debt. Rather, that portion of the debt is included in the same fund equity component as the unspent proceeds.

Restricted – This component of fund equity consists of constraints placed on fund equity imposed by creditors (such as through debt covenants), contributors, or laws or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted – This component of fund equity consists of fund equity that does not meet the definition of "restricted" or "invested in capital assets, net of related debt".

The Authority maintains its books and records under the accrual method of accounting. Under this method, revenues are recognized when earned rather than when received, and related expenses are recognized when they are incurred rather than when paid. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Santa Rosa Island Authority  
(A Component Unit of Escambia County, Florida)

Notes to Financial Statements

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**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

The Authority is accounted for as an enterprise fund. Enterprise funds are used to account for operations (a) that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes. The Authority complies with generally accepted accounting principles (GAAP) and applies all relevant Governmental Accounting Standards Board (GASB) pronouncements. The Authority applies Financial Accounting Standards Board (FASB) pronouncements and Accounting Principles Board (APB) opinions issued on or after November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements, in which case, GASB prevails.

Enterprise funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operations. The principal operating revenues of the Authority are lease fees and related charges. Operating expenses of the Authority include personal services, contractual and professional services, supplies, repairs and maintenance, utilities, advertising and promotions, other expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

***Restricted Assets***

Certain assets of the Authority are restricted for use by agreements with third-parties or by bond indenture; thus, they are not available to be used at management's discretion. These restrictions include self-insurance reserves, contributions from other governments, and assets restricted for beach re-nourishment and certain capital improvements as further discussed in Note 9.

When both restricted and unrestricted resources are available for use, it is the Authority's policy to use restricted resources first, then unrestricted resources as they are needed.

***General Budget Policies***

Prior to the beginning of each fiscal year, the Executive Director submits an operating budget to the Authority Board. The budget includes proposed expenses necessary for operation of the Authority and estimated revenues available to finance those expenses. Once approved by the Authority Board, the budget is submitted for approval by the Board of County Commissioners of Escambia County. The legal level of budgetary control is by total expenditures. Any amendments that alter total expenditures must be approved by the Authority Board and the Board of County Commissioners of Escambia County. All appropriations lapse at year end.

Santa Rosa Island Authority  
(A Component Unit of Escambia County, Florida)

Notes to Financial Statements

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**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

The budget is prepared on a basis that differs from generally accepted accounting principles as follows:

- A. The budget does not include a provision for depreciation expense or for gain or loss from disposal of capital assets.
- B. The budget includes a provision for capital outlay, which is not included in the results of operations under generally accepted accounting principles, except for certain non-capital items expensed by the Authority.

***Cash and Short-term Investments***

For purposes of the statement of cash flows, the Authority considers all highly liquid debt instruments with a maturity of three months or less when purchased to be cash equivalents, excluding investments in the Local Government Surplus Funds Trust Fund Investment Pool.

***Capital Assets***

Capital assets are defined by the Authority as assets with an initial/individual cost of more than \$1,000 and an estimated useful life in excess of two years. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Upon being placed into service, property, plant and equipment of the Authority are depreciated using the straight-line method over the following estimated useful lives:

	Years
Transportation equipment, maintenance equipment, office equipment, miscellaneous	3 - 10
Parking lots, landscaping, sidewalks, boardwalks, outdoor lighting, piers, boat basin, boat ramp, walkovers	20
Streets, buildings, shelters	30 - 40

***Compensated Absences***

It is the Authority's policy to permit employees to accumulate a limited amount of earned but unused annual leave and, for those employees who have achieved retirement age or are entitled under a negotiated contract, a limited amount of earned but unused sick leave. Accordingly, the Authority records an accrual for earned but unused annual leave and sick leave in accordance with GASB Statement No. 16, *Accounting for Compensated Absences*.



Santa Rosa Island Authority  
(A Component Unit of Escambia County, Florida)

Notes to Financial Statements

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**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

***Lease Fees***

Lease fees, including consideration fees, are generally recognized as income over the lease term as it becomes receivable according to the provisions of the lease. Lease fees received but not yet earned according to the provisions of the lease are recorded as deferred revenue. The Authority has agreed to bill certain lease fees quarterly or monthly even though the full amount is due at the beginning of the renewal year. Amounts due from year-end through the lease renewal date are reflected as unbilled receivables on the accompanying Statement of Net Assets.

***Other Post-Employment Benefits***

The Authority has adopted the provisions of GASB Statement No. 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions. The effect of this adoption was to establish uniform reporting standards for other postemployment benefit (OPEB) expense and related liabilities, note disclosures, and required supplementary information (RSI) in annual financial reports of governmental entities. See Note 13 for a description of the OPEB expenses and liabilities.

***Estimates***

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

***Reclassifications***

Certain prior year balances and amounts have been reclassified in order to conform to the current year presentation. These reclassifications had no effect on total reported net assets.

**NOTE 3 – CASH AND SHORT-TERM INVESTMENTS**

The Authority maintains deposits with "Qualified Public Depositories" as defined in Chapter 280, Florida Statutes. All Qualified Public Depositories must place with the Treasurer of the State of Florida securities in accordance with collateral requirements determined by the State's Chief Financial Officer. In the event of default by a Qualified Public Depository, the State Treasurer will pay public depositors all losses. Losses in excess of insurance and collateral will be paid through assessments between all Qualified Public Depositories.

Under this method, all of the Authority's deposits are fully insured or collateralized at the highest level of security as defined by GASB, Statement Number 40, *Deposits and Investment Disclosures (An Amendment of GASB, Statement Number 3)*.

Santa Rosa Island Authority  
(A Component Unit of Escambia County, Florida)

Notes to Financial Statements

**NOTE 3 – CASH AND SHORT-TERM INVESTMENTS (CONTINUED)**

The Authority is authorized to invest in financial instruments as established by Section 218.415, Florida Statutes. The authorized investments include among others negotiable direct or indirect obligations which are secured by the United States Government; the Local Government Surplus Funds Trust Fund as created by Section 218.415, Florida Statutes; and interest-bearing time deposits or savings accounts in authorized financial institutions.

All investments held at September 30, 2012 and 2011 are reported at fair value. The SBA Investment Pool (Fund B) is accounted for as a fluctuating NAV pool. Fair value is based on the Authority's account balance and a fair value factor provided by the State Board of Administration of Florida, .9490 and .7568 at September 30, 2012 and 2011, respectively. The Authority had invested certain funds in a certificate of deposit for which the maturity exceeded 90 days and therefore is not included as cash and short-term investments. The certificate earns interest at 0.40%.

The following is a summary of the Authority's investments:

<i>September 30,</i>	<b>2012</b>	<b>2011</b>	<b>Credit Risk</b>	<b>Maturities</b>
SBA Investment Pool (Fund B)	\$ 53,776	\$ 52,201	not rated	4.08 yrs (2012)
Certificate of deposit	<b>1,503,026</b>	-	not rated	3/20/2013
<b>Total investments</b>	<b>\$ 1,556,802</b>	<b>\$ 52,201</b>		

*Custodial credit risk* – For an investment, custodial credit risk is the risk that the Authority will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The Authority has no formal policy for custodial risk. At September 30, 2012 and 2011, the State Board of Administration Pool (Fund B) is held by a counterparty in the District's name. None of the other investments listed above are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

*Concentration risk* – The Authority places no limit on the amount the Authority may invest in any one issuer.

*Interest rate risk* – The Authority does not have a formal policy for addressing interest rate risk; however, investments are made with discretion to seek reasonable returns, preserve capital, and in general, avoid speculative investments. The Authority manages its exposure to declines in fair values from interest rate changes by reviewing the portfolio on an ongoing basis for changes in effective yield rates.

Santa Rosa Island Authority  
(A Component Unit of Escambia County, Florida)

Notes to Financial Statements

**NOTE 4 – CAPITAL ASSETS**

The following is a summary of changes in the capital assets for the years ended September 30, 2012 and 2011:

<i>September 30,</i>	<b>2011</b>	<b>Transfers in and Additions</b>	<b>Transfers out and Retirements</b>	<b>2012</b>
Capital assets not being depreciated:				
Construction work-in-progress	\$ -	\$ 327,333	\$ -	\$ 327,333
Repurchased leases	562,381	-	-	562,381
<b>Total capital assets not being depreciated</b>	<b>562,381</b>	<b>327,333</b>	<b>-</b>	<b>889,714</b>
Other capital assets:				
Buildings	3,680,141	-	-	3,680,141
Other improvements	15,577,978	133,336	-	15,711,314
Equipment	1,549,900	453,039	(198,564)	1,804,375
	<b>20,808,019</b>	<b>586,375</b>	<b>(198,564)</b>	<b>21,195,830</b>
Less accumulated depreciation for:				
Buildings	(956,908)	(122,742)	-	(1,079,650)
Other improvements	(5,938,106)	(746,193)	-	(6,684,299)
Equipment	(1,098,798)	(244,861)	192,843	(1,150,816)
	<b>(7,993,812)</b>	<b>(1,113,796)</b>	<b>192,843</b>	<b>(8,914,765)</b>
Other capital assets, net	12,814,207	(527,421)	(5,721)	12,281,065
<b>Total capital assets, net</b>	<b>\$ 13,376,588</b>	<b>\$ (200,088)</b>	<b>\$ (5,721)</b>	<b>\$ 13,170,779</b>

<i>September 30,</i>	<b>2010</b>	<b>Transfers in and Additions</b>	<b>Transfers out and Retirements</b>	<b>2011</b>
Capital assets not being depreciated:				
Construction work-in-progress	\$ 1,240,619	\$ -	\$ (1,240,619)	\$ -
Repurchased leases	562,381	-	-	562,381
<b>Total capital assets not being depreciated</b>	<b>1,803,000</b>	<b>-</b>	<b>(1,240,619)</b>	<b>562,381</b>
Other capital assets:				
Buildings	3,669,342	10,799	-	3,680,141
Other improvements	14,337,359	1,240,619	-	15,577,978
Equipment	1,388,486	170,256	(8,842)	1,549,900
	<b>19,395,187</b>	<b>1,421,674</b>	<b>(8,842)</b>	<b>20,808,019</b>
Less accumulated depreciation for:				
Buildings	(835,797)	(121,111)	-	(956,908)
Other improvements	(5,162,579)	(775,527)	-	(5,938,106)
Equipment	(887,869)	(216,388)	5,459	(1,098,798)
	<b>(6,886,245)</b>	<b>(1,113,026)</b>	<b>5,459</b>	<b>(7,993,812)</b>
Other capital assets, net	12,508,942	308,648	(3,383)	12,814,207
<b>Total capital assets, net</b>	<b>\$ 14,311,942</b>	<b>\$ 308,648</b>	<b>\$ (1,244,002)</b>	<b>\$ 13,376,588</b>

Santa Rosa Island Authority  
(A Component Unit of Escambia County, Florida)

Notes to Financial Statements

**NOTE 4 – CAPITAL ASSETS (CONTINUED)**

The Authority has purchased certain of its leases with businesses on Santa Rosa Island in connection with its long-term plans for the Island. The Authority intends to use these sites in its future recreation and redevelopment projects. The cost of these leases is included on the accompanying Statement of Net Assets as Capital assets, net and total \$562,381 at September 30, 2012 and 2011.

**NOTE 5 – LONG-TERM LIABILITIES**

Changes in long-term liabilities were as follows:

<i>September 30,</i>	<b>2011</b>	<b>Additions</b>	<b>Reductions</b>	<b>2012</b>	<b>Amount Due Within One Year</b>
Compensated absences	\$ 238,766	\$ 748	\$ -	\$ 239,514	\$ -
Interagency loan - Escambia County	-	200,000	-	200,000	100,000
Obligations under capital leases	57,711	164,888	(42,097)	180,502	68,378
	<b>\$ 296,477</b>	<b>\$ 365,636</b>	<b>\$ (42,097)</b>	<b>\$ 620,016</b>	<b>\$ 168,378</b>

<i>September 30,</i>	<b>2010</b>	<b>Additions</b>	<b>Reductions</b>	<b>2011</b>	<b>Amount Due Within One Year</b>
Compensated absences	\$ 222,050	\$ 16,716	\$ -	\$ 238,766	\$ -
Obligations under capital leases	75,527	-	(17,816)	57,711	29,444
	<b>\$ 297,577</b>	<b>\$ 16,716</b>	<b>\$ (17,816)</b>	<b>\$ 296,477</b>	<b>\$ 29,444</b>

The Authority has entered into several capital leases for equipment with terms of 36 to 48 months. Monthly payments are due on each ranging from approximately \$200 to \$3,500. A final payment of \$50,000 is due in May 2015 on one particular lease. Amortization on equipment under capital lease is included in depreciation expense. The cost of equipment under capital leases totals \$249,388, with accumulated depreciation of \$89,606, and is included in Capital assets, net on the accompanying Statement of Net Assets.

Santa Rosa Island Authority  
(A Component Unit of Escambia County, Florida)

Notes to Financial Statements

**NOTE 5 – LONG-TERM LIABILITIES (CONTINUED)**

Maturities of the obligations under the capital leases are as follows:

<i>Year ending September 30,</i>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2013	\$ 68,378	\$ 9,320	\$ 77,698
2014	39,114	2,931	42,045
2015	73,010	1,146	74,156
	<b>\$ 180,502</b>	<b>\$ 13,397</b>	<b>\$ 193,899</b>

Compensated absences consisted of the following:

<i>September 30,</i>	<b>2012</b>	<b>2011</b>
Accumulated unpaid annual leave	\$ 161,385	\$ 167,660
Accumulated unpaid sick leave	78,129	71,106
	<b>\$ 239,514</b>	<b>\$ 238,766</b>

**NOTE 6 – OPERATING LEASES**

The Authority has entered into an operating lease agreement to lease equipment. The term of the lease is for the period of January 12, 2011 through January 12, 2014. For the year ended September 30, 2012 and 2011, the Authority recognized expense totaling \$24,024 and \$16,016, respectively, for leased equipment, which is included in Other operating expense on the accompanying Statement of Activities.

The minimum future lease payments under the non-cancelable operating leases are as follows:

2013	\$	24,024
2014		8,008

**NOTE 7 – LEASING ACTIVITIES**

Substantially all of the Authority's revenue is derived from leasing activities. The Authority leases the land of Santa Rosa Island to residents and businesses on the Island but does not convey ownership.

The Authority's policy is to report all leases as operating leases since the land of the island is not recorded as an asset on the financial statements and the leases do not meet the criteria of a capital lease.

Santa Rosa Island Authority  
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Notes to Financial Statements

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**NOTE 7 – LEASING ACTIVITIES (CONTINUED)**

Most residential and many commercial leases are for a period of 99 years. Many of these 99-year leases have options to renew for another 99-year term. Some leases, particularly those for restaurants and concessions, are generally for a shorter period. Each lease provides that any construction on the premises must be performed within an established length of time, and detailed plans and specifications must be approved by the Authority before a building permit is issued. Failure to pay any rentals due or failure to comply with any other covenants of the lease constitutes a violation under the terms of the lease and the Authority may repossess the land and the improvements after required notice if the lessee fails to correct the default.

By resolution effective September 30, 2002, the Authority pledged all lease revenue to the payment of the Capital Improvement Revenue Bonds and secondly to the Tourist Development Refunding Revenue Bonds issued by Escambia County on October 1, 2002 and November 15, 2002, respectively (see Note 15).

The following is a schedule of estimated future minimum rentals to be received under these leases for the periods ending September 30. In addition, certain leases have a provision that allows for an increase in minimum lease fees every five years in proportion to the consumer price index (CPI). During fiscal year 2010, the Board approved a CPI percentage increase of 6.5% for leases with an escalator clause. However, an effective date for the increase has not been established.

2013	\$ 3,704,742
2014	3,704,742
2015	3,704,742
2016	3,704,742
2017	3,704,742

The following is a schedule of the number of residential and commercial leaseholders as of:

September 30,	2012	2011
Residential	3,883	3,822
Commercial	139	139

**NOTE 8 – STATE GRANT PROJECTS**

The Authority received grant funds from the Florida Department of Environmental Protection to fund certain beach restoration and preservation projects as well as for projects and enhancements benefiting Santa Rosa Island. Revenue recognized under these grants totaled \$41,759 and \$51,300 for the years ended September 30, 2012 and 2011, respectively.

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**NOTE 9 – RESTRICTED NET ASSETS**

Restricted net assets are comprised of three primary components: Portofino island improvement funds, revenue bond restricted accounts, and certain claim proceeds related to the BP oil spill. The Portofino restricted funds are derived from a portion of the Portofino lease and must be used for future Island improvements. As of September 30, 2012 and 2011, the restricted Portofino funds equal \$2,187,727 and \$1,754,029, respectively.

Amounts restricted for beach improvement and capital improvement represent funds received by the Authority from Escambia County's bond proceeds which have not been spent by year end. Amounts equaling \$644,170 and \$638,645 remained restricted at September 30, 2012 and 2011, respectively. For the years ended September 30, 2012 and 2011, all expenditures from the bond proceeds were capitalized as required. During 2011, approximately \$430,000 was added to the amount restricted for beach improvement. These monies were received by the Authority as part of closing out FEMA projects relating to Hurricane Ivan.

The Authority also considers certain funds received from BP relating to the Deepwater Horizon Oil Spill (see Note 11) as restricted for the restoration of the Quietwater Beach area. These amounts total \$381,859 as of September 30, 2012 and 2011.

In addition to restricted net assets, the Authority has also designated certain unrestricted net asset amounts for future contingencies. These amounts total \$578,953 and \$633,793 as of September 30, 2012 and 2011, respectively, and are included in Unrestricted net assets on the accompanying Statement of Net Assets.

**NOTE 10 – RISK MANAGEMENT**

The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Authority has established a self-insurance program to cover its risk of loss related to general liability claims and natural disasters. As of September 30, 2012 and 2011, the Authority has set aside \$578,953 and \$633,793, respectively, in contingency funds to cover any claims that may be filed or other emergencies for which cash flow, particularly in off-seasons, might not be sufficient to cover.

The sovereign immunity limits of the State of Florida restrict general liability claims to \$100,000. General liability claims above \$100,000 would have to be approved by the State Legislature. The Authority participates in the Escambia County self-insurance program to cover its risks of loss related to workers' compensation claims. The Authority pays an annual premium to the program for its coverage. Details of this self-insurance program can be found in the Escambia County, Florida Comprehensive Annual Financial Report. The Authority continues to carry commercial insurance for risks of loss, including property insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

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**NOTE 11 – STORM CLEANUP EXPENSES/DISASTER ASSISTANCE**

*Hurricane Ivan:*

The Florida Gulf Coast was hit in September 2004 by Hurricane Ivan. During the year ended September 30, 2011, the Authority finalized its negotiations with FEMA regarding open disaster recovery projects. Through the negotiations, FEMA updated certain projects allowing for expenses which were previously considered ineligible. As a result, the Authority received \$843,818 during the fiscal year ended September 30, 2011, \$122,984 of which is from state sources. At September 30, 2011, the Authority owed FEMA \$58,258 for certain overpayments, which is reported in Other accrued liabilities on the accompanying Statement of Net Assets.

*Deepwater Horizon Oil Spill:*

On April 20, 2010, the Deepwater Horizon oil well in the Gulf of Mexico collapsed causing a massive oil spill. The impending intrusion of oil onto the beaches of Northwest Florida caused a decline in tourism for the area. The Authority's commercial and residential leaseholders are dependent on tourism. During the year ended September 30, 2011, the Authority received monies from BP Exploration & Production, Inc. totaling \$464,368 for various expenses incurred relating to oil clean-up and for lost revenues that should have been generated on or prior to September 30, 2010. The Authority may receive additional compensation in the future, but the amount of payments, if any, is unknown at this time.

**NOTE 12 – PENSION PLAN**

All Authority employees are covered by the Florida Retirement System ("System"), a non-contributory multiple-employer public employee retirement system. All Authority employees working in a regularly established position are required to participate in the system. Regular employees who retire with 30 years of credited service or at age 62 with 6 years of credited service are entitled to a benefit, payable monthly for life based on their average final compensation for each year of credited service. Senior Management Service Class (SMSC) employees are entitled to a benefit, payable monthly for life based on their average final compensation for each year of credited service. Average final compensation is the employee's average salary for the five highest years of salary earned during covered employment. Benefits fully vest on 6 years of credited service.

Vested employees may retire before age 62 or 30 years of credited service and receive reduced retirement benefits. The System also provides death and disability benefits. Benefits are established by Florida Statutes Chapter 121.

As of the date of this report, the Authority has made all payments to the Florida Retirement System required of it by the laws of the State of Florida. The System issues a publicly available report that includes financial statements and required supplementary information. That report may be obtained by writing to the Florida Division of Retirement, 2639 N. Monroe Street, Building C., Tallahassee, Florida 32399, or calling 1-850-422-5706.



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Notes to Financial Statements

**NOTE 12 – PENSION PLAN (CONTINUED)**

The Authority is required by State statute to make contributions to the System equal to a certain percent of covered employees' salaries. Contributions for the years ended September 30, 2012, 2011, and 2010 were \$80,423, \$146,539, and \$158,154 respectively, equal to the required contributions for each year.

Required contribution rates were as follows:

	Employee Required Contribution	Employer Required Contribution	Total Required Contribution
Regular employees:			
October 1, 2010 through June 30, 2011	n/a	10.77%	10.77%
July 1, 2011 through June 30, 2011	3.00%	4.91%	7.91%
July 1, 2012 through September 30, 2012	3.00%	5.18%	8.18%
Employees in the Deferred Retirement Option Program (DROP):			
October 1, 2010 through June 30, 2011	n/a	12.25%	12.25%
July 1, 2011 through June 30, 2011	n/a	4.42%	4.42%
July 1, 2012 through September 30, 2012	n/a	5.44%	5.44%
Senior Management Service Class (SMSC):			
October 1, 2010 through June 30, 2011	n/a	14.57%	14.57%
July 1, 2011 through June 30, 2011	3.00%	6.27%	9.27%
July 1, 2012 through September 30, 2012	3.00%	6.30%	9.30%

**NOTE 13 – OTHER POSTEMPLOYMENT BENEFITS**

The employees of the Authority participate in the benefit plans and programs of Escambia County, Florida (the "County"). Postemployment benefits are provided in the form of health insurance for retired participants at the same rate as active participants. This results in an implicit rate subsidy. In conjunction with GASB Statement No. 45 for the year ended September 30, 2012, the County engaged an actuarial firm to determine the estimated obligation associated with the implicit rate subsidy postemployment benefit. The Authority's obligation was included in this actuarial estimation.

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**NOTE 13 – OTHER POSTEMPLOYMENT BENEFITS (CONTINUED)**

At October 1, 2011, the date of the latest actuarial valuation, plan participation of all Escambia County employees consisted of:

OPEB plan participants	1,116
Retirees receiving benefits	212

The Authority's covered payroll constituted approximately 2.7% for both the year ended September 30, 2012 and 2011, respectively of the total payroll costs for all entities included in the actuarial calculation. Accordingly, the County has allocated approximately 2.7% of the actuarially calculated amounts to the Authority.

The Authority is not required by law or other contractual agreement to provide funding for the implicit rate subsidy postemployment benefit other than the pay-as-you-go amount necessary to provide current benefits to retirees and eligible dependants and has therefore chosen to fund the OPEB obligation on a pay-as-you-go basis. For the years ended September 30, 2012 and 2011, the Authority contributed \$8,258 and \$9,814, respectively as funding of the OPEB obligations. This amount approximates the actual benefit payments made during each year (normal cost).

The Authority's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for the year ended September 30, 2012 and the two preceding years were as follows:

Fiscal Year Ended	Annual OPEB Cost	Percentage of OPEB Cost Contributed	Net OPEB Obligation
9/30/2012	\$ 25,410	32.50%	\$ 136,424
9/30/2011	34,926	28.10%	119,272
9/30/2010	34,344	33.41%	94,160

The Authority's annual OPEB cost (expense) is calculated based on the Annual Required Contribution (ARC) of the employer, an amount actuarially determined in accordance with GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years.

Funding policy and status – As of October 1, 2011, the most recent actuarial valuation date, the plan was 0% funded. The actuarial accrued liability for benefits (AAL) was approximately \$265,000, and the actuarial value of assets was \$0, resulting in an unfunded actuarial accrued liability (UAAL) of \$265,000. The covered payroll (annual payroll of active employees covered by the OPEB plan) for the years ended September 30, 2012 and 2011 approximated \$2.05 million and \$1.99 million, respectively, and the ratio of the UAAL to the covered payroll was 13% and 18%, respectively.

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Notes to Financial Statements

**NOTE 13 – OTHER POSTEMPLOYMENT BENEFITS (CONTINUED)**

Actuarial methods and assumptions: Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

The following table shows the components of the Authority's OPEB cost for the year, the amount actually contributed to the plan, and changes in the Authority's net OPEB obligation relating to the implicit rate subsidy:

<i>For the year ended September 30,</i>	<b>2012</b>	<b>2011</b>
<u>Determination of Annual Required Contribution (ARC)</u>		
Normal cost at September 30	\$ 15,057	\$ 21,064
Amortization of UAAL	10,123	13,625
Annual required contribution	<b>25,180</b>	34,689
<u>Annual OPEB Cost and net OPEB obligation</u>		
Annual required contribution (ARC)	<b>25,180</b>	34,689
Interest on net OPEB obligation	5,129	5,321
Adjustment to annual required contribution	<b>(4,899)</b>	(5,084)
Annual OPEB cost (expense)	<b>25,410</b>	34,926
Less: employer contributions made *	<b>(8,258)</b>	(9,814)
Increase in net OPEB obligation	<b>17,152</b>	25,112
Net OPEB obligation - beginning of year	<b>119,272</b>	94,160
Estimated net OPEB obligation - end of year	<b>\$ 136,424</b>	\$ 119,272

\* actuarially estimated employer contributions

Projections of benefits for financial reporting purposes are based on substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations. The OPEB-specific actuarial assumptions used in the actuarial valuation described below are consistent with those used by the Florida Retirement System actuary and adopted by the Florida Retirement System.

Santa Rosa Island Authority  
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Notes to Financial Statements

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**NOTE 13 – OTHER POSTEMPLOYMENT BENEFITS (CONTINUED)**

The actuarial methods are:

Actuarial cost method	Projected unit credit actuarial cost method
Amortization method:	Level percent of payroll
Amortization period (closed)	30 years
Asset valuation method	Market value of assets on valuation date
Investment rate of return	4.0% compounded annually
Healthcare cost trend rate	9.50% reduced by decrements of 1.00 % to .50% annually to an ultimate rate of 5.00% after 6 years

**NOTE 14 – RELATED PARTY TRANSACTIONS**

The Authority reimburses Escambia County for Pensacola Beach trolley services, which totaled \$144,025 and \$172,531 for the years ended September 30, 2012 and 2011, respectively. In addition, the Authority pays Escambia County for its employees' workers' compensation insurance and health and life insurance. During the years ended September 30, 2012 and 2011, the Authority expended \$60,755 and \$80,614, respectively for workers' compensation insurance and \$293,334 and \$299,341, respectively for health and life insurance. The Authority also reimbursed the County \$200,000 per year for fire and rescue services during the years ended September 30, 2012 and 2011.

Escambia County has also assigned the Bob Sikes bridge toll collection functions to the Authority with any associated costs to be paid from advances received from Escambia County. Unspent advances are refunded to Escambia County at year-end. For the years ended September 30, 2012 and 2011, the Authority received a fee of \$37,500 for the maintenance of the toll bridge. During the year ended September 30, 2012 and 2011, the Authority received advances totaling \$582,610 and \$528,501, respectively, and incurred expenses totaling \$582,486 and \$476,601, respectively. The remaining unspent amounts are due back to Escambia County. Beginning October 1, 2012, Escambia County assumed responsibility for the operations of the Bob Sikes toll bridge.

On October 1, 2002, Escambia County issued \$16,885,000 of Tourist Development Refunding Revenue Bonds, Series 2002 to mature on October 1, 2019, and on November 15, 2002, Escambia County issued \$22,305,000 of Capital Improvement Revenue Bonds, Series 2002, to mature on October 1, 2032. During fiscal year 2003, the Authority received \$32,000,000 of these bond proceeds from the County (see Note 9). For the years ended September 30, 2012 and 2011, the Authority paid \$600,000 to the County in accordance with the related Interlocal Agreement (see Note 15).

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Notes to Financial Statements

**NOTE 14 – RELATED PARTY TRANSACTIONS (CONTINUED)**

In 1998, the Authority and Escambia County jointly purchased a lease held for future use. The Authority's \$200,000 share of the purchase price is recorded in capital assets under repurchased leases as of September 30, 2012 and 2011. Escambia County's share of the purchase price is not included in the accompanying financial statements.

In October 2011, the Authority entered into an interagency loan agreement with Escambia County totaling \$200,000 for the repair of the Quietwater Boardwalk, a premier tourist attraction on Pensacola Beach. Under the interagency loan agreement, the Authority is scheduled to repay the loan in two equal installments totaling \$100,000 on or before October 1, 2012 and October 1, 2013. At September 30, 2012, the outstanding balance on the interagency loan totaled \$200,000.

During the year ended September 30, 2012, Escambia County received funds from a local-option sales tax, of which \$60,000 was donated to the Authority for the tiki covers at the trolley stops. At September 30, 2012, the funds from Escambia County had not been received; therefore, the entire amount is recorded as Due from Escambia County on the accompanying Statement of Net Assets.

During the year ended September 30, 2011, the Authority contracted with Escambia County to purchase UHF radios. At September 30, 2011, the Authority had remitted funds totaling \$83,463 to Escambia County but had not received the UHF radios. These funds are recorded as Deposit on capital purchase on the accompanying Statement of Net Assets.

During the year ended September 30, 2010, Escambia County and the Authority adopted an economic incentive plan for commercial leaseholders within the Authority's district. Certain requirements must be met in order to be eligible to receive an incentive payment in an amount similar to the advalorem taxes paid to Escambia County during the year. The Authority received approximately \$560,000 from Escambia County during the years ended September 30, 2012 and 2011. Payments to commercial leaseholders during the fiscal year 2012 and 2011 amounted to \$403,500 and \$345,851, respectively. The remaining funds totaled \$824,787 and \$668,287, at September 30, 2012 and 2011, respectively, and may be used for future incentive payments or refunded back to Escambia County.

The net amount due to Escambia County consists of the following:

<i>September 30,</i>	<b>2012</b>	<b>2011</b>
Unspent toll facility advances	\$ 124	\$ 51,900
Bond interest	14,952	9,427
Trolley	54,858	5,454
Other	-	820
<b>Due to Escambia County</b>	<b>\$ 69,934</b>	<b>\$ 67,601</b>

Santa Rosa Island Authority  
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Notes to Financial Statements

**NOTE 15 – COMMITMENTS AND CONTINGENCIES**

***Grants Contingencies***

The Authority has received federal and state financial assistance for costs related to capital improvements and disaster assistance on Santa Rosa Island. The disbursement of funds received under these programs is subject to review and audit by grantor agencies. Any disbursements disallowed by these agencies could become a liability of the Authority. In the opinion of management, any such claims should not have a material adverse effect on the financial statements.

***Interlocal Agreement***

On September 30, 2002, the Authority's Board of Directors approved an interlocal agreement with Escambia County in connection with certain plans for economic development, transportation and beach improvements at Pensacola Beach. Under the interlocal agreement, on October 1, 2002, Escambia County issued \$16,885,000 of Tourist Development Refunding Revenue Bonds, series 2002 to mature on October 1, 2019, and on November 15, 2002, Escambia County issued \$22,305,000 of Capital Improvement Revenue Bonds, Series 2002, to mature on October 1, 2032. A portion of the proceeds from these bond issues are being used to finance improvements on Pensacola Beach, including roadway improvements and beach and dune renourishment. By resolution approved by the Authority's Board of Directors, the Authority's lease fee revenues are pledged for repayment of these bonds. The interlocal agreement also stipulates that the Authority's lease fee revenues are pledged to cover any deficiency from other sources of revenue pledged for repayment of these bonds.

Under the interlocal agreement, the Authority is scheduled to make monthly payments to Escambia County each year through 2032 as follows:

	<b>Tourist Development Refunding Revenue Bonds</b>	<b>Capital Improvement Revenue Bonds</b>	<b>Total</b>
2013	\$ 560,000	\$ 40,000	\$ 600,000
2014	-	600,000	600,000
2015	-	600,000	600,000
2016	-	600,000	600,000
2017	-	600,000	600,000
Due 2018 - 2022	-	3,000,000	3,000,000
Due 2023 - 2027	-	3,000,000	3,000,000
Due 2028 - 2032	-	3,000,000	3,000,000
	<b>\$ 560,000</b>	<b>\$ 11,440,000</b>	<b>\$ 12,000,000</b>

The Authority made payments totaling \$600,000 to Escambia County during the years ended September 30, 2012 and 2011.

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Notes to Financial Statements

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**NOTE 15 – COMMITMENTS AND CONTINGENCIES (CONTINUED)**

***Litigation***

The Authority is involved in various lawsuits and claims incidental to the normal course of its operations. In the opinion of management, the ultimate liability, if any, resulting from such litigation will not materially affect the financial position or results of operations of the Authority.

***Windstorm***

The insurance policy for windstorm coverage includes a deductible amount for named hurricane storms estimated at approximately \$157,000. In addition, the Authority's windstorm policy is underwritten by the State of Florida's Citizens Property Insurance Corporation (Citizens). In the event Citizens incurs a deficit that exceeds the amount collected via regular premiums, an emergency assessment may be levied. The Authority may be required to pay substantially more in insurance premiums relating to the year for which the emergency assessment is levied.

## Supplementary Information



Santa Rosa Island Authority  
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Schedule of Funding Progress - Other Post-Employment Benefits

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL)	Unfunded AAL (UAAL)	Funded Ratio	Covered Payroll	UAAL as a Percentage of Covered Payroll
10/01/11	\$ -	\$ 264,921	\$ 264,921	0%	\$ 2,053,650	13%
10/01/10	-	356,435	356,435	0%	1,992,785	18%
10/01/09	-	356,435	356,435	0%	1,878,799	19%

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Schedules of Operating Revenues and Expenses -  
Budget and Actual

Year ended September 30,	2012				
	Actual (GAAP Basis)	Adjustment to Budgetary Basis	Actual (Budgetary Basis)	Budget (Unaudited)	Variance Favorable (Unfavorable) (Unaudited)
<b>Operating revenues</b>					
Lease fees					
Commercial	\$ 4,564,970	\$ -	\$ 4,564,970	\$ 3,811,755	\$ 753,215
Residential	2,878,820	-	2,878,820	2,727,375	151,445
Interest income	31,915	-	31,915	-	31,915
Other operating revenue	186,830	-	186,830	37,500	149,330
<b>Total operating revenues</b>	<b>7,662,535</b>	<b>-</b>	<b>7,662,535</b>	<b>6,576,630</b>	<b>1,085,905</b>
<b>Operating expenses</b>					
Personal services	3,131,671	-	3,131,671	3,903,821	772,150
Contractual and professional services	390,522	-	390,522	759,865	369,343
Supplies	308,462	-	308,462	396,895	88,433
Repairs and maintenance	75,611	-	75,611	92,860	17,249
Utilities	253,575	-	253,575	400,522	146,947
Advertising and promotion	520,954	-	520,954	545,400	24,446
Capital outlay	317,029	913,708	1,230,737	1,305,000	74,263
Other operating expense	410,990	-	410,990	603,764	192,774
<b>Total operating expenses before depreciation</b>	<b>5,408,814</b>	<b>913,708</b>	<b>6,322,522</b>	<b>8,008,127</b>	<b>1,685,605</b>
Depreciation	1,113,796	(1,113,796)	-	-	-
<b>Total operating expenses</b>	<b>6,522,610</b>	<b>(200,088)</b>	<b>6,322,522</b>	<b>8,008,127</b>	<b>1,685,605</b>
<b>Operating income (loss)</b>	<b>1,139,925</b>	<b>200,088</b>	<b>1,340,013</b>	<b>(1,431,497)</b>	<b>2,771,510</b>
<b>Non-operating revenues (expenses)</b>					
State grant projects revenue	41,759	-	41,759	-	41,759
Beach re-nourishment expenses	(112,100)	-	(112,100)	-	(112,100)
Island improvement funds	(64,839)	-	(64,839)	-	(64,839)
Payments to Escambia County -					
Pledged revenues	(600,000)	-	(600,000)	(600,000)	-
Fire and rescue	(200,000)	-	(200,000)	(200,000)	-
Interest expense	(14,510)	-	(14,510)	-	(14,510)
Gain on disposal of assets	47,335	-	47,335	-	47,335
Other income	85,994	-	85,994	40,000	45,994
<b>Net non-operating revenues (expenses)</b>	<b>(816,361)</b>	<b>-</b>	<b>(863,696)</b>	<b>(760,000)</b>	<b>(103,696)</b>
<b>Change in net assets</b>	<b>\$ 323,564</b>	<b>\$ 200,088</b>	<b>\$ 476,317</b>	<b>\$ (2,191,497)</b>	<b>\$ 2,667,814</b>

(continued)

Santa Rosa Island Authority  
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Schedules of Operating Revenues and Expenses -  
Budget and Actual (Continued)

Year ended September 30,	2011				
	Actual (GAAP Basis)	Adjustment to Budgetary Basis	Actual (Budgetary Basis)	Budget (Unaudited)	Variance Favorable (Unfavorable) (Unaudited)
<b>Operating revenues</b>					
Lease fees					
Commercial	\$ 4,167,126	\$ -	\$ 4,167,126	\$ 3,257,385	\$ 909,741
Residential	2,907,494	-	2,907,494	2,678,809	228,685
Interest income	35,658	-	35,658	-	35,658
Other operating revenue	142,420	-	142,420	37,500	104,920
<b>Total operating revenues</b>	<b>7,252,698</b>	<b>-</b>	<b>7,252,698</b>	<b>5,973,694</b>	<b>1,279,004</b>
<b>Operating expenses</b>					
Personal services	3,114,198	-	3,114,198	3,547,357	433,159
Contractual and professional services	404,622	-	404,622	722,703	318,081
Supplies	293,804	-	293,804	363,265	69,461
Repairs and maintenance	66,900	-	66,900	92,860	25,960
Utilities	294,031	-	294,031	344,522	50,491
Advertising and promotion	481,566	-	481,566	443,835	(37,731)
Capital outlay	132,636	181,055	313,691	365,500	51,809
Other operating expense	422,350	-	422,350	385,940	(36,410)
<b>Total operating expenses before depreciation</b>	<b>5,210,107</b>	<b>181,055</b>	<b>5,391,162</b>	<b>6,265,982</b>	<b>874,820</b>
Depreciation	1,113,026	(1,113,026)	-	-	-
<b>Total operating expenses</b>	<b>6,323,133</b>	<b>(931,971)</b>	<b>5,391,162</b>	<b>6,265,982</b>	<b>874,820</b>
<b>Operating income (loss)</b>	<b>929,565</b>	<b>931,971</b>	<b>1,861,536</b>	<b>(292,288)</b>	<b>2,153,824</b>
<b>Non-operating revenues (expenses)</b>					
Federal grant projects revenue	720,834	-	720,834	-	720,834
State grant projects revenue	174,284	-	174,284	-	174,284
Beach re-nourishment expenses	(122,705)	-	(122,705)	-	(122,705)
Island improvement funds	(45,183)	-	(45,183)	-	(45,183)
Payments to Escambia County -					
Pledged revenues	(600,000)	-	(600,000)	(600,000)	-
Fire and rescue	(200,000)	-	(200,000)	(200,000)	-
Interest expense	(18,505)	-	(18,505)	-	(18,505)
Gulf coast oil spill revenue	464,368	-	464,368	-	464,368
Other income	21,985	-	21,985	50,000	(28,015)
<b>Net non-operating revenues (expenses)</b>	<b>395,078</b>	<b>-</b>	<b>395,078</b>	<b>(750,000)</b>	<b>1,145,078</b>
<b>Change in net assets</b>	<b>\$ 1,324,643</b>	<b>\$ 931,971</b>	<b>\$ 2,256,614</b>	<b>\$ (1,042,288)</b>	<b>\$ 3,298,902</b>



Carr, Riggs & Ingram, LLC  
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Miramar Beach, Florida 32550

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CRlcpa.com

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND  
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors and Chief Executive Officer  
Santa Rosa Island Authority  
Pensacola, Florida

We have audited the financial statements of Santa Rosa Island Authority ("Authority") as of and for the year ended September 30, 2012, which collectively comprise the Authority's basic financial statements and have issued our report thereon dated December 11, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

***Internal Control Over Financial Reporting***

Management of Santa Rosa Island Authority is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered the Authority's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Authority's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. However, we identified the following deficiency in internal control over financial reporting that we consider to be a material weakness.

***IC2007-1: Financial Statement Preparation***

The preparation of financial statements in accordance with generally accepted accounting principles requires the preparer to have knowledge of the accounting principles affecting the entity, including financial statement disclosure requirements, the awareness of changes occurring in the accounting industry that could impact the entity's financial statements, and the knowledge of resources for researching accounting issues. Since Santa Rosa Island Authority must rely on our firm to prepare its annual financial statements in accordance with

generally accepted accounting principles, this is considered a material weakness in the Authority's internal control.

*Management's response:*

The costs of internally preparing the annual financial statements outweigh the benefit; therefore, the Authority will continue to have Carr, Riggs and Ingram, LLC assist in drafting the financial statements.

***Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of management, the Board of Directors, Escambia County, federal awarding agencies, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

*Carr, Riggs & Ingram, L.L.C.*

Miramar Beach, Florida  
December 11, 2012



## MANAGEMENT LETTER

To the Board of Directors and Chief Executive Officer  
Santa Rosa Island Authority  
Pensacola, Florida

We have audited the financial statements of Santa Rosa Island Authority ("Authority") as of and for the fiscal year ended September 30, 2012, and have issued our report thereon dated December 11, 2012.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General. We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in this report which is dated December 11, 2012, should be considered in conjunction with this management letter.

Additionally, our audit was conducted in accordance with Chapter 10.550, Rules of the Auditor General, which governs the conduct of local governmental entity audits performed in the State of Florida. This letter includes the following information, which is not included in the aforementioned auditor's report.

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. The item identified as *IC2007-1* in the auditor's report on internal control over financial reporting and compliance was included in the preceding annual audit report. The Authority has determined that correcting the weakness noted in the prior year is not a cost-effective use of resources. This comment was also included in the second preceding fiscal year audit report.

The Authority's response to the comment identified in our audit is described on page 30.

Section 10.554(1)(i)2., Rules of the Auditor General, requires our audit to include a review of the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds. In connection with our audit, we determined that the Authority complied with Section 218.415, Florida Statutes.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations other than those noted in the Report on Internal Control over Financial Reporting and on Compliance and Other Matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.

Section 10.554(1)(i)4., Rules of the Auditor General, requires that we address violations of provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but more than inconsequential. In connection with our audit, we did not have any such findings.

Section 10.554(1)(i)5., Rules of the Auditor General, provides that the auditor may, based on professional judgment, report the following matters that have an inconsequential effect on financial statements, considering both quantitative and qualitative factors: (1) violations of provisions of contracts or grant agreements, fraud, illegal acts, or abuse, and (2) Deficiencies in internal control that are not significant deficiencies. In connection with our audit, we did not have any such findings.

Section 10.554(1)(i)6., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements.

Pursuant to Chapter 119, Florida Statutes, this management letter is a public record and its distribution is not limited. Auditing standards generally accepted in the United States of America require us to indicate that this letter is intended solely for the information and use of management, Escambia County, and the Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

*Carri Riggs & Ingram, L.L.C.*

Miramar Beach, Florida  
December 11, 2012



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**REPORT ON COMPLIANCE  
WITH BOND RESOLUTION**

To the Board of Directors and Chief Executive Officer  
Santa Rosa Island Authority  
Pensacola, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America, the basic financial statements of Santa Rosa Island Authority ("Authority") as of and for the year ended September 30, 2012, and have issued our report thereon dated December 11, 2012.

In connection with our audit, nothing came to our attention that caused us to believe that the Authority failed to comply with the covenants of its resolution relating to the Tourist Development Refunding Revenue Bonds, Series 2002 and Capital Improvement Revenue Bonds, Series 2002 issued by Escambia County, Florida as they relate to accounting matters. However, our audit was not directed toward obtaining knowledge of such noncompliance.

This report is intended solely for the information and use of the Authority's Board of Directors and management, and Escambia County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

*Carr, Riggs & Ingram, L.L.C.*

Miramar Beach, Florida  
December 11, 2012





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

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

**DATE:** December 20, 2012

**SUBJECT:** Financial Statements and Annual Report

2012 DEC 20 P 4:05  
 CLERK OF CIRCUIT COURT  
 ESCAMBIA COUNTY, FL  
 HONORABLE BOARD OF  
 COUNTY COMMISSIONERS

**RECOMMENDATION:**

That the Board accept, for filing with the Board's Minutes, the Financial Statements for the Escambia-Pensacola Human Relations Commission for the Fiscal Year ended September 30, 2012, as prepared and audited by Brown Thornton Pacent & Co., P.A., Certified Public Accountants and Consultants.

PLS/nac

**FINANCIAL STATEMENTS**

**ESCAMBIA-PENSACOLA HUMAN  
RELATIONS COMMISSION**

**September 30, 2012 and 2011**

**BROWN  
THORNTON • PACENTA  
& Company, P.A.**

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*Certified Public Accountants*

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*Business & Financial Consultants*

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**FINANCIAL STATEMENTS**

**ESCAMBIA-PENSACOLA HUMAN  
RELATIONS COMMISSION**

**September 30, 2012 and 2011**

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**BROWN  
THORNTON ♦ PACENTA  
& Company, P.A.**

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*Certified Public Accountants  
Business & Financial Consultants*

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Michael D. Thornton, Shareholder  
Jan M. Pacenta, Shareholder  
John R. Dunaway, Officer  
Hardy N. Eubanks, III, Officer  
Sean K. Quigley, Officer  
Edward M. Rouse, Officer

**INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors  
Escambia-Pensacola Human Relations Commission  
Pensacola, Florida

We have audited the accompanying financial statements of the Escambia-Pensacola Human Relations Commission (the Commission) as of and for the years ended September 30, 2012 and 2011, as listed in the contents. These financial statements are the responsibility of the Commission's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Escambia-Pensacola Human Relations Commission as of September 30, 2012 and 2011, and the changes in financial position and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated December 12, 2012 on our consideration of Escambia-Pensacola Human Relations Commission's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audits.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4 through 6 and 16 through 18 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Braun Thornton Parenta & Company, P.A.*

December 12, 2012

## MANAGEMENT'S DISCUSSION AND ANALYSIS

### ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

September 30, 2012

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This supplement to the Escambia-Pensacola Human Relations Commission's (the Commission) basic financial statements presents a narrative overview and analysis of the financial activities of the Commission's fiscal year ended September 30, 2012. Please read the information presented here in conjunction with the financial statements and notes to the financial statements that follow this section.

#### Financial Highlights

- ◆ The Commission's assets exceeded its liabilities, resulting in net assets at September 30, 2012 of \$14,214.
- ◆ During the year ended September 30, 2012, expenditures exceeded revenues, resulting in a decrease in net assets of \$1,016 for the Commission.

#### Overview of the Financial Statements

The statement of net assets presents information on the Commission's assets and liabilities and the difference between the assets and liabilities using accounting methods similar to those used by private sector companies. This is a useful way to measure the financial health of the Commission.

The statements of activities present information showing how the Commission's net assets changed during this fiscal year. All the current year's revenue and expenses are accounted for in the statements of activities, regardless of when cash is received or paid.

#### Notes to the Financial Statements

Notes provide additional information that is essential to a full understanding of the data provided in the financial statements.

**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION**

**September 30, 2012**

Financial Analysis

The following condensed information comes from the Commission's financial statements from the last two years:

Condensed Statements of Net Assets

	<u>FY2012</u>	<u>FY2011</u>	<u>Change</u>
Assets	\$ 16,172	\$ 22,263	\$ (6,091)
Liabilities	<u>1,958</u>	<u>7,033</u>	<u>(5,075)</u>
Net Assets	<u>\$ 14,214</u>	<u>\$ 15,230</u>	<u>\$ (1,016)</u>
Unrestricted	\$ 13,651	\$ 13,678	\$ (27)
Invested in capital assets, net of related debt	<u>563</u>	<u>1,552</u>	<u>(989)</u>
Net Assets	<u>\$ 14,214</u>	<u>\$ 15,230</u>	<u>\$ (1,016)</u>

During the year ended September 30, 2012, the Commission's decrease in assets was primarily due to the payment of all liabilities owed at fiscal year end.

Condensed Statements of Activities

	<u>FY2012</u>	<u>FY2011</u>	<u>Change</u>
Revenues	\$ 220,512	\$ 270,287	\$ (49,775)
Expenses	<u>221,528</u>	<u>280,724</u>	<u>(59,196)</u>
Increase (decrease) in net assets	<u>\$ (1,016)</u>	<u>\$ (10,437)</u>	<u>\$ 9,421</u>

The decrease in revenues and expenses was primarily due a consulting contract with Maritime Park Development Partners, LLC being completed in fiscal year 2011.



**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION**

**September 30, 2012**

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Budgetary Highlights

The Commission's budget was revised during the year to reflect various changes in operations. The significant revisions are as follows:

- ◆ There were no significant changes in budgeted revenues during the year.
- ◆ Personnel services budget was decreased to reflect staffing changes that occurred.
- ◆ Escambia County contributed office space including utility expenses to the Commission. The fair market value of the contributed office space was recorded as an in-kind contribution and was offset by an amount included in expenses.

Requests for Information

This financial report is designed to provide a general overview of the Commission's finances for those with interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Executive Director of the Escambia-Pensacola Human Relations Commission at 2257 N. Baylen St., Pensacola, FL 32502.

# **AUDITED FINANCIAL STATEMENTS**

STATEMENTS OF NET ASSETS

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

September 30, 2012 and 2011

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	<u>ASSETS</u>	
	<u>2012</u>	<u>2011</u>
ASSETS		
Cash	\$ 6,802	\$ 13,678
Due from other governmental units	8,727	7,033
Prepaid expenses	80	-
Capital assets, net of depreciation	<u>563</u>	<u>1,552</u>
Total assets	16,172	22,263
	<u>LIABILITIES</u>	
LIABILITIES		
Accounts payable and accrued expenses	<u>1,958</u>	<u>7,033</u>
Total liabilities	1,958	7,033
	<u>NET ASSETS</u>	
NET ASSETS		
Unrestricted	13,651	13,678
Invested in capital assets, net of related debt	<u>563</u>	<u>1,552</u>
Total net assets	<u>\$ 14,214</u>	<u>\$ 15,230</u>

The accompanying notes are an integral part of these financial statements.

STATEMENTS OF ACTIVITIES

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

Years Ended September 30, 2012 and 2011

	2012	2011
Operating revenue:		
Grant revenue - Escambia County	\$ 106,813	\$ 107,668
Grant revenue - City of Pensacola	79,000	79,000
Consulting fees	-	40,970
In-kind contributions of rent and utilities	29,824	29,824
Other	4,875	12,825
Total operating revenues	220,512	270,287
Operating expenses:		
Personnel services	155,686	173,450
Contract labor	-	31,890
Professional fees	13,450	14,250
Rent	4,295	6,329
In-kind expense of rent and utilities	29,824	29,824
Materials and supplies	3,636	6,994
Travel and vehicle costs	836	768
Dues and subscriptions	330	995
Communications	5,383	8,272
Community relations	-	300
Insurance	1,386	1,274
Repairs and maintenance	5,713	4,327
Depreciation	989	2,051
Total operating expenses	221,528	280,724
Operating income (loss)	(1,016)	(10,437)
Net assets at beginning of year	15,230	25,667
Net assets at end of year	\$ 14,214	\$ 15,230

The accompanying notes are an integral part of these financial statements.

**STATEMENTS OF CASH FLOWS**  
**ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION**  
**Years Ended September 30, 2012 and 2011**

	2012	2011
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Cash received from governmental units	\$ 184,119	\$ 228,335
Cash received from other income	4,875	12,825
Cash payments to suppliers for goods and services	(35,109)	(72,075)
Cash payments for employees' services	<u>(160,761)</u>	<u>(172,982)</u>
Net cash used by operating activities	<u>(6,876)</u>	<u>(3,897)</u>
Net decrease in cash	(6,876)	(3,897)
Cash at beginning of year	<u>13,678</u>	<u>17,575</u>
Cash at end of year	<u>\$ 6,802</u>	<u>\$ 13,678</u>
 <b>RECONCILIATION OF INCOME FROM OPERATIONS TO NET CASH PROVIDED BY OPERATING ACTIVITIES</b>		
Operating loss	\$ (1,016)	\$ (10,437)
Adjustments to reconcile income (loss) from operations to net cash provided (used) by operating activities:		
Depreciation expense	989	2,051
(Increase) decrease in due from governmental units	(1,694)	697
(Increase) decrease in prepaid expenses	(80)	3,324
Increase (decrease) in accounts payable and accrued expenses	<u>(5,075)</u>	<u>468</u>
Net cash used by operating activities	<u>\$ (6,876)</u>	<u>\$ (3,897)</u>

The accompanying notes are an integral part of these financial statements.

## NOTES TO FINANCIAL STATEMENTS

### ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

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#### NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1. Defining the Reporting Entity - The Governmental Accounting Standards Board (GASB) has established criteria to be used by a government in deciding what organizations should be included in the general purpose financial statements of that government. Escambia-Pensacola Human Relations Commission (the Commission), created on April 10, 1978 by an Interlocal Agreement as authorized by Chapter 163.01, Florida Statutes between Escambia County (County) and the City of Pensacola (City), is a joint venture between the County and City. The Commission is funded by grants from the County and City. The Commission is responsible for the promotion of fair treatment and equal opportunity for all citizens of the local community. There are no component units which should be considered for inclusion in these financial statements based on the GASB criteria.

2. Basis of Accounting - Basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements.

The Commission recognizes revenues when they are earned and expenses when they are incurred.

3. Net Assets - The Commission reports equity as net assets in three components: "invested in capital assets, net of related debt", "restricted", and "unrestricted". The following explains each:

*Invested in capital assets, net of related debt* consists of capital assets, including restricted capital assets, reduced by accumulated depreciation and by any outstanding debt incurred to acquire, construct, or improve those assets.

*Restricted net assets* reports those net assets with limits on their use that are externally imposed (by creditors, grantors, contributors, or the laws and regulations of other governments) or that are imposed by the government's own constitutional provisions on enabling legislation.

*Unrestricted net assets* consist of all net assets that do not meet the definition of either of the other two components.

## NOTES TO FINANCIAL STATEMENTS

### ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

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#### NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

4. Capital Assets - Capital assets are stated at historical cost. The Commission capitalizes items with an estimated life exceeding one year and original cost greater than \$500. Depreciation is provided by using the straight-line method over the estimated useful lives of the assets ranging from 3-10 years.
5. Cash and Cash Equivalents - For the purposes of the statement of cash flows, the Commission considers all highly liquid debt instruments with an original maturity when purchased of three months or less to be cash equivalents. The Commission had no cash equivalents as of September 30, 2012 and 2011.
6. Use of Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions. This will affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the period. Actual results could differ from these estimates.
7. Advertising Costs - Costs for advertising are expensed when incurred. Yellow Pages advertising costs of \$458 were charged to communication expense for the year ended September 30, 2012.
8. Application of FASB Pronouncements - The Commission applies all applicable Governmental Accounting Standards Board (GASB) pronouncements. Additionally, the Commission applies pronouncements of the Financial Accounting Standards Board and its predecessor bodies unless those pronouncements conflict with or contradict GASB pronouncements.
9. Operating and Non-Operating Revenues - The Commission receives grants from Escambia County and the City of Pensacola and contributions from individuals that are considered operating income. During the fiscal year ended September 30, 2011, the Commission also received consulting fees from the Maritime Park Development Partners, LLC.
10. Events Occurring After the Reporting Date - The Commission has evaluated events and transactions that occurred between September 30, 2012 and December 12, 2012, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements.

**NOTES TO FINANCIAL STATEMENTS**

**ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION**

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**NOTE B - CASH**

Monies which are placed on deposit with financial institutions in the form of demand deposit accounts, time deposit accounts, and certificates of deposit, are defined as public deposits. All of the Commission's public deposits are held in qualified public depositories pursuant to State of Florida Statutes, Chapter 280, "Florida Security for Public Deposits Act". Under the Act, all qualified public depositories are required to pledge eligible collateral having a market value equal to or greater than the average daily or monthly balance of all public deposits, times the depository's collateral pledging level. The Public Deposit Security Trust Fund has a procedure to allocate and recover losses in the event of a default or insolvency. When public deposits are made in accordance with Chapter 280, no public depositor shall be liable for any loss thereof. Any losses to public depositors are covered by applicable deposit insurance, sale of securities pledged as collateral and, if necessary, assessments against other qualified public depositories of the same type as the depository in default. Accordingly, these deposits are considered to be fully insured.

The carrying amounts of deposits at September 30, 2012 and 2011 were as follows:

	<u>Carrying Amount</u>	<u>Bank Balance</u>
2012	\$ 6,802	\$ 8,832
2011	\$ 13,678	\$ 18,224

**NOTE C - DUE FROM OTHER GOVERNMENTAL UNITS**

The amounts due from other governmental units of \$8,727 and \$7,033 were County reimbursements the Commission had not received as of September 30, 2012 and 2011, respectively.



**NOTES TO FINANCIAL STATEMENTS**  
**ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION**

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**NOTE D - CAPITAL ASSETS**

The following table provides a summary of changes in capital assets consisting of furniture, fixtures, and equipment:

**Year ended September 30, 2011:**

Capital assets:	
Balance, beginning of year	\$ 17,074
Increases	-
Decreases	<u>-</u>
Balance, end of year	17,074
Accumulated depreciation:	
Balance, beginning of year	13,471
Increases	2,051
Decreases	<u>-</u>
Balance, end of year	<u>15,522</u>
Capital assets, net	<u>\$ 1,552</u>

**Year ended September 30, 2012:**

Capital assets:	
Balance, beginning of year	\$ 17,074
Increases	-
Decreases	<u>-</u>
Balance, end of year	17,074
Accumulated depreciation:	
Balance, beginning of year	15,522
Increases	989
Decreases	<u>-</u>
Balance, end of year	<u>16,511</u>
Capital assets, net	<u>\$ 563</u>

**NOTES TO FINANCIAL STATEMENTS**  
**ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION**

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**NOTE E - OPERATING LEASES**

The Commission received an in-kind contribution of office space and utility expenses for the years ended September 30, 2012 and 2011. In-kind contributions are recorded at their fair values in the period received. Contributed rents were \$25,024 and \$25,024 and contributed utilities were \$4,800 and \$4,800 for the years ended September 30, 2012 and 2011, respectively. These amounts were reported on the statement of activities as "In-kind contributions of rent and utilities" and offset by operating expenses of an equal amount. Office equipment is also leased on a month-to-month basis. Total rent expense for the years ended September 30, 2012 and 2011 was \$4,295 and \$6,329, respectively.

**NOTE F - RISK MANAGEMENT**

The Commission is exposed to various risks of loss related to torts, theft of, damage to, or destruction of assets, errors and omissions, injuries to employees, and natural disasters. The Commission is self-insured for potential risks of loss from employee use of non-owned automobiles. The Commission carries commercial insurance for risks of property loss and general liability. There were no material reductions in insurance coverage from the prior fiscal year and no claims resulting from these risks in the year ended September 30, 2012, nor did settlements exceed coverage for any of the past three fiscal years.

**NOTE G - COMMITMENTS AND CONTINGENCIES**

The Commission has received County and City grants. The disbursement of funds received under these programs is subject to review and audit by the grantor agencies. Any disbursements disallowed by these agencies could become a liability of the Commission.

**NOTE H - EMPLOYEES' HEALTH INSURANCE**

On-behalf payments by the County for Commission employees' health insurance for the years ended September 30, 2012 and 2011 amounted to \$28,207 and \$29,446, respectively. These amounts are included in personnel services expense in the statements of activities.

**NOTE I - CONCENTRATION OF RISK**

The Commission's services are funded primarily with grants from the County and the City. The Commission's ability to continue to provide the same level of services is dependent on continued funding from these sources.

**REQUIRED SUPPLEMENTARY INFORMATION**

**BUDGETARY COMPARISON SCHEDULE**

**ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION**

**Year Ended September 30, 2012**

	Original Budget	Final Budget	Actual	Variance Final Budget vs. Actual Favorable (Unfavorable)
<b>REVENUES</b>				
Grant revenue - Escambia County	\$ 107,200	\$ 107,200	\$ 106,813	\$ (387)
Grant revenue - City of Pensacola	79,000	79,000	79,000	-
Training	11,284	11,284	4,875	(6,409)
Other	-	-	-	-
<b>Total revenues</b>	<b>197,484</b>	<b>197,484</b>	<b>190,688</b>	<b>(6,796)</b>
<b>EXPENDITURES</b>				
Personnel services	164,177	154,973	155,686	(713)
Professional fees	13,950	16,650	13,450	3,200
Rent	3,415	4,295	4,295	-
Materials and supplies	1,000	3,043	3,346	(303)
Travel and vehicle costs	1,120	620	836	(216)
Dues and subscriptions	724	330	330	-
Communications	6,700	5,325	5,383	(58)
Insurance	1,800	1,386	1,386	-
Repairs and maintenance	1,620	6,113	5,713	400
Printing and binding	400	400	-	400
Bank charges	360	331	290	41
Legal	400	400	-	400
Capital outlay	534	-	-	-
<b>Total expenditures</b>	<b>196,200</b>	<b>193,866</b>	<b>190,715</b>	<b>3,151</b>
<b>Expenditures over revenues</b>	<b>\$ 1,284</b>	<b>\$ 3,618</b>	<b>\$ (27)</b>	<b>\$ (3,645)</b>

NOTE TO REQUIRED SUPPLEMENTARY INFORMATION  
ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

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**BUDGETARY INFORMATION**

Budget Policy and Practice

The Executive Director proposes an amended line item budget which is approved by the Commissioners and then submitted to the County and City for review. In accordance with the Interlocal Agreement with the County and the City, expenditures of funds must not exceed the approved budget and must be made in accordance with all applicable federal, state, and local laws and regulations.

Basis of Budgeting

The budget is integrated into the accounting system, and the budgetary data, presented with the financial statements, compares the expenditures in the basic financial statements with the amended budget amounts. The budget is presented on the modified accrual basis of accounting. Accordingly, the accompanying Budgetary Comparison Schedule presents actual expenditures on a basis consistent with the legally adopted budget as amended.

Material Violations

There were no material violations of the annual appropriated budget for the fiscal year ended September 30, 2012. An in-kind contribution of office space and utilities were included as revenue and expenditures. This in-kind contribution was provided to the Commission by Escambia County and is not considered a material violation of the budget.

Reconciliation of Budgetary Comparison Schedule to Statement of Activities

Expenditures over revenues - Budgetary Comparison Schedule	\$ (27)
Depreciation expense is not reflected in the Budgetary Comparison Schedule but is reported in the Statement of Activities	(989)
In-kind contributions reported in the Statement of Activities but not reported in the Budgetary Comparison Schedule	29,824
In-kind expenses reported in the Statement of Activities but not reported in the Budgetary Comparison Schedule	<u>(29,824)</u>
Change in net assets - Statement of Activities	<u>\$ (1,016)</u>

**REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH *GOVERNMENT  
AUDITING STANDARDS***

**BROWN  
THORNTON ♦ PACENTIA  
& Company, P.A.**

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*Certified Public Accountants  
Business & Financial Consultants*

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Michael D. Thornton, Shareholder  
Jan M. Pacenta, Shareholder  
John R. Dunaway, Officer  
Hardy N. Eubanks, III, Officer  
Sean K. Quigley, Officer  
Edward M. Rouse, Officer

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON  
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors  
Escambia-Pensacola Human Relations Commission  
Pensacola, Florida

We have audited the financial statements of Escambia-Pensacola Human Relations Commission, as of and for the year ended September 30, 2012, and have issued our report thereon, dated December 12, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control over Financial Reporting

Management of Escambia-Pensacola Human Relations Commission is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered Escambia-Pensacola Human Relations Commission's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Escambia-Pensacola Human Relations Commission's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Escambia-Pensacola Human Relations Commission's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in

internal control over financial reporting that we consider to be material weaknesses, as defined above. However, we identified a certain deficiency in internal control over financial reporting, described in the accompanying schedule of findings and responses that we consider to be a significant deficiency in internal control over financial reporting. (2012-1) *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

#### Compliance and Other Matters

As part of obtaining reasonable assurance about whether Escambia-Pensacola Human Relations Commission's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain additional matters that we reported to management of the Escambia-Pensacola Human Relations Commission in a separate letter dated December 12, 2012.

Escambia-Pensacola Human Relations Commission's response to the findings identified in our audit is described in the accompanying schedule of findings and responses. We did not audit the Commission's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of the Board of Directors, management, Escambia County, the City of Pensacola, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties.

Brian Shorton Parenta & Company, P.A.

December 12, 2012



## SCHEDULE OF FINDINGS AND RESPONSES

### ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

Year Ended September 30, 2012

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#### FINDINGS - FINANCIAL STATEMENT AUDIT

##### SIGNIFICANT DEFICIENCIES

###### 2012-1 - Overall Segregation of Duties

- ◆ **Criteria:** Internal controls should be put in place to provide adequate segregation of duties so that no one individual has custody of assets and access to the accounting records.
- ◆ **Condition:** Due to the limited number of people working in the office, many of the critical duties are combined and assigned to an available employee, such as access to checks, access to the general ledger, and the ability to create a new vendor in the accounting system.
- ◆ **Effect:** Due to the fact that incompatible duties are not adequately segregated, the potential exists for errors or irregularities to occur which would not be found or corrected in a reasonable time period.
- ◆ **Recommendation:** Due to budget constraints it is felt that the benefit of additional segregation of duties is outweighed by the cost of additional personnel required to segregate incompatible functions. We, therefore, recommend that the Board continue to utilize its members and another CPA firm to perform and review accounting matters as a compensating control.
- ◆ **Views of Responsible Officials:** The management of the Escambia-Pensacola Human Relations Commission concurs with the recommendation.

## SCHEDULE OF FINDINGS AND RESPONSES

### ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

Year Ended September 30, 2012

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#### FINDINGS - PRIOR FINANCIAL STATEMENT AUDIT

##### SIGNIFICANT DEFICIENCIES

###### 2011-1 - Overall Segregation of Duties

- ◆ **Criteria:** Internal controls should be put in place to provide adequate segregation of duties so that no one individual has custody of assets and access to the accounting records.
- ◆ **Condition:** Due to the limited number of people working in the office, many of the critical duties are combined and assigned to an available employee, such as access to checks, access to the general ledger, and the ability to create a new vendor in the accounting system.
- ◆ **Effect:** Due to the fact that incompatible duties are not adequately segregated, the potential exists for errors or irregularities to occur which would not be found or corrected in a reasonable time period.
- ◆ **Recommendation:** Due to budget constraints it is felt that the benefit of additional segregation of duties is outweighed by the cost of additional personnel required to segregate incompatible functions. We, therefore, recommend that the Board continue to utilize its members and another CPA firm to perform and review accounting matters as a compensating control.
- ◆ **Views of Responsible Officials:** The management of the Escambia-Pensacola Human Relations Commission concurs with the recommendation.

## **MANAGEMENT LETTER**

**BROWN  
THORNTON ♦ PACENTA  
& Company, P.A.**

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*Certified Public Accountants  
Business & Financial Consultants*

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Michael D. Thornton, Shareholder  
Jan M. Pacenta, Shareholder  
John R. Dunaway, Officer  
Hardy N. Eubanks, III, Officer  
Sean K. Quigley, Officer  
Edward M. Rouse, Officer

**MANAGEMENT LETTER**

To the Board of Directors  
Escambia-Pensacola Human Relations Commission  
Pensacola, Florida

We have audited the financial statements of Escambia-Pensacola Human Relations Commission (the Commission) as of and for the fiscal year ended September 30, 2012, and have issued our report thereon dated December 12, 2012.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in those reports, which are dated December 12, 2012, should be considered in conjunction with this management letter.

Additionally, our audit was conducted in accordance with Chapter 10.550, Rules of the Auditor General, which governs the conduct of local governmental entity audits performed in the State of Florida. This letter includes the following information, which is not included in the aforementioned auditor's reports or schedule:

1. Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address management letter findings and recommendations made in the preceding annual financial audit report, except as noted under the heading Prior Year Findings and Recommendations.

**Prior Year Findings and Recommendations:**

**Automobile Insurance Coverage**

*Auditor's Comment:*

Corrective actions have not been taken to address findings in prior year's Management Letters regarding business automobile insurance coverage which they Commission is required to carry by the Interlocal Agreement with Escambia County and the City of Pensacola. The Commission does not own an automobile, but it does have employees operating non-owned automobiles in the conduct of Commission business. This finding was also reported in the Commission's audit for the year ended September 30, 2010.

*Management's response:*

"The Escambia Pensacola Human Relations Commission, the (EPHRC) does not own a company vehicle which requires automobile coverage. Each employee with an automobile maintains individual vehicle insurance. The EPHRC has requested in the past and will continue to seek to have this area stricken from the Interlocal Agreement when meetings are held in preparation for the upcoming fiscal year 2011-2012. The EPHRC anticipated this revision in the past, but as of the balance sheet date of September 30, 2012, no such revision has been made to the Interlocal Agreement."

2. Section 10.554(1)(i)2., Rules of the Auditor General, requires our audit to include a review of the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds. In connection with our audit, we determined that the Commission complied with Section 218.415, Florida Statutes.
3. Section 10.554(1)(i)3, Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any recommendations not included in the other auditor's reports.
4. Section 10.554(1)(i)4., Rules of the Auditor General, requires that we address violations of provisions of contracts or grant agreement, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but more than inconsequential. In connection with our audit, we did not have any such findings except the finding in the preceding annual audit report addressed in item 1 above.

**Findings and Recommendations:**

**Expenditures of funds exceeded approved budget**

*Auditor's Comment:*

Certain actual expenditure amounts exceed the final approved budget amounts. The Commission's agreement with the city and county expressly state that the expenditure of funds must not exceed the approved budget. Although, the auditor believes the overall amount to be an immaterial violation, we recommend the Commission monitor the budget to actual to reduce the likelihood of a future material violation of the Interlocal agreement with the city and county.

*Management's response:*

"Management agrees and will monitor the expenses for present and future budget."

5. Section 10.554(1)(i)5., provides that the auditor may, based on professional judgment, report the following matters that have an inconsequential effect on the financial statements, considering both quantitative and qualitative factors: (1) violations of provisions of contracts or grant agreements, fraud, illegal acts, or abuse, and (2) deficiencies in internal control that are not significant deficiencies. In connection with our audit, we did not have any such findings.

6. Section 10.554(1)(i)6., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is included in Note A of the financial statements.
7. Section 10.554(1)(i)7.a., Rules of the Auditor General, requires a statement be included as to whether or not the local governmental entity has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Commission did not meet any of the conditions described in Section 218.503(1), Florida Statutes.
8. Section 10.554(1)(i)7.b., Rules of the Auditor General, requires that we determine whether the annual financial report for the Commission for the fiscal year ended September 30, 2012, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2012. In connection with our audit, we determined that these two reports were in agreement.
9. Pursuant to Sections 10.554(1)(i)7.c. and 10.556(7), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Escambia-Pensacola Human Relations Commission's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same. The assessment was done as of the end of the fiscal year.

Pursuant to Chapter 119, Florida Statutes, this management letter is a public record and its distribution is not limited. Auditing standards generally accepted in the United States of America require us to indicate that this letter is intended solely for the information and use of the Board of Directors, management, Escambia County, the City of Pensacola, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties.

*Brown Shenton Parents & Company, P.A.*

December 12, 2012



**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-3629**

**Clerk & Comptroller's Report 10. 4.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 01/03/2013

**Issue:** Acceptance of Documents

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

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

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**Recommendation:**

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

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

A. The original recorded *Residential Rehab Grant Program Lien Agreement* for property located at 402 Frisco Road, owned by Lee Anne Winchester, as approved by the Board on January 20, 2011, and recorded in Official Records Book 6942, Pages 1652 and 1653, on December 4, 2012; and

B. Closing documents related to the sale of surplus property, located at 307 East Blount Street, to Marlin Mueller, Jr., as approved by the Board on October 21, 2010, and received in the Clerk to the Board's Office on December 14, 2012.

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**Attachments**

**CR I-4**

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MINUTES OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

21. Ratifying the Chairman's signature on the 2010 Brownfields *Voluntary Cleanup Tax Credit Application and Affidavit*, to be submitted to the Florida Department of Environmental Protection for the environmental remediation of hazardous contamination at the former Escambia County Mosquito Control facility located at 603 West Romana Street; Escambia County is eligible to receive \$76,647.34 in tax credits for 2010 (in the event of monetary gain, funds will be deposited in Fund 129, CDBG HUD Entitlement).

22. Ratifying the following January 20, 2011, action of *(the Board of Commissioners of Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 402 Frisco Road:*

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Lee Anne Winchester, owner of residential property located at 402 Frisco Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$5,500, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the following improvements:

Install a central heating and air conditioning system

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





PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-40. Approval of Various Consent Agenda Items – Continued



16. Taking the following action concerning the surplus and sale of real property located at 307 East Blount Street:
  - A. Declaring surplus the Board's real property, Account Number 13-3134-000, Reference Number 00-0S-00-9020-010-041;
  - B. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$4,494, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and
  - C. Authorizing the Chairman to sign all documents related to the sale.
17. Taking the following action concerning the 2010/2011 Emergency Shelter Grant (ESG) Agreement with Loaves and Fishes Soup Kitchen, Inc. (Funding: Fund 110, Other Grants and Projects/ESG, Cost Center to be assigned):
  - A. Approving the *Emergency Shelter Grant Agreement* with Loaves and Fishes Soup Kitchen, Inc., detailing the utilization of a maximum of \$87,690 to support salary and/or operational costs of the Loaves and Fishes Homeless Center located at 257 East Lee Street; and
  - B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents required to complete the project.
18. Taking the following action concerning the 2010/2011 Fair Housing Services Agreement with Escambia-Pensacola Human Relations Commission (Funding: Fund 129/CDBG, Cost Center to be assigned):
  - A. Approving, subject to Legal sign-off, the 2010/2011 Community Development Block Grant (CDBG)-funded *Fair Housing Services Agreement* with Escambia-Pensacola Human Relations Commission, providing a total of \$18,500 for the 2010-2011 Fiscal Year; and
  - B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all documents required to implement the Agreement.



**ESCAMBIA  
COUNTY**

**INTER-OFFICE MEMORANDUM**

TO: Doris Harris, Deputy Clerk  
FROM: Tara Cannon, Administrative Assistant to  
Stephen G. West, Senior Assistant County Attorney  
DATE: December 13, 2012  
RE: Surplus Property Sale – 307 East Blount Street  
(10/21/2010 BCC Meeting)

The closing concerning the above-referenced property has been completed. I am providing the attached documents to you as the custodian of records as follows:

1. Copy of the recorded Deed recorded in official Record Book 6947 at pages 1652-1653.
2. Original Settlement Statement.
3. Original Agreement for Sale and Purchase.
4. Original Satisfaction of Conditions Precedent to Closing.

Please contact me if you have any questions.

/s

Attachments

cc: Patty Sheldon, Financial Services (w/o attach)  
Dianne Taylor, Management & Budget (w/o attach)

2012 DEC 14 P 3:08  
CLERK OF DISTRICT COURT  
ESCAMBIA COUNTY, FL  
JUDGE LEE MAGAHA



**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-3651** **Clerk & Comptroller's Report** **10. 5.**  
**BCC Regular Meeting** **Consent**  
**Meeting Date:** 01/03/2013  
**Issue:** Minutes and Reports  
**From:** Doris Harris, Deputy Clerk to the Board  
**Organization:** Clerk & Comptroller's Office

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**Recommendation:**

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

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

- A. Approve the Minutes of the Special Board Meeting held December 20, 2012;
  - B. Approve the Minutes of the Regular Board Meeting held December 6, 2012;
  - C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held December 6, 2012; and
  - D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held December 11, 2012.
- 

**Attachments**

**CR I-5**

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REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION  
HELD DECEMBER 6, 2012  
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:04 a.m. – 10:40 a.m.)

Present: Commissioner Gene M. Valentino, Chairman, District 2  
Commissioner Lumon J. May, Vice Chairman, District 3  
Commissioner Steven L. Barry, District 5  
Commissioner Wilson B. Robertson, District 1  
Commissioner Grover C. Robinson IV, District 4  
Lisa N. Bernau, Chief Deputy Clerk, representing the Honorable Ernie Lee Magaha,  
Clerk of the Circuit Court and Comptroller  
George Touart, Acting 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., December 6, 2012, Regular Board Meeting was reviewed as follows, and Commissioner Robinson initiated discussion relative to revisiting the structure of the RESTORE Act Advisory Committee at the December 11, 2012, Committee of the Whole Workshop:
  - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, County Attorney Rogers, Steve Littlejohn, Environmental Enforcement Supervisor, Code Enforcement Division, and Joy D. Blackmon, Public Works Department Director, reviewed the agenda cover sheet;
  - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
  - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
  - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report; and
  - E. County Attorney Rogers reviewed the County Attorney's Report.

AGENDA WORK SESSION: December 6, 2012

NAME DEPARTMENT/AGENCY

1	<i>Ass Bernau</i>	<i>Clerk + Comptroller</i>
2	<i>Patty Sheldon</i>	<i>Clerk + Comptroller Finance</i>
3	<i>Doris Harris</i>	<i>Clerk to the Board</i>
4	<i>George Touant</i>	<i>C.A. - BCC</i>
5	<i>Judy Witterstaeter</i>	<i>CAO</i>
6	<i>Gene M. Valentino</i>	<i>BCC</i>
7	<i>Luman May</i>	<i>BCC</i>
8	<i>Don Collo</i>	<i>BCC</i>
9	<i>St. Ben</i>	<i>BCC</i>
10	<i>Wilson Robertson</i>	<i>BCC</i>
11	<i>CS</i>	<i>City Atty</i>
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NAME

DEPARTMENT/AGENCY

1	Wes Moreno	P/W
2	Mike Weaver	PS
3	Claudia Semrau	Quack
4	LARRY GOODWIN	PIW
5	DAVID WHEELER	FACILITIES MGT
6	Jay Blackmer	P/W
7	Angela	MBS
8	Kathleen Castro	DIO
9	TOM TURNER	HR
10	David Muschwhite	I.T.
11	CAM JOHNSON	PIO
12	Jeremy Morrison, Independent News	→
13	Steve Greco	Cit.
14	Russell D. Scarritt	SRIA
15	David Perruchon	GREEN
16	Don & Kim Barber	
17	Jesse Casey	SOLF
18	Richard Barber	WCI
19	GREG JONES	WCT
20	Jesse Rugby	Attorney
21	Pat Johnson	OSUM
22	RYAN ROSS	LEGAL
23	Sam & Alle	Grid Service
24	Randy Wickard	NEFI
25	Keith Wilkins	C+E
26	LLOYD HERR	OSD
27	Harold Jones	OSD
28	Gret Green	BCL
29	Marlynn Wesley	DCA
30	Kris Hill	Legal

NAME

DEPARTMENT/AGENCY

1	Darvin Simpson	Co. Atty's Office
2	Russ Jank	BCC Puts
3	J. Braswell	Bec D1
4	Dean Kerschner	BCC - D2
5	Nate Mowse	TNJ
6	LARRY NEWSON	ACA
7	Robert Turpin	C&ED
8	TIC EAGAN	AGI
9	Michael Rhoades	PAKS
10	STEVE Littlejohn	Code Enforcement
11	BARBARA MAYAT	Citizen
12	Goedon Pike	Correction
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REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE  
BOARD OF COUNTY COMMISSIONERS  
HELD DECEMBER 11, 2012  
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:06 a.m. – 12:18 p.m.)

Present: Commissioner Gene M. Valentino, Chairman, District 2  
Commissioner Lumon J. May, Vice Chairman, District 3  
Commissioner Steven L. Barry, District 5  
Commissioner Wilson B. Robertson, District 1  
Commissioner Grover C. Robinson IV, District 4  
George Touart, Interim 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

AGENDA NUMBER

1. Call to Order

Chairman Valentino called the Committee of the Whole (C/W) to order at 9:06 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 December 8, 2012, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule December 10-December 14, 2012, Legal No. 1584672*.



REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Joint City/County Meetings

A. Board Discussion – The C/W discussed the possibility of reinstating the Joint City/County Meetings, which were previously held quarterly, and the C/W:

(1) Was advised by Commissioner Valentino that he has spoken with Mayor Ashton Hayward, who is amenable to Joint City/County Meetings, and was further advised by Commissioner Valentino that:

(a) He suggests no more than three Joint Meetings per year, the purpose of which should be to streamline policy positions between the City and County, in the spirit of functional consolidation; and

(b) He has just learned of the Pensacola City Council's potential vote to pull the City's portion of the Local Option Gas Tax proceeds from the County;

(2) Heard the request from Commissioner Valentino that Commissioner May "run point" regarding City issues and take a "hard look" at the City's relationship with the County, and also apprise the Commissioners concerning the issues related to the feasibility and the financial condition of the Port of Pensacola;

(3) Was advised by Commissioner May that, in the spirit of collaboration and cooperation, the County and City should work together and, further, he believes that the Board should also meet with the School Board at least annually; and

(4) Heard Commissioner Robinson's suggestion that the City and County meet jointly twice a year, with a consensus to direct staff to proceed on that basis; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Time Line for Hiring the County Administrator

A. Board Discussion – The C/W heard an overview from Thomas G. "Tom" Turner, Director, Human Resources, concerning a seven-page document entitled *Time Line for Hiring the County Administrator*, and the C/W:

(1) Was advised by Mr. Turner that:

(a) Staff requests Board direction concerning whether the Board wishes to hire an outside firm to conduct the search or if the Board prefers that staff conduct the search; and

(b) Staff will provide, for the Board's consideration at the January 3, 2013, Regular Board Meeting, a recommendation concerning how the position will be advertised, after which the process will begin;

(2) Heard the suggestion from Commissioner Robinson that staff narrow the list of applicants to 25 candidates, who will be ranked by the Board to a list of five candidates who will be interviewed by the Board; and

(3) Heard the request from Commissioner Valentino that staff provide a "broad scope" of criteria at the January 3, 2013, Regular Board Meeting; and

B. Board Direction – The C/W recommends that the Board take the following action concerning the Time Line for Hiring the County Administrator:

(1) Approve that the recruitment process will be handled in-house, and authorize a (*recruitment*) start date of January 3, 2013; and

(2) Approve advertising the pay grade salary range for the position of County Administrator and an expected salary range of \$123,000.00 (\$123,779.39) to \$150,000.00, and "shoot for the May-June time frame."

**Recommended 5-0**

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. RESTORE Act Advisory Committee

- A. Board Discussion – The C/W discussed the RESTORE Act (*Resources and Ecosystems Sustainability, Tourist Opportunity and Revived Economics of the Gulf States Act of 2011*) Advisory Committee; and
- B. Board Direction – The C/W recommends that the Board take the following action:
- (1) Approve allowing Commissioner Robinson to run for Chairman of the State's 23-County Gulf Consortium; and
  - (2) Approve a nine-member RESTORE Act Advisory Committee consisting of the following individuals:
    - (a) A representative of the financial industry with five (5) or more years experience, to be appointed by Commissioner Barry
    - (b) A business leader with five (5) or more years of economic development experience, to be appointed by Commissioner Valentino
    - (c) An individual with five (5) or more years of complex governmental experience, to be appointed by Commissioner Robinson
    - (d) An individual with five (5) or more years of experience in the area of transportation, to be appointed by Commissioner Robertson
    - (e) An at-large citizen representative, to be appointed by Commissioner May
    - (f) An individual appointed by the City of Pensacola
    - (g) An individual representing local environmental advocacy groups
    - (h) Two individuals to be selected by the Board from applications to be brought forward by the County Administrator and Assistant County Administrator

**Recommended 5-0**

For Information: The Board was advised by County Attorney Rogers that a new Resolution will be provided at the next Regular Board Meeting (*January 3, 2013*) to amend the Resolution (*R2012-150*) previously adopted by the Board (*at the October 18, 2012, Regular Board Meeting*).

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. County Medicaid Costs

A. Board Discussion – The C/W was advised by Chairman Valentino that County Medicaid Costs will be discussed at the January 2013 Committee of the Whole Workshop; and

B. Board Direction – None.

7. Employee Raises

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Escambia County Employee Raises*, presented by Amy Lovoy, Director, Management and Budget Services Department, and the C/W:

(1) Was advised by Ms. Lovoy that:

(a) The following three options are available to the Board:

(1) Option 1 – Use one-time money to fund a recurring 3% Cost-of-Living Adjustment (COLA) raise for employees of the Board, Property Appraiser, and Supervisor of Elections; in Fiscal Year 2013-2014, the County would require either additional revenues or a reduction in force (RIF) to fund the recurring costs; the approximate cost for the entities listed above would be about \$1,400,000; the average cost of a County employee is about \$50,000; any raises granted to the employees of the Sheriff would be funded from the Sheriff's existing budget;

(2) Option 2 – Use one-time money to fund a recurring 3% COLA for employees of the Board, Property Appraiser, Supervisor of Elections, and Sheriff; in Fiscal Year 2013-2014, the County would require either additional revenues or a reduction in force (RIF) to fund the recurring costs; the approximate cost for the entities listed above would be about \$3,200,000; and

(Continued on Page 6)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. Continued...

A. Continued...

(1) Continued...

(a) Continued..

(3) Option 3 – Allow County employees under the Board's health insurance plan who have not received a lump sum payment to sell back accrued annual, PTO (*Paid Time Off*), or MOB (*Management Option Benefits*) leave; this would include employees of the Board, Tax Collector, Property Appraiser, Supervisor of Elections, and the Santa Rosa Island Authority; 40 hours of leave would cost about \$700,000; all employees would be required to maintain a balance of at least 100 hours; a one-time source of funds would be used to fund this one-time cost; attempt to build the Fiscal Year 2013-2014 budget with a COLA funded from recurring revenues; and

(b) The leave buyback would be paid from the rebates on the County's health insurance contract as a result of surpassing cost control benchmarks; and

(2) Was advised by Henrique Dias, Sheriff's Chief Financial Officer, that the Sheriff's Office will receive approximately \$500,000 from health care savings, which will be contributed toward the cost of the leave buyback for employees of the Sheriff's Office, with the remainder to be funded from the Sheriff's Internal Service Fund; and

B. Board Direction – The C/W recommends that the Board approve allocating \$1.4 million (*from rebates on the County's health insurance contract as a result of surpassing cost control benchmarks*) for the Board and (*approve*) a \$500,000 opportunity for the Sheriff's Office (*Option 3, as outlined in the PowerPoint Presentation*), and approve placing \$1 million in reserves for next year's insurance costs.

**Recommended 5-0**

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

ITEMS ADDED TO THE AGENDA IN THE MEETING

1. Chairman's Annual Appointments to Boards and Committees

- A. Board Discussion – The C/W discussed changes to the Chairman's Annual Appointments to Boards and Committees, and was advised by Commissioner Barry that he will serve on the Early Learning Coalition and the Northwest Florida Regional TPO (*Transportation Planning Organization*), to which Commissioner Robinson was appointed, in exchange for Commissioner Robinson serving on the Downtown Improvement Board in his stead; and
- B. Board Direction – The C/W recommends that the Board approve the following changes to the Chairman's annual appointments to Boards and Committees:
  - (1) Commissioner Valentino will replace Commissioner May on the West Florida Regional Planning Council
  - (2) Commissioner Barry will replace Commissioner Robinson on the Early Learning Coalition and the Northwest Florida Regional TPO
  - (3) Commissioner Robinson will replace Commissioner Barry on the Downtown Improvement Board
  - (4) Commissioner May will replace Commissioner Robinson on the Community Drug and Alcohol Commission

**Recommended 5-0**

2. FOR INFORMATION: The C/W:

- A. Heard Commissioner Robinson disclose that:
  - (1) He owns a building for which he and Commissioner Barry are parties to a three-year lease agreement, and a copy of the lease has been provided to the County Attorney's Office; and
  - (2) In October 2012, he represented a business client who wants to acquire property in the vicinity of his existing business, and two of the vacant lots were owned by Commissioner May, one in partnership with another individual; however, he represented the business owner, and not Commissioner May;

(Continued on Page 8)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

ITEMS ADDED TO THE AGENDA IN THE MEETING – Continued

2. Continued...

B. Heard Commissioner Robertson disclose that he was appointed to the West Florida Regional Planning Council, which leases property from him; and

C. Was advised by County Attorney Rogers that:

(1) She has determined that Commissioner Robinson's relationships are legitimate, grandfathered contractual arrangements that are not an issue, and, if anyone needs access to the information, it is available in the County Attorney's Office; and

(2) Commissioner Robertson's lease of property to the West Florida Regional Planning Council is a pre-existing lease arrangement that is not an issue.

AGENDA NUMBER – Continued

8. Adjourn

Chairman Valentino declared the C/W Workshop adjourned at 12:18 p.m.



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

**AI-3673**

**Growth Management Report 10. 1.**

**BCC Regular Meeting**

**Meeting Date:** 01/03/2013

**Issue:** Review of Rezoning Cases Heard by the Planning Board on December 10, 2012

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

**Organization:** Development Services

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**RECOMMENDATION:**

Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on December 10, 2012

That the Board take the following action concerning the Rezoning Cases heard by the Planning Board on December 10, 2012:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2012-28, Z-2012-29, Z-2012-26, and Z-2012-09 or remand the cases back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the Rezoning Cases that were reviewed.

<b>1. Case No.:</b>	<b>Z-2012-28</b>
Address:	6125 Arthur Brown Rd.
Property Reference No.:	11-4N-33-4100-000-000
Property Size:	9.69 (+/-) acres
From:	VAG-1, Villages Agriculture, Gross Density (five dwelling units per 100 acres on one-acre parcels)
To:	ID-2, General Industrial District (non-cumulative)
FLU Category:	AG, Agricultural
Commissioner District:	5
Requested by:	Neal Bjorklund, Agent for Genesis Rail System
Planning Board Recommendation:	Approval
Speakers:	Neal Bjorklund

<b>2. Case No.:</b>	<b>Z-2012-29</b>
Address:	4810 West Nine Mile Rd.



Property Reference: 04-1S-31-1101-000-000  
Property Size: 241.9 (+/-) acres  
From: AG, Agricultural District,  
Low Density  
To: ID-CP, Commerce Park District  
(cumulative) (no residential uses allowed)  
FLU Category: REC, Recreation  
Commissioner District: 1  
Requested by: Michael Langston, PE, agent for  
Navy Federal Credit Union  
Planning Board Recommendation: Approval  
Speakers: None

**3. Case No.: Z-2012-26**  
Address: 85 Stone Blvd.  
Property Reference: 14-1N-31-1001-007-002  
Property Size: 9.93 (+/-) 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 O'Neill  
Planning Board Recommendation: Approval  
Speakers: None

**4. Case No.: Z-2012-09**  
Address: 2006 Border St.  
Property Reference: 16-2S-30-2300-001-023  
Property Size: 2.23 (+/-) acres  
From: R-5, Urban Residential/  
Limited Office District,  
(cumulative) High  
Density and ID-1,  
Light Industrial District  
(cumulative) (no residential  
uses allowed)  
To: ID-1, Light Industrial District  
(cumulative) (no residential  
uses allowed)  
FLU Category: MU-U, Mixed-Use Urban  
Commissioner District: 3

Requested by: Wiley C. "Buddy" Page, Agent  
for Rick Evans Contracting

Planning Board Recommendation: Approval

Speakers: None

**BACKGROUND:**

The above cases were owner initiated and heard at the December 10, 2012, Planning Board Meeting. Under the Land Development Code (LDC) 2.08.00.E.1., "the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended orders as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use than recommended by the Planning Board; rather the matter shall be remanded with instructions. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony."

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

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

The Cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a Quasi-Judicial Public Hearing and issues a recommended Order to the Board.

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### **Attachments**

Z-2012-28

Z-2012-29

Z-2012-26

Z-2012-09

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# Z-2012-28

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA  
ESCAMBIA COUNTY PLANNING BOARD  
PUBLIC HEARING

DATE TAKEN: Monday, December 10, 2012  
TIME: 8:30 a.m. - 10:20 a.m.  
PLACE: Development Services Department  
3363 West Park Place, Room 104  
Pensacola, Florida 32505

Whereupon, the following is a transcript of the proceedings held before:

Deborah Dukes, Court Reporter  
Notary Public, State of Florida

ANCHOR COURT REPORTING  
229 South Baylen Street  
Pensacola, Florida 32502

AGENDA

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5	Call to Order.....	4
6	Invocation/Pledge of Allegiance to the Flag.	4
7	Proof of Publication and Waive Reading.....	5
8	Quasi-judicial Process Explanation.....	6
9	Public Hearings	
10	A. Z-2012-28 Applicant Neal Bjorklund....	13
11	B. Z-2012-29 Applicant Michael Langston..	25
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A P P E A R A N C E S

FOR THE PLANNING BOARD:

WAYNE BRISKE, Chairman  
TIM TATE, Vice Chairman  
ALVIN WINGATE, Board Member  
DOROTHY DAVIS, Board Member  
DAVID WOODWARD, Board Member  
VANN GOODLOE, Board Member  
PATTY HIGHTOWER, School Board Rep.  
STEPHANIE ORAM, Navy Rep.

FOR THE COUNTY:

JUAN LEMO, Senior Staff Planner  
KAYLA MEADOR, Planning Board Clerk  
ALLYSON CAIN, Staff Planner  
STEPHEN WEST, County Attorney

COURT REPORTER:

DEBORAH DUKES  
ANCHOR COURT REPORTING  
229 South Baylen Street  
Pensacola, Florida 32502  
(850) 432-2511  
1-800-563-6409  
FAX: (850) 432-2302  
www.anchorreporters.com

CALL TO ORDER

CHAIRMAN BRISKE: Good morning

everyone. I would like to call to order the quasi-judicial hearing for December 10, 2012. We do have most of our board members here, with Karen Sindel being missing so I do have a quorum.

At this time I would like to ask Mr. Wingate to lead us in an invocation and the Pledge of Allegiance. Please stand.

(Invocation and Pledge of Allegiance.)

CHAIRMAN BRISKE: Thank you, Mr. Wingate.

Good morning, everyone. I would like you to turn off all of your noise-making equipment, cell phones and anything else that might interrupt the meeting. If you are here this morning concerning the Perdido Key Master Plan presentation, please note that that has been rescheduled. Do we have a specific date yet, Juan?

MR. LEMO: No, sir, we don't. We are shooting for January, that's our target date. But depending on how many changes or how long it takes them to make the changes that be

1 requested, it may be February for advertising  
2 purposes.

3 CHAIRMAN BRISKE: Okay. And that will  
4 be advertised again and we will let the key  
5 groups know so that they can be in attendance  
6 for the meeting.

7 BOARD MEMBER WOODWARD: Mr. Chairman, I  
8 provided -- once every ten years or so the  
9 Florida Bar Journal comes out with a really  
10 useful article, and this time it did about  
11 success in litigation and local permit  
12 denials, and my colleague to my left will  
13 love this subtitle, Alternative Theories of  
14 Obtaining Justice.

15 For those of you who are in the  
16 audience who might be interested in this  
17 because of the outcome of your hearing, it  
18 can be found at FlaLaw dot org under the  
19 publication section, and I hope it doesn't  
20 strangle you as much it did me.

21 CHAIRMAN BRISKE: All right. Thank  
22 you. Okay. Just to give everyone a little  
23 idea of how the meeting will run today, we do  
24 go into a quasi-judicial hearing first, which  
25 are the rezoning hearings. In today's case

1 At this hearing the Planning Board is  
2 acting under its authority here and makes  
3 recommendations to the Board of County  
4 Commissioners on rezoning applications.  
5 These hearings are quasi-judicial in nature.  
6 Quasi-judicial hearings are like evidentiary  
7 hearings in a court of law. However, its  
8 less formal. All testimony will be given  
9 under oath, and anyone testifying before the  
10 Planning Board may be subject to cross  
11 examination. All documents and exhibits that  
12 the Planning Board considers will be entered  
13 into evidence and made a part of the record.  
14 Opinion testimony will be limited to experts  
15 and closing arguments will be limited to the  
16 evidence in the record.

17 Before making our decision, the  
18 Planning Board will consider the relevant  
19 testimony, the exhibits entered into evidence  
20 and the applicable law. Each individual that  
21 wishes to address the Planning Board must  
22 complete a speaker request form and submit it  
23 to one of our staff members. Forms are  
24 located in the back of the chambers. You'll  
25 not be allowed to speak until we have

1 we will go into our first rezoning hearing,  
2 and then we are going to temporarily recess  
3 the quasi-judicial proceedings so that we can  
4 attend to a small -- excuse me, a large scale  
5 amendment which is Item 5C on the agenda for  
6 the Planning Board. So we will recess  
7 briefly, address that matter because that has  
8 to be addressed before we can address the  
9 next rezoning case, and then we will come  
10 back into session for the rezonings.

11 So with that, Staff, do we have proof  
12 of publication?

13 MS. MEADOR: Yes, we do. It was  
14 published on November 23rd.

15 CHAIRMAN BRISKE: Thank you. And does  
16 that publication meet all the legal  
17 requirements?

18 MS. MEADOR: Yes, sir.

19 CHAIRMAN BRISKE: Okay. Chair will  
20 entertain a motion to waive the reading.

21 BOARD MEMBER WOODWARD: So moved.

22 BOARD MEMBER GOODLOE: Second.

23 CHAIRMAN BRISKE: Motion and a second.  
24 All those in favor please say aye. Aye.  
25 Opposed. Motion carries.

1 received a completed form. Please also note  
2 that only those individuals who are  
3 present here today and give testimony on the  
4 record at this hearing before the Planning  
5 Board will be allowed to speak at subsequent  
6 hearingS before the Board of County  
7 Commissioners. No new evidence can be  
8 presented at the BCC meeting. Therefore, all  
9 testimony and evidence must be presented  
10 today.

11 The Planning Board will provide a  
12 recommendation for each rezoning request to  
13 the Board of County Commissioners. They will  
14 then review the testimony, documents and  
15 exhibits, consider the closing arguments and  
16 make a final decision. All decisions by the  
17 BCC are final. Anyone who wishes to seek  
18 judiciary review of the decision of the Board  
19 of County Commissioners must do so in a court  
20 of competent jurisdiction within 30 days of  
21 the date that the Board of County  
22 Commissioners either approves or rejects the  
23 recommended order of the Planning Board.

24 All written or oral communications  
25 outside of this hearing with members of the

1 Planning Board regarding any matters under  
2 considerations today are considered ex parte  
3 communications. Ex parte communications are  
4 presumed prejudicial under Florida law and  
5 must be disclosed as provided in the Board of  
6 County Commission Resolution 96-13.

7 As each case is heard, The Chair will  
8 ask that the Board Members who have been  
9 involved in any ex parte communication  
10 identify themselves and describe that  
11 communication.

12 As required by Section 2.0802D of the  
13 Land Development Code, the Planning Board's  
14 recommendation to the Board of County  
15 Commissioners shall include consideration of  
16 the six criteria:

17 A. Consistency With The Comprehensive  
18 Plan. Whether the proposed amendment is  
19 consistent with the comprehensive plan.

20 B. Consistency With The Code. Whether  
21 the proposed amendment is in conflict with  
22 any portion of the county's Land Development  
23 Code, and is consistent with the stated  
24 purpose and intent of that land development  
25 code.

1 C. Compatibility With Surrounding  
2 Uses. Whether and to the extent to which the  
3 proposed amendment is compatible with  
4 existing and proposed uses in the area of  
5 the subject property.

6 D. Changed Conditions. Whether and to  
7 the extent to which there are any changed  
8 conditions that impact the amendment or the  
9 properties.

10 E. Effect On The Natural Environment.  
11 Whether and to the extent to which the  
12 proposed amendment would result in  
13 significant adverse impacts on the natural  
14 environment.

15 And F. Development Patterns. Whether  
16 and to the extent to which the proposed  
17 amendment would result in logical and orderly  
18 development pattern.

19 At the beginning of each case, as long  
20 as there are no objections from the  
21 applicant, we will allow the staff to briefly  
22 present location and zoning maps as well as  
23 photography of the property. Then we will  
24 hear from the applicant and any witnesses  
25 that they made wish to call. Then we will

1 hear from the staff and any witnesses that  
2 they may wish to call. Finally we will hear  
3 from members of the public who have filed a  
4 speaker request form. Please note that we do  
5 limit the time that you have to speak to  
6 three minutes for speaking, and that members  
7 of the public can only speak on the six  
8 criteria. We don't accept general support or  
9 opposition as long as its in one of these  
10 criteria.

11 At this time I will ask our court  
12 reporter to swear in the members of the Staff  
13 that will be testifying today in these cases.  
14 So anyone who is going to be testifying for  
15 the county, please raise your right hand and  
16 be sworn in.

17 **JUAN LEMO, KAYLA MEADOR,**  
18 **ALLYSON CARTER, HORACE JONES,**  
19 being duly sworn by the Court Reporter,  
20 responded in the affirmative and testified  
21 as follows:

22 **CHAIRMAN BRISKE:** Okay. Board Members,  
23 you have previously been provided with  
24 resumes and backgrounds on these staff  
25 members to qualify them to be experts in the

1 area of land use and planning. Do any Board  
2 Members have questions regarding the  
3 qualifications of these Staff Members?

4 **BOARD MEMBER WOODWARD:** I move they be  
5 deemed expert in their area.

6 **CHAIRMAN BRISKE:** Thank you, sir. We  
7 have a motion. Do we have a second?

8 **BOARD MEMBER DAVIS:** Second.

9 **CHAIRMAN BRISKE:** All those in favor  
10 say aye. Aye. Opposed. Motion carries.

11 Okay. The rezoning hearing package for  
12 today has been with the Staff's findings of  
13 facts has previously been provided to the  
14 Board Members. The Chair will entertain a  
15 motion to accept that rezoning hearing  
16 package with the Staff's findings and the  
17 legal advertisement into evidence.

18 **BOARD MEMBER WOODWARD:** So moved.

19 **BOARD MEMBER TATE:** Second.

20 **CHAIRMAN BRISKE:** Motion and a second.  
21 All those in favor say aye. Aye. Opposed.  
22 Motion carries.

23 The rezoning package hearing with the  
24 Staff's findings and the legal advertisement  
25 will be marked and included in the record as

1 composite Exhibit A for all of today's cases.  
2 Its like we have four cases today.

3 The first rezoning request is Case  
4 Z-2012-28, which is a request for VAG-1,  
5 Village Agricultural District to ID-2  
6 Industrial General District. Neal Bjorklund  
7 Agent for Genesis Rail System will be the  
8 Applicant.

9 Members of The Board, I will now ask if  
10 there has been any ex parte communications  
11 between you and the applicant and the  
12 Applicant's agent, attorneys, witnesses with  
13 any fellow planning Board Members or anyone  
14 from the general public prior to this  
15 hearing. I will also ask if you have visited  
16 the subject property, and also disclose if  
17 you are a relative, business associate of the  
18 Applicant or the Applicant's agent, and we'll  
19 start down at the far end.

20 Ms. Stephanie Oram, good morning.

21 BOARD MEMBER ORAM: Good morning.

22 No to all.

23 CHAIRMAN BRISKE: Thank you.

24 BOARD MEMBER HIGHTOWER: No to all.

25 BOARD MEMBER GOODLOE: No to all.

1 This is the existing land use with vacant  
2 parcels. This is the aerial photography.  
3 And this is our public notice sign. This is  
4 looking more east --

5 MR. LEMO: West.

6 MS. CAIN: And if you do remember the  
7 other parcel that you are speaking of, Mr.  
8 Woodward, was a little bit to the west of  
9 this.

10 BOARD MEMBER WOODWARD: I think it was  
11 adjacent to the railroad.

12 MS. CAIN: Yes, but it was a little bit  
13 more west of this parcel. It was still a 9  
14 point something parcel, but it was a parcel  
15 but it was adjoining this one. This is  
16 looking south. This is looking southwest.  
17 This is our 500 radius map that we get from  
18 the property appraiser site. And this is the  
19 500 foot mailing list that we send out.  
20 And that concludes the maps.

21 CHAIRMAN BRISKE: Okay. Thank you,  
22 Allyson. A little housekeeping item here.  
23 Was notice of this hearing sent to all  
24 interested parties?

25 MS. CAIN: Yes, it was.

1 BOARD MEMBER WOODWARD: No to all.

2 CHAIRMAN BRISKE: Chairman, no to all.

3 VICE CHAIRMAN TATE: No to all.

4 BOARD MEMBER DAVIS: No to all.

5 BOARD MEMBER WINGATE: No contact.

6 CHAIRMAN BRISKE: Thank you. We will  
7 now ask, if there are no objections from Mr.  
8 Bjorklund, we will ask that the staff present  
9 the photography and the maps, please.

10 BOARD MEMBER WOODWARD: Mr. Chairman.

11 CHAIRMAN BRISKE: Yes, sir.

12 BOARD MEMBER WOODWARD: This particular  
13 area was presented to us before about six or  
14 eight months ago, so I think the record  
15 should reflect that we all have some  
16 familiarity with it from the matters that it  
17 was brought before us.

18 CHAIRMAN BRISKE: Yes, sir, well noted.  
19 Allyson.

20 MS. CAIN: This is Case Z-2012-28.  
21 This is a location in the wetlands map. This  
22 is the 500 foot radius map showing the VAG-1  
23 and the surrounding zonings of VAG-1 and the  
24 ID-2. This is the future land use map  
25 showing AG and the surrounding RC and I.

1 CHAIRMAN BRISKE: Okay. And was the  
2 notice of the hearing also posted on the site  
3 of the property?

4 MS. CAIN: Yes, it was.

5 CHAIRMAN BRISKE: Okay. Thank you.  
6 Mr. Bjorklund, we will have you come up,  
7 please, sir, and please be sworn in.

8 **NEAL BJORKLUND,**

9 being duly sworn by the Court Reporter,  
10 testified as follows:

11 MR. BJORKLUND: I do.

12 CHAIRMAN BRISKE: Good morning. Please  
13 state your name and your address for the  
14 record.

15 MR. BJORKLUND: Hello. My name is Neal  
16 Bjorklund, and my address is 6209 Pine  
17 Blossom Road, Milton, Florida.

18 CHAIRMAN BRISKE: Thank you. Sir, have  
19 you been provided a copy of the Staff's  
20 findings of facts and the rezoning hearing  
21 package?

22 MR. BJORKLUND: Yes, I have.

23 CHAIRMAN BRISKE: Do you understand  
24 that you have the burden of providing  
25 substantial competent evidence that the



1 proposed rezoning is consistent with the comp  
2 plan, furthers the goals, objectives,  
3 policies of that plan and is not in conflict  
4 with any portion of the Land Development Code

5 MR. BJORKLUND: Yes.

6 CHAIRMAN BRISKE: All right, sir.

7 Please proceed.

8 MR. BJORKLUND: Basically the second  
9 roughly just shy of 10 acres -- 9 something  
10 point odd acres is basically where we located  
11 our storm water retention pond that's for the  
12 site where we built a secondary containment  
13 for the tank and the firewall and the station  
14 piping. The rest of that property is just  
15 maybe for a little bit of soil storage for  
16 the construction site. But that's basically  
17 it.

18 CHAIRMAN BRISKE: Okay. Do you agree  
19 with the Staff's findings of facts and notice  
20 package?

21 MR. BJORKLUND: Yes, I do.

22 CHAIRMAN BRISKE: You're accepting  
23 those findings of facts?

24 MR. BJORKLUND: Yes.

25 CHAIRMAN BRISKE: As your presentation?

1 want to have him come and speak to it. But  
2 its typically uncommon for the project  
3 specific details to be brought out.

4 MR. BJORKLUND: Sure.

5 BOARD MEMBER WOODWARD: Mr. Chairman,  
6 has anybody given us a pink slip in  
7 opposition?

8 CHAIRMAN BRISKE: We have a speaker  
9 signed up to speak, so I'm not sure if that  
10 gentleman is going to be in opposition or  
11 not. So I will leave it up to you. There  
12 may be questions that come up that you may  
13 want to present him for.

14 MR. BJORKLUND: Currently the property  
15 right now is to support the adjacent property  
16 next to it for the operations of a rail  
17 unloading into a storage tank. Right now it  
18 contains the storm water retention pond for  
19 the runoff, for rain runoff and retention of  
20 the property. It will possibly be used for  
21 future tank construction, but it will only be  
22 exactly under the same guidelines of the  
23 first tannic of property or 9.98.

24 CHAIRMAN BRISKE: Okay.

25 MR. BJORKLUND: Its consistent for

1 MR. BJORKLUND: Yes.

2 CHAIRMAN BRISKE: Okay, sir. Do you  
3 have any witnesses that you wish to call? I  
4 notice you have the engineer here as well  
5 with you. Do you want to call him or is he  
6 here just in case?

7 MR. BJORKLUND: He's here just in case.  
8 It would be good for him to explain the  
9 retention pond and what its used for, its use  
10 at that location.

11 CHAIRMAN BRISKE: Okay.

12 MR. TATE: Before we get too deep into  
13 those details, its not really a zoning issue.

14 CHAIRMAN BRISKE: This is true. What  
15 the Board is charged with is we have to make  
16 a decision based on the six criteria up  
17 there, as you know you have been here before.

18 MR. BJORKLUND: Yes.

19 CHAIRMAN BRISKE: Project specific  
20 items we don't really consider, because  
21 hypothetically we could or if its granted to  
22 you, you could put anything on there that  
23 could go in that zoning district. So I think  
24 we're all pretty familiar with what this is.  
25 You know, we certainly can't deny you if you

1 exactly like it was intended the first half.

2 CHAIRMAN BRISKE: Okay. Any questions  
3 at this time, Board Members? We will give  
4 you an opportunity to give a closing  
5 statement as well, sir. All right. Thank  
6 you. Who will be presenting, Allyson?  
7 Okay. For each case just state your name and  
8 position so its on the record, please,  
9 Allyson.

10 MS. CAIN: Allyson Cain. Urban  
11 Planner. Again this is the zoning case  
12 2012-28, 6125 Arthur Brown Road going from  
13 VAG-1 to ID-2. For Criteria 1, consistent  
14 with the comp plan. Basically the findings  
15 we stated for it -- the proposed amendment to  
16 ID-2 was not consistent with the intents and  
17 purposes of the land use property. Because  
18 the proposed zoning change was not consistent  
19 with the current land use category of the ag.

20 However, the future land use category  
21 changed from ag to industrial was actually  
22 granted by the Board of County Commissioners  
23 this past Thursday at the meeting on --  
24 whatever the meeting was -- the 6th.

25 Criteria 2 for consistent with Land

1 Development Code. Basically we found that  
2 the proposed amendment is consistent with the  
3 Land Development Code compatibility with the  
4 surrounding uses. It is compatible with the  
5 adjacent uses in the area. The 500 foot  
6 impact area we did observe that the zoning  
7 districts were ID-2, VAG-1, VR-1 and VR-2.  
8 And there is an existing transfer station  
9 that is in operation adjacent to the subject  
10 parcel and there is also vacant farm land.

11 Criteria 4. Change Conditions. The  
12 adjacent parcel was granted a future land use  
13 change from agricultural to industrial, and  
14 the zoning from VAG-1 to VAG-2 by the Board  
15 of County Commissioners on May 17th, 2012.

16 Criteria 5. Effect on Natural  
17 Environment. The GIS map from Escambia County  
18 did not indicate any well head sites near the  
19 subject parcel. And there were no hydric soils  
20 indicated also to the subject parcel.

21 Criteria 6. The development patterns.  
22 The proposed amendment would result in a  
23 logical and orderly development pattern.  
24 The site is 9.69 plus or minus acres. Its  
25 adjacent to an existing industrial use, and

1 the proposed amendment would utilize the  
2 existing road and railroad which is a  
3 corridor for the development for the county.  
4 That's the end of the Staff's findings.

5 CHAIRMAN BRISKE: Okay. Board Members,  
6 any questions of Staff?

7 BOARD MEMBER DAVIS: I do. Allyson,  
8 the Criteria 1, does that mean that you  
9 changed its to consistency in this case?

10 MS. CAIN: Yes, ma'am. When we did the  
11 findings, they actually were not consistent  
12 because at the particular time the future  
13 land use was still agriculture. So we had to  
14 go on the premise it was not consistent  
15 because we didn't know what the outcome for  
16 the Board of County Commissioners decision  
17 would be, and because they had already been  
18 in the work. So here at the meeting I'm now  
19 changing and I'm saying they are now  
20 consistent with the conclusion from the Board  
21 of County Commissioners.

22 BOARD MEMBER DAVIS: Thank you.

23 CHAIRMAN BRISKE: Thank you. Any other  
24 questions? Mr. Bjorklund, do you have any  
25 questions for Staff at this time?

1 MR. BJORKLUND: No, I do not.

2 CHAIRMAN BRISKE: We do have someone  
3 signed up to speak. Members -- excuse me.  
4 Those members of the public that wish to  
5 speak on this matter, please note that the  
6 Planning Board base our decision on the  
7 criteria and exceptions described in that  
8 Section 2.0802D of the Land Development Code.

9 During our deliberations the Planning  
10 Board will not consider general statements of  
11 support or opposition. Accordingly please  
12 limit your testimony to criteria and  
13 exceptions described in Section 2.0802D.  
14 Please note that only those individuals who  
15 are here today can give testimony on the  
16 record at this hearing before the Planning  
17 Board will be allowed to speak at the  
18 subsequent hearing before the Board of County  
19 Commissioners.

20 Mr. Cliff Mowe?

21 MR. MOWE: I'm on the Navy Federal  
22 property, not on this case.

23 CHAIRMAN BRISKE: Okay. I'm sorry, it  
24 says 28 on your sheet that you turned in, so  
25 that's why I called you.

1 MR. MOWE: Sorry about that.

2 CHAIRMAN BRISKE: You are actually for  
3 No. 29, the next case?

4 MR. MOWE: Yeah.

5 CHAIRMAN BRISKE: All right. Is there  
6 anyone else from here from the general public  
7 that wishes to speak on this matter? All  
8 right. Hearing none, I will hereby close the  
9 public hearing forum. And Mr. Bjorklund, do  
10 you have any additional information to give  
11 to the Board?

12 MR. BJORKLUND: Nothing.

13 CHAIRMAN BRISKE: Pleasure of the  
14 Board?

15 BOARD MEMBER WOODWARD: I move it be  
16 accepted.

17 CHAIRMAN BRISKE: Okay. You're  
18 accepting the Staff's findings?

19 BOARD MEMBER WOODWARD: That's correct.

20 CHAIRMAN BRISKE: Okay. A motion to  
21 approve?

22 BOARD MEMBER TATE: Second.

23 CHAIRMAN BRISKE: We have a second.  
24 Any further discussion? All those in favor  
25 say aye. Aye. Opposed? All right. Motion

## 5. A.

### Planning Board-Rezoning

**Meeting Date:** 12/10/2012  
**CASE :** Z-2012-28  
**APPLICANT:** Neal Bjorklund, Agent for Genesis Rail System  
**ADDRESS:** 6125 Arthur Brown Rd  
**PROPERTY REF. NO.:** 11-4N-33-4100-000-000  
**FUTURE LAND USE:** AG, Agricultural  
**DISTRICT:** 5  
**OVERLAY DISTRICT:** NA  
**BCC MEETING DATE:** 01/03/2013

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#### **SUBMISSION DATA:**

#### **REQUESTED REZONING:**

**FROM: VAG-1, Village Agricultural District(5 du per 100 acres on one-acre parcels)**

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

#### **RELEVANT AUTHORITY:**

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

#### **CRITERION (1)**

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

Whether the proposed amendment is consistent with the Comprehensive Plan.

**Comprehensive Plan Policy (CPP) FLU 1.1.1 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 Agriculture (AG) Future Land Use (FLU) category is intended for routine agricultural and silvicultural related activities and very low density residential uses. Also allows for commercial activity limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services. Range of allowable uses include: Agriculture, Silviculture, Residential, Recreational, Public and Civic, Limited Ancillary or Supportive Commercial. The maximum residential density is one dwelling unit per twenty acres.

**CPP FLU 1.5.3 New Development and Redevelopment in Built Areas.** To promote the

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

## FINDINGS

The proposed amendment to ID-2 is **not consistent** with the intent and purpose of Future Land Use category AG as stated in **CPP FLU 1.1.1, CPP FLU 1.3.1 and CPP 1.5.3** because the proposed zoning change is not consistent with the current Future Land Use category of Agriculture(AG) which is intended for routine agricultural and silvicultural related activities and very low density residential uses, although the applicant is currently accessing the area by an access road as well as the existing rail line which is helping to promote efficient use of existing public roads, utilities and service infrastructure.

However, the applicant is applying for a Future Land Use change from AG to Industrial (I). If the FLU amendment is **granted**, the rezoning request **would be consistent** with this portion of the Comprehensive Plan and the Industrial Future Land Use category as well as with adjacent property.

## CRITERION (2)

### Consistent with The Land Development Code.

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

**LDC 6.05.01. AG Agricultural District, Low Density. A. Intent and purpose.** This district is intended to identify those areas used primarily for farming, and/or the raising of livestock, and silviculture. A primary purpose of this district is to provide for the continuation and expansion of viable agricultural activities within the county by providing for compatibility among permitted uses and by preserving open spaces through low district-wide residential densities. The maximum density is 1.5 acres per dwelling unit. Refer to Article 11 for uses, heights and densities allowed in AG - agricultural areas located in the Airport/Airfield Environs.

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

A. Intent and purpose. This district is intended to accommodate industrial uses which cannot satisfy the highest level of performance standards. It is designed to accommodate manufacturing, processing, fabrication, and other activities which can only comply with minimal performance standards. No residential development is permitted in this district, thereby insuring adequate area for industrial activities. Community facilities and trade establishments that provide needed services to industrial development also may be accommodated in this district.

All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in Article 7. Refer to Article 11 for uses allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

#### B Permitted Uses

1. Manufacturing or industrial uses permitted in the ID-1 light industrial district.
2. Asphalt plants.
3. Concrete plants.
4. Iron works.
5. Landfills.
6. Borrow pits and reclamation activities thereof (subject to local permit and development review

requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, Article 7).

7. Paper mills.
8. Refineries.
9. Rendering plants and slaughter houses.
10. Steel mills.
11. Solid waste transfer stations, collection points, and/or processing facilities.
12. Public utility and service structures.
13. Junkyards, salvage yards, and waste tire processing facilities.
14. Other uses similar to those listed herein. Recommendations on other permitted uses shall be made by the Planning Board (LPA) and based on an application for such other use. Final determination shall be made by the BCC upon receipt of the Planning Board's (LPA's) recommendation.

**LDC 7.20.07. Industrial Locational Criteria (ID-CP, ID-1, ID-2). New industrial development must meet the following locational criteria:**

1. Industrial uses shall be located so that the negative impacts of industrial land uses on the functions of natural systems shall, as a first priority, be avoided. When impacts are unavoidable, those impacts shall be minimized.
2. Sites for industrial development shall be accessible to essential public and private facilities and services at the levels of service adopted in the Comprehensive Plan.
3. New industrial uses in the MU-1, AA-13, and AA-15 categories may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories. Industrial and MU-6 categories allow all types of industrial uses.
4. Sites for industrial uses shall be located with convenient access to the labor supply, raw material sources and market areas.
5. New industrial uses shall be located on parcels of land large enough to adequately support the type of industrial development proposed and minimize any adverse impacts upon surrounding properties. Compatibility of land uses shall be ensured consistent with Comprehensive Plan Policy 7.A.3.8.(FLU1.1.9)
6. These industrial locational criteria apply to those future land use categories where industrial development is permitted and does not provide or permit industrial land uses in those categories that do not provide for such uses.

## **FINDINGS**

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code as stated in **LDC Section 6.00.03.A General legislative intent of industrial districts**. To provide sufficient space in appropriate locations to meet the needs of the area's economic and employment base, and the expansion thereof, and for all types of distributive, assembly, production and other industrial and related activities.

### **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 adjacent uses in the area. Within the 500' radius

impact area, staff observed properties with zoning districts ID-2,VAG-1,VR-1 and VR-2. There is an existing oil transfer station adjacent to the subject parcel and vacant farm land. The proposed amendmend would allow for the same type uses that are existing on the adjacent parcel.

#### **CRITERION (4)**

##### **Changed conditions.**

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

#### **FINDINGS**

The adjacent parcel was granted a Future Land Use change from Agriculture to Industrial and a rezoning from VAG-1 to ID-2 by the Board of County Commissioners on May 17, 2012.

The applicant is currently applying for a small scale amendment to change the Future Land Use designation from Agricultural to Industrial. Staff found no other 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**

The Escambia County GIS maps **did not** indicate any wellhead sites near the subject parcel. 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 done to determine if there would be any significant adverse impact on the natural environment.

#### **CRITERION (6)**

##### **Development patterns.**

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

#### **FINDINGS**

The proposed amendment **would** result in a logical and orderly development pattern. The site is a 9.69(+/-) acre parcel, adjacent to an existing Industrial use. The proposed amendment will utilize the existing road and railroad, which is a corridor for economic development within the county.

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### **Attachments**

Z-2012-28

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1 carries.

2 All right, sir. You will go in front

3 of the Board of County Commissioners for

4 their final decision. That its been

5 recommended for approval here. All right.

6 MR. BJORKLUND: Thank you.

7 CHAIRMAN BRISKE: Okay. Our next case

8 is the case where we have to actually put our

9 quasi-judicial hearing in a brief recess

10 while we address some matters on the regular

11 Planning Board. So we will hereby go into

12 recess for just a few moments.

13 (Proceedings were had off the record.)

14 CHAIRMAN BRISKE: All right. Please

15 take your seats. All right. I hereby call

16 back to order the quasi-judicial hearing for

17 our rezonings for December 10, 2012. We are

18 now back in session and back on the record.

19 Our next case is Case Z-2012-29 and

20 this is Michael Langston, Professional

21 Engineer, will be the agent for Navy Federal

22 Credit Union requesting from an ag zoning to

23 ID-CP commercial district, commercial park

24 district -- excuse me.

25 Members of The Board, has there been

1 any ex parte communication between you the

2 applicant, agents, attorneys, witnesses,

3 fellow Planning Board members or anyone from

4 the general public prior to this hearing?

5 I'll also ask if you visited the subject

6 property, disclose if you're a relative,

7 business associate of the applicant or any of

8 the agents. And we'll start down with Ms.

9 Oram.

10 BOARD MEMBER ORAM: No to all.

11 CHAIRMAN BRISKE: Thank you.

12 BOARD MEMBER HIGHTOWER: Nothing other

13 than what we have already heard today.

14 CHAIRMAN BRISKE: Thank you.

15 BOARD MEMBER GOODLOE: No, but I would

16 like to disclose that I'm a member of Navy

17 Federal Credit Union.

18 CHAIRMAN BRISKE: Okay. Mr. West, is

19 there any difficulties with that?

20 MR. WEST: No, I don't believe so. I

21 don't think just because of the thousands of

22 members I think here. Any benefit to you

23 arising out of this would be so minimal as to

24 not give rise to any conflicts.

25 BOARD MEMBER ORAM: I am also a member.

1 BOARD MEMBER GOODLOE: I think also,

2 Mr. West, that number is millions of members.

3 MR. WEST: I don't doubt it.

4 BOARD MEMBER GOODLOE: I would have to

5 say no. I think they wouldn't

6 let me in.

7 CHAIRMAN BRISKE: Chairman, no to all.

8 BOARD MEMBER TATE: I'm familiar with

9 the site. I have been there and I am a

10 member of NFCU.

11 BOARD MEMBER DAVIS: I'm familiar with

12 the site. I went there recently to cash a

13 check, so I am a member.

14 BOARD MEMBER WINGATE: I'm familiar

15 with the site and I had toured the site and

16 drove by it a number of times and been on the

17 property a number of times.

18 CHAIRMAN BRISKE: Mr. Wingate, I did

19 have one question for you. While we were in

20 the Planning Board meeting you mentioned that

21 you had spoken to someone about the property

22 and the traffic out there. Was that anything

23 that we need to disclose on the record for

24 the quasi-judicial hearing here?

25 BOARD MEMBER WINGATE: No. It was just

1 a general conversation concerning a citizen

2 of the area.

3 CHAIRMAN BRISKE: Okay. I just wanted

4 to make sure it didn't have any influence

5 here.

6 BOARD MEMBER TATE: Mr. Chair, before

7 we get into this, I don't know if we have any

8 speakers left. If that's the case, can we

9 short circuit this?

10 BOARD MEMBER WOODWARD: I was going to

11 move we adopt the record from the previous

12 hearing, unless there is something different

13 from that record we go with that record and

14 move on.

15 CHAIRMAN BRISKE: Okay. Well, the

16 findings of facts for the rezoning are going

17 to be quite different than for the large

18 scale amendment that we did.

19 BOARD MEMBER WOODWARD: But the

20 underlying facts are going to be no

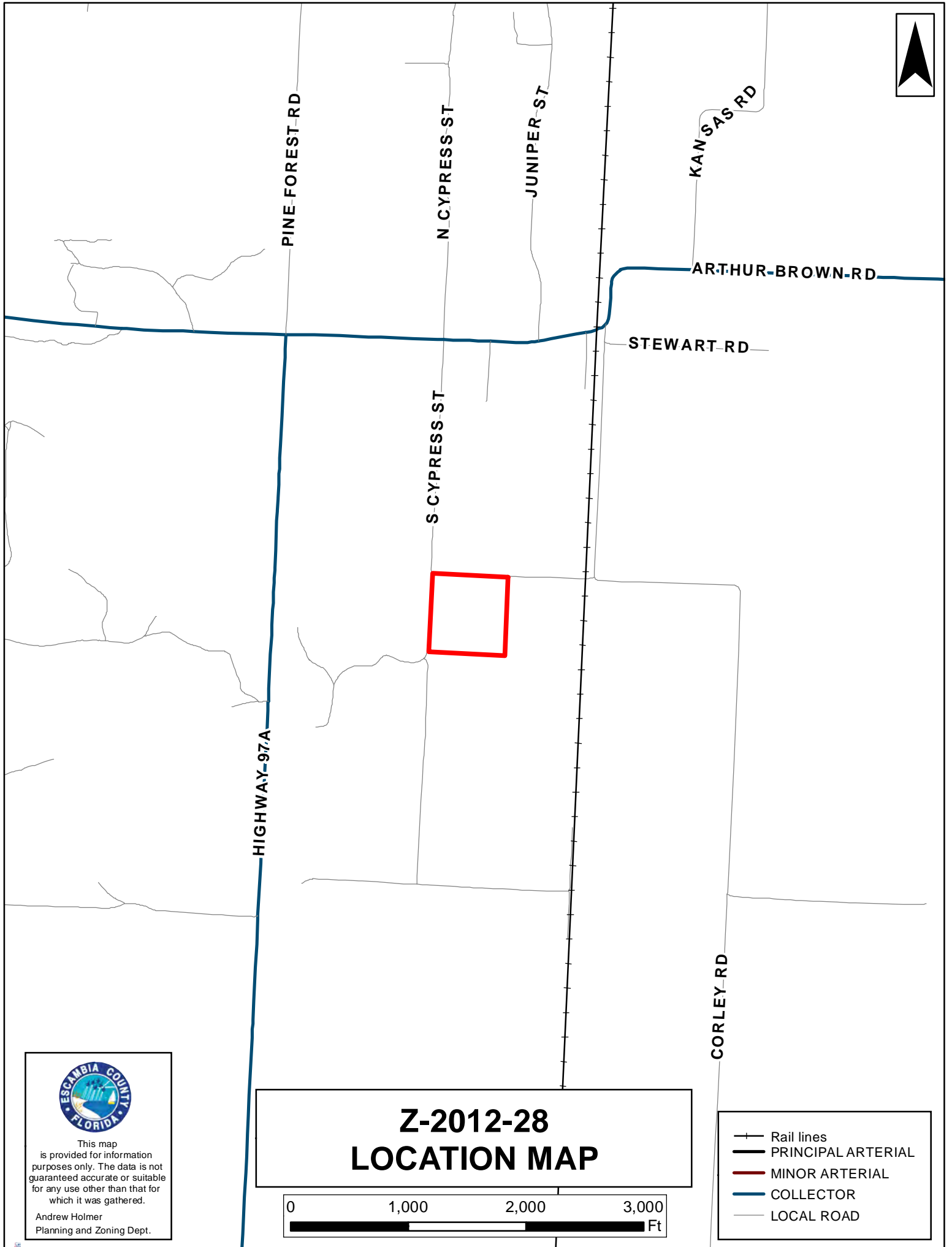
21 different. I understand there wouldn't be

22 any different facts from in the last ten

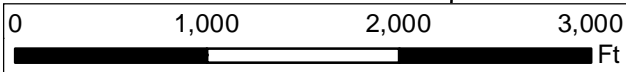
23 minutes. I would suggest that we go with the

24 recommendations that the Board makes and then


25 decide what we're going to do without having



**Z-2012-28  
LOCATION MAP**



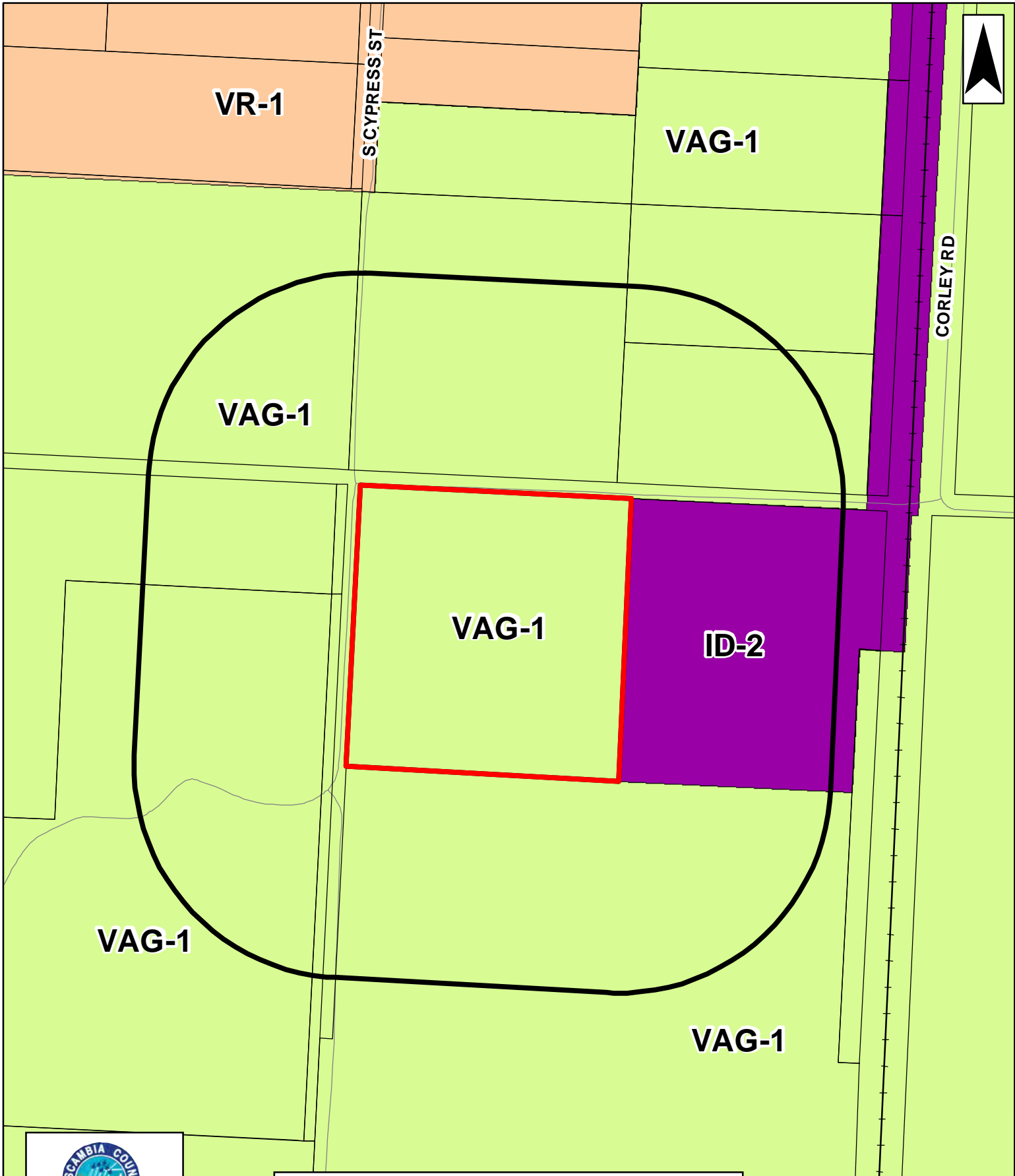

- Rail lines
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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

Andrew Holmer  
Planning and Zoning Dept.

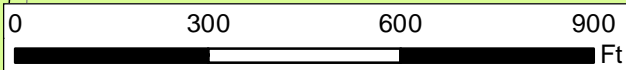











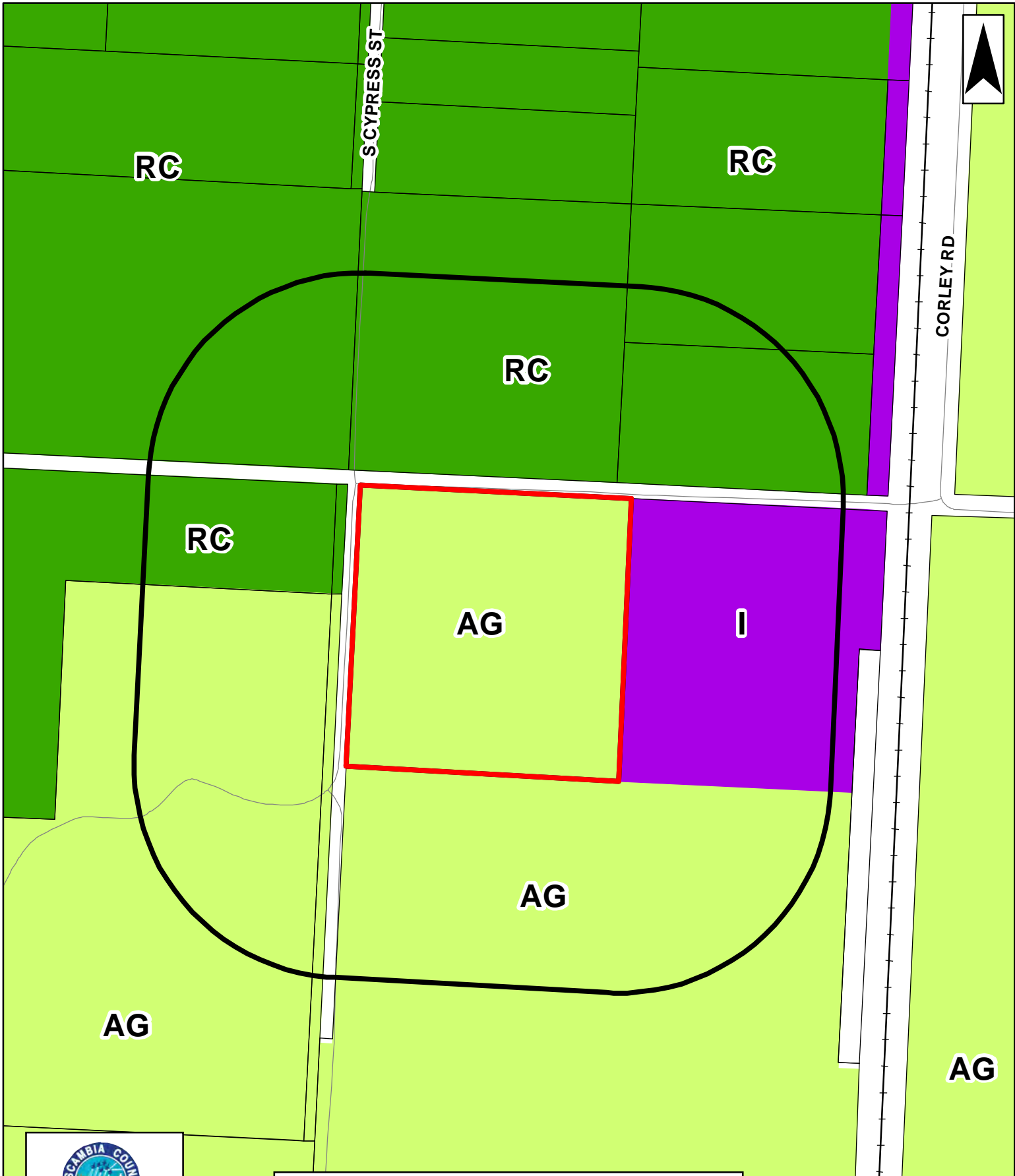
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.


Andrew Holmer  
Planning and Zoning Dept.

**Z-2012-28**  
**500' RADIUS ZONING**

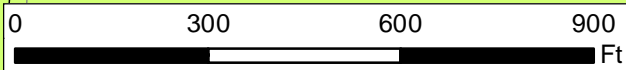








-  PARCELS
-  Rail lines
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD



  
 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-2012-28**  
**FUTURE LAND USE**



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



S CYPRESS ST

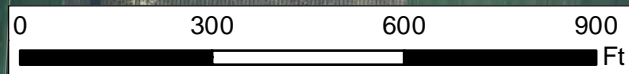
CORLEY RD



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-2012-28 AERIAL MAP



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

# Public Notice Sign





Looking northwest



Looking Southwest



October 22, 2012

Ms. Allyson Cain  
Planning Board Coordinator  
Escambia County Development Services 3363 West Park Place  
Pensacola, FL 32505

RE: Rezoning Request for Genesis Rail Services, LLC  
6125 Arthur Brown Road, Walnut Hill, Florida 32568

Dear Ms. Cain:

Genesis Rail Services, LLC requests rezoning of the parcel located at 6125 Arthur Brown Road, Walnut Hill, Florida from VAG-1 to ID-2. Currently, we do not have plans to develop the site further than a storm water retention pond to accommodate an adjacent parcel of land which is being used as a crude oil transfer station. The rezoning would allow for future development of the subject parcel to accommodate an additional oil storage tank.

The following items are attached for your review:

1. One copy of the letter of request with criteria analysis.
2. One copy of the complete application including the owner's information, property description, affidavit of ownership and authorization, and concurrency determination acknowledgment form.
3. One copy of the warranty deed as proof of ownership.
4. One street map depicting the general location of the subject parcel.
5. One copy of the boundary survey.
6. One copy of the proposed site plan.

Thank you for your assistance.

Sincerely,

  
Neal Bjorklund



# Development Services Department

Escambia County, Florida

## APPLICATION

**Please check application type:**

Conditional Use Request for: \_\_\_\_\_  
 Variance Request for: \_\_\_\_\_  
 Development Order Extension      X Rezoning Request from: VAG-1 to: ID-2

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

Owner(s) Name: Genesis Rail Services, LLC Phone: 713-860-2787

Address: 3652 Berryhill Road, Pace, FL 32571 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: 6125 Arthur Brown Road, Walnut Hill, FL 32568

Property Reference Number(s)/Legal Description: Section 11Township 4-North Range 33-West Parcel #114N33-4100-000-000

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 of Owner/Agent      Neal Bjorklund      10-23-12  
 Printed Name Owner/Agent      Date

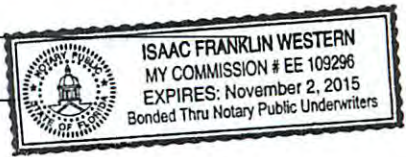
\_\_\_\_\_  
 Signature of Owner      Printed Name of Owner      Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of October 20 12,  
by Neal Bjorklund.

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

  
 Signature of Notary      Isaac Franklin Western  
 (notary seal must be affixed)      Printed Name of Notary



**FOR OFFICE USE ONLY**

CASE NUMBER: Z-2012-28  
 Meeting Date(s): PB-12/10/12 BCC 1/3/13 Accepted/Verified by: A Cain Date: 10/25/12  
 Fees Paid: \$1,050.00 Receipt #: \_\_\_\_\_ Permit #: PR212/000028





CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): Section 11 Township 4-North Range 33-West Parcel #114N33-4100-000-000

Property Address: 6125 Arthur Brown Road, Walnut Hill, FL 32568

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.
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 23rd DAY OF October, YEAR OF 2012.

Signature of Property Owner (handwritten signature)

Neal Bjorklund
Printed Name of Property Owner

10-23-12
Date

Signature of Property Owner

Printed Name of Property Owner

Date



APPLICATION  
ATTACHMENTS CHECKLIST

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

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

Please make the following three appointments with the Coordinator.

Appointment for pre-application meeting: \_\_\_\_\_

Appointment to turn in application: 10:00 AM 10-25-12

Appointment to receive findings-of-fact: \_\_\_\_\_

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

Revised 3-22-11

Property Reference #11-4N-33-4100-000-000

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;** Application has been made for a small scale amendment to the Comprehensive Plan to allow a change of the FLU designation from AG-1 to Industrial. The proposed rezoning is from VAG-1 to ID-2. The ID-2 zoning is allowable for future land use assuming the small scale amendment is approved. In addition, the adjacent parcel future land use has been amended for future Industrial use and has been rezoned to ID-2. The adjacent parcel is located next to the Alabama Gulf Coast Railway which has been used for years for industrial logistics purposes and as an economic development corridor. Parcels to the North and South are used for heavy, mechanized agriculture purposes which are of similar industrial character. According to the Comprehensive Plan Policy – Future Land use Categories, the low density residential uses allow for commercial activity. According to the Comprehensive Plan Policy - New Development and Redevelopment in Built Areas : The project will positively impact the efficient use of existing service infrastructure based on current upgrades to utility services and the fact the project will bring economic benefit to underutilized property also presents a viable case for the rezoning.

In addition, the Owner's current development, which is adjacent to the subject parcel required the Owner to improve existing services to the area which has benefited all of the residents of Walnut Hill, and the Owner has done so at their own expense. Although no development is currently planned for the subject parcel, the proposed future activity will compliment the surrounding land use.

**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;** The intent of the Land Development Code {LDC} is to "provide orderly growth management rules and regulations". The proposed zoning change of the property from VAG-1 to 1D-2 and would meet the intent of the Industrial District defined in the LDC 6.05.19 section: In addition, the adjacent parcel to the East is zoned ID-2.

**A. Agriculture District Intent and Purpose.** The district is intended to identify those areas used primarily for farming, and/or the raising of livestock, and silviculture. A primary purpose of this district is to provide for the continuations and expansion of viable agricultural activities with the county by providing for compatibility among permitted uses and by preserving open spaces through low district-wide residential densities. The maximum density is 1.5 acres per dwelling unit.

The proposed rezoning will not impact residential densities or open spaces. The current development for the parcel includes a storm water retention pond for the adjacent industrial property. Future development may include an oil storage tank. Mechanized farming is present on the neighboring parcels and has not been disrupted with the current development but more so improved by the parcel owner improving existing infrastructure and access to the adjoining land.

**A. General Industrial. Intent and Purpose.** This district is intended to accommodate industrial uses which cannot satisfy the highest level of performance standards. It is designed to accommodate manufacturing, processing, fabrication, and other activities which can only comply with minimal performance standards. No residential development is permitted in this district, thereby insuring adequate area for industrial activities. Community facilities and trade establishments that provide needed services to industrial development also may be accommodated in this district. All industrial development, redevelopment or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in article 7. Refer to Article 11 for uses allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

The presence of mechanized farming and the existing railroad lends a degree of industrial character to the subject property. Although no current development is planned for the site, rezoning to ID-2 will allow for future expansion of the existing development which equates to improved services, infrastructure and economic environment. At such time as development need is indicated, the plan will be subject to rigorous review through the DRC process as well. The rezoning request is consistent with the current adjacent parcel land use and is not in conflict with the stated purpose and Intent of the LDC.

**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); The proposed site location is at the crossing point of Genesis' existing 16-inch crude oil transport pipeline that runs from Jay, Florida west into Alabama and the existing rail line that runs north-south along the eastern boundary of the adjacent property. The activities on the existing adjacent site do not involve manufacturing or refining processes, simply the transference of oil from the rail cars into the existing pipeline and further to an oil storage tank. Rezoning of the subject parcel allows for future expansion of the same activity. Additionally, the parcel is adjoined by mechanized agricultural usage and the railroad right-of-way, indicating that industrial logistics use and economic development along the rail line was planned at some previous time.

**d. Changed conditions.** Whether and the extent to which there are any changed conditions that impact the amendment or property(s); The adjacent property to the East is currently zoned ID-2. In addition, a Small Scale Amendment has been proposed for the subject parcel, and not yet heard for consideration at time of this application.

**e. Effect on natural environment.** Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment; There are no environmentally sensitive areas on the site and the location is several thousand

feet outside of the closest wellhead protection area. The current proposed development of the parcel would allow for a storm water retention pond and possible future development would be an oil containment structure. At such time as development is indicated, any and all environmental concerns will be addressed including approval by the Florida Department of Environment Protection.

**f. Development patterns. Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern;** The subject parcel is adjacent to a current development zoned ID-2 to the east. The subject parcel will include a storm water retention pond necessary for the adjacent parcel. If rezoning is approved, an orderly, logical pattern will exist beginning at the rail line infrastructure to the parcel zoned ID-2 and will continue West to the subject parcel. To the North and South, The site is adjacent to heavy, mechanized farming and makes use of the existing railroad as a corridor for economic development. The subject parcel owner has gone to great lengths on the adjacent parcel to provide low-impact development including state-of-the-art low-impact LED lighting, state of the art pumps to reduce noise impact and is committed to the same standards on the subject parcel should such future development be indicated. It is the applicant's contention that the development of the parcel in the proposed manner will not negatively impact the development patterns.

18.50  
1,400.00  
1,418.50

Prepared by and return to:  
Emerald Coast Title, Inc.  
811 N. Spring Street  
Pensacola, FL 32501  
850-434-3223  
File Number: 12-7902  
Will Call No.: 12-8339

[Space Above This Line For Recording Date]

### Warranty Deed

This Warranty Deed made this 16th day of July, 2012 between Galen Schmidt and Rosalie Schmidt, husband and wife, as to a one half interest whose post office address is 1120 Highway 97A, Walnut Hill, FL 32568, grantor, and Geneals Rail Services Inc. whose post office address is 919 Milam Street, Suite 2100, Houston, TX 77002, grantee:

(Whenever used herein the terms "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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida to-wit:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 33 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO NORTH 87 DEGREES 18 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, FOR A DISTANCE OF 61.47 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE ALABAMA AND GULF COAST RAILWAY, FOR THE POINT OF BEGINNING; THENCE GO SOUTH 02 DEGREES 41 MINUTES 06 SECONDS WEST ALONG THE WEST RIGHT-OF-WAY LINE OF THE ALABAMA AND GULF COAST RAILWAY, FOR A DISTANCE OF 330.00 FEET; THENCE DEPARTING THE WEST RIGHT-OF-WAY LINE OF THE ALABAMA AND GULF COAST RAILWAY GO NORTH 87 DEGREES 18 MINUTES 02 SECONDS WEST, FOR A DISTANCE OF 37.08 FEET; THENCE GO SOUTH 02 DEGREES 25 MINUTES 59 SECONDS WEST PARALLEL TO THE EAST LINE OF SAID SECTION 11, FOR A DISTANCE OF 331.90 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE GO NORTH 87 DEGREES 23 MINUTES 13 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, FOR A DISTANCE OF 1191.00 FEET TO THE EAST LINE OF CYPRESS STREET; THENCE GO NORTH 02 DEGREES 25 MINUTES 59 SECONDS EAST ALONG THE EAST LINE OF SAID CYPRESS STREET, FOR A DISTANCE OF 663.70 FEET TO THE AFORESAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11; THENCE DEPARTING THE EAST LINE OF SAID CYPRESS STREET GO SOUTH 87 DEGREES 18 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 11, FOR A DISTANCE OF 1229.53 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 11, TOWNSHIP 4 NORTH, RANGE 33 WEST, ESCAMBIA COUNTY, FLORIDA.

Parcel Identification Number: 114N33-4100-000-000

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, 2011.

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:

Candice L. Scales  
Witness Name: Candice L. Scales

Galen Schmidt  
Galen Schmidt

Meghan Hopkins  
Witness Name: Meghan Hopkins

Rosalie Schmidt  
Rosalie Schmidt

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of July, 2012 by Galen Schmidt and Rosalie Schmidt, who  are personally known to me  have produced a driver's license as identification.

[Notary Seal]



Candice L. Scales  
Notary Public

Printed Name: Candice L. Scales

My Commission Expires: October 25, 2012

### Abutting Roadway Maintenance

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

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

Name of Roadway: 850 Highway 97-A, Walnut Hill, FL 32568

THE COUNTY (X) HAS ACCEPTED ( ) HAS NOT ACCEPTED THE ABUTTING ROADWAY FOR MAINTENANCE.

If not, it will be the responsibility of \_\_\_\_\_ to maintain, repair and improve the road.

This form completed by:

Michael D. Tidwell, Attorney  
811 North Spring Street  
Pensacola, Florida 32501

\_\_\_\_\_  
Galen Schmidt 07/18/2012  
\_\_\_\_\_  
Rosalie Schmidt 07/16/2012

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of July, 2012 by Galen Schmidt and Rosalie Schmidt, husband and wife, as to a one half interest who are personally known to me or have produced a driver's license as identification.

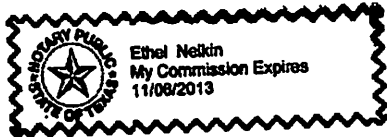
\_\_\_\_\_  
Notary Public

✓ Robert V. Deere 07/16/2012  
Robert V. Deere, Chief Financial Officer of Genesis  
Rail Services, LLC

STATE OF Texas  
COUNTY OF Harris

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2012 by Robert V. Deere, Chief Financial Officer of Genesis Rail Services Inc. who are personally known to me or has produced a driver's license as identification.

✓ Ethel Nelkin  
Notary Public



**DESCRIPTION: (AS PREPARED BY MERRILL PARKER SHAW, INC.)**

**WEST TRACT**

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP-4-NORTH, RANGE-33-WEST, ESCAMBIA COUNTY, FLORIDA. THENCE GO NORTH 87 DEGREES 18 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, FOR A DISTANCE OF 61.47 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE ALABAMA AND GULF COAST RAILWAY; THENCE CONTINUE NORTH 87 DEGREES 18 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, FOR A DISTANCE OF 593.09 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, GO SOUTH 02 DEGREES 25 MINUTES 59 SECONDS WEST, FOR A DISTANCE OF 662.74 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE GO NORTH 87 DEGREES 23 MINUTES 13 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, FOR A DISTANCE OF 636.44 TO THE EAST LINE OF CYPRESS STREET; THENCE GO NORTH 02 DEGREES 25 MINUTES 59 SECONDS EAST ALONG THE EAST LINE OF SAID CYPRESS STREET, FOR A DISTANCE OF 663.70 FEET TO THE AFORESAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11; THENCE DEPARTING THE EAST LINE OF SAID CYPRESS STREET GO SOUTH 87 DEGREES 18 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 11, FOR A DISTANCE OF 636.44 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBE PARCEL IS SITUATED IN SECTION 11, TOWNSHIP-4-NORTH, RANGE-33-WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 9.69 ACRES.

*E. Wayne Parker* 9/19/2012

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174  
STATE OF FLORIDA

NOT VALID WITHOUT  
ORIGINAL RAISED SEAL  
OF FLORIDA REGISTERED  
LAND SURVEYOR



MERRILL PARKER SHAW, INC.  
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

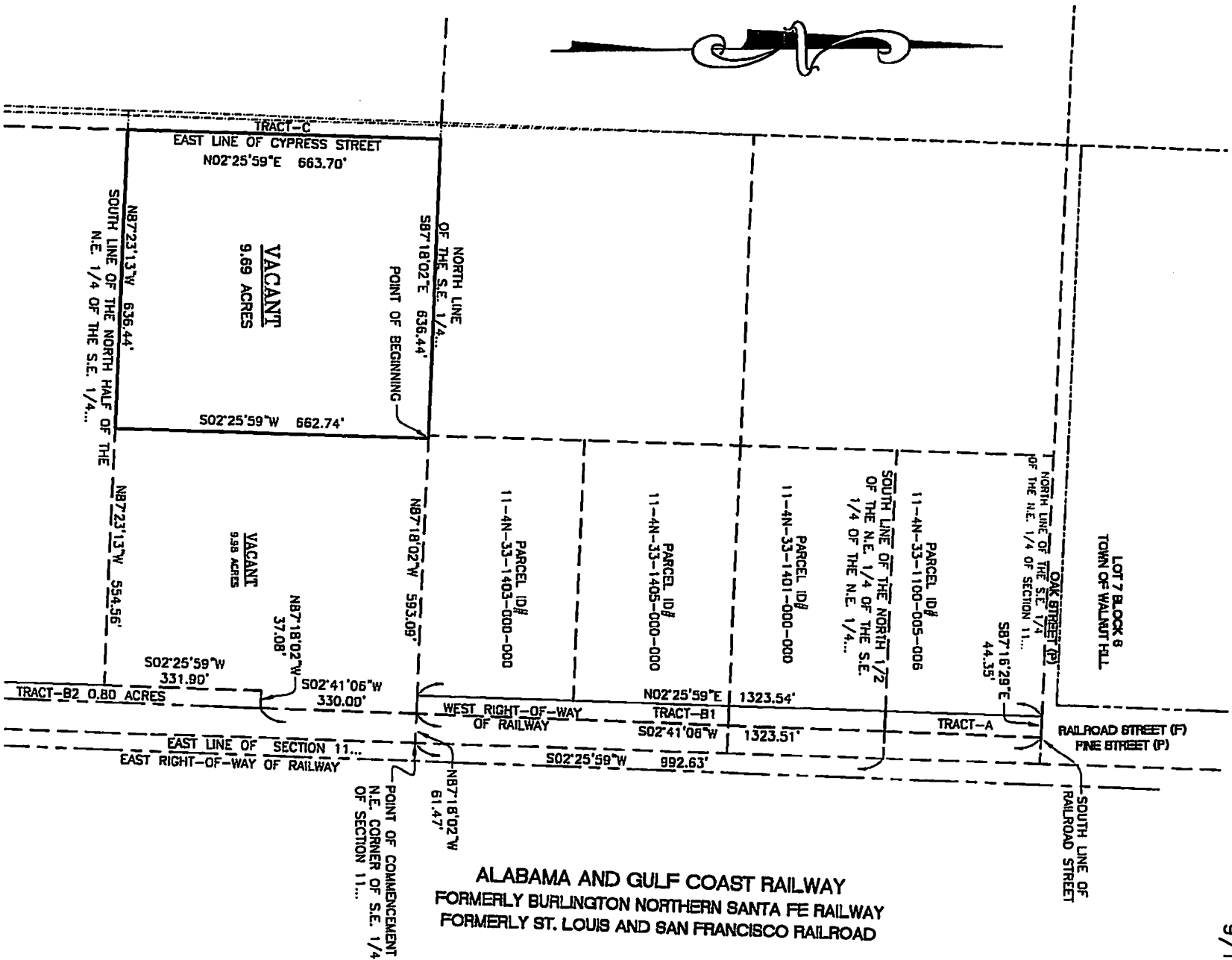
4928 N. Davis Highway  
Pensacola, Florida 32503

Phone: (850) 478-4923  
Fax: (850) 478-4924

DESCRIPTION/DESCRIPTION DRAWING  
WEST TRACT



9/19/12



PAGE 2 OF 2  
SCALE 1" = 300'



MERRILL PARKER SHAW, INC.  
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING  
4828 N. Davis Highway  
Pensacola, Florida 32503  
Phone: (850) 478-4923  
Fax: (850) 478-4924

DESCRIPTION/DESCRIPTION DRAWING  
WEST TRACT



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: 12/10

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2012-28

OR

Agenda Item Number/Description:

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

\*Name: Doug Bailey - Engineer for Genesis

\*Address: 104 Fernhill Circle \*City, State, Zip: Dothan AL

Email Address: dobehrmengineers.com Phone: 251-751-1691

Please indicate if you:

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

All items with an asterisk \* are required.

\*\*\*\*\*

Chamber Rules

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



BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board  
Public Hearing  
Speaker Request Form

Please Print Clearly

Meeting Date: 12/10/12

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2012-28 OR

Agenda Item Number/Description:

In Favor  Against

\*Name: Neal Bjorklund

\*Address: 6209 Pine Blossom \*City, State, Zip: Milton FL 32570

Email Address: Neal.Bjorklund@genlp.com Phone: 251-513-3215

Please indicate if you:

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

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

All items with an asterisk \* are required.

Chamber Rules

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# Z-2012-29

1 carries.

2 All right, sir. You will go in front  
3 of the Board of County Commissioners for  
4 their final decision. That its been  
5 recommended for approval here. All right.

6 MR. BJORKLUND: Thank you.

7 CHAIRMAN BRISKE: Okay. Our next case  
8 is the case where we have to actually put our  
9 quasi-judicial hearing in a brief recess  
10 while we address some matters on the regular  
11 Planning Board. So we will hereby go into  
12 recess for just a few moments.

13 (Proceedings were had off the record.)

14 CHAIRMAN BRISKE: All right. Please  
15 take your seats. All right. I hereby call  
16 back to order the quasi-judicial hearing for  
17 our rezonings for December 10, 2012. We are  
18 now back in session and back on the record.

19 Our next case is Case **Z-2012-29** and  
20 this is Michael Langston, Professional  
21 Engineer, will be the agent for Navy Federal  
22 Credit Union requesting from an ag zoning to  
23 ID-CP commercial district, commercial park  
24 district -- excuse me.

25 Members of The Board, has there been

1 BOARD MEMBER GOODLOE: I think also,  
2 Mr. West, that number is millions of members.

3 MR. WEST: I don't doubt it.

4 BOARD MEMBER WOODWARD: I would have to  
5 say no. I tried to get in and they wouldn't  
6 let me in.

7 CHAIRMAN BRISKE: Chairman, no to all.

8 BOARD MEMBER TATE: I'm familiar with  
9 the site. I have been there and I am a  
10 member of NFCU.

11 BOARD MEMBER DAVIS: I'm familiar with  
12 the site. I went there recently to cash a  
13 check, so I am a member.

14 BOARD MEMBER WINGATE: I'm familiar  
15 with the site and I had toured the site and  
16 drove by it a number of times and been on the  
17 property a number of times.

18 CHAIRMAN BRISKE: Mr. Wingate, I did  
19 have one question for you. While we were in  
20 the Planning Board meeting you mentioned that  
21 you had spoken to someone about the property  
22 and the traffic out there. Was that anything  
23 that we need to disclose on the record for  
24 the quasi-judicial hearing here?

25 BOARD MEMBER WINGATE: No. It was just

1 any ex parte communication between you the  
2 applicant, agents, attorneys, witnesses,  
3 fellow Planning Board members or anyone from  
4 the general public prior to this hearing?  
5 I'll also ask if you visited the subject  
6 property, disclose if you're a relative,  
7 business associate of the applicant or any of  
8 the agents. And we'll start down with Ms.  
9 Oram.

10 BOARD MEMBER ORAM: No to all.

11 CHAIRMAN BRISKE: Thank you.

12 BOARD MEMBER HIGHTOWER: Nothing other  
13 than what we have already heard today.

14 CHAIRMAN BRISKE: Thank you.

15 BOARD MEMBER GOODLOE: No, but I would  
16 like to disclose that I'm a member of Navy  
17 Federal Credit Union.

18 CHAIRMAN BRISKE: Okay. Mr. West, is  
19 there any difficulties with that?

20 MR. WEST: No, I don't believe so. I  
21 don't think just because of the thousands of  
22 members I think here. Any benefit to you  
23 arising out of this would be so minimal as to  
24 not give rise to any conflicts.

25 BOARD MEMBER ORAM: I am also a member.

1 a general conversation concerning a citizen  
2 of the area.

3 CHAIRMAN BRISKE: Okay. I just wanted  
4 to make sure it didn't have any influence  
5 here.

6 BOARD MEMBER TATE: Mr. Chair, before  
7 we get into this, I don't know if we have any  
8 speakers left. If that's the case, can we  
9 short circuit this?

10 BOARD MEMBER WOODWARD: I was going to  
11 move we adopt the record from the previous  
12 hearing, unless there is something different  
13 from that record we go with that record and  
14 move on.

15 CHAIRMAN BRISKE: Okay. Well, the  
16 findings of facts for the rezoning are going  
17 to be quite different than for the large  
18 scale amendment that we did.

19 BOARD MEMBER WOODWARD: But the  
20 underlying facts are going to be no  
21 different. I understand there wouldn't be  
22 any different facts from in the last ten  
23 minutes. I would suggest that we go with the  
24 recommendations that the Board makes and then  
25 decide what we're going to do without having

1 to rehash all the facts.  
2 CHAIRMAN BRISKE: Right. We would  
3 accept -- if we did that, we would have to  
4 accept the Staff's findings as they are for  
5 this rezoning here, so just to make everyone  
6 clear on that. Is that a motion, Mr.  
7 Woodward?

8 BOARD MEMBER WOODWARD: It certainly  
9 is.

10 CHAIRMAN BRISKE: Okay. I have a  
11 motion to accept the County's Staff's  
12 findings of facts as long as there is no  
13 opposition from the applicant.

14 BOARD MEMBER TATE: Can I amend the  
15 motion or I guess the motion on the table?  
16 Just to clarify that, based on our previous  
17 actions and obviously that we still have to  
18 have Board of County Commission approval  
19 consistent with the comprehensive plan, based  
20 on our actions today it would be consistent  
21 with the comprehensive plan and further  
22 consistent if BCC chose to also make that  
23 future land use change.

24 BOARD MEMBER WOODWARD: I will accept  
25 that as a substitute for my motion rather

1 Members of the Board, I will ask if  
2 there has been any ex parte communication  
3 between you, the applicant, agents,  
4 attorneys, witnesses, Planning Board members  
5 or anyone from the general public. I will  
6 ask you to disclose if you have visited the  
7 subject property and also disclose if you're  
8 a relative or business associate of the  
9 applicant or the applicant's agents. Ms.  
10 Oram? Oh, she stepped out.

11 BOARD MEMBER HIGHTOWER: No to all the  
12 above.

13 BOARD MEMBER GOODLOE: No to all.

14 BOARD MEMBER WOODWARD: No to all. I  
15 don't even know where Stone Boulevard is.

16 CHAIRMAN BRISKE: Chairman, no to all.

17 BOARD MEMBER TATE: No to all.

18 BOARD MEMBER DAVIS: No to all of the  
19 above.

20 CHAIRMAN BRISKE: Mr. Wingate?

21 BOARD MEMBER WINGATE: I have visited  
22 the site on several occasions. I'm familiar  
23 with the area.

24 CHAIRMAN BRISKE: Okay. Thank you.  
25 Staff, was notice of the hearing sent to all

1 than going through the mandatory process.

2 CHAIRMAN BRISKE: All right. So we do  
3 have a motion on the floor which is updated  
4 to accept that this does meet the criteria  
5 for the comprehensive plan and the Land  
6 Development Code, accepting the Staff's  
7 findings of fact.

8 BOARD MEMBER WINGATE: Second.

9 CHAIRMAN BRISKE: I have a second.  
10 Is there any discussion?

11 BOARD MEMBER WOODWARD: Move the  
12 question.

13 CHAIRMAN BRISKE: Mr. West, is that  
14 adequate in your opinion for moving forward?

15 MR. WEST: I think -- if I understood  
16 correctly, the motion was subject to the  
17 future land use change?

18 CHAIRMAN BRISKE: Yes, that is correct.

19 MR. WEST: That would be fine.

20 CHAIRMAN BRISKE: All in favor say aye.  
21 Aye. Opposed. Okay. Motion carries.  
22 All right. That one was easier.

23 Okay. Our next case is Z-2012-26.  
24 Mr. Buddy Page will be the agent for Michael  
25 Oneill, 85 Stone Boulevard, ID-CP to ID-2.

1 interested parties?

2 MS. MEADOR: Yes.

3 CHAIRMAN BRISKE: Was that notice also  
4 posted on the subject property?

5 MS. MEADOR: Yes, sir.

6 CHAIRMAN BRISKE: If there are no  
7 objections, Juan will present the photography  
8 and the maps. Go ahead, sir.

9 MR. LEMO: Good morning again. Juan  
10 Lemo, Escambia County Manager. This is  
11 rezoning case



12 BOARD MEMBER TATE: Just a second.

13 Can I make a statement before we go any  
14 further? Do we have anybody signed up to  
15 speak other than the applicant?

16 CHAIRMAN BRISKE: Not on this case.

17 BOARD MEMBER DAVIS: I would like to  
18 make a motion that we don't.

19 CHAIRMAN BRISKE: On the next case we  
20 do, but not on this one.

21 BOARD MEMBER DAVIS: I would like to  
22 make a motion, Mr. Chair, if we do not.

23 CHAIRMAN BRISKE: Okay.

24 BOARD MEMBER DAVIS: I recommend we  
25 move to approve the rezoning application

**5. B.**

**Planning Board-Rezoning**

**Meeting Date:** 12/10/2012  
**CASE :** Z-2012-29  
**APPLICANT:** Michael Langston, PE, agent for Navy Federal Credit Union  
**ADDRESS:** 4810 West Nine Mile Rd  
**PROPERTY REF. NO.:** 04-1S-31-1101-000-000  
**FUTURE LAND USE:** REC, Recreation  
**DISTRICT:** 1  
**OVERLAY DISTRICT:** NA  
**BCC MEETING DATE:** 01/03/2013

**SUBMISSION DATA:**  
**REQUESTED REZONING:**

**FROM: AG, Agricultural**  
**TO: ID-CP, Industrial Commerce Park District (no residential uses allowed)**

**RELEVANT AUTHORITY:**

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

**CRITERION (1)**

**Consistent with the Comprehensive Plan.**

Whether the proposed amendment is consistent with the Comprehensive Plan.

**Comprehensive Plan Policy (CPP) FLU 1.1.1 Development Consistency.** New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

**CPP FLU 1.1.9 Buffering.** In the LDC, Escambia County shall ensure the compatibility of adjacent land uses by requiring buffers designed to protect lower intensity uses from more intense uses, such as residential from commercial. Buffers shall also be used to protect agricultural activities from the disruptive impacts of nonagricultural land uses and to protect nonagricultural uses from normal activities.

**CPPFLU 1.3.1 Future Land Use Categories.**The Recreation (REC) Future Land Use (FLU) is intended for recreational opportunities for the Escambia County citizens including a system of public and private park facilities. Range of allowable uses include: active and passive recreation activities and amenities; park facilities such as boat launch, basketball courts, tennis courts,

baseball and softball fields; meeting halls and the like. No new residential development is allowed.

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

## FINDINGS

The proposed amendment is **not consistent** with the intent and purpose of FLU 1.1.1, because it does not provide development consistency as stated in the policy. As the proposed rezoning would provide higher intensity uses from what is currently allowed, any future development on-site will be required to meet the buffering standards as listed in the LDC.

The proposed rezoning **is consistent** with the intent of CPP FLU 1.5.3, as it does promote for the efficient use of public roads, utilities and service infrastructure. The parcel in question is adjacent to an existing commercial establishment and will be utilized for expansion of their operations. It will be served by utilities and infrastructure already in place.

The proposed amendment to ID-CP **is not consistent** with the intent and purpose of Future Land Use category REC as stated in CPP FLU 1.3.1 because the proposed amendment is not listed as an allowed use in FLU REC. However, the applicant is requesting an amendment to the Comprehensive Plan and Future Land Use map (CPA-201-04). If approved, it is staff's opinion that the ID-CP zoning would then **be consistent** with the Mixed-Use Urban FLU.

## CRITERION (2)

### Consistent with The Land Development Code.

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

**LDC 6.05.01. AG agricultural district, low density.** This district is intended to identify those areas used primarily for farming, and/or the raising of livestock, and silviculture. A primary purpose of this district is to provide for the continuation and expansion of viable agricultural activities within the county by providing for compatibility among permitted uses and by preserving open spaces through low district-wide residential densities. The maximum density is 1.5 acres per dwelling unit.

**LDC6.05.17. ID-CP commerce park, district (cumulative).** This district is intended to provide for relatively large scale light industrial commerce and business park areas. Uses located in this district are protected from adverse impacts of incompatible industrial and commercial uses. A high level of site design standards are required for review during the development review process. All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan and in LDC Article 7.

### B. Permitted uses.

1. Any use permitted in the preceding C-2 district, except as may be provided in subsection D., below.

### C. Conditional uses.

1. Automobile service stations, (except gasoline sales accessory to a convenience store is authorized as a permitted use) and automobile or truck repair shops.



2. Any conditional use allowed in the C-2 general commercial district except automobile race tracks.

D. Prohibited uses.

1. Residential uses.

2. Prisons.

3. Carnival-type amusements and amusements arcades.

4. Bars and night clubs.

5. New and used car, truck, boat, mobile home, shed and motorcycle sales and rentals.

6. Adult entertainment uses.

7. Off-premises signs.

8. 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).

9. Landfills.

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

**LDC 7.20.07. Industrial locational criteria (ID-CP, ID-1, ID-2).** New industrial development must meet the following locational criteria:

1. Industrial uses shall be located so that the negative impacts of industrial land uses on the functions of natural systems shall, as a first priority, be avoided. When impacts are unavoidable, those impacts shall be minimized.

2. Sites for industrial development shall be accessible to essential public and private facilities and services at the levels of service adopted in the Comprehensive Plan.

3. New industrial uses in the MU-1, AA-13, and AA-15 categories may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories.

Industrial and MU-6 categories allow all types of industrial uses. 4. Sites for industrial uses shall be located with convenient access to the labor supply, raw material sources and market areas.

5. New industrial uses shall be located on parcels of land large enough to adequately support the type of industrial development proposed and minimize any adverse impacts upon surrounding properties. Compatibility of land uses shall be ensured consistent with Comprehensive Plan Policy 7.A.3.8.(FLU1.1.9)

6. These industrial locational criteria apply to those future land use categories where industrial development is permitted and does not provide or permit industrial land uses in those categories that do not provide for such uses.

### **LDC Article 11 Airport/Airfield Environs, 11.02.03.AIPD-2**

A. AIPD-2 regulations. AIPD-2 requirements are the same for all airfields and installations.

B. Density. Densities are controlled by the underlying zoning category. Density limits in AIPD-2 are not absolute, meaning clustering, planned unit development and density transfers, when such a program is developed, are permitted. There are no additional regulations regarding density except the following:

Rezoning is allowed only to a zoning district that allows three d.u./acre or less. An alternative mixed-use zoning category that allows commercial uses and limits density to three d.u./acre is

offered in place of the current high density commercial zoning districts. (See Article 6, Zoning Districts--AMU-1 and AMU-2.) Properties that currently have density of less than three d.u./acre can apply for an up-zoning to AMU-1, AMU-2 or V-2A, which have a maximum density of three d.u./acre.

## **FINDINGS**

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The proposed change does meet roadway access requirements as stated in LDC 6.05.17.F. Direct access to the site is provided via Nine Mile Road, an arterial roadway with connections to Interstate Highway 10, a heavy commercial arterial roadway.

The proposed request is also **consistent** with the industrial locational requirements set forth in LDC 7.20.07, as stated above, the parcel is located within close proximity to interstate. The adjacent site is currently serviced by local public utility providers.

Although sections of this parcel are located within the AIPD-1 and 2 areas and the AICUZ special area for the Navy Outlying Field 8 (NOLF 8), it appears that the proposed project will be constructed only within the AIPD-2 designated boundaries for airfield environments. As there are no residential densities allowed under the proposed request to ID-CP zoning, it appears that the project **would meet** the requirements as outlined in LDC Article 11.

When applicable, further review from the Development Review Committee (DRC) will be needed to ensure the buffering requirements and other performance standards have been met, should this amendment be granted.

## **CRITERION (3)**

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

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

## **FINDINGS**

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts ID-CP, AG, R-R and C-2. 39 residential vacant parcels, five commercial, five single family residences, 5 agricultural parcels, one State owned and one parcel owned by the United States Navy.

## **CRITERION (4)**

### **Changed conditions.**

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

## **FINDINGS**

The applicant is currently requesting a large scale Comprehensive Plan map amendment to change the FLU designation for the site to Mixed-Use Urban. There are no other changed conditions that would impact this amendment.

## **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 subject property. 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**

Currently, the proposed amendment **would not** result in a logical and orderly development pattern; however, if the applicant's request, (CPA-2012-04), to amend the Comprehensive Plan and Future Land Use map is approved, it is staff's opinion that the ID-CP zoning and the requested Mixed-Use Urban FLU **would result** in a logical and orderly development pattern consistent with the existing surrounding uses and comparable in intensity to the adjacent onsite facilities.

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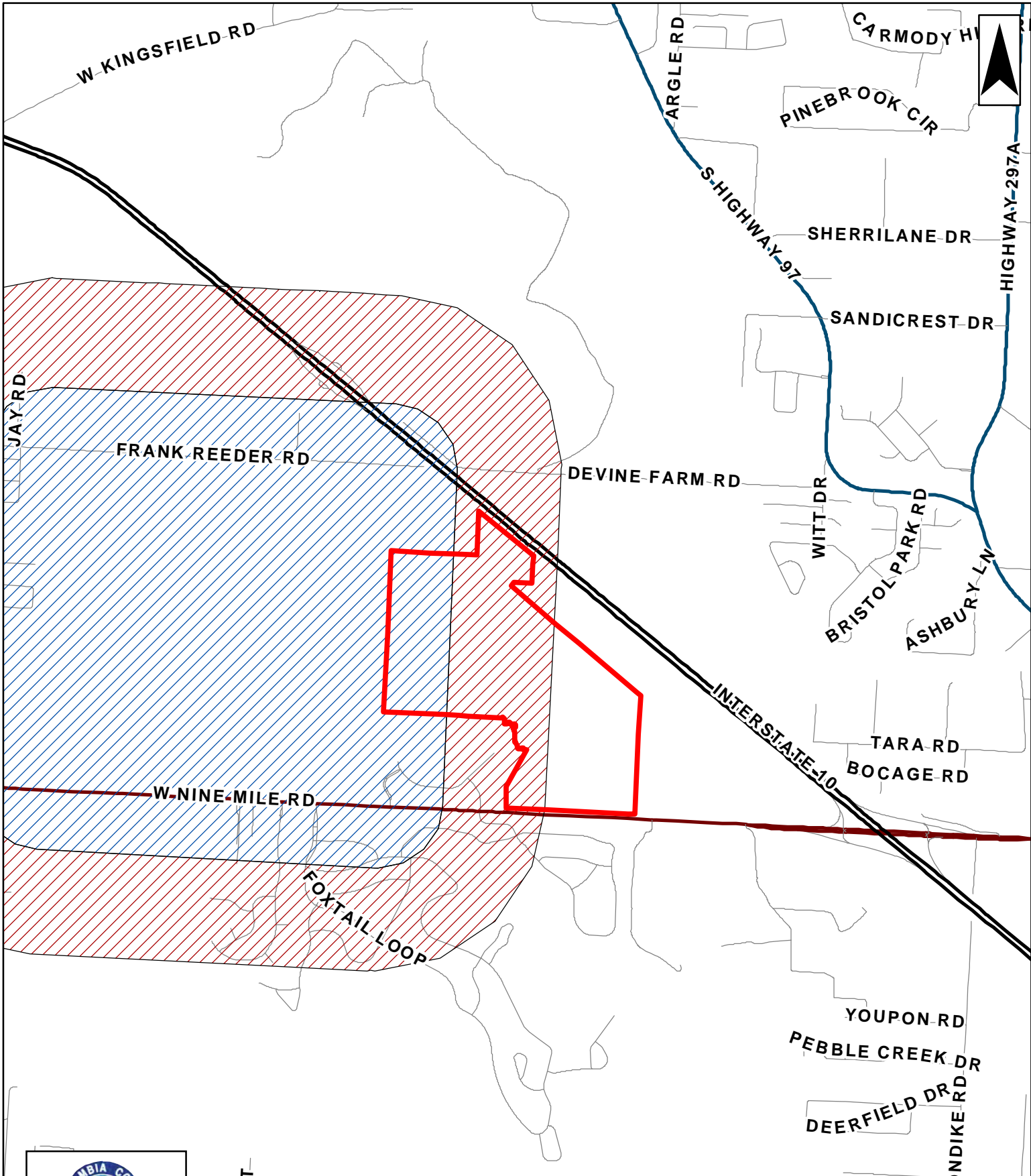
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**Attachments**

Z-2012-29

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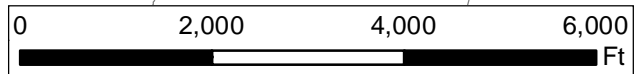
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Andrew Holmer  
Planning and Zoning Dept.

# Z-2012-29 LOCATION MAP



- AIPD 1
- AIPD 2
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



FRANKREEDER RD

INTERSTATE 40

DEVINE FARM RD

INTERSTATE 40

HERITAGE OAKS DR

W NINE MILE RD

SALT GRASS DR W

SALT GRASS DR



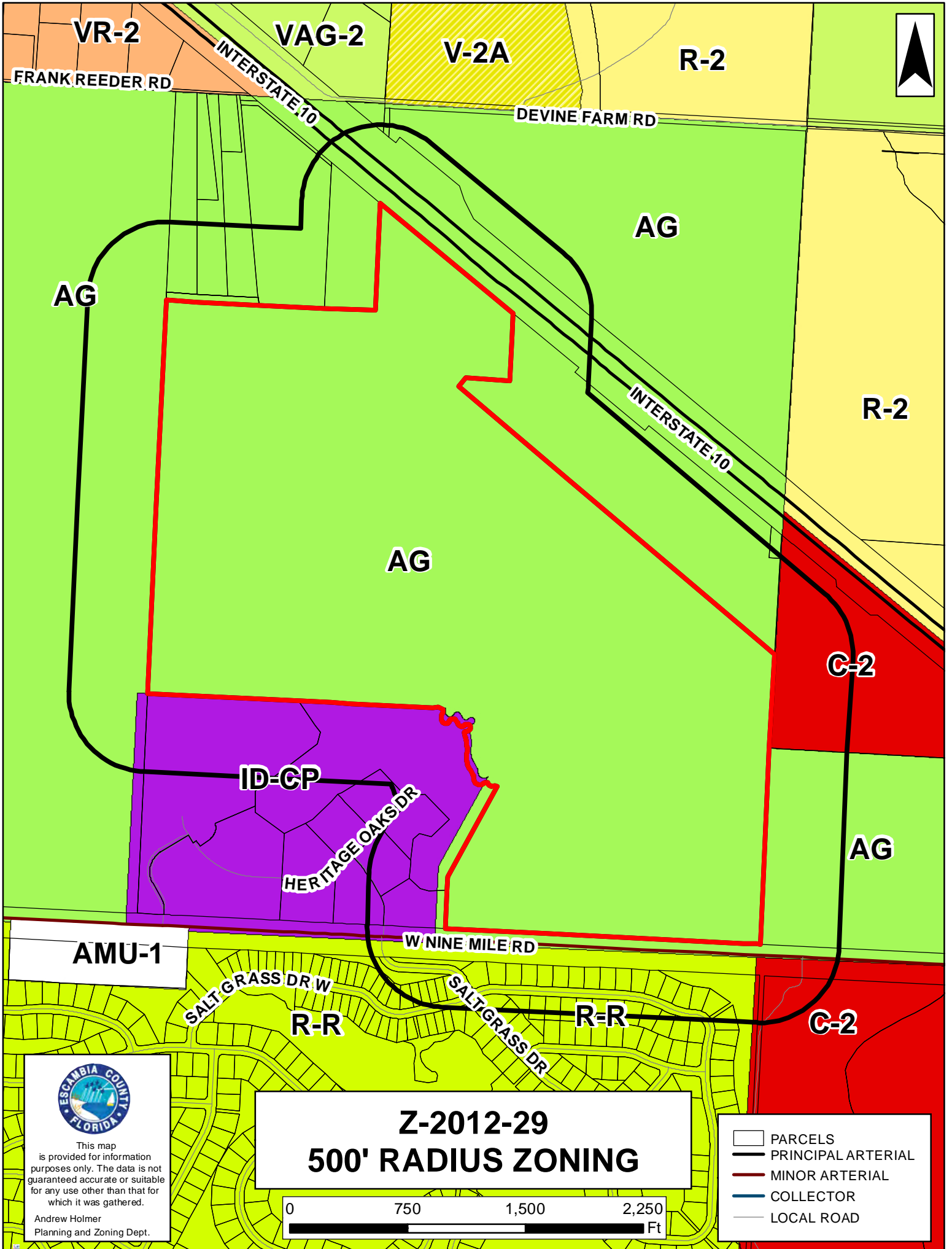
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Andrew Holmer  
Planning and Zoning Dept.

# Z-2012-29 WETLANDS MAP



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



VR-2

VAG-2

V-2A

R-2

FRANK REEDER RD

INTERSTATE 10

DEVINE FARM RD

AG

AG

R-2

INTERSTATE 10

AG

C-2

ID-CP

HERITAGE OAKS DR

AG

AMU-1

W NINE MILE RD

SALT GRASS DR W

R-R

SALT GRASS DR

R-R

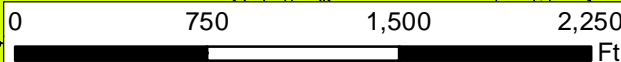
C-2



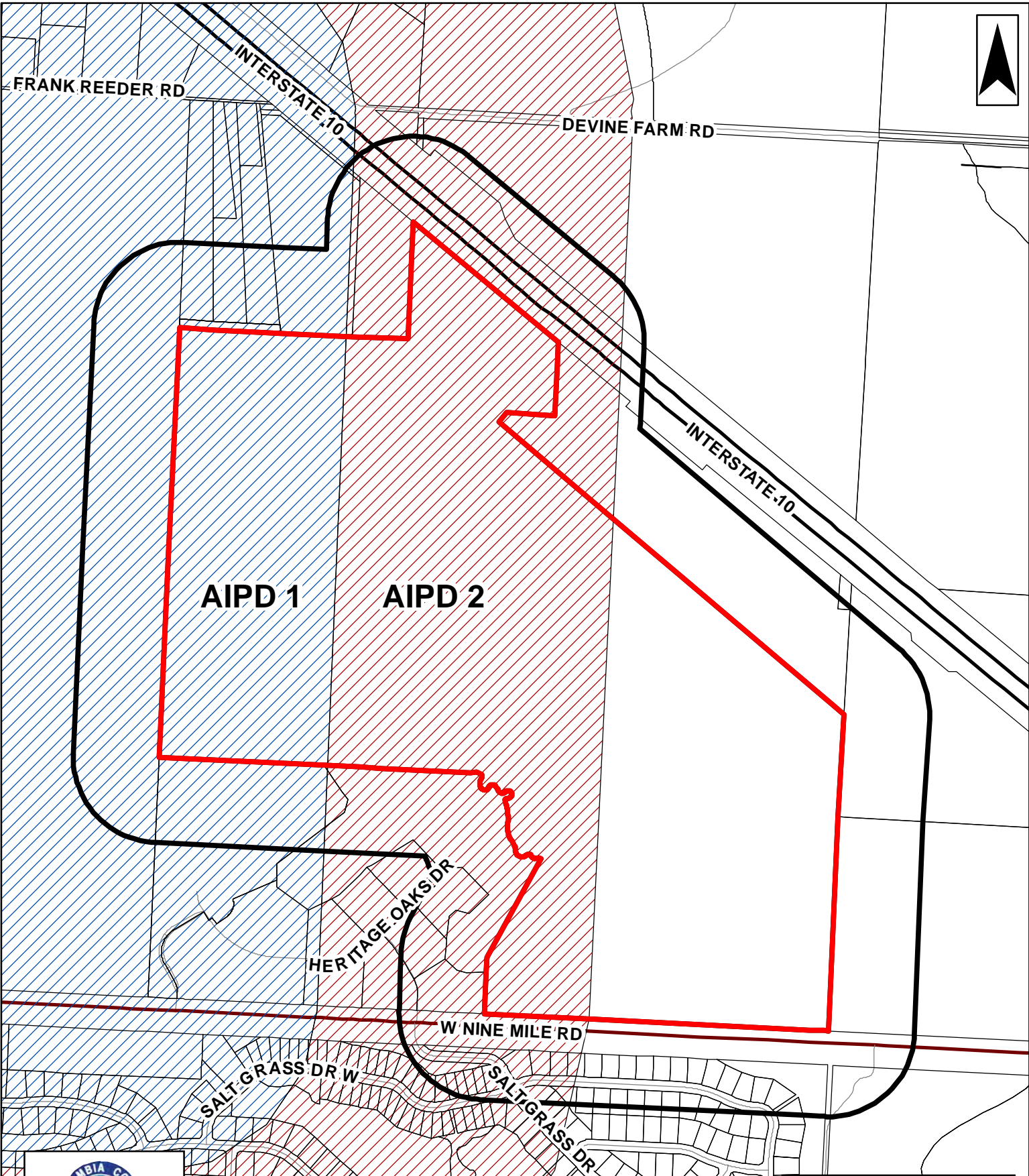
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Andrew Holmer  
Planning and Zoning Dept.

**Z-2012-29**  
**500' RADIUS ZONING**



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



**AIPD 1**

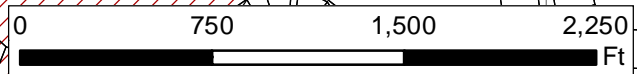
**AIPD 2**



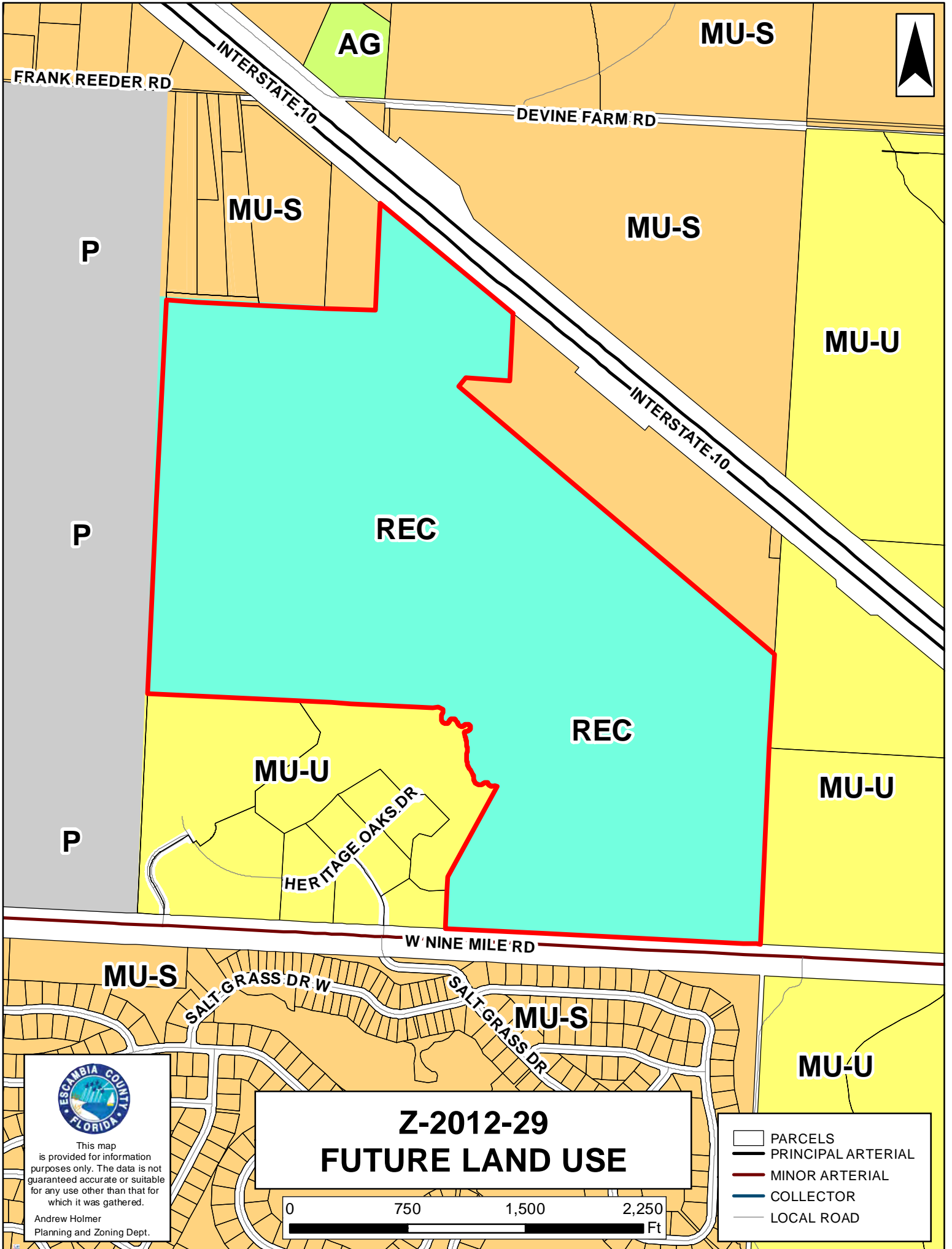
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Planning and Zoning Dept.

# Z-2012-29 AIPD MAP



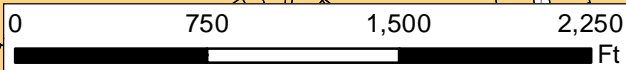
- PARCELS
- AIPD 1
- AIPD 2
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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Andrew Holmer  
Planning and Zoning Dept.

# Z-2012-29 FUTURE LAND USE



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

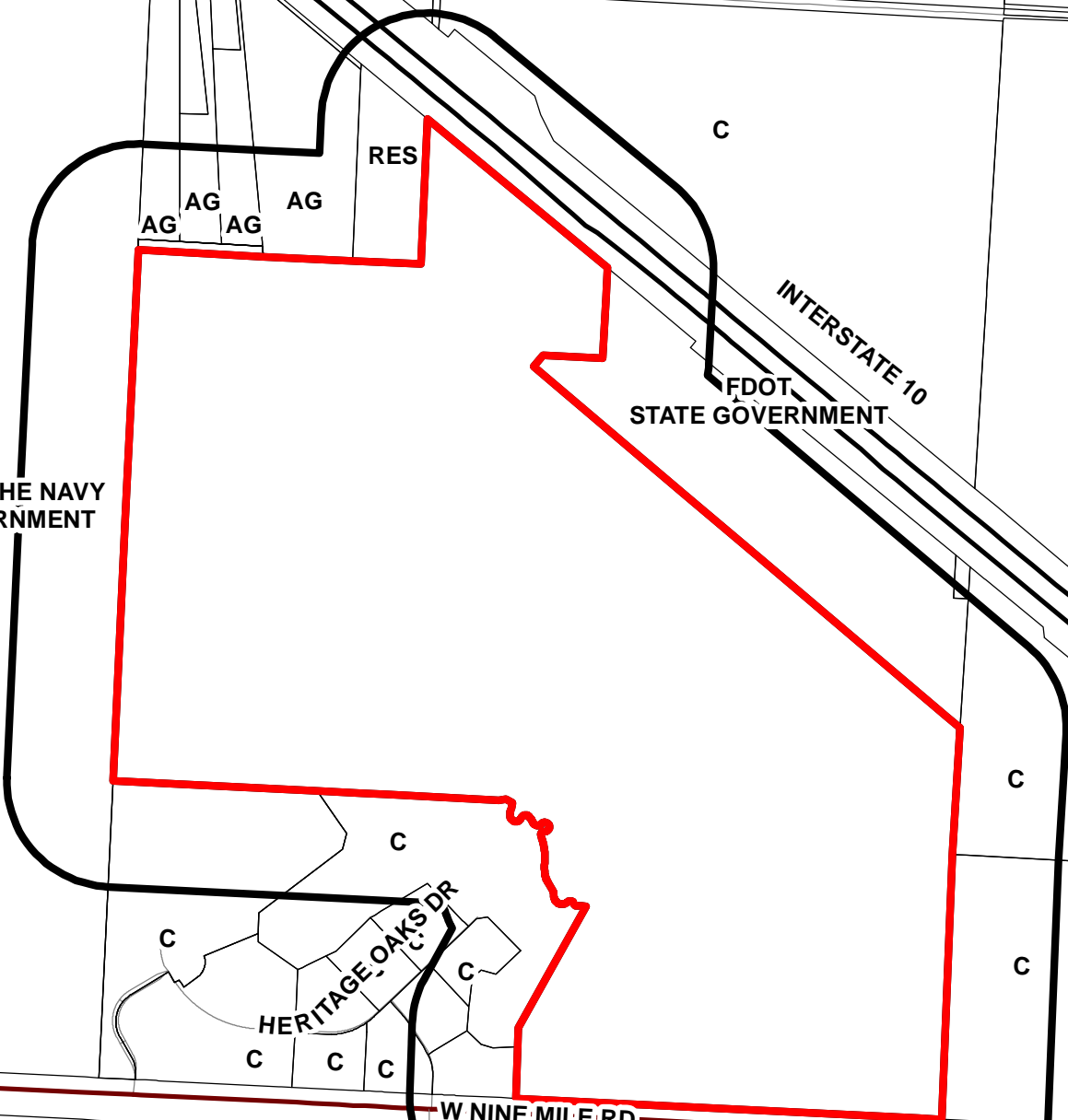




FRANK REEDER RD

INTERSTATE 10

DEVINE FARM RD



DEPT OF THE NAVY  
US GOVERNMENT

FDOT  
STATE GOVERNMENT

HERITAGE OAKS DR

W NINE MILE RD

SALT GRASS DR W

RES RES RES RES RES RES RES RES

SALT GRASS DR



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Andrew Holmer  
Planning and Zoning Dept.

# Z-2012-29 EXISTING LAND USE



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



FRANKREEDER RD

INTERSTATE 40

DEVINE FARM RD

INTERSTATE 40

HERITAGE OAKS DR

W NINE MILE RD

SALT GRASS DR W

SALT GRASS DR



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Andrew Holmer  
Planning and Zoning Dept.

# Z-2012-29 AERIAL MAP



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



**NOTICE OF  
PUBLIC HEARING  
REZONING**

**CASE NO.:** Z-2012-29  
**CURRENT ZONING:** AG **PROPOSED ZONING:** ID-CP

**PLANNING BOARD**

**DATE:** 12/10/12 **TIME:** 8:30 am

**LOCATION OF HEARING**

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

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** 1/3/13 **TIME:** 5:45 pm

**LOCATION OF HEARING**

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

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

PLEASE DO NOT REMOVE THIS SIGN

**Public Notice Sign**



**Looking East on Nine Mile Rd.**



**Looking East on Nine Mile Rd  
Towards I-10**



**Looking North Onto the Site**



**Looking Northwest From Inside  
the Site**



**Looking Northwest to the Site**





**Looking West on Nine Mile Rd.**

November 1, 2012

Allyson Cain, Urban Planner II  
Escambia County Development Services  
3363 West Park Place  
Pensacola, FL 32505

Re: Rezoning Request for Navy Federal Credit Union  
Parcel ID: 04-1S-31-1101-000-000  
Address: 4810 West Nine Mile Road  
Request: AG to ID-CP

Dear Ms. Cain:

The attached application is a request to rezone the referenced parcel from **AG** zoning classification to **ID-CP**.

The following documents are included with this letter in support our request:

1. Application
2. Concurrency Determination Acknowledgement
3. Affidavit of Owner and limited Power of Attorney
4. Legal Proof of Ownership
5. Legal Description of Property Street Address / Property Reference Number
6. Boundary Survey
7. Application Fee

Please contact me should you have any questions or need additional information for this request.

Sincerely,

**BASKERVILLE-DONOVAN, INC.**



Michael Langston, PE  
Project Manager

Copy: Glenn Cartledge, ASD  
Kimberly Aderholdt, NFCU

K:\683 Navy Federal\68307.01\Correspondence\Rezone request 11-01-12.doc



APPLICATION

Please check application type:

- Administrative Appeal
- Development Order Extension

- Conditional Use Request for: \_\_\_\_\_
- Variance Request for: \_\_\_\_\_
- Rezoning Request from: Recreation to: ID-CP

AG

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

Owner(s) Name: Navy Federal Credit Union Phone: (850) 912-0100

Address: 820 Follin Lane, Vienna, VA 22180 Email: Debbie\_Calder@navyfederal.org

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

Property Address: 4810 West Nine Mile Road

Property Reference Number(s)/Legal description: 04-1S-31-1101-000-000

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.

Michael Langston  
Signature of Owner/Agent

Deborah H. Calder  
Signature of Owner

Michael Langston, PE, Agent  
Printed Name Owner/Agent

10/31/2012  
Date

Deborah H. Calder, Sr. Vice President, NFCU  
Printed Name of Owner

October 31, 2012  
Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 31st day of October 2012,

by Deborah H. Calder.

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

China Cheryl Lively  
Signature of Notary  
(notary seal must be affixed)

China Cheryl Lively  
Printed Name of Notary

**CHINA CHERYL LIVELY**  
Notary Public-State of FL  
Comm. Exp. Sept. 29, 2015  
Comm. No. EE 111460

FOR OFFICE USE ONLY

CASE NUMBER: Z-2012-29

Meeting Date(s): PB 12/10/2012 Accepted/Verified by: ACain Date: 11/1/2012

Fees paid: \$ 1,050<sup>00</sup> Receipt #: \_\_\_\_\_ Permit #: PRZ12100029



### CONCURRENCY DETERMINATION ACKNOWLEDGMENT

**For Rezoning Request Only**

Property Reference Number(s): 04-1S-31-1101-000-000

Property Address: 4810 West Nine Mile Road

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

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

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

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, and 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 issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE WITH THE ABOVE STATEMENT ON THIS 31st DAY OF October, YEAR OF 2012.

Signature of Property Owner

Deborah H. Calder, Sr. Vice President, NFCU  
Printed Name of Property Owner

October 31, 2012  
Date

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

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

\_\_\_\_\_  
Date



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

As owner of the property located at 4810 West Nine Mile Road,

Florida property reference number(s) 04-1S-31-1101-000-000

I hereby designate Michael Langston, PE 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 31st day of October 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 Langston, PE Email: mlangston@baskervilledonovan.com

Address: 449 West Main Street, Pensacola, FL 32502 Phone: 850-438-9661

Signature of Property Owner

Deborah H. Calder, Sr. Vice President, NFCU  
Printed Name of Property Owner

October 31, 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 31st day of October 2012,

by Deborah H. Calder.

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

Signature of Notary

China Cheryl Lively  
Printed Name of Notary

(Notary Seal)

**CHINA CHERYL LIVELY**  
Notary Public-State of FL  
Comm. Exp. Sept. 29, 2015  
Comm. No. EE 111460

\* 25,200.00  
R: 69.50

Prepared by  
John W. Monroe, Jr., of  
Emmanuel, Sheppard & Condon  
30 S. Spring Street  
Pensacola, FL 32502  
N0033-126527

### TRUSTEES' DEED

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

This indenture, made on August 9, 2012, by ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, AS TRUSTEES FOR THE ESCAMBIA COUNTY 4-H COUNTY COUNCIL, whose address is 221 Palafox Place, Suite 420, Pensacola, FL 32502 (GRANTOR), AND NAVY FEDERAL CREDIT UNION, a federally chartered credit union whose address is 820 Follin Lane, Vienna, VA 22180 (GRANTEE).

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, aliens, remises, releases, conveys and confirms to Grantee, and Grantee's successors and assigns forever, that certain real property situated in Escambia County, Florida being more particularly described as follows:

FOR LEGAL DESCRIPTION, SEE THE ATTACHED EXHIBIT A,  
CONSISTING OF ONE PAGE AND MADE A PART HEREOF BY  
REFERENCE.

Together with all the improvements located thereon, and all tenements, hereditaments, and appurtenances belonging or in any way appertaining to it, and all the right, title, interest, claim, and demand whatsoever which Grantor has in and to the property.

This conveyance is subject to real property taxes for the year 2012 and subsequent years; conditions, easements and restrictions of record, if any but this reference can not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities, and subject to all rights, title, interests or claims of adjoining property owner by reason of, or reflected by, the overlap created by deed recorded in O.R. Book 4872, page 1628 of the public records of Escambia County, Florida, shown on the survey prepared by Pittman, Glaze & Associates, Inc. dated July 5, 2012, referenced as Job No. 35106-12.

Grantor further covenants with Grantee that Grantor has good right and lawful authority to convey the property and Grantor warrants the title to the property of any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through or under Grantor. Provided, however, notwithstanding the foregoing, no covenants or warranties are given with respect to that portion of the above described real property that is subject to the overlap created by deed recorded in O. R. Book 4872, page 1628 of the public records of Escambia County, Florida, shown on survey by Pittman, Glaze & Associates, Inc. dated July 5, 2012, referenced as Job No. 35106-12.

Attached hereto as Exhibit "B" are the original minutes of the meeting of the Escambia County 4H County Council, signed by the President and attested by the Secretary, evidencing the authority of the Trustees to convey the property herein described.

The undersigned are executing this Deed solely in their capacity as the Trustees for the Escambia County 4-H County Council, and no obligation or liability arising from this document is intended to be, nor shall it be, binding upon or accrue to the undersigned, individually, or to Escambia County or its governing body, the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first above written.

WITNESSES:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA,  
AS TRUSTEES FOR THE ESCAMBIA  
COUNTY 4-H COUNTY COUNCIL

Unable to Sign due to Conflict-  
See Attached Exhibit C for 8B  
By: Memorandum of Voting Conflict  
Wilson Robertson, as Trustee

E. Dean Kirschnae  
Print Name: E. Dean Kirschnae

Dianne C. Simpson  
Print Name: Dianne C. Simpson

Aretta Green  
Print Name: Aretta Green

Dianne C. Simpson  
Print Name: Dianne C. Simpson

By: Gene Valentino  
Gene Valentino, as Trustee

By: Marie Young  
Marie Young, as Trustee

Rebecca L. Azelton  
Rebecca L. Azelton

Print Name:  
Dianne C. Simpson  
Dianne C. Simpson  
Print Name:

By: [Signature]  
Grover Robinson, as Trustee

[Signature]  
Print Name: Dawn Troche  
Dawn Troche

By: [Signature]  
Kevin White, as Trustee

[Signature]  
Print Name: Dianne C. Simpson  
Dianne C. Simpson

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of July, 2012, by GENE VALENTINO, As Trustee for the Escambia County 4-H County Council, on behalf of the Trust, who is personally known to me or who produced \_\_\_\_\_ as identification.

[Signature]  
Print Name:  
Notary Public



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of July, 2012, by MARIE YOUNG, As Trustee for the Escambia County 4-H County Council, on behalf of the Trust, who is personally known to me or who produced \_\_\_\_\_ as identification.

[Signature]  
Print Name:  
Notary Public





STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 2012, by GROVER ROBINSON, ~~As Trustee for the Escambia County 4-H County Council~~, on behalf of the Trust, who is personally known to me or who produced \_\_\_\_\_ as identification.



DIANNE C. SIMPSON  
MY COMMISSION # DD 948363  
EXPIRES: January 9, 2014  
Bonded Thru Budget Notary Services

Dianne C. Simpson  
Print Name:  
Notary Public

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of July, 2012, by KEVIN WHITE, ~~As Trustee for the Escambia County 4-H County Council~~, on behalf of the Trust, who is personally known to me or who produced \_\_\_\_\_ as identification.



DIANNE C. SIMPSON  
MY COMMISSION # DD 948363  
EXPIRES: January 9, 2014  
Bonded Thru Budget Notary Services

Dianne C. Simpson  
Print Name:  
Notary Public

H:\MKK\Closings\NFCU pf 4H\Trustees Deed2.subjtooverlap

## EXHIBIT A

The Northeast Quarter lying Southwesterly of the right of way for Interstate 10 as described in Deeds recorded in O.R. Book 160, page 688 and O.R. Book 166, page 211, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter and the East Half of the Southwest Quarter of Section 4, Township 1 South, Range 31 West, Escambia County, Florida, less road right of way.

LESS AND EXCEPT that portion conveyed to the State of Florida by Deed recorded in O.R. Book 2906, Page 129, being more particularly described as follows:

A parcel of land situate, lying and being in the East one half of Section 4, Township 1 South, Range 31 West, being more particularly described as follows: Begin on the East line of said Section 4, at a point 2599.30 feet South 01 degree 07 minutes 27 seconds West of a one inch iron pipe on the Northeast corner of said Section 4, said point being on the existing Southerly Limited Access right of way line of State Road 8 (I-10); thence run North 51 degrees 46 minutes 50 seconds West 1042.04 feet along said Southerly right of way line; thence South 38 degrees 13 minutes 10 seconds West 40.0 feet; thence North 51 degrees 46 minutes 50 seconds West 575.0 feet; thence North 38 degrees 13 minutes 10 seconds East 40.0 feet; thence North 51 degrees 46 minutes 50 seconds West 572.57 feet; thence run South 01 degree 43 minutes 12 seconds West 430.25 feet; thence North 88 degrees 16 minutes 48 seconds West 310.31 feet; thence South 38 degrees 13 minutes 10 seconds West 69.56 feet; thence South 51 degrees 46 minutes 50 seconds East 2636.84 feet to a point on the East line of said Section 4, said point being 752.23 feet South 01 degree 07 minutes 27 seconds West of the Point of Beginning; thence North 01 degree 07 minutes 27 seconds East 752.23 feet along said East line of Section 4 to the Point of Beginning.

ALSO LESS AND EXCEPT that portion thereof previously conveyed to Escambia County by Deed recorded in O.R. Book 4711, page 1015, being more particularly described as follows:

Commence at the Southwest corner of Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence proceed North 02 degrees 19 minutes 44 seconds East along the West line of said Section 4 a distance of 110.48 feet to a point on the North right of way line of U.S. Highway Alternate 90 (200 foot right of way); thence proceed South 87 degrees 11 minutes 00 seconds East along said North right of way line a distance of 1326.07 feet to the Point of Beginning; thence continue South 87 degrees 11 minutes 00 seconds East along said right of way line a distance of 1964.00 feet; thence departing said right of way line, proceed North 02 degrees 22 minutes 32 seconds East a distance of 331.12 feet; thence proceed North 29 degrees 03 minutes 52 seconds East a distance of 655.67 to a point on the water's edge of an existing lake; thence meander Northwesterly along said water's edge a distance of 833 feet, more or less (chord bearing and distance of North 39 degrees 11 minutes 36 seconds West, 647.11 feet); thence departing said water's edge proceed North 87 degrees 11 minutes 00 seconds West a distance of 1829.12 feet to a point on the West line of the East half of the Southwest Quarter of said Section; thence proceed South 02 degrees 22 minutes 32 seconds West along said West line a distance of 1400.04 feet to the Point of Beginning, lying in Section 4, Township 1 South, Range 31 West, Escambia County, Florida.

Also less and except any portion lying within the right of way of U.S. Highway Alt 90, Nine Mile Road, 200' R/W.

**EXHIBIT "B"**

**Minutes of the meeting of Escambia 4-H County Council  
April 23, 2012**

The purpose of the meeting was to conduct a vote of the Voting Delegates on whether or not to authorize the sale of the Langley Bell Center property to Navy Federal Credit Union under terms and conditions provided to the Voting Delegates in previous meetings.

Voting was held in two locations: Extension Service Offices at Stefani Road and the Warrington Fire Department.

Voting was by secret Ballot and voting was conducted in cooperation with the Escambia County Supervisor of Elections Office.

The Ballots were counted by an employee of the Elections Office, and the tally was as follows:

- 21 Yes (authorizing the sale)
- 16 No (against authorizing the sale)
- 0 Invalid Ballots (if any and reason not counted)

ATTEST:

Mackenzie Helmick  
 McKenzie Helmick  
 Secretary  
 Mackenzie  
 Helmick

[Signature]  
 Devin Bell  
 President

EXHIBIT "C"

2010-001158 BCC  
Oct. 21, 2010 Page 2

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS	
LAST NAME-FIRST NAME-MIDDLE NAME Robertson, Wilson B.	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Board of County Commissioners
MAILING ADDRESS 221 Palafox Place, Suite 400	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IN A LIMIT OF: <input type="checkbox"/> CITY <input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY Pensacola	COUNTY Escambia
NAME OF POLITICAL SUBDIVISION Escambia County, Florida	DATE ON WHICH VOTE OCCURRED October 21, 2010
MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

**WHO MUST FILE FORM 8B**

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes. Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

**INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES**

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

**ELECTED OFFICERS:**

In addition to abstaining from voting in the situations described above, you must disclose the conflict: **PRIOR TO THE VOTE BEING TAKEN** by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and **WITHIN 15 DAYS AFTER THE VOTE OCCURS** by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

**APPOINTED OFFICERS:**

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

**IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:**

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

2010-001158 BCC  
Oct. 21, 2010 Page 3

**APPOINTED OFFICERS (continued)**

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

**IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:**

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

I, Wilson B. Robertson, hereby disclose that on October 21, 2010

(a) A measure came or will come before my agency which (check one)

- Inured to my special private gain or loss; \_\_\_\_\_
- Inured to the special gain or loss of my business associate, \_\_\_\_\_
- Inured to the special gain or loss of my relative, \_\_\_\_\_
- Inured to the special gain or loss of, \_\_\_\_\_, by whom I am retained; or
- Inured to the special gain or loss of, Navy Federal Credit Union, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I declare a voting conflict pursuant to § 112.3143, Fla. Stat., with regards to a Special Board Meeting held on October 21, 2010, to meet as the Trustees for the Escambia County Council of 4-H Clubs. My company, Robertson Curtis, Inc., is a subcontractor for Greenhut Construction who has the contract with Navy Federal Credit Union.



Date Filed October 21, 2010

Signature

**NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.**

**STREET ADDRESS:** 4810 West Nine Mile Road

**PROPERTY REFERENCE NO.:** 04-1S-31-1101-000-000

**TOTAL ACREAGE:** 240.11

**LEGAL DESCRIPTION:**

The Northeast Quarter lying Southwesterly of the right of way for Interstate 10 as described in Deeds recorded in O.R. Book 160, page 688 and O.R. Book 166, page 211, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter and the East Half of the Southwest Quarter of Section 4, Township 1 South, Range 31 West, Escambia County, Florida, less road right of way.

LESS AND EXCEPT that portion conveyed to the State of Florida by Deed recorded in O.R. Book 2906, Page 129, being more particularly described as follows:

A parcel of land situate, lying and being in the East one half of Section 4, Township 1 South, Range 31 West, being more particularly described as follows: Begin on the East line of said Section 4, at a point 2599.30 feet South 01 degree 07 minutes 27 seconds West of a one inch iron pipe on the Northeast corner of said Section 4, said point being on the existing Southerly Limited Access right of way line of State Road 8 (I-10); thence run North 51 degrees 46 minutes 50 seconds West 1042.04 feet along said Southerly right of way line; thence South 38 degrees 13 minutes 10 seconds West 40.0 feet; thence North 51 degrees 46 minutes 50 seconds West 575.0 feet; thence North 38 degrees 13 minutes 10 seconds East 40.0 feet; thence North 51 degrees 46 minutes 50 seconds West 572.57 feet; thence run South 01 degree 43 minutes 12 seconds West 430.25 feet; thence North 88 degrees 16 minutes 48 seconds West 310.31 feet; thence South 38 degrees 13 minutes 10 seconds West 69.56 feet; thence South 51 degrees 46 minutes 50 seconds East 2636.84 feet to a point on the East line of said Section 4, said point being 752.23 feet South 01 degree 07 minutes 27 seconds West of the Point of Beginning; thence North 01 degree 07 minutes 27 seconds East 752.23 feet along said East line of Section 4 to the Point of Beginning.

ALSO LESS AND EXCEPT that portion thereof previously conveyed to Escambia County by Deed recorded in O.R. Book 4711, page 1015, being more particularly described as follows:

Commence at the Southwest corner of Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence proceed North 02 degrees 19 minutes 44 seconds East along the West line of said Section 4 a distance of 110.48 feet to a point on the North right of way line of U.S. Highway Alternate 90 (200 foot right of way); thence proceed South 87 degrees 11 minutes 00 seconds East along said North right of way line a distance of 1326.07 feet to the Point of Beginning; thence continue South 87 degrees 11 minutes 00 seconds East along said right of way line a distance of 1964.00 feet; thence departing said right of way line, proceed North 02 degrees 22 minutes 32 seconds East a distance of 331.12 feet; thence proceed North 29 degrees 03 minutes 52 seconds East a distance of 655.67 to a point on the water's edge of an existing lake; thence meander Northwesterly along said water's edge a distance of 833 feet, more or less (chord bearing and distance of North 39 degrees 11 minutes 36 seconds West, 647.11 feet); thence departing said water's edge proceed North 87 degrees 11 minutes 00 seconds West a

distance of 1829.12 feet to a point on the West line of the East half of the Southwest Quarter of said Section; thence proceed South 02 degrees 22 minutes 32 seconds West along said West line a distance of 1400.04 feet to the Point of Beginning, lying in Section 4, Township 1 South, Range 31 West, Escambia County, Florida.

Also less and except any portion lying within the right of way of U.S. Highway Alt 90, Nine Mile Road, 200' R/W.



APPLICATION  
ATTACHMENTS CHECKLIST

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

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

Please make the following three appointments with the Coordinator.

Appointment for pre-application meeting: Oct. 31, 2012

Appointment to turn in application: Nov. 1, 2012

Appointment to receive findings-of-fact: TBD







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: DEC. 10

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2012-79

OR

Agenda Item Number/Description:

7 In Favor \_\_\_ Against

\*Name: CLIFF MOWE

\*Address: 8560 SCENIC HWY \*City, State, Zip: PENSACOLA, FL 32514

Email Address: cliff@momoney.com Phone: 432-6301

Please indicate if you:

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

All items with an asterisk \* are required.

Chamber Rules

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



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Escambia County Planning Board  
Public Hearing  
Speaker Request Form

Please Print Clearly

Meeting Date: 12/10/2012

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2012-29

OR

Agenda Item Number/Description:

In Favor  Against

CPA 2012-04

\*Name: MICHAEL LANGSTON

\*Address: 2735 PAZ PL \*City, State, Zip: PENSACOLA FL 32506

Email Address: MLANGSTON@BASKERVILLEDONOVAN.com Phone: 850-438-9661

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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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12/10/12

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2012-29

OR

Agenda Item Number/Description:

[X] In Favor [ ] Against

\*Name: Kimberly Aderholdt

\*Address: 1619 Hernandez St. \*City, State, Zip: Pensacola, FL 32503

Email Address: Kimberly\_Aderholdt@navy.federal.org Phone: 850-530-0928

Please indicate if you:

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

All items with an asterisk \* are required.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12/10/12

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z 2012 029

OR

Agenda Item Number/Description:

In Favor Against

\*Name: Brian C Feivison

\*Address: 8702 Salt Grass Dr Pensacola FL

Email Address: brianfeivison@yahoo.com Phone: 850 361 4908 32526

Please indicate if you:

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

All items with an asterisk \* are required.

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**Z-2012-26**

1 to rehash all the facts.  
2 CHAIRMAN BRISKE: Right. We would  
3 accept -- if we did that, we would have to  
4 accept the Staff's findings as they are for  
5 this rezoning here, so just to make everyone  
6 clear on that. Is that a motion, Mr.  
7 Woodward?

8 BOARD MEMBER WOODWARD: It certainly  
9 is.

10 CHAIRMAN BRISKE: Okay. I have a  
11 motion to accept the County's Staff's  
12 findings of fact as long as there is no  
13 opposition from the applicant.  
14 BOARD MEMBER WOODWARD: Can I amend the  
15 motion? I guess the motion on the table?  
16 Just to clarify that, based on our previous  
17 actions and obviously that we still have to  
18 have Board of County Commission approval  
19 consistent with the comprehensive plan, based  
20 on our actions today it would be consistent  
21 with the comprehensive plan and further  
22 consistent if BCC chose to also make that  
23 future land use change.

24 BOARD MEMBER WOODWARD: I will accept  
25 that as a substitute for my motion rather

**VOID**

1 Members of the Board, I will ask if  
2 there has been any ex parte communication  
3 between you, the applicant, agents,  
4 attorneys, witnesses, Planning Board members  
5 or anyone from the general public. I will  
6 ask you to disclose if you have visited the  
7 subject property and also disclose if you're  
8 a relative or business associate of the  
9 applicant or the applicant's agents. Ms.  
10 Oram? Oh, she stepped out.

11 BOARD MEMBER HIGHTOWER: No to all the  
12 above.

13 BOARD MEMBER WOODWARD: No to all.

14 BOARD MEMBER WOODWARD: No to all. I  
15 don't even know where Stone Boulevard is.

16 CHAIRMAN BRISKE: Chairman, no to all.

17 BOARD MEMBER TATE: No to all.

18 BOARD MEMBER DAVIS: No to all of the  
19 above.

20 CHAIRMAN BRISKE: Mr. Wingate?

21 BOARD MEMBER WINGATE: I have visited  
22 the site on several occasions. I'm familiar  
23 with the area.

24 CHAIRMAN BRISKE: Okay. Thank you.  
25 Staff, was notice of the hearing sent to all

**VOID**

1 than going through the mandatory process.

2 CHAIRMAN BRISKE: All right. So we do  
3 have a motion on the floor which is updated  
4 to accept that this does meet the criteria  
5 for the comprehensive plan and the Land  
6 Development Code, accepting the Staff's  
7 findings of fact.

8 BOARD MEMBER WINGATE: Second.

9 CHAIRMAN BRISKE: I have a second.  
10 Is there any discussion?

11 BOARD MEMBER WOODWARD: Move the  
12 question.

13 CHAIRMAN BRISKE: Mr. West, is that  
14 adequate in your opinion for moving forward?

15 MR. WEST: I think -- if I understood  
16 correctly, the motion was subject to the  
17 future land use change?

18 CHAIRMAN BRISKE: Yes, that is correct.

19 MR. WEST: That would be fine.

20 CHAIRMAN BRISKE: All in favor say aye.  
21 Aye. Opposed. Okay. Motion carries.

22 All right. That one was easier.

23 Okay. Our next case is **Z-2012-26**.

24 Mr. Buddy Page will be the agent for Michael  
25 Oneill, 85 Stone Boulevard, ID-CP to ID-2.

1 interested parties?

2 MS. MEADOR: Yes.

3 CHAIRMAN BRISKE: Was that notice also  
4 posted on the subject property?

5 MS. MEADOR: Yes, sir.

6 CHAIRMAN BRISKE: If there are no  
7 objections, Juan will present the photography  
8 and the maps. Go ahead, sir.

9 MR. LEMO: Good morning again. Juan  
10 Lemo, Escambia County Manager. This is  
11 rezoning case --

12 BOARD MEMBER TATE: Just a second.

13 Can I make a statement before we go any  
14 further? Do we have anybody signed up to  
15 speak other than the applicant?

16 CHAIRMAN BRISKE: Not on this case.

17 BOARD MEMBER DAVIS: I would like to  
18 make a motion that we don't.

19 CHAIRMAN BRISKE: On the next case we  
20 do, but not on this one.

21 BOARD MEMBER DAVIS: I would like to  
22 make a motion, Mr. Chair, if we do not.

23 CHAIRMAN BRISKE: Okay.

24 BOARD MEMBER DAVIS: I recommend we  
25 move to approve the rezoning application

1 Z-2012-26 to the Board of County  
2 Commissioners and adopt the findings of fact  
3 presented by the Staff.

4 CHAIRMAN BRISKE: Okay.

5 BOARD MEMBER WOODWARD: Second.

6 CHAIRMAN BRISKE: Okay. Any further  
7 discussion? All those in favor say aye.  
8 Aye. Opposed? All right.

9 MR. LEMO: I think I'm going home. I  
10 should have stayed home this morning.

11 CHAIRMAN BRISKE: Buddy's probably  
12 sitting there saying boy, this is the easiest  
13 one I've ever done. I think the next one  
14 will probably have a little more discussion.

15 BOARD MEMBER WOODWARD: This is a Buddy  
16 Page too?

17 CHAIRMAN BRISKE: Yes. By the way,  
18 we're glad you're okay. We understand that  
19 you were in a little traffic accident last  
20 month. We are glad to see you recovering, so  
21 welcome back.

22 MR. PAGE: Thank you.

23 CHAIRMAN BRISKE: Our next case is  
24 Z-2012-09 which is remanded from the Board of  
25 County Commissioners to us for consideration.

1 It is Mr. Page, General Agent for Rick Evans  
2 Contracting, 2006 Border Street and R-5 urban  
3 residence to an ID-1 light industrial.

4 Members of the Board, again on this  
5 case has there been any ex parte  
6 communication between the applicant, agents,  
7 attorneys, witnesses, Planning Board members  
8 or general public prior to this hearing? I  
9 will also ask you disclose if you visited the  
10 property and disclose if you're a relative or  
11 business associate of the applicant or of the  
12 owners. Ms. Oram?

13 BOARD MEMBER ORAM: No to all.

14 CHAIRMAN BRISKE: Thank you.

15 BOARD MEMBER HIGHTOWER: No to all  
16 other than the other two times we have had  
17 this before us.

18 BOARD MEMBER GOODLOE: No, but I have  
19 visited the site.

20 BOARD MEMBER WOODWARD: I don't other  
21 than the previous representation yes, I have  
22 seen it here.

23 CHAIRMAN BRISKE: Okay. The Chairman  
24 as well. We have reviewed this case before  
25 here in public hearings. So Mr. Tate -- I

1 have had no other ex parte communication.  
2 BOARD MEMBER TATE: Other than my  
3 familiarity of what's come before us, no  
4 other time.

5 BOARD MEMBER DAVIS: No to everything  
6 except that I was on the original meeting.

7 BOARD MEMBER WINGATE: I have visited  
8 the site on several occasions and am familiar  
9 with the area.

10 CHAIRMAN BRISKE: Okay. Thank you.  
11 Staff, was notice of this hearing sent to all  
12 interested parties?

13 MS. MEADOR: Yes, sir.

14 CHAIRMAN BRISKE: Okay. And was that  
15 hearing notice also posted on the property?

16 MS. MEADOR: Yes, sir.

17 CHAIRMAN BRISKE: Thank you. And Juan,  
18 are you going to be presenting?

19 MR. LEMO: Yes, sir.

20 BOARD MEMBER WOODWARD: Let me ask a  
21 question. What was the basis for the Board  
22 of County Commissioners sending it back?

23 MR. JONES: The basis is they wanted --  
24 thank you, Mr. West. I will read it for the  
25 record. The motion made by Commissioner

1 White, second by Commissioner Young and  
2 carried four to zero with Commissioner  
3 Valentine absent. Then it goes on to say --

4 CHAIRMAN BRISKE: Read it all.

5 MR. JONES: Approving to find that  
6 based on the surrounding zoning plus the CRA,  
7 industrial zoning category is consistent with  
8 surrounding use in that area. And remanding  
9 the case to the Planning Board for  
10 deliberations consistent with that finding,  
11 relative to the recommendation of the Board  
12 to follow action concerning Case Z-2012-09  
13 prepared by the Planning Board on September  
14 10, 2012. So based on that its stating that  
15 they would like it to be consistent with the  
16 surrounding zonings and with the CRA  
17 recommendations.

18 BOARD MEMBER WOODWARD: Well, have the  
19 facts changed?

20 MR. LEMO: No, sir.

21 BOARD MEMBER WOODWARD: Then we are in  
22 a legal argument.

23 CHAIRMAN BRISKE: Well, the Board  
24 certainly has the option of amending our  
25 recommendation, if we want to --



## 5. C.

### Planning Board-Rezoning

**Meeting Date:** 12/10/2012  
**CASE :** Z-2012-26  
**APPLICANT:** Wiley C. "Buddy" Page, Agent for Michael Oneill  
**ADDRESS:** 85 Stone Blvd  
**PROPERTY REF. NO.:** 14-1N-31-1001-007-002  
MU-S, Mixed-Use  
**FUTURE LAND USE:** Suburban  
**DISTRICT:** 5  
**OVERLAY DISTRICT:** N/A  
**BCC MEETING DATE:** 12/06/2012

---

#### **SUBMISSION DATA:**

#### **REQUESTED REZONING:**

**FROM:** ID-CP, Commerce Park, District (cumulative).

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

#### **RELEVANT AUTHORITY:**

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

#### **CRITERION (1)**

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

Whether the proposed amendment is consistent with the Comprehensive Plan.

**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).

**FLU 1.3.1 Future Land Use Categories.** The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The minimum residential density is two dwelling units per acre and the maximum residential density is ten dwelling units per acre.

**FLU 1.5.3 New Development and Redevelopment in Built Areas.** To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage

redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

## **FINDINGS**

The proposed amendment to ID-2 is **consistent** with the intent and purpose of Future Land Use category Industrial as stated in CPP FLU 1.3.1. The FLU does allow for industrial type uses. The small scale amendment SSA-2012-03 was granted on November 1, 2012.

### **CRITERION (2)**

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

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

#### **LDC 6.05.17. ID-CP Commerce Park, District (cumulative)**

This district is intended to provide for relatively large scale light industrial commerce and business park areas. Uses located in this district are protected from adverse impacts of incompatible industrial and commercial uses. A high level of site design standards are required for review during the development review process. Refer to article 11 for uses, heights and densities allowed in ID-CP, commercial park areas located in the Airport/Airfield Environs. All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in article 7.

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

This district is intended to accommodate industrial uses which cannot satisfy the highest level of performance standards. It is designed to accommodate manufacturing, processing, fabrication, and other activities which can only comply with minimal performance standards. No residential development is permitted in this district, thereby insuring adequate area for industrial activities. Community facilities and trade establishments that provide needed services to industrial development also may be accommodated in this district. All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in article 7. Refer to article 11 for uses allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

##### **B. Permitted uses.**

1. Manufacturing or industrial uses permitted in the ID-1 light industrial district.
2. Asphalt plants.
3. Concrete plants.
4. Iron works.
5. Landfills.
6. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
7. Paper mills.
8. Refineries.
9. Rendering plants and slaughter houses.
10. Steel mills.
11. Solid waste transfer stations, collection points, and/or processing facilities.
12. Public utility and service structures.
13. Junkyards, salvage yards, and waste tire processing facilities.
14. Other uses similar to those listed herein. Recommendations on other permitted uses shall

be made by the planning board (LPA) and based on an application for such other use. Final determination shall be made by the BCC upon receipt of the planning board's (LPA's) recommendation.

**7.20.07. Industrial locational criteria (ID-CP, ID-1, ID-2).** New industrial development must meet the following locational criteria:

1. Industrial uses shall be located so that the negative impacts of industrial land uses on the functions of natural systems shall, as a first priority, be avoided. When impacts are unavoidable, those impacts shall be minimized.
2. Sites for industrial development shall be accessible to essential public and private facilities and services at the levels of service adopted in the Comprehensive Plan.
3. New industrial uses in the MU-1, AA-13, and AA-15 categories may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories. Industrial and MU-6 categories allow all types of industrial uses.
4. Sites for industrial uses shall be located with convenient access to the labor supply, raw material sources and market areas.
5. New industrial uses shall be located on parcels of land large enough to adequately support the type of industrial development proposed and minimize any adverse impacts upon surrounding properties. Compatibility of land uses shall be ensured consistent with Comprehensive Plan Policy 7.A.3.8.(FLU1.1.9)
6. These industrial locational criteria apply to those future land use categories where industrial development is permitted and does not provide or permit industrial land uses in those categories that do not provide for such uses. (Ord. No. 2005-22, § 3, 7-7-2005; Ord. No. 2009-35, § 4, 10-1-2009).

## **FINDINGS**

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code as stated in LDC 6.05.19. The parcel is adjacent to a principal arterial roadway and would meet the general commercial and manufacturing uses and standards as stated within the locational criteria requirements in LDC 7.20.07.

## **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 the surrounding existing uses in the area. There are industrial uses to the North and West of the property; the adjacent parcel zoned VR-1, immediately to the South, is owned by International Paper, which is currently in its natural state. Within the 500' radius impact area, staff observed properties with zoning districts ID-CP, ID-2, GBD and VR-1.

## **CRITERION (4)**

**Changed conditions.**

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

**FINDINGS**

The property owner was granted a small scale map amendment to modify the Future Land Use to Industrial. Staff found **no other changed** conditions that would impact the amendment or property(s).

**CRITERION (5)**

**Effect on natural environment.**

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

**FINDINGS**

According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the site plan review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

**CRITERION (6)**

**Development patterns.**

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

**FINDINGS**

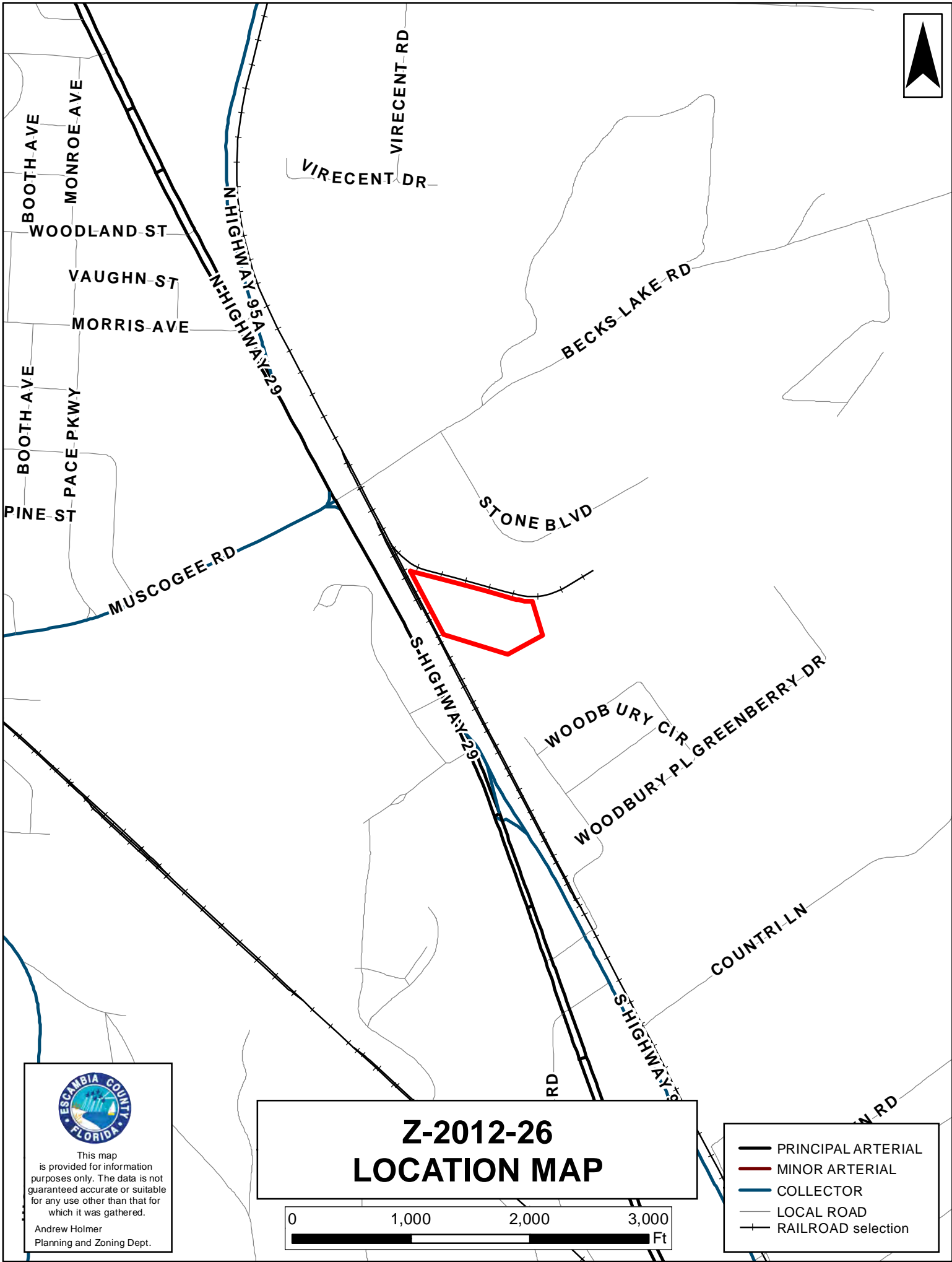
The proposed amendment **would result** in a logical and orderly development pattern. The approximately 9.3 acre parcel is abutting existing industrial type uses. The zoning designation and uses of the surrounding parcels are predominantly industrial in nature. The proposed rezoning request would promote the efficient use of the existing roads and infrastructure.

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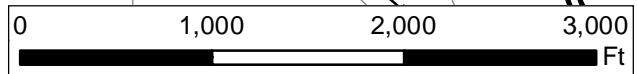
**Attachments**






Z-2012-26


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**Z-2012-26  
LOCATION MAP**

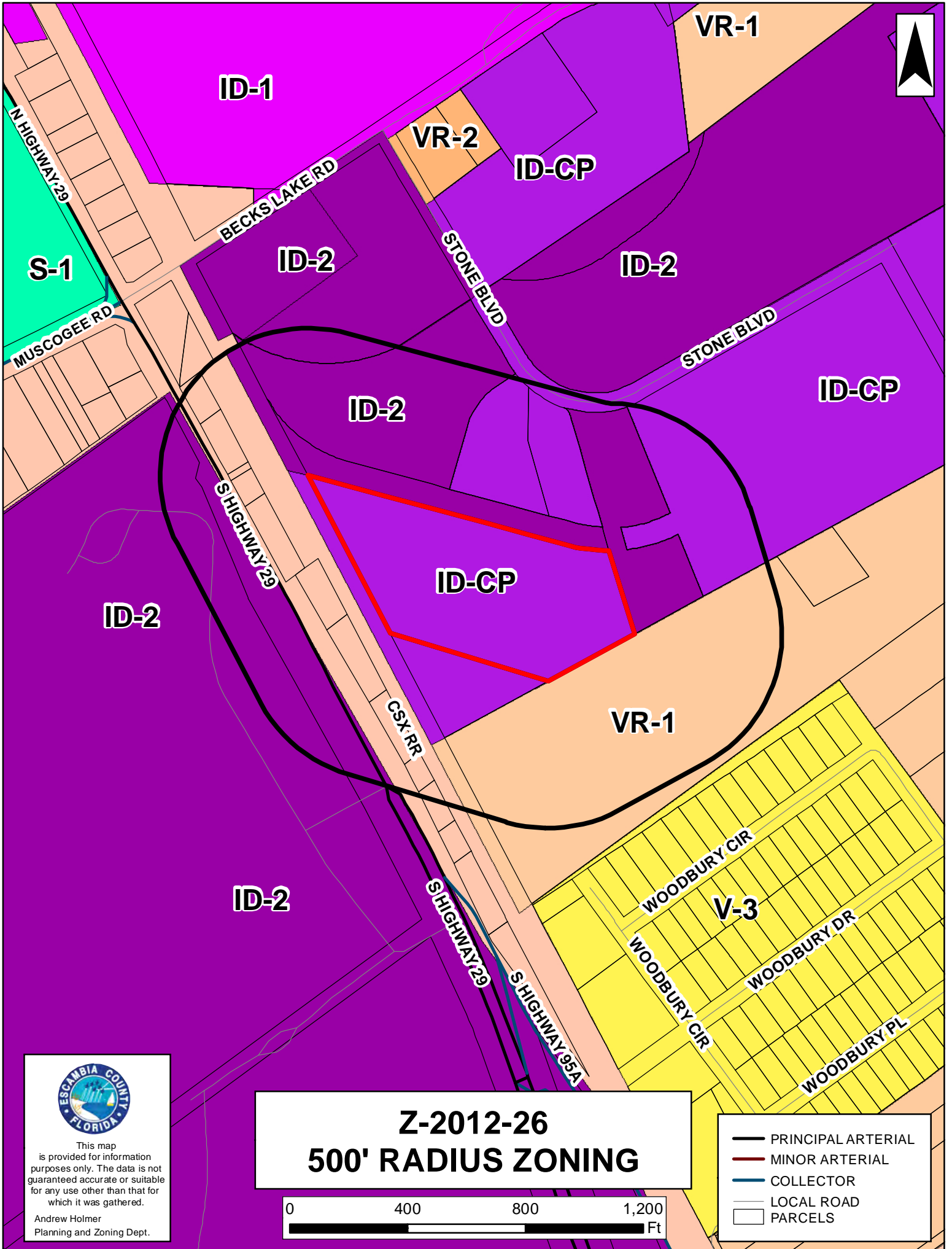


-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  RAILROAD selection

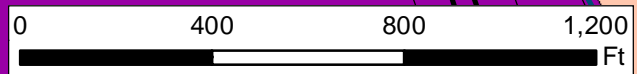


This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.


Andrew Holmer  
Planning and Zoning Dept.



**Z-2012-26**  
**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

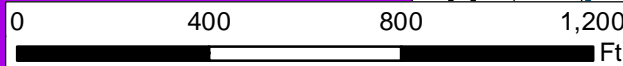
MU-S



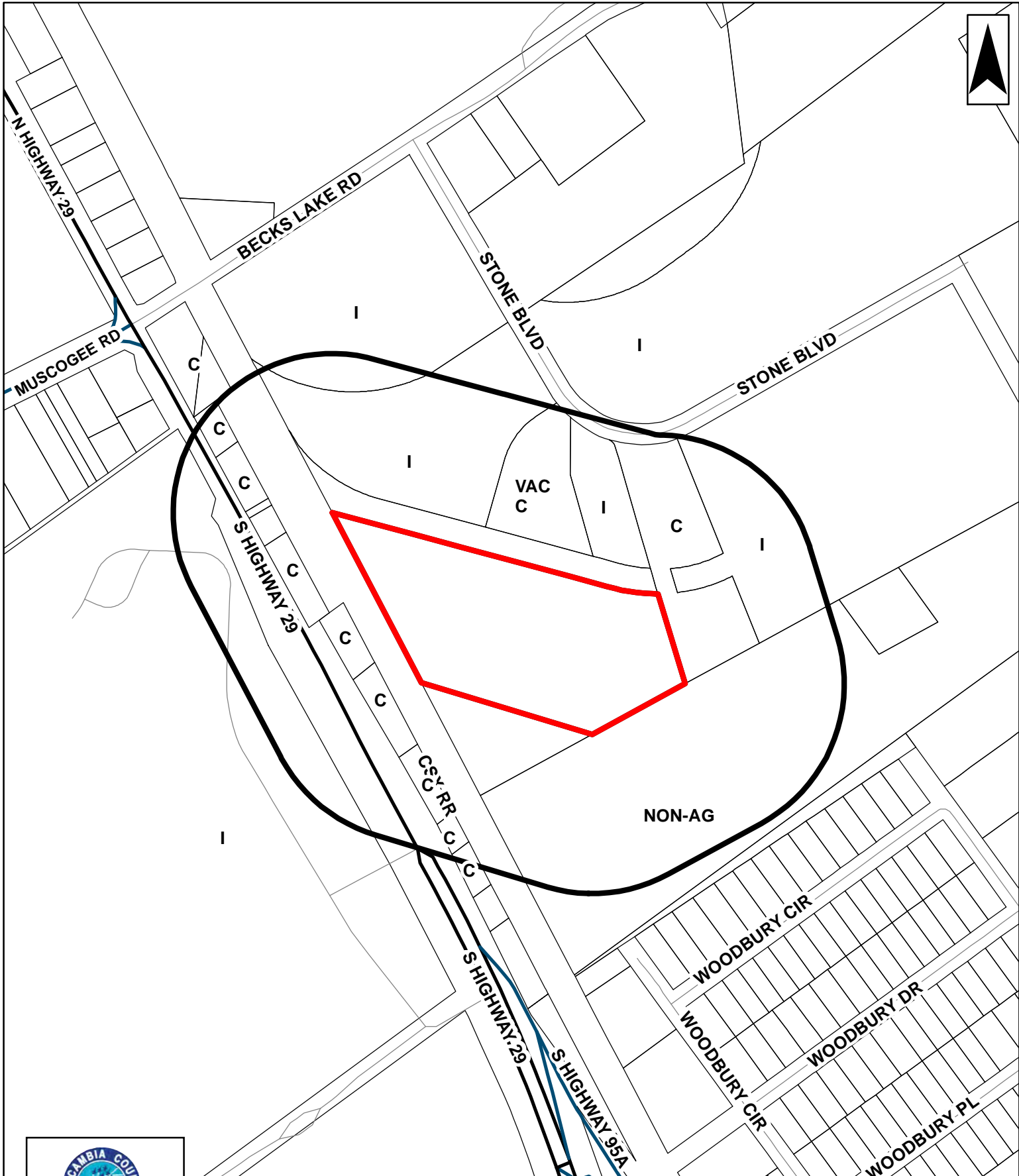
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Planning and Zoning Dept.

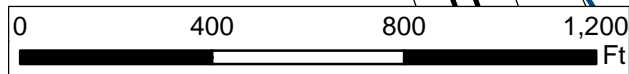
# Z-2012-26 FUTURE LAND USE









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



**Z-2012-26  
EXISTING LAND USE**



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



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Planning and Zoning Dept.





STONE BL

S. HIGHWAY-29









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Andrew Holmer  
Planning and Zoning Dept.

# Z-2012-26 AERIAL MAP



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

**SALE**  
Adam J. Metcalfe  
Commercial Real Estate Broker  
800-508-8317

 **NOTICE OF PUBLIC HEARING REZONING**

CASE NO.: Z-2012-26  
CURRENT ZONING: ID-CP PROPOSED ZONING: ID-2

**PLANNING BOARD**

DATE: 12/10/12 TIME: 8:30 am  
**LOCATION OF HEARING**  
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX  
3363 WEST PARK PLACE  
ROOM 104 BOARD MEETING ROOM

**BOARD OF COUNTY COMMISSIONERS**

DATE: 01/03/13 TIME: 5:45 pm  
**LOCATION OF HEARING**  
ESCAMBIA COUNTY GOVERNMENT CENTER  
221 PALAFOX PLACE  
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL  
DEVELOPMENT SERVICES AT 995-3475 OR VISIT  
[WWW.MYESCAMBIA.COM](http://WWW.MYESCAMBIA.COM)

PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF ESCAMBIA COUNTY

Public Hearing Sign



# NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2012-26  
CURRENT ZONING: ID-CP PROPOSED ZONING: ID-2

## PLANNING BOARD

DATE: 11/05/2012 TIME: 8:30 am

### LOCATION OF HEARING

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

## BOARD OF COUNTY COMMISSIONERS

DATE: 12/06/2012 TIME: 5:45 pm

### LOCATION OF HEARING

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

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

PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF ESCAMBIA COUNTY



**LOOKING NORTH**



**LOOKING NORTHEAST ALONG  
STONE BLVD**



**LOOKING NORTHWEST**



**LOOKING SOUTHWEST PROPERTY  
ACCESS**



**LOOKING NORTHWEST TO EXISTING STRUCTURE**





**LOOKING SOUTHWEST EXISTING  
STRUCTURE**

**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

October 3, 2012  
**VIA HAND DELIVERY**

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

**RE: Rezoning Request**  
**Property Parcel 14-1N-31-1001-007-002**  
**Address: 85 Stone Blvd.**  
**Current: ID-CP Desired: ID-2**

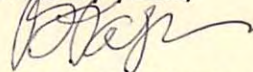
Dear Ms. Cain:

The attached application package requests consideration from the Planning Board to rezone the 9.9 acre reference site from ID-CP to ID-2. The site is located within an existing industrial park with existing infrastructure including water, sewer, three phase electric service, and most importantly, rail frontage.

The owner needs ID-2 zoning to allow his proposed use of processing heavy production machinery discarded from International Paper, Monsanto and other industrial sources that will deliver the product by rail to the site.

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

Sincerely yours,



Wiley C."Buddy" Page

Copy: 85 Stone, LLC



**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: IDCP to: ID-2

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

Owner(s) Name: 85 Stone, LLC Phone: 850.484.7977

Address: 8500 Fowler Avenue Pensacola, FL 32534 Email: mikeo@kjsupplyco.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: 85 Stone Boulevard Pensacola, Florida 32533

Property Reference Number(s)/Legal Description: 14-1N-31-1001-007-002

By my signature, I hereby certify that:

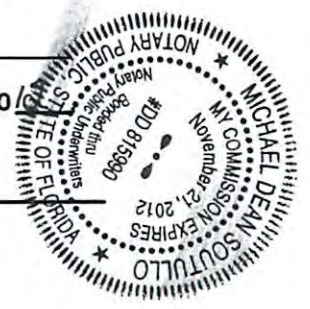
- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate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

[Signature] 85 Stone, LLC \_\_\_\_\_  
Signature of Owner/Agent Printed Name Owner/Agent Date

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

STATE OF FLORIDA COUNTY OF ESCAMBIA  
The foregoing instrument was acknowledged before me this 15 day of AUGUST 2012  
by MICHAEL ONELL

Personally Known  OR Produced Identification . Type of Identification Produced: \_\_\_\_\_  
[Signature] Michael Dean Soutullo  
Signature of Notary Printed Name of Notary  
(notary seal must be affixed)



**FOR OFFICE USE ONLY** CASE NUMBER: Z-2012-26  
Meeting Date(s): PB 11/5/BCC 12/6 Accepted/Verified by: A Cam Date: 10/31/12  
Fees Paid: \$4,050 Receipt #: \_\_\_\_\_ Permit #: PRZ12100027



**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

**For Rezoning Requests Only**

Property Reference Number(s): 14-1N-31-1001-007-002

Property Address: 85 Stone Boulevard Pensacola, Florida 32533

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

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

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

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

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

Signature of Property Owner

85 Stone, LLC  
Printed Name of Property Owner

Date

8/15/12

Signature of Property Owner

Printed Name of Property Owner

Date



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 85 Stone Boulevard Pensacola, Florida 32533
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:

- 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.

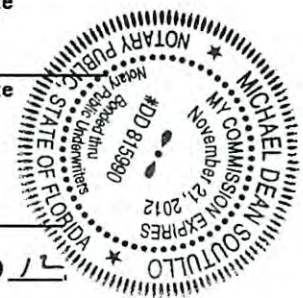
This Limited Power of Attorney is granted on this day of the year of,
and is effective until the Board of County Commissioners or the Board of Adjustment has
rendered a decision on this request and any appeal period has expired. The owner reserves the right to
rescind this Limited Power of Attorney at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

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

Signature of Property Owner 85 Stone, LLC Printed Name of Property Owner Date
Signature of Property Owner Printed Name of Property Owner Date

STATE OF FLORIDA COUNTY OF ESCAMBIA
The foregoing instrument was acknowledged before me this 15 day of AUGUST 20 12
by Michael ONTILL

Personally Known OR Produced Identification. Type of Identification Produced:
Signature of Notary Michael Dean Soutello Printed Name of Notary (Notary Seal)



# **Applicant Response to Required Criteria**

## **Stone Boulevard Rezoning**

### **CRITERION (1)**

#### **Consistency with the Comprehensive Plan**

##### **Whether the proposed rezoning is consistent with the Comprehensive Plan.**

**FLU 1.1.1 Development Consistency.** New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

**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 1.3.1 Future Land Use Categories.** Intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Residential uses include Retail and Services, Professional Office, Recreational Facilities and Public and Civic uses. Residential Minimum Density: 2 du/acre Maximum Density: 10 du/acre.

#### **Applicant Findings**

The proposed rezoning to ID-2 is consistent with both the stated purpose and intent of these citations. ID-2 zoning is existing and adjacent to the site. All required infrastructure including water, sewer, three phase electric service, roadways and a water retention pond are on site as the building and site were previously and still a part of the industrial park area.

### **CRITERION (2)**

#### **Consistent with the Land Development Code**

##### **Whether the proposed rezoning is in conflict with any portion of the Code and is consistent with the stated purpose and intent of the Code.**

#### **LDC 6.05.19. ID-2 general industrial district (noncumulative).**

A. Intent and purpose. This district is intended to accommodate industrial uses which cannot satisfy the highest level of performance standards. It is designed to accommodate manufacturing, processing, fabrication, and other activities which can only comply with minimal performance standards. No residential development is establishments that provide needed services to industrial development also may be accommodated in this district. All industrial development, redevelopment,

or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in article 7. Refer to article 11 for uses allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

**7.20.07. Industrial locational criteria (ID-CP, ID-1, ID-2).** New industrial development must meet the following locational criteria: 1. Industrial uses shall be located so that the negative impacts of industrial land uses on the functions of natural systems shall, as a first priority, be avoided. When impacts are unavoidable, those impacts shall be minimized. 2. Sites for industrial development shall be accessible to essential public and private facilities and services at the levels of service adopted in the Comprehensive Plan. 3. New industrial uses in the MU-1, AA-13, and AA-15 categories may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories. Industrial and MU-6 categories allow all types of industrial uses. 4. Sites for industrial uses shall be located with convenient access to the labor supply, raw material sources and market areas. 5. New industrial uses shall be located on parcels of land large enough to adequately support the type of industrial development proposed and minimize any adverse impacts upon surrounding properties. Compatibility of land uses shall be ensured consistent with Comprehensive Plan Policy 7.A.3.8.(FLU1.1.9) 6. These industrial locational criteria apply to those future land use categories where industrial development is permitted and does not provide or permit industrial land uses in those categories that do not provide for such uses.

#### **APPLICANT FINDINGS**

The rezoning request is consistent with the intent and purpose of the Land Development Code as stated in 6.05.19. The parcel is located within an existing industrial park with available rail service along one side. The site is located near the intersection of Becks Lake Road and Hwy 29 all of which is located across from the Cantonment site of International Paper Company.

#### **CRITERIA (3)**

**Compatible and the extent to which the proposed rezoning is compatible with existing and proposed uses in the area of the subject property.**

#### **APPLICANT FINDINGS**

The proposed rezoning is consistent with surrounding existing uses in the area. Property to the north and east of the site contains a dirt/ground asphalt area and a asphalt plant. Property uses to the south and west of the site are largely owned by the CSX Railroad Company.

#### **CRITERIA (4)**

**Changed conditions.**

**Whether and the extent to which there are any changed conditions that impact the rezoning of property(s).**

**APPLICANT FINDINGS**

There are no recent changed conditions in the area.

**CRITERIA (5)**

**Effect on natural environment.**

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

**APPLICANT FINDINGS**

A portion of the site is within a designated wellhead protection area which will require further review from the Emerald Coast Utilities Authority. As the site is totally built out, no other environmental impact is anticipated.

**CRITERIA (6)**

**Development Patterns**

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

**APPLICANT FINDINGS**

The proposed rezoning would result in a logical and orderly development pattern. The site abuts industrial uses as part of the exiting industrial park neighborhood.



Prepared By and  
When Recorded Return to:  
ALAN B. BOOKMAN of  
EMMANUEL SHEPPARD & CONDON, P.A.  
30 South Spring Street  
Pensacola, Florida 32502  
File ref: 07348-127374

**MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT  
AND ASSIGNMENT OF RENTS**

Between:

**85 STONE, LLC, a Florida limited liability company  
as "Mortgagor"**

and

**HANCOCK BANK,  
a Mississippi state chartered bank**

**as "Mortgagee"**

Loan Amount: **\$975,000.00**

Date: July 3, 2012

Mortgagor's FEIN: 45-5576572  
Mortgagor's Organizational ID No.: 112000065276

**FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$3,412.50 AND FLORIDA NON-  
RECURRING INTANGIBLE TAXES IN THE AMOUNT OF \$1,950.00 ARE BEING PAID UPON  
RECORDATION OF THIS MORTGAGE IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY,  
FLORIDA.**

**MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT  
AND ASSIGNMENT OF RENTS**

**THIS MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND  
ASSIGNMENT OF RENTS (as the same be amended, modified, restated, renewed, supplemented, increased or  
spread at any time or from time to time, the "Mortgage") is executed as of the 3rd day of July, 2012, by 85 STONE,  
LLC, a Florida limited liability company, having an address of 8500 Fowler Avenue, Pensacola, Florida 32534  
(whether one or more, the "Mortgagor" and, if more than one, the expression "Mortgagor" shall mean all  
mortgagors and each of them jointly and severally), to HANCOCK BANK, a Mississippi state chartered bank,  
having an address of 101 West Garden Street, Pensacola, Florida 32502 (together with any holder or holders of all or  
any part of the Secured Indebtedness (as defined below), the "Mortgagee").**

**ARTICLE ONE  
DEFINITIONS**

The following terms shall have the following meanings, unless the context clearly requires otherwise:

"**Access Laws**" shall mean the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*), as amended from time to time, the Fair Housing Amendments Act of 1988 (42 U.S.C. §§ 3601, *et seq.*), as amended from time to time, and all other federal, state or local laws, statutes, ordinances, rules, regulations, and orders relative to handicapped access.

"**Affiliate**" shall mean with respect to any Person, (i) any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, (1) such Person or (2) any general partner of such Person; (ii) any other Person 5% or more of the equity interest of which is held beneficially or of record by (1) such Person or (2) any general partner of such Person, and (iii) any general or limited partner or member of (1) such Person or (2) any general partner of such Person. "Control" means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relationship or otherwise.

"**Blocked Persons List**" shall mean the list of Specially Designated Nationals and Blocked Persons generated and maintained by OFAC, as it exists from time to time or at any time, together with any and all amendments or replacements thereto or thereof.

"**Code**" shall mean the Florida Uniform Commercial Code, as amended from time to time, Chapters 671 through 680, *Florida Statutes*.

"**Environmental Law**" shall mean any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Mortgaged Property, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9601 *et seq.*) ("CERCLA"), as amended from time to time, including without limitation, the Superfund Amendments and Reauthorization Act ("SARA"), and the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901, *et seq.*) ("RCRA"), as amended from time to time.

"**Event of Default**" shall have the meaning ascribed to said term in Section 5.01 hereof.

"**Executive Order 13224**" shall mean Executive Order No. 13224, 66 Fed. Reg. 49709 (Sept. 25, 2001), as well as any supplement, amendment or replacement thereto or thereof.

"**Fiscal Year**" shall mean each of the Mortgagor's fiscal years, ending on December 31<sup>st</sup> of each calendar year.

"**Force Majeure Event**" shall mean any act of God, act of war, enemy action, civil disturbance, strike or labor lockout, or failure or inability to secure materials by reason of priority or similar regulation or order of any governmental authority.

"**GAAP**" shall mean Generally Accepted Accounting Principles and procedures of accounting in the United States of America, applied on a consistent basis and as are applicable in the circumstances as of the date of any report required herein or as of the date of an application of such principles as required herein.

"**Hazardous Substance**" shall mean one or more of the following substances: (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, SARA, RCRA, the Toxic Substances Control Act, Federal Insecticide, Fungicide, and Rodenticide Act, and the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 *et seq.*), and in the regulations promulgated pursuant to said laws; (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or the United States

government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations; and (iv) any material, waste or substance which is: (a) asbestos; (b) polychlorinated biphenyls; (c) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 *et seq.* (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §1317); (d) petroleum or petroleum distillate; (e) explosives; (f) radioactive materials; or (g) lead based paint.

**"Improvements"** shall mean all buildings, structures and improvements now or in the future on the Land regardless of whether physically affixed thereto or severed or capable of severance therefrom.

**"Interest Rate Protection Agreement"** shall mean any agreement between Mortgagor [and/or Borrower] and Mortgagee or any Affiliate of Mortgagee now existing or hereafter entered into, which provides for an interest rate, currency, equity, credit or commodity swap, cap, floor or collar, spot or forward foreign exchange transaction, cross currency rate swap, currency option, any combination of, or option with respect to, any of the foregoing or any similar transactions, for the purpose of hedging Mortgagor's exposure to fluctuations in interest rates, exchange rates, currency, stock, portfolio or loan valuations or commodity prices (including any such or similar agreement or transaction entered into by Mortgagee or any Affiliate thereof in connection with any other agreement or transaction between Mortgagor and Mortgagee or any Affiliate thereof).

**"Land"** shall mean the tract of real property described upon Exhibit "A" attached hereto.

**"Leases"** shall mean all present and future leases and agreements, written or oral, for the use or occupancy of any portion of the Mortgaged Property, and any renewals, extensions or substitutions thereof and any and all subleases thereunder.

**"Loan Documents"** shall mean the Note, and this Mortgage, together with all documents, agreements, certificates, affidavits, loan agreements, security agreements, mortgages, collateral pledge agreements, assignments and contracts representing, evidencing or securing any or all of the Secured Indebtedness or executed in connection therewith, now or at any time, as the same may be amended, modified, restated, renewed or supplemented at any time or from time to time.

**"Mortgaged Property"** shall mean: (i) the Land and (a) the Improvements; (b) all estates, interests, licenses, rights and titles of Mortgagor in and to or benefiting the Land; (c) all easements, rights-of-way, estates, interests, rights and titles, if any, all streets, ways, alleys, passages, sewer rights, all of Mortgagor's right, title and interest in and to all plans and specifications, options, governmental approvals, permits, development rights, impact fee credits of any kind, water and sewer taps and sewer tap credits, and all other appurtenances whatsoever, in any way belonging, relating or appertaining to the Land including all present or future roads and sidewalks, in front of, or adjoining, the Land, and in and to any strips or gores of real estate adjoining the Land; (d) all passages, waters, water rights, water courses, riparian rights, other rights appurtenant to the Land including all mineral, oil and gas rights appurtenant to said Land, as well as any after-acquired title, franchises or licenses, and the reversions and remainders thereof; and (e) all estates, easements, concessions, interests, rights and titles appurtenant or incident to the foregoing; and (f) the Personal Property; and (g) all other estates, easements, interests, rights and titles which Mortgagor now has, or at any time hereafter acquires, in and to the Land, the Improvements, the Personal Property, and all property which is used or useful in connection therewith, including without limitation (i) all proceeds payable in lieu of or as compensation for loss or damage to any of the foregoing; (ii) all awards for a taking or for degradation of value in any eminent domain proceeding involving any of the foregoing; and (iii) the proceeds of any and all insurance (including without limitation, title insurance) covering the Land, the Improvements, the Personal Property, and any of the foregoing.

**"Note"** shall mean Promissory Note, dated the same date as this Mortgage in the principal amount of \$975,000.00, payable to the order of Mortgagee, and providing a final maturity date of June 3, 2027 as the same may be amended, modified, restated, supplemented, renewed, decreased, increased or replaced at any time or from time to time.]

**"Obligor"** shall mean Mortgagor, any guarantor, surety, endorser, partner in Mortgagor (if a partnership or joint venture) or other party directly or indirectly obligated, primarily or secondarily, for any portion of the Secured Indebtedness.

**"Obligations"** shall mean (i) any and all of the indebtedness, liabilities, covenants, promises, agreements, terms, conditions, and other obligations of every nature whatsoever, whether joint or several, direct or indirect, absolute or contingent, liquidated or unliquidated, of [Mortgagor][Borrower] or any other Obligor to Mortgagee, evidenced by, secured by, under and as set forth in the [Note][Guaranty], this Mortgage and the other Loan Documents; (ii) any and all other indebtedness, liabilities and obligations of every nature whatsoever (whether or not otherwise secured or to be secured) of [Mortgagor][Borrower] or any other Obligor (whether as maker, endorser, surety, guarantor or otherwise) to Mortgagee or any of Mortgagee's Affiliates, whether now existing or hereafter created or arising or now owned or howsoever hereafter acquired by Mortgagee or any of Mortgagee's Affiliates, whether such indebtedness, liabilities and obligations are or will be joint or several, direct or indirect, absolute or contingent, liquidated or unliquidated, matured or unmatured; (iii) any and all future advances under this Mortgage; (iv) any and all of the indebtedness, liabilities, covenants, promises, agreements, terms, conditions, and other obligations of any nature whatsoever, whether joint or several, direct or indirect, absolute or contingent, liquidated or unliquidated, of [Mortgagor][Borrower] or any other Obligor to Mortgagee or any of Mortgagee's Affiliates under any Interest Rate Protection Agreements, including, without limitation, any and all unpaid accrued payments due Mortgagee or any of Mortgagee's Affiliates, under any Interest Rate Protection Agreement, and/or the present value of future benefits lost by Mortgagee's or any of Mortgagee's Affiliates' nonreceipt of future payments in excess of corresponding future liabilities under any Interest Rate Protection Agreement; (v) any advances that Mortgagee may make to preserve or protect the Mortgaged Property or Mortgagee's interest therein; and (vi) all expenses and costs, including without limitation attorneys' fees, incurred by Mortgagee in the preparation, execution, or enforcement of any document relating to any of the foregoing.

**"OFAC"** shall mean the Office of Foreign Assets Control of the United States Treasury Department or any successor.

**"Organizational Documents"** shall mean, as to any Person which is not a natural person, the documents and/or instruments creating and/or governing the formation or operation of such Person, including without limitation such documents required to be filed with any governmental authority having jurisdiction over the creation or formation of such Person and including without limitation, articles of incorporation, bylaws, shareholder agreements, voting trust agreements, articles of organization, operating agreements, management agreements, certificates of limited partnership, partnership agreements, statements of qualification, trust agreements or indentures or other agreements or instruments as appropriate for such Person.

**"Patriot Act"** shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended at any time or from time to time.

**"Permitted Exceptions"** shall mean the exceptions to title described upon Exhibit "B" attached hereto.

**"Person"** shall mean any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof, or any other form of entity.

**"Personal Property"** shall mean the following, now owned or hereafter acquired by Mortgagor, and all accessories, attachments, additions, replacements, substitutes, products, proceeds, and accessions thereto or thereof: (i) all Rents and Leases; (ii) all other income or revenues of any kind now or hereafter derived from the operation of the Land and/or the Improvements, including without limitation overnight or other room rental charges, service fees and charges, and other fees for the use of all or any portion of the Mortgaged Property or any facilities thereon, or services provided thereon or therein, (iii) all general intangibles relating to the development or use of the Land and/or Improvements, including but not limited to all governmental permits relating to construction on the Land and/or, all names under or by which the Land and/or Improvements may at any time be operated or known, and all rights to carry on the business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Land and/or Improvements; (iv) all water rights relating to the Land and/or Improvements that is owned by Mortgagor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Land and/or Improvements; (v) all insurance proceeds, surveys, plans and specifications, drawings, permits, warranties, guaranties, deposits, prepaid expenses, contract rights, and general intangibles now, or hereafter related to, any of

the Land and/or Improvements; all property, personal or otherwise, at any time attached to or incorporated into or used in or about the Land and/or Improvements, including, without limitation, all fixtures, building materials, inventory, furniture, appliances, furnishings, goods, equipment, and machinery and all other tangible personal property affixed, attached or related to such property or used in connection therewith; and all proceeds and claims arising on account of any damage to or taking of the Land and/or Improvements or any part thereof, and all causes of action and recovery for any loss or diminution in the value of the Land and/or Improvements and all rights of the Mortgagor under any policy or policies of insurance covering the Land and/or Improvements or any Rents relating to the Land and all proceeds, loss payments and premium refunds which may become payable with respect to such insurance policies.

"Prohibited Person" shall mean a Person who at any time: (i) is listed in the Annex to Executive Order 13224, (ii) listed on the Blocked Persons List; (iii) is a Person with whom Mortgagee is prohibited from doing business or entering into any transaction with pursuant to any law, regulation or order relating to terrorism or money laundering, including without limitation Executive Order 13224; or (iv) is an Affiliate of, or is controlled by, any Person described in clauses (i), (ii) and (iii) preceding.

"Rents" shall mean the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Mortgagor may now or hereafter become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property, or any part thereof, including, without limitation, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges (including monthly rental for parking spaces), tax and insurance premium contributions, and liquidated damages following default, premiums payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering the loss of rent resulting from destruction or damage to the Mortgaged Property which renders the Mortgaged Property unfit for occupancy by a tenant, together with any and all rights and claims of any kind which Mortgagor may have against any lessee or against any other occupants of the Mortgaged Property.

"Secured Indebtedness" shall mean: (i) all principal, interest, late charges, fees, premiums, expenses, obligations and liabilities of Mortgagor to Mortgagee arising pursuant to or evidenced or represented by the Note; (ii) all Obligations; and (iii) any and all renewals, increases, extensions, modifications, rearrangements, or restatements of the Note or all or any part of the loans, advances, future advances, indebtednesses, liabilities, and obligations described or referred to herein together with all costs, expenses, and attorneys' fees incurred in connection with the enforcement or collection thereof.

## ARTICLE TWO GRANT; WARRANTY OF TITLE

For good and valuable consideration, including the loan evidenced by the Note, and in order to secure the Secured Indebtedness, Mortgagor does hereby **GRANT, BARGAIN, SELL, TRANSFER, ASSIGN, MORTGAGE, AND CONVEY** unto Mortgagee, and Mortgagee's successors and assigns, the Mortgaged Property, subject to the Permitted Exceptions, **TO HAVE AND TO HOLD** the Mortgaged Property, together with all and singular the rights, hereditaments, and appurtenances thereto, for the use and benefit of Mortgagee. Mortgagor for Mortgagor and Mortgagor's successors, hereby agrees to warrant and forever defend, all and singular, good and marketable unencumbered fee simple title to the Mortgaged Property unto Mortgagee, and Mortgagee's successors or assigns, forever, against every person whomsoever lawfully claiming, or to claim, the same or any part thereof, *subject, however*, to the Permitted Exceptions. The foregoing warranty of title shall survive the foreclosure of this Mortgage and shall inure to the benefit of and be enforceable by any person who may acquire title to the Mortgaged Property pursuant to such foreclosure.

## ARTICLE THREE REPRESENTATIONS AND WARRANTIES AND COVENANTS

3.01 **Representations and Warranties.** Mortgagor represents and warrants to Mortgagee as follows:

(a) *Authority, etc.* Mortgagor is a limited liability company duly formed, validly existing and in good standing under the laws of its state of organization and its Organizational Documents and is duly qualified to transact business within the State of Florida; Mortgagor has all requisite power and authority to own, lease and operate its properties, including without limitation the Mortgaged Property; Mortgagor has full and lawful authority and power to execute, acknowledge, deliver, and perform this Mortgage and the other Loan Documents and the Loan Documents constitute the legal, valid, and binding obligations of Mortgagor and any other party thereto, enforceable against Mortgagor and such other parties in accordance with their respective terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting creditors' rights generally; and neither the execution and delivery of the Loan Documents, nor performance of or compliance with the terms thereof, will contravene or conflict with any law, statute or regulation to which Mortgagor is subject or any judgment, license, order or permit applicable to Mortgagor or any Organizational Document, indenture, mortgage, agreement or other instrument to which Mortgagor is a party or by which Mortgagor or the Mortgaged Property may be bound or subject.

(b) *Mortgagor's Location.* Mortgagor's principal place of business, chief executive office, location of its account records, mailing address and address for notices hereunder is set forth in the preamble hereof.

(c) *Title.* Mortgagor is the owner of good and marketable title to the Mortgaged Property, subject only to the Permitted Exceptions; Mortgagor has not previously sold, assigned, transferred or granted a lien or encumbrance in, and no liens or encumbrances exist in, the Mortgaged Property, or any part thereof.

(d) *Access.* The Mortgaged Property has full and free access to and from publicly dedicated streets and utilities' services and connections as are necessary for the occupancy and operation thereof.

(e) *Conflicts.* Neither the execution and delivery of the Loan Documents, nor consummation of any of the transactions therein contemplated, nor compliance with the terms and provisions thereof, will contravene or conflict with any provision of law, statute or regulation to which Mortgagor is subject or any judgment, license, order or permit applicable to Mortgagor or any indenture, mortgage, deed of trust, agreement or other instrument to which Mortgagor is a party or by which Mortgagor or the Mortgaged Property may be bound, or to which Mortgagor or the Mortgaged Property may be subject.

(f) *Information Provided.* All reports, statements, financial statements, cost estimates and other data, furnished by or on behalf of Mortgagor or any other Obligor including, without limitation, any maps of survey, plans and specifications, and commitments for title insurance are true and correct in all material respects.

(g) *Defaults.* No event has occurred and is continuing which constitutes an Event of Default or would, with the lapse of time or giving of notice or both, constitute an Event of Default.

(h) *Taxes.* All taxes, assessments and other charges levied against the Mortgaged Property and currently payable have been paid in full.

(i) *Leases.* Mortgagor has duly and punctually performed all and singular its obligations under any existing Leases up to the date hereof and, to Mortgagor's knowledge, no default currently exists under any such existing Lease.

(j) *Commercial Loan.* The Secured Indebtedness constitutes a contract under which credit is extended for business, commercial, investment, or other similar purpose, and is not for personal, family, household or agricultural use.

(k) *No Casualty.* The Mortgaged Property is not now damaged or injured as a result of any casualty.

(l) *Priority of Security Interest.* The security interests created pursuant to the terms of this Mortgage and the other Loan Documents (to the extent that they create security interests) are valid and subsisting security interests constituting first priority security interests in and to the collateral identified therein, subject to the Permitted Exceptions, all as more fully provided in the Loan Documents.

(m) *Zoning.* The Mortgaged Property is shown on the applicable zoning map as being zoned for a classification that permits the use of the Improvements and, except as expressly disclosed to Mortgagee in writing as of the date hereof, there are no conditional governmental permits relating to the use of the Mortgaged Property or any such Improvements.

(n) *Permits.* Except as expressly disclosed to Mortgagee in writing as of the date hereof, Mortgagor has obtained, and paid the fees for, all governmental permits and licenses necessary for the [use and operation of the Mortgaged Property.

(o) *Compliance with Governmental Regulations.* There are no material violations of governmental laws or regulations that pertain to the Mortgaged Property, and the existing Improvements, do not violate any applicable building, fire or zoning codes or regulations of any governmental agencies having jurisdiction thereof or any restrictive covenants applicable thereto.

(p) *No Adverse Change.* There has been no material adverse change in the financial condition of the Mortgagor or any Obligor since the date of application for the loan evidenced by the Note, nor has any portion of the Mortgaged Property been taken by eminent domain or condemned.

(q) *No Possessory Interests.* No Person has any possessory interest in the Mortgaged Property or right to occupy any portion thereof.

(r) *Legal Proceedings.* There are no claims, suits or other legal proceedings, pending or, to the actual knowledge of Mortgagor, on the date hereof, threatened against Mortgagor before any court or tribunal, which, if adversely determined, could (1) result in a judgment in money damages, or a fine or penalty against Mortgagor or the Mortgaged Property, (2) impair Mortgagor's ability to perform its obligations under the Loan Documents, (3) impair Mortgagor's ability to use or occupy any Improvements, or (4) reduce Mortgagor's income.

(s) *Utilities.* All utilities required by law or required for use and operation of the Mortgaged Property are available in sufficient capacity to meet the needs of the Improvements, and all lines for such utilities run either from publicly dedicated streets or, in the event they run through or over private property, there exist properly recorded easements which run with the land within which same run.

(t) *Access Laws.* The Improvements are in compliance with all Access Laws applicable to the Mortgaged Property and access therefrom is available from publicly dedicated streets or, in the event such access is gained through or over private property, there presently exist properly recorded easements that run with the Land.

(u) *Bankruptcy.* There are no actions, whether voluntary or involuntary, pending or threatened under the United States Bankruptcy Code in which Mortgagor or any Obligor is a "debtor".

(v) *Financial and Other Information.* All financial information furnished to Mortgagee with respect to Mortgagor, any guarantor, or the Mortgaged Property (a) is complete and correct in all material respects, (b) accurately presents the financial condition of such Persons as of the respective dates thereof and (c) has been prepared in accordance with GAAP, or in accordance with such other principles or methods as are reasonably acceptable to Mortgagee. All other documents and information furnished to Mortgagee with respect to such Persons are correct in all material respects and complete insofar as completeness is necessary to give Mortgagee an accurate knowledge of their subject matter. Such Persons have no material liability or contingent liability not disclosed to Mortgagee in writing and there is no material lien, claim, charge or other right of others of any kind (including liens or retained security titles of conditional vendors) on any property of such Persons not disclosed in such financial statements or otherwise disclosed to Mortgagee in writing.

(w) *Patriot Act.* No Obligor is a Prohibited Person and each Obligor is in full compliance with all applicable, orders, rules, or regulations promulgated under or in connection with Executive Order 13224 and/or the Patriot Act.

(x) *Tax Liability.* Mortgagor has filed all required federal, state and local tax returns and has paid all taxes due (including interest and penalties, but subject to lawful extensions disclosed to Mortgagee in writing) other

than taxes being promptly and actively contested in good faith and by appropriate proceedings. Mortgagor is maintaining adequate reserves for tax liabilities (including contested liabilities) in accordance with generally accepted accounting principles or in accordance with such other principles or methods as are reasonably acceptable to Mortgagee.

3.02 **Covenants.** So long as this Mortgage shall remain in effect, Mortgagor covenants and agrees with Mortgagee as follows:

(a) *Payment of Obligations.* Mortgagor shall pay [or cause Borrower to pay] as and when due all amounts owing on the Obligations, including without limitation the Secured Indebtedness.

(b) *Other Loan Documents.* Mortgagor shall perform [or cause Borrower to perform] all covenants, agreements and undertakings required of Mortgagor under the other Loan Documents, as and when required thereunder.

(c) *Taxes.* Mortgagor shall pay, prior to delinquency, all taxes and assessments as to any of the Mortgaged Property, and shall furnish to Mortgagee (not later than ten (10) days prior to the date upon which such taxes or assessments would become delinquent) evidence satisfactory to Mortgagee of the timely payment of such taxes and assessments [ *provided, however,* Mortgagor shall not be required to pay any such tax or assessment if and so long as the amount, applicability or validity thereof is being contested in good faith by appropriate legal proceedings and a bond has been posted in form and substance acceptable to Mortgagee, or if acceptable to Mortgagee in the alternative, appropriate cash reserves therefor have been deposited with Mortgagee, in each case, in an amount equal to the amount being contested plus a reasonable additional sum as determined by Mortgagee to cover costs, legal fees and expenses, interest and penalties.

(d) *Insurance.*

(i) Type and Amounts. Mortgagor shall maintain or cause to be maintained, to promptly pay, on or before the same becoming due, all premiums relative to, shall provide Mortgagee with evidence of such coverages as Mortgagee shall require with respect to, and shall name Mortgagee as an additional insured, loss payee and/or mortgagee, as appropriate, under, the following policies of insurance as and when required below, which must be carried with insurers approved by and acceptable to Mortgagee, in its sole discretion: (i) an "all risk" policy of insurance insuring against loss or damage by fire, casualty and other hazards as now are or subsequently may be covered by an "all risk" policy of insurance including, without limitation, riot and civil commotion, vandalism, malicious mischief, burglary and theft, lightning, hail, windstorm, and explosion; (ii) comprehensive general public liability insurance covering occurrences that may arise in the Mortgaged Property, including broad form property damage, blanket contractual and personal injuries (including death resulting therefrom), and containing minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (iii) if any of the Mortgaged Property is located in an area designated as a special flood hazard area, insurance against flood hazards in the maximum amounts available under the National Flood Insurance Program; insurance covering loss of rents and/or business interruption with respect to the Mortgaged Property in an amount equal to the aggregate annual amount of all rentals or other income derived from the operation of the Mortgaged Property for a period of not less than one (1) year from the date of casualty; and (vi) such other coverages as Mortgagee may from time to time or at any time require. All policies of insurance required hereunder shall be satisfactory in form and substance to Mortgagee and shall be approved by Mortgagee as to amounts, form, risk coverage, deductibles, loss payees and insureds.

(ii) Requirements as to Policies. All policies of insurance required hereunder are (1) to be issued by companies approved by Mortgagee and either licensed to transact business in the State of Florida, or obtained through a duly authorized surplus line insurance agent or otherwise in conformity with the laws of such state, with a claims paying ability rating of "A" or better by Standard & Poor's Ratings Group or a rating of "[A:X]"<sup>1</sup> or better in the current Best's Insurance Reports, (2) to contain the standard New York mortgage non-contribution clause naming Mortgagee as the Person to which all payments made by such

<sup>1</sup> Adjust per lender requirements.



insurer shall be paid, (3) to be maintained so long as the Secured Indebtedness remains unpaid without cost to Mortgagee, and (4) to provide that Mortgagee shall receive at least thirty (30) days prior written notice of any modification, termination or cancellation.

(iii) Delivery of Policies. Mortgagor shall cause the originals or duplicate originals of each policy required hereunder to be delivered to Mortgagee.

(iv) Payment of Premiums. Mortgagor shall pay, or cause to be paid, all insurance premiums at least thirty (30) days before such premiums become due and shall furnish Mortgagee satisfactory proof of such timely payments and shall deliver all renewal policies to Mortgagee at least thirty (30) days prior to the expiration of each expiring policy.

(v) Review of Values. Upon the written request of Mortgagee, Mortgagor shall increase the amount of insurance covering the Mortgaged Property to its then full insurable value.

(e) Notice of Casualty. Mortgagor shall immediately deliver written notice to Mortgagee of any casualty loss affecting the Mortgaged Property that would cost more than \$25,000.00 to repair or replace.

(f) Compliance with Laws. Mortgagor shall comply with all governmental laws, ordinances, rules, and regulations applicable to the Mortgaged Property and its ownership, use, and operation, and shall comply with all, and not violate any, easements, restrictions, agreements, covenants, and conditions with respect to or affecting the Mortgaged Property, or any part thereof.

(g) Condition of Mortgaged Property. Mortgagor shall maintain, preserve, and keep the Mortgaged Property in good repair and condition at all times and from time to time. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof. Except as otherwise provided in this Mortgage, no part of the Improvements shall be removed, demolished or altered, without the prior written consent of Mortgagee. Mortgagor shall have the right, without such consent, to remove and dispose of free from the lien of this Mortgage any part of the Improvements as from time to time may become worn out or obsolete, provided that such Improvements shall be replaced with other Improvements of equal utility and of a value at least equal to that of the replaced Improvements.

(h) Payments for Labor and Materials. Mortgagor shall pay promptly all bills for labor, materials and equipment incurred in connection with the Mortgaged Property, and shall never permit to be fixed against the Mortgaged Property, or any part thereof, any lien, even though inferior to the liens and security interests hereof, for any such bill which may be legally due and payable; *provided, however*, Mortgagor shall not be required to pay any such bill if the amount, applicability or validity thereof is being contested in good faith by appropriate legal proceedings and Mortgagor has furnished to Mortgagee a bond in form and substance acceptable to Mortgagee with corporate surety satisfactory to Mortgagee, or other security satisfactory to Mortgagee, and sufficient such that the contested lien shall be transferred from the Mortgaged Property to such bond.

(i) Further Assurances. Mortgagor shall execute and deliver forthwith to Mortgagee, at any time and from time to time upon request by Mortgagee, any and all additional instruments (including, without limitation, deeds of trust, mortgages, security agreements, assignments, and financing statements) and further assurances, and to do all other acts and things at Mortgagor's expense, as may be necessary or proper, in Mortgagee's reasonable opinion, to effect the intent of these presents, to more fully evidence and to perfect, the rights, titles and Liens, herein created or intended to be created hereby and to protect the rights of Mortgagee hereunder.

(j) Prohibition Against Liens. Without the prior written consent of Mortgagee, Mortgagor shall not create, incur, permit or suffer to exist in respect of the Mortgaged Property, or any part thereof, any other or additional lien on a parity with or superior or inferior to the liens and security interests hereof; *provided, however*, if any such lien now or hereafter affects the Mortgaged Property or any part thereof, Mortgagor covenants to timely perform all covenants, agreements and obligations required to be performed under or pursuant to the terms of any instrument or agreement creating or giving rise to such lien.

(k) *Conveyance; Due On Sale.* Without the prior written consent of Mortgagee, in Mortgagee's sole and absolute discretion (*i.e.*, such consent may be withheld for any reason or for no reason whatsoever), Mortgagor shall not sell or otherwise alienate or dispose of (which shall include any installment sales contract or agreement for deed, lease-option agreement, ground lease, or lease under which the tenant does not occupy any portion of the Mortgaged Property) the Mortgaged Property, or any part thereof, nor shall it permit the sale, transfer, assignment, pledge, encumbrance, or other disposition of any interest in Mortgagor or the right to receive distributions or profits from Mortgagor or the Mortgaged Property, or the change in control in Mortgagor or any Person comprising Mortgagor that results in a material change in the identity of the Person(s) in control of such entity. The foregoing shall include, without limitation, any transfer of any portion of the Mortgaged Property into an entity formed by or for Mortgagor for "estate planning" or succession purposes. In the event of the violation of any of the foregoing, Mortgagee may, at its election, declare the entire Secured Indebtedness to be immediately due and payable, without notice to Mortgagor (which notice Mortgagor hereby expressly waives); and upon such declaration, the entire Secured Indebtedness shall be immediately due and payable, anything contained in any Loan Document to the contrary notwithstanding, and the Mortgagee shall have such options as are provided herein and the Loan Documents. Mortgagee shall not be required to demonstrate any actual impairment of its security in order to exercise such option. The provisions hereof shall be operative with respect to, and be binding upon, any Persons who shall acquire any part or interest in or encumbrance upon the Mortgaged Property, or any interest in the Mortgagor. Any waiver by the Mortgagee of the provisions hereof shall not be a waiver of the right of the Mortgagee in the future to insist upon strict compliance with the provisions hereof.

(l) *Financial Reporting.* [Mortgagor shall deliver to Mortgagee, within one hundred twenty (120) days after the end of each of Mortgagor's Fiscal Years, audited financial statements prepared by Mortgagor's certified public accountant and otherwise in form acceptable to, and as required by, Mortgagee, together with all supporting schedules, together with financial and other information relative to the Mortgaged Property to consist at a minimum of a balance sheet as of the end of each of Mortgagor's Fiscal Years and a statement of profit and loss for operations of the Mortgaged Property, together with an annual rent roll for the Mortgaged Property, in such form as Mortgagee shall require consistent with GAAP [or other standard acceptable to Mortgagee] applied on a consistent basis certified to Mortgagee by certified public accountant. Additionally, Mortgagor shall provide to Mortgagee within one hundred twenty (120) days of the end of each of Mortgagor's Fiscal Years, or if an extension is filed, within thirty (30) days of the date of filing thereof, but not later than November 1 in any event, copies of its then current certified public accountant prepared federal income tax returns together with all exhibits and schedules thereto. The financial statements shall include, among other things, detailed information regarding (i) any other Person in which Mortgagor is the majority owner and (ii) any Person in which Mortgagor is not the majority owner, but for which Mortgagor is directly or contingently liable on debts or obligations of any kind incurred by any such Person.

(m) *Additional Reports and Information.* Mortgagor shall also deliver to Mortgagee, in form and substance reasonably satisfactory to Mortgagee and within ten (10) days of Mortgagee's request therefor from time to time, (a) copies of all financial statements and reports that Mortgagor sends to its shareholders (if Mortgagor is a corporation), its partners (if Mortgagor is a partnership or joint venture) or to its members (if Mortgagor is a limited liability company), (b) copies of all reports which are available for public inspection or which Mortgagor is required to file with any governmental authority, and (c) all other information relating to Mortgagor, the Mortgaged Property or the Secured Indebtedness reasonably required by Mortgagee from time to time.

(n) *Tax on Liens.* If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Mortgage, or upon any rights, titles, liens, or security interests created hereby, or upon the Secured Indebtedness, or any part thereof, Mortgagor shall pay immediately all such taxes to the extent permitted by law; provided that, if it is unlawful for Mortgagor to pay such taxes, then Mortgagor shall, if Mortgagee so requires, prepay the Secured Indebtedness in full within sixty (60) days after demand therefor by Mortgagee.

(o) *Inspections.* During all business hours, Mortgagor shall allow any representative of Mortgagee to inspect the Mortgaged Property, and all books and records of Mortgagor, and to make and take away copies of such books and records. Mortgagor shall maintain complete and accurate books and records in accordance with good accounting practices.

(p) *Removal of Personalty.* Mortgagor shall not cause or permit any of the Personal Property to be removed from Mortgaged Property, except items of Personal Property which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to, or greater than, the replaced items when new.

(q) *Expenses.* Mortgagor shall promptly pay and hold Mortgagee harmless from all appraisal fees, survey fees, recording fees, abstract fees, title policy fees, escrow fees, inspection fees, attorneys' fees, and all other costs of every kind incurred by Mortgagee in connection with the Secured Indebtedness, the collection thereof and the exercise by Mortgagee of its rights and remedies hereunder and under the other Loan Documents. Additionally, Mortgagor agrees to reimburse Mortgagee of the cost of periodic field examinations of the Mortgagor's books and records at such intervals as Mortgagee may require.

(r) *Mortgagee's Right to Make Certain Payments.* In the event Mortgagor fails to pay and/or discharge the taxes, assessments, liens, levies, liabilities, obligations and encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid or fails to repair the Mortgaged Property as herein agreed, Mortgagee is hereby authorized at its election to pay and/or discharge, the taxes, assessments, liens, levies, liabilities, obligations and encumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repairs, without any obligation on its part to determine the validity and/or necessity thereof, and without Mortgagee waiving or affecting any option, lien, equity or right under or by virtue of this Mortgage. The full amount of each and every such payment made by the Mortgagee shall be secured by this Mortgage and become immediately due and payable by Mortgagor and shall bear interest from date thereof until paid at the default rate set forth in the Note and together with such interest. Nothing herein contained shall be deemed as requiring Mortgagee to advance or spend monies for any of the purposes mentioned in this paragraph.

(s) *Obligations Under Personal Property; Governmental Approvals; and Contracts.* Mortgagor shall perform fully all obligations imposed upon Mortgagor by the agreements and instruments constituting part of the Personal Property (including, without limitation, the Leases), all governmental approvals, licenses or permits relative to the use and occupancy of the Improvements, and shall maintain and keep all of the foregoing in full force and effect.

(t) *Alterations.* Mortgagor shall make no material alterations in the Mortgaged Property, except as required by law or municipal ordinance, without Mortgagee's prior written consent.

(u) *Payment of Utilities* Mortgagor shall pay promptly all charges for utilities or services related to the Mortgaged Property.

(v) *Patriot Act Compliance.* Mortgagor shall not, and shall use commercially reasonable efforts to ensure that any other Obligor or Affiliate of Mortgagor or any such Obligor shall not: (i) conduct any business, or engage in any transaction or dealing, with any Prohibited Person, including without limitation knowingly making or receiving any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person; or (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order 13224 or the Patriot Act. On request from time to time by Mortgagee, Mortgagor shall promptly deliver to Mortgagee any such certification or other evidence as Mortgagee shall reasonably require confirming that, to Mortgagor's knowledge, no violation of this subsection shall have occurred.

(w) *Forfeiture.* Mortgagor shall not commit, permit or suffer any act, omission or circumstance which would afford any federal, state or local government, or agency thereof, the right of forfeiture as against the Mortgaged Property or any part thereof or any monies paid in performance of the Obligations. In furtherance thereof, Mortgagor hereby agrees to, and does, indemnify, defend and hold Mortgagee harmless of, from and against any loss, damage or injury by reason of any such forfeiture as a result of Mortgagor's breach of the foregoing covenants.

(x) *Access Laws.* Mortgagor shall strictly comply at all times, to the extent required thereby, with all Access Laws.

(y) *Appraisals.* Mortgagor shall pay for and cooperate with Mortgagee in obtaining an appraisal of the Mortgaged Property when required by the regulations of the Federal Reserve Board or the Federal Deposit Insurance Corporation or any other governmental agency or regulator having jurisdiction over Mortgagee or at such other times as the Mortgagee may reasonably require. Such appraisals shall be performed by an independent third party appraiser selected by Mortgagee. The cost of such appraisals shall be paid by Mortgagor within ten (10) days of receiving an invoice therefor.

## ARTICLE FOUR ENVIRONMENTAL MATTERS

4.01 **Representations and Warranties.** Mortgagor represents and warrants to Mortgagee as follows: (i) neither the Mortgaged Property nor the Mortgagor is in violation of or subject to any existing, pending or threatened investigation by any governmental authority under any Environmental Law; (ii) Mortgagor has not and is not required by any Environmental Law to obtain any permits or license to construct or use any improvements, fixtures or equipment forming a part of the Mortgaged Property; (iii) Mortgagor has made diligent inquiry into previous uses and ownership of the Mortgaged Property, and has determined that no Hazardous Substance has been disposed of or released on or to the Mortgaged Property; (iv) Mortgagor's prior, current and intended future use of the Mortgaged Property will not result in the disposal or release of any Hazardous Substance on or to the Mortgaged Property except as permitted by applicable law.

4.02 **Environmental Matters.** Mortgagor shall not use, generate, manufacture, store, release, discharge, or dispose of on, under, or about the Mortgaged Property or transport to or from the Mortgaged Property any Hazardous Substance or allow any other person or entity to do so except under conditions permitted by applicable laws (including all Environmental Laws). Mortgagor shall keep and maintain the Mortgaged Property in compliance with, and shall not cause or permit the Mortgaged Property to be in violation of, any Environmental Law. Mortgagor shall give prompt written notice to Mortgagee of: (i) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Mortgaged Property or the migration thereof from or to other property; (ii) all claims made or threatened by any third party against Mortgagor or the Mortgaged Property relating to any loss or injury resulting from any Hazardous Substance; and (iii) Mortgagor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Mortgaged Property that could cause the Mortgaged Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Mortgaged Property under any Environmental Law, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Mortgaged Property under any Environmental Law. Mortgagor shall provide to Mortgagee copies, contemporaneously with filing same, of all reports, inventories, notices or other forms filed or submitted to the Environmental Protection Agency, or any state or local agency having responsibility for overseeing or enforcing any Environmental Laws. In the event that any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is reasonably necessary under any applicable local, state or federal law or regulation, any judicial order, or by any governmental entity because of, or in connection with, the current or future presence or release of a Hazardous Substance, Mortgagor shall within such period of time as may be required under any applicable law, regulation, order or agreement, commence and thereafter diligently prosecute to completion, all such Remedial Work. All Remedial Work shall be performed by competent contractors. All costs and expenses of such Remedial Work shall be paid by Mortgagor including, but not limited to, Mortgagee's reasonable attorneys' fees and costs incurred in connection with review of such Remedial Work. In the event Mortgagor shall fail to diligently prosecute to completion such Remedial Work, Mortgagee may, but shall not be required to, cause such Remedial Work to be performed and all costs and expenses thereof, or incurred in connection therewith, shall become part of the Secured Indebtedness.

4.03 **Environmental Indemnity.** Mortgagor shall protect, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under or about the Mortgaged Property whether known or unknown, fixed or contingent, occurring prior to the termination of this Mortgage, including, but not limited to: (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, cleanup or detoxification of the Mortgaged Property

and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the release of the lien of this Mortgage, or the extinguishment of the lien by foreclosure or action in lieu thereof, and this covenant shall survive such release or extinguishment. These covenants and requirements shall be in addition to, and not in substitution of, any other covenants and requirements under any separate environmental indemnification executed in favor of Mortgagee in connection with the transactions evidenced by this Mortgage.

## ARTICLE FIVE EVENTS OF DEFAULT; WAIVERS; REMEDIES

5.01 **Events of Default.** Any one or more of the following shall constitute an "Event of Default" hereunder:

(a) the failure to pay when due (i) any payment of principal and/or interest on the Secured Indebtedness or any other obligation of any Obligor to Mortgagee under the Note or any other Loan Document, whether a regularly scheduled payment, at maturity or by acceleration, or (ii) any taxes or assessments described in Section 3.02 of this Mortgage, or (iii) any insurance premiums required to keep the insurance coverage required by this Mortgage or any other Loan Document in full force and effect at any time, or (iv) any other monetary sum required to be paid pursuant to the terms of any other Loan Document or any instrument evidencing the Permitted Exceptions;

(b) a default which is not otherwise the subject of any other provision of this Article 5 shall occur in the performance of any of the covenants or agreements of any Obligor contained in the Note, this Mortgage, any guaranty, or any other Loan Document and such default is not capable of being cured, or if capable of being cured shall continue uncured to the reasonable satisfaction of Mortgagee for a period of thirty (30) days after written notice thereof from Mortgagee to Mortgagor, or such other lesser or greater period of time, if any, with or without notice as specifically set forth in the applicable document or instrument;

(c) if any representation or warranty of any Obligor in any of this Mortgage, the other Loan Documents, any endorsement, any guaranty, or in any certificate or statement furnished at any time thereunder or in connection therewith proves to be untrue or misleading in any material respect when made or furnished;

(d) a default that remains uncured within the applicable grace or curative period, if any, shall occur under any other obligation, liability or indebtedness of any Obligor to any other party that, in the opinion of Mortgagee, causes a material adverse change in the financial condition of Mortgagor or any other Obligor;

(e) the commencement of a proceeding by or against any Obligor for dissolution or liquidation, the voluntary or involuntary termination or dissolution of any Obligor or the merger or consolidation of any Obligor with or into another entity;

(f) the insolvency of, the business failure of, the appointment of a custodian, trustee, liquidator or receiver for or for any of the property of, the assignment for the benefit of creditors by, or the filing of a petition under bankruptcy, insolvency or debtor's relief law or the filing of a petition for any adjustment of indebtedness, composition or extension by or against any Obligor or affecting the Mortgaged Property, and in the case of an involuntary bankruptcy or insolvency proceeding only, the same is not dismissed within sixty (60) days of the date of filing thereof;

(g) the death or legal incapacity of any Obligor who is a natural person[, *unless, however,* in the case of a guarantor only, within ninety (90) days from the date of death or incapacity of such Obligor (or such earlier date by which Mortgagee would be barred from asserting a claim under the Note or such Obligor's guaranty in any probate proceeding as to such deceased Obligor or such Obligor's estate), a substitute guarantor or guarantors having a reputation, financial standing, liquid assets, net worth and income satisfactory to, and approved in writing by, Mortgagee, in its sole and absolute discretion, shall have (1) executed and delivered to Mortgagee a written guaranty agreement or agreements in form and substance as then required by Mortgagee and (2) paid all costs, including without limitation Mortgagee's attorneys' fees, incurred by Mortgagee in the preparation of such substitute guaranty agreement or agreements;

(h) the failure of any Obligor to timely deliver financial statements, including tax returns, other statements of condition or other information, as required by the Loan Documents or as Mortgagee shall request from time to time;

- (i) the entry of a judgment against any Obligor which Mortgagee deems to be of a material nature, in Mortgagee's sole discretion, which is not released or satisfied within ten (10) days of the entry thereof;
- (j) the seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property of any Obligor, including without limitation the Mortgaged Property;
- (k) should Mortgagee's liens, mortgages or security interests, including without limitation this Mortgage, in any of the collateral for the Note, including without limitation the Mortgaged Property, become unenforceable, or cease to be first priority liens, mortgages or security interests;
- (l) should any additional liens be granted upon the Mortgaged Property, or should a default occur under the terms of any agreement, declaration, indenture, mortgage or other security instrument that results in the creation of a lien or other security interest in the Mortgaged Property, whether such lien or security interest is superior or inferior in priority to this Mortgage;
- (m) the determination by Mortgagee that it is insecure for any reason;
- (n) the determination by Mortgagee that a material adverse change has occurred in the financial condition of any Obligor;
- (o) the failure of Mortgagor's business to comply with any law or regulation controlling its operation;
- (p) condemnation or taking by eminent domain of all or any material part (as determined by Mortgagee in its sole discretion) of the Mortgaged Property; or
- (q) should any notice provided for in Section 697.04 (or any successor statute), Florida Statutes, be filed of record for all or any part of the Mortgaged Property.

**5.02 Remedies of Mortgagee.** Upon the occurrence of any Event of Default, the Mortgagee may immediately do any one or more of the following:

- (a) Declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums comprising the Secured Indebtedness, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become due and payable without demand, notice or presentment for payment.
- (b) Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (i) to enforce payment of the Note or the performance of any term hereof or any other right; (ii) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of the court or courts of competent jurisdiction; (iii) to collect all Rents, issues, profits, revenues, income, proceeds or other benefits from the Mortgaged Property pursuant to applicable law, and as further described in Section 7.04 of this Mortgage; (iv) without regard to the value, adequacy or occupancy of the Mortgaged Property, to seek appointment of a receiver; (v) to enter upon and take possession of the Mortgaged Property and to collect all Rents, issues, profits, revenues, income or other benefits thereof, and such receiver shall have all rights and powers permitted under law; (vi) to pursue any other remedy available to it, including, but not limited to, taking possession of the Mortgaged Property without notice or hearing to Mortgagor; (vii) to make repairs, alterations, additions and improvements to the Mortgaged Property for the purpose of preserving it or its value; or (viii) to surrender all insurance policies. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both as Mortgagee may determine.
- (c) Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of the Mortgaged Property in its own absolute right without further accountability to any person or entity, including, but not limited to, other creditors of Mortgagor. Mortgagee may, if permitted by law, and after allowing for costs and expenses of the sale, compensation and other charges, in paying the purchase price, apply any portion of or all of the indebtedness and

other sums due to Mortgagee under the Note, this Mortgage or any other instrument securing the Note, in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon. Mortgagee shall, unless precluded under applicable law from seeking a deficiency judgment against Mortgagor, be entitled to enforce payment from Mortgagor of all amounts then remaining due and unpaid and to recover judgment against Mortgagor or any other person liable for payment of the Obligations pursuant to the instruments evidencing the Obligations, for any portion thereof remaining unpaid, with interest at the "Default Rate" as provided in the Note.

(d) Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as Mortgagee may deem advisable (i) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage, (ii) to preserve or protect its interest in the Mortgaged Property, and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

(e) If Mortgagor has defaulted in its obligation to procure and maintain in full force and effect, the insurance as described in this Mortgage, or any other insurance required by any other Loan Document or by any applicable State or Federal regulation, then Mortgagee may, at its sole option, but Mortgagee shall not be required to, procure and maintain such insurance coverage for the Mortgaged Property as Mortgagee shall elect in its sole discretion ("Force Placed Insurance"). The sole beneficiary under any Force Placed Insurance policy shall be Mortgagee, and Mortgagor shall have no rights or benefits thereunder, including any right to collect proceeds of or benefits under any Force Placed Insurance policy following destruction of the Mortgaged Property, or any portion thereof. All amounts paid by Mortgagee for premiums for Force Placed Insurance on the Mortgaged Property shall be added to balance of the Obligations secured by this Mortgage and such amounts shall accrue interest at the "Default Rate" as provided in the Note.

(f) In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting Mortgagor, the Mortgaged Property, any Obligor, or its property, then Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire amount due and payable by Mortgagor for the Secured Indebtedness [or under the Guaranty, as applicable,] at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by Mortgagor after such date.

(g) Pursue any and all remedies available under the Code, it being agreed that ten (10) days' notice as to the time, date and place of any proposed sale shall be reasonable.

(h) Exercise any and all rights or other remedies as contained in the other Loan Documents.

**5.03 Waiver of Appraisal, Valuation, Stay, Marshaling, Extension and Redemption Laws.** Mortgagor agrees to the fullest extent permitted by law, that upon the occurrence or continuation of an Event of Default, if Mortgagee has elected to enforce its remedies hereunder or at law, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property of the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof, and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety.

**5.04 Remedies Cumulative.** The rights of Mortgagee and its successors and assigns hereunder or under any other Loan Document, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Mortgagee may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under mortgages, and preservation of security as provided at law, and such remedies may be pursued by Mortgagee

concurrently. No act of Mortgagee or its successors or assigns, shall be construed as an election to proceed under any one provision to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding. All remedies granted to Mortgagee shall be exercised as often as may be deemed appropriate by Mortgagee following the occurrence and continuation of any Event of Default.

#### ARTICLE SIX SECURITY AGREEMENT

**6.01 Grant and Perfection of Security Interest.** Mortgagor hereby transfers, assigns, delivers and grants to Mortgagee a security interest in and right of set-off against the Personal Property as security for payment of the Secured Indebtedness. Mortgagor hereby authorizes Mortgagee to file in each and every jurisdiction as Mortgagee shall determine one or more financing statements (or a photocopy of this Mortgage in substitution for a financing statement), continuation statements or amendments thereto as Mortgagee shall at any time or from time to time determine, and otherwise containing such information as is required or is permissible to be contained in a financing statement filed pursuant to Article 9 of the Code. Mortgagor shall have possession of the Personal Property, except to the extent otherwise expressly provided in this Mortgage or where Mortgagee elects, in its sole and absolute discretion, to perfect its security interest by possession in addition to or instead of filing of a financing statement. To the extent that any Personal Property is in the possession of a third party, Mortgagor agrees that it shall join with Mortgagee, and take such other steps as Mortgagee shall require, in notifying, but also hereby authorizes Mortgagee to directly notify without Mortgagor's joinder, the third party of Mortgagee's security interest and obtaining an acknowledgment in such form or forms as Mortgagee shall require from the third party that it is holding the Personal Property or such portion as is held by the third party for the benefit of the Mortgagee and subject to the security interest granted herein and the operation of this Mortgage. Mortgagor agrees that it shall join with Mortgagee, and take such other steps as Mortgagee shall require, in obtaining "control" of any Investment Property, Deposit Accounts, Letter of Credit Rights or Electronic Chattel Paper (as such terms are defined in the Code) forming any part of the Personal Property, with any agreements establishing control to be in form and substance satisfactory to Mortgagee.

**6.02 Notice of Change in Location.** Mortgagor covenants and agrees that in the event that the state of its "location," as used in the Code, shall change from its "location" existing as of the date hereof, Mortgagor shall notify Mortgagee in writing within fifteen (15) days thereof and shall further provide to Mortgagee the state of its location and shall take all such actions as are required in order to perfect or continue the perfection of Mortgagee's security interest in the Personal Property.

**6.03 Assignment of Non-Code Personal Property.** To the extent that any of the Personal Property is not subject to the Code, Mortgagor hereby assigns to Mortgagee all of Mortgagor's right, title, and interest in and to the Personal Property to secure the Secured Indebtedness, together with the right of set-off with regard to such Personal Property (or any part hereof). Release of the lien of this Mortgage shall automatically terminate this assignment to the extent that this Mortgage was the sole instrument evidencing said assignment.

#### ARTICLE SEVEN ASSIGNMENT OF RENTS

**7.01 Assignment.** Mortgagor does hereby grant, transfer and assign unto Mortgagee its rights under (i) the Leases; (ii) any and all guaranties of payment or performance of the obligations of any lessee under any Leases; and (iii) all Rents or issues from the Mortgaged Property; *provided, however*, that Mortgagee hereby grants to Mortgagor a license to collect and receive all Rents, which license shall be revocable by notice from Mortgagee to Mortgagor at any time after the occurrence and during the continuation of an Event of Default.

**7.02 Covenants Regarding Leases.** With respect to the Leases from time to time or at any time existing, Mortgagor shall (i) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with, the Leases, (ii) not receive or collect any Rents from any of the Leases for a period of more than one (1) month in advance, (iii) not waive, discount, set-off, compromise, or in any manner release or discharge any lessee, of and from any obligations, covenants, conditions and agreements by such lessee under its Lease, (iv) not terminate or consent to any surrender of any Lease, or modify or in any way alter the terms thereof, without the prior



written consent of Mortgagee, and shall use all reasonable efforts to maintain each of the Leases in full force and effect during the term of this Mortgage, (v) not subordinate any Lease to any mortgage or other encumbrance (other than the lien of this Mortgage), and (vi) shall (A) obtain Mortgagee's approval as to the form and substance of each Lease or amendment thereto, (B) deliver to Mortgagee, true and complete copies of the Leases and any amendments thereto, (C) not enter into any oral leases or any side agreements with respect to a Lease with any lessee, except upon notice to and approval in writing by Mortgagee, (D) not execute any Lease except for actual occupancy by the lessee thereunder, and (E) from time to time upon request of Mortgagee, furnish to Mortgagee a written certification signed by Mortgagor describing all then existing Leases and the names of the tenants and Rents payable thereunder.

**7.03 No Liability for Mortgagee.** Mortgagee shall not be liable for any loss sustained by Mortgagor resulting from Mortgagee's failure to let the Mortgaged Property, or any part thereof, after an Event of Default or from any other act or omission of Mortgagee in managing the Mortgaged Property, or any part thereof. Mortgagee shall not be obligated to perform or discharge, any obligation, duty or liability under the Leases and Mortgagor shall indemnify Mortgagee for, and hold Mortgagee harmless from, any and all liability, loss or damage which may or might be incurred under the Leases, and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Mortgagee incur any such liability under the Leases or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees shall be secured hereby and Mortgagor shall reimburse Mortgagee therefor immediately upon demand, and upon the failure of Mortgagor to do so Mortgagee may, at its option, declare the Secured Indebtedness immediately due and payable. It is further understood that the assignment evidenced by this Article Seven shall not operate to place responsibility upon Mortgagee for the control, care, management or repair of the Mortgaged Property, nor shall it operate to make Mortgagee responsible or liable for any waste committed on the Mortgaged Property by any person, or for any dangerous or defective condition on the Mortgaged Property, or for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any lessee, licensee, employee or other person.

**7.04 Specific Remedies Under Assignment of Rents Upon Default or Event of Default.** Upon the occurrence of any default or Event of Default under this Mortgage or any other Loan Document, Mortgagee may exercise any and all rights and remedies contained in this Mortgage and the other Loan Documents, and Mortgagee, without in any manner waiving such default, may at its sole option (a) without notice and without regard to the adequacy of the security for the indebtedness evidenced by the Loan Documents, either in person, by agent or by a receiver appointed by the court, enforce the assignment evidenced by this Mortgage and take possession of the Mortgaged Property and have, hold, manage, lease and operate the same on such terms and for such period of time as Mortgagee may deem proper, and, either with or without taking possession of said Mortgaged Property in its own name, and (b) to dispossess by summary proceedings any tenant defaulting in the payment of Rents to Mortgagee, and (c) to rent or lease the Mortgaged Property or any part thereof including renewals of Leases, and (d) make demand directly to tenants in occupancy or to Mortgagor or any other Obligor, or to all of them, at Mortgagee's sole election, or sue for or otherwise directly collect and receive all Rents of said Mortgaged Property directly from tenants in occupancy, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs thereto or replacements thereof as may seem proper to Mortgagee, and to apply such Rents to the payment of (i) expenses of managing the Mortgaged Property, including, but not limited to, the salaries, fees and wages of a managing agent and such other employees as Mortgagee may deem necessary or desirable and all expenses of operating and maintaining the Mortgaged Property, including, but not limited to, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens and premiums for insurance which Mortgagee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Mortgaged Property which Mortgagee may deem necessary or desirable, and (ii) the Secured Indebtedness, together with all costs, attorneys' fees and paralegals' fees, in such order of priority as Mortgagee in its sole discretion may determine, notwithstanding any statute, law, custom or usage to the contrary. Nothing contained herein shall impair or affect any right or remedy which Mortgagee might now or hereafter have, but the remedies provided herein shall be in addition to any others which Mortgagee may have hereunder or under Florida law, including without limitation, the right to seek sequestration of Rents under Section 697.07, Florida Statutes (or any successor statute, and as amended from time to time). Exercise by Mortgagee of the options granted by this Mortgage and this Section 7.04, the collection of Rents, and the application thereof as herein provided, shall not be considered a waiver of any default by Mortgagor or any other Obligor hereunder or under the Loan Documents.

## ARTICLE EIGHT MISCELLANEOUS

**8.01 Reserve for Taxes and Insurance.** Upon notification from Mortgagee, Mortgagor shall create a fund or reserve for the payment of all ground rentals, insurance premiums, taxes, and assessments against the Mortgaged Property by paying the Mortgagee, contemporaneously with each installment of principal and interest on the Note, a sum equal to the rentals payable by Mortgagor to any lessor of the Mortgaged Property, or any part thereof, plus the premiums that will become due and payable on the insurance policies covering the Mortgaged Property, or any part thereof, plus taxes and assessments next due on the Mortgaged Property, or any part thereof, as estimated by Mortgagee, less all sums paid previously to Mortgagee therefor, divided by the number of installments of principal and/or interest to elapse before one month prior to the date when such ground rentals, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee, without interest, for the purposes of paying such ground rentals, premiums, taxes, and assessments. Prior to the occurrence of an Event of Default, Mortgagee shall apply such sums to the payment of such ground rentals, premiums, taxes and assessments. After the occurrence and during the continuation of an Event of Default, Mortgagee may, in its sole discretion, apply such sums to the payment of such expenses or to the Secured Indebtedness. Any excess reserve shall, at the discretion of Mortgagee, be credited by Mortgagee on subsequent payments to be made on the Secured Indebtedness by Mortgagor, and any deficiency shall be paid by Mortgagor to Mortgagee on or before the date when such ground rentals, premiums, taxes, and assessments, shall have become delinquent.

**8.02 Condemnation and Eminent Domain.** Mortgagee shall be entitled to receive any and all sums which may be awarded or become payable to Mortgagor for the condemnation of, or taking upon exercise of the right of eminent domain with respect to, any of the Mortgaged Property or as a result of private sale in lieu thereof, and any sums which may be awarded or become payable to Mortgagor for damages caused by public works or construction on or near the Mortgaged Property. Mortgagor shall give immediate written notice to Mortgagee of any such proceedings affecting the Mortgaged Property, and shall afford Mortgagee an opportunity to participate in any proceeding or settlement of awards with respect thereto. All sums are hereby assigned to Mortgagee, and Mortgagor shall, upon request of Mortgagee, make, execute, acknowledge, and deliver any and all additional assignments and documents as may be necessary from time to time to enable Mortgagee to collect and receipt for any such sums. Mortgagee shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such sums. Any sums so collected shall be applied by Mortgagee, first, to the expenses, if any, of collection, and then to the Secured Indebtedness, and if any sums then be remaining then to Mortgagor.

**8.03 Insurance Proceeds.** Mortgagee is authorized and empowered to collect and receive the proceeds of any and all insurance that may become payable with respect to any of the Mortgaged Property. In event of any casualty loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of to Mortgagor or to Mortgagor and Mortgagee jointly. The insurance proceeds or any part hereof may be applied by Mortgagee at its option, after deducting therefrom all its expenses including attorneys' fees, either to reduction of the Secured Indebtedness or the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the Secured Indebtedness, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

**8.04 After-Acquired Property.** The lien of this Mortgage shall automatically attach, without further act, to all after-acquired property of Mortgagor located in or on, or attached to, or used or intended to be used in connection with the operation of the Mortgaged Property or Mortgagor's business thereon and shall, without further act of any party, be subject to the provisions of this Mortgage.

**8.05 Illegality.** If any provision of this Mortgage is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Mortgage, the legality, validity, and enforceability of the remaining provisions of this Mortgage shall not be affected thereby, and in lieu of each such illegal, invalid or

unenforceable provision there shall be added automatically as a part of this Mortgage a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

8.06 **Counterparts.** This Mortgage may have simultaneously been executed in a number of identical counterparts, each of which, for all purposes, shall be deemed an original.

8.07 **Exhibits.** All exhibits attached hereto are by this reference made a part hereof.

8.08 **Indemnity.** Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from and against, any and all losses, damages, claims, costs, penalties, causes of action, liabilities and expenses, including court costs and attorneys' fees, howsoever arising (including, without limitation, for injuries to or deaths of persons and damage to property), from or incident to the ownership of the Mortgaged Property and development, use, possession, maintenance, management, and construction.

8.09 **Singular; Plural.** Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

8.10 **Headings.** The captions, headings, and arrangements used in this Mortgage are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

8.11 **Notices.** Whenever this Mortgage requires or permits any consent, approval, notice, request, or demand from one party to another, the consent, approval, notice, request, or demand must be in writing to be effective and shall be deemed to have been given when personally delivered or deposited in the United States mails, registered or certified, return receipt requested, addressed to the party to be notified at the address set forth in the preamble hereof (or at such other address as may have been designated by written notice).

8.12 **Governing Laws.** The substantive laws of the State of Florida shall govern the validity, construction, enforcement, and interpretation of this Mortgage, and the other Loan Documents, unless otherwise specified therein.

8.13 **Time of Essence.** Time is of the essence of this Mortgage.

8.14 **Fixture Filing.** This Mortgage shall also constitute a security agreement with respect to the Personal Property and a "fixture filing" for purposes of the Code. Portions of the Personal Property are or may become fixtures. Information concerning the security interests herein granted may be obtained at the addresses stated in the preamble hereof.

8.15 **Financing Statement.** Mortgagee shall have the right at any time to file this Mortgage as a financing statement, but the failure to do so shall not impair the validity and enforceability of this Mortgage in any respect whatsoever. A carbon, photographic, or other reproduction of this Mortgage, or any financing statement relating to this Mortgage, shall be sufficient as a financing statement.

8.16 **Entire Agreements; Amendments.** This Mortgage, the Note and the other documents executed in connection herewith represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Mortgage cannot be amended except by agreement in writing by the party against whom enforcement of the amendment is sought. The modification hereof or of the Obligations, or the release of any portion of the Mortgaged Property from the lien hereof shall not impair the priority of the lien of this Mortgage or the remaining Mortgaged Property encumbered hereby.

8.17 **Assignment; Successors and Assigns.** The terms "Mortgagor" and "Mortgagee" herein shall include the parties named above as Mortgagor and Mortgagee, respectively, and their successors and assigns, and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee, shall bind and inure to the benefit of their respective successors and assigns. Mortgagor shall not be entitled to assign its rights and obligations under this Mortgage without the prior written consent of Mortgagee. If Mortgagee issues its prior written consent to Mortgagor's assignment of this Mortgage, then Mortgagor shall, notwithstanding any such

consent, continue to be fully liable for the payment and performance obligations owed to Mortgagee under this Mortgage as if it were the "Mortgagor" hereunder. Mortgagee may at any time, and from time to time, as it may deem appropriate, assign all or part of all of its rights and interests under this Mortgage, the Note, and the other Loan Documents and any guaranties of the Obligations. In such event, this Mortgage shall continue to apply in full force and effect, and Mortgagee and/or its successors and assigns agree to give Mortgagor notice of any such assignment whereby Mortgagee does not retain the servicing of the Obligations; *provided, however*, the failure of Mortgagee to give such notice shall not affect the validity of any such assignment or any obligations of Mortgagor under this Mortgage, the Note or any other of the Loan Documents executed in connection therewith. In the event of an assignment by Mortgagee, such assignment shall be deemed to have been made pursuant to the terms of this Mortgage and not to be in modification hereof.

**8.18 No Right of Setoff.** No setoff or claim that Mortgagor may now or in the future have against Mortgagee shall relieve or excuse Mortgagor from paying the installments under the Note or performing any other obligation secured hereby when the same is due.

**8.19 No Third Party Benefitted.** This Mortgage is made for the purpose of setting forth rights and obligations of Mortgagor and Mortgagee and the other parties hereto, and no other Person shall have any rights hereunder or by reason hereof.

**8.20 Nonliability of Mortgagee.** Mortgagor acknowledges and agrees that:

(a) the relationship between Mortgagor and Mortgagee is and shall remain solely that of debtor and creditor, and Mortgagee neither undertakes nor assumes any responsibility to review, inspect, supervise, approve or inform Mortgagor of any matter in connection with the development, construction and operation of the Mortgaged Property, as applicable, including matters relating to (i) plans and specifications, (ii) activities or actions of architects, contractors, subcontractors and materialmen, or the workmanship of or materials used by any of them with respect to the Mortgaged Property, or (iii) if applicable, progress of the construction of any Improvements on the Mortgaged Property or their conformity with any plans and specifications. Mortgagor shall rely entirely on its own judgment with respect to the foregoing matters and acknowledges that any review, inspection, supervision, approval or other information supplied to Mortgagee in connection with such matters is solely for the protection of Mortgagee and that neither Mortgagor nor any other third party, including any "guarantor" shall be entitled to rely on Mortgagee for such purposes;

(b) notwithstanding any other provision of any Loan Document to the contrary, (i) Mortgagee is not a partner, joint venturer, alter-ego, manager, controlling person or other business associate or participant of any kind with Mortgagor and Mortgagee does not intend to ever assume any such status; and (ii) Mortgagee shall not be deemed responsible for or be deemed to be a participant in any acts, omissions or decisions of Mortgagor;

(c) Mortgagee shall not be directly or indirectly liable or responsible for any loss or injury of any kind to any Person or property resulting from any construction on, or occupancy or use of, the Mortgaged Property, whether arising from: (i) any defect in any building, grading, landscaping or other onsite or offsite improvement; (ii) any act or omission of Mortgagor or any of Mortgagor's agents, employees, independent contractors, licensees or invitees; or (iii) any accident on the Mortgaged Property or any fire or other casualty or hazard thereon;

(d) by accepting, requiring or approving anything required to be performed or given to Mortgagee under this Mortgage or any other Loan Document (or by failing to accept, require or approve same), including any certificate, financial statement, inspection, survey, plans and specifications, appraisal or insurance, Mortgagee shall not be deemed to have warranted or represented the sufficiency or legal effect of the same, and no such acceptance or approval shall constitute a warranty, representation or undertaking by Mortgagee to anyone; and

(e) Mortgagee shall not be liable for any omission, error of judgment or act done by Mortgagee in good faith, or be otherwise responsible or accountable to Mortgagor under any circumstances whatsoever, nor shall Mortgagee be personally liable in case of entry by Mortgagee, or anyone entering by virtue of the powers granted under this Mortgage, upon the Mortgaged Property or for debt contracted or for damages incurred in the management or operation of the Mortgaged Property, and Mortgagee shall have the right to rely on any instrument,

document, or signature authorizing or supporting any action taken or proposed to be taken by Mortgagee hereunder, believed by Mortgagee in good faith to be genuine.

**8.21 Right to Modify.** Without affecting the obligation of Mortgagor to pay and perform as herein required, without affecting the personal liability of any person for payment of the Obligations including without limitation the Secured Indebtedness, and without affecting the lien or priority of the lien hereof on the Mortgaged Property, Mortgagee may, at its option, extend the time for payment of the Obligations or any portion thereof, reduce the payments thereon, release any person liable on any portion of the Obligations, accept a renewal note or notes therefor, modify the terms of the Secured Indebtedness, release or reconvey any part of the Mortgaged Property, take or release other or additional security, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or agreement subordinating the lien hereof. Any such action by Mortgagee may be taken without Mortgagor's consent and without the consent of any subordinate lienholder, and shall not affect the priority of this Mortgage over any subordinate lien.

**8.22 Expenses of Recording.** Mortgagor agrees to pay all recording fees, documentary stamp taxes, intangible taxes, charges and filing, registration and recording fees imposed upon this Mortgage, the recording or filing thereof, or upon the Mortgagee by reason of its ownership of this Mortgage, or its enforcement thereof.

**8.23 Attorneys' Fees.** The term "attorneys' fees" as used herein shall also include charges for paralegals, law clerks and other staff members operating under the supervision of an attorney, and shall also include, without limitation, any allocated costs of Mortgagee's in-house counsel to the extent permitted by applicable law. Any award or payment of attorneys' fees hereunder or by order of a court of competent jurisdiction shall include as a part thereof any and all sales and/or use taxes imposed thereon by any appropriate governmental authority.

**8.24 Future Advances.** Any additional sum or sums advanced by the then holder of the Note secured hereby, to or for the benefit of Mortgagor, whether obligatory or made at the option of Mortgagee, or otherwise, at any time within twenty (20) years from the date of this Mortgage, with interest at the rate agreed upon at the time of each additional loan or advance, shall be equally secured with and have the same priority as the original indebtedness and be subject to all of the terms and provisions of this Mortgage, whether or not such additional loan or advance is evidenced by a promissory note of the borrowers and whether or not identified by a recital that it is secured by this Mortgage; provided that the aggregate amount of principal indebtedness outstanding and so secured at any one time shall not exceed a maximum principal sum equal to four (4) times the face amount of the Note, plus interest thereon and any disbursements made for the payment of taxes, levies, insurance or other sums in connection with the Mortgaged Property with interest on such disbursements.

**8.25 WAIVER OF JURY TRIAL. THE PARTIES TO THIS MORTGAGE, ON BEHALF OF THEMSELVES AND THEIR AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, HEIRS AND PERSONAL REPRESENTATIVES, IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY ON ANY ISSUE, CLAIM, DEFENSE, COUNTERCLAIM, CAUSE OF ACTION, DEMAND, DAMAGE OR LOSS OF ANY TYPE, INCLUDING AT LAW OR IN EQUITY, IN ANY WAY BASED UPON OR ARISING OUT OF THIS MORTGAGE, ANY RELATED AGREEMENT OR INSTRUMENT, ANY COLLATERAL FOR THE SECURED INDEBTEDNESS OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM, INCLUDING WITHOUT LIMITATION ANY CLAIM, COUNTERCLAIM, CAUSE OF ACTION OR DEMAND AGAINST ANY EMPLOYEE, OFFICER, DIRECTOR OR ASSIGNEE OF ANY PARTY. NO PARTY OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK TO CONSOLIDATE ANY SUIT, ACTION OR PROCEEDING, IN WHICH THE RIGHT TO TRIAL BY JURY HAS BEEN WAIVED, WITH ANY OTHER SUIT, ACTION OR PROCEEDING IN WHICH THE RIGHT TO TRIAL BY JURY HAS NOT BEEN WAIVED ENTIRELY.**

THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

IN WITNESS WHEREOF, Mortgagor, intending to be legally bound hereby, has executed this Mortgage as of the day and year first above written.

[THIS BLOCK TO BE USED WHEN AN INDIVIDUAL IS MORTGAGOR]

[Witnesses:

[Signature]  
Kerry Anne Schultz, Esquire  
(Printed Name of Witness)  
[Signature]  
MICHAEL CARRO  
(Printed Name of Witness)


Mortgagor:  
85 STONE, LLC, a Florida limited liability company

BY: [Signature]  
John Martin Moore, Manager  
BY: [Signature]  
John M. O'Neill, Manager

STATE OF FLORIDA  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 3rd day of July, 2012, by JOHN MARTIN MOORE, as Manager of 85 Stone, LLC, a Florida limited liability company, on behalf of the company. He is:

✓ Personally Known to Me, or  
       Produced his Driver's License as Identification

NOTARY PUBLIC-STATE OF FLORIDA  
 Kerry Anne Schultz  
Commission # EE049523  
Expires: DEC. 16, 2014  
BONDED THRU ATLANTIC BONDING CO., INC.

(SEAL)

[Signature]  
SIGNATURE OF NOTARY  
Kerry Anne Schultz, Esquire  
NAME LEGIBLY PRINTED,  
TYPEWRITTEN OR STAMPED

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: 12/16/14

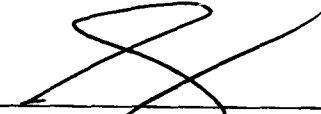
STATE OF FLORIDA  
COUNTY OF Essex

The foregoing instrument was acknowledged before me this 30 day of July, 2012, by JOHN M. O'NEILL, as Manager of 85 Stone, LLC, a Florida limited liability company, on behalf of the company. He is:

Personally Known to Me, or  
 Produced his Driver's License as Identification

NOTARY PUBLIC-STATE OF FLORIDA  
Kerry Anne Schultz  
Commission # EE049523  
Expires: DEC. 16, 2014  
BONDED THRU ATLANTIC BONDING CO., INC.

(SEAL)



SIGNATURE OF NOTARY

Kerry Anne Schultz, Esquire

NAME LEGIBLY PRINTED,  
TYPEWRITTEN OR STAMPED

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: 12/16/14

**Exhibits:**

- A—Legal Description of Land
- B—Schedule of Permitted Exceptions

## Exhibit A

### Parcel 1:

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 1894.36 feet; thence departing said East Section line proceed South 61 degrees 01 minutes 23 seconds West a distance of 2149.26 feet to the Point of Beginning of the following described parcel: Thence continue South 61 degrees 01 minutes 23 seconds West a distance of 723.09 feet to the Easterly right-of-way of Seaboard Systems Railroad (right of way varies); thence proceed North 27 degrees 38 minutes 07 seconds West along the Easterly right-of-way Seaboard Systems Railroad a distance of 1035.40 feet; thence departing said Easterly right-of-way proceed South 74 degrees 55 minutes 40 seconds East a distance of 928.78 feet to a point of curvature of a curve, concave to the North, having a radius of 525.00 feet, a central angle of 13 degrees 57 minutes 57 seconds, a tangent distance of 64.30 feet, a chord bearing and distance of South 81 degrees 54 minutes 38 seconds East 127.65 feet; thence proceed Southeasterly along the arc of said curve a distance of 127.97 feet to a point on a non-tangent line; thence proceed South 16 degrees 14 minutes 53 seconds East a distance of 320.28 feet to the Point of Beginning. (The above described parcel of land is situated in Section 14, Township 1 North, Range 31 West, Escambia County, Florida.)

Together with Non-Exclusive Easements for the Purpose of Ingress and Egress and for installation and maintenance of Utilities upon, over and across Parcel 2 (Easement Parcel A) and Parcel 3 (Easement Parcel B) described in Warranty Deed and Grant of Easements recorded in O.R. Book 3354, Page 207, being more particularly described as follows:

### 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 53 degrees 23 minutes 25 seconds West along the North line thereof a distance of 1966.02 feet to a point on the West right-of-way of Stone Boulevard; thence South 30 degrees 29 minutes 54 seconds East, a distance of 573.66 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 53 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 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 270.00 feet, and chord bearing of South 35 degrees 33 minutes 00 seconds West distance of 188.92 feet to point of tangency; thence South 15 degrees 04 minutes 20 seconds West, a distance of 212.66 feet to a point on the North right-of-way of a railroad easement; thence South 74 degrees 55 minutes 40 seconds East 60.00 feet; thence North 15 degrees 04 minutes 20 seconds East, 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 33 minutes 00 seconds East, a distance of 146.93 feet to a point of tangency; thence North 56 degrees 01 minutes 40 seconds East, a distance of 46.90 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 09 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 49 minutes 51 seconds, an arc distance of 92.01 feet, a radius of 333.00 feet, and a chord bearing of North 38 degrees 24 minutes 49 seconds West, a distance of 91.72 feet to a point; thence North 30 degrees 29 minutes 54 seconds West, a distance of 37.65 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 53 degrees 23 minutes 25 seconds West along the North line thereof, a distance of 1966.02 feet to a point on the West right-of-way of Stone Boulevard; thence South 30 degrees 29 minutes 54 seconds East along the West right-of-way of Stone Boulevard, a distance of 573.66 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 South 12 degrees 45 minutes 53 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 270.00 feet, and a chord bearing of South 35 degrees 33 minutes 00 seconds West, a distance of 188.92 feet to a point of tangency; thence South 15 degrees 04 minutes 20 seconds West a distance of 212.66 feet to a point for the Point of Beginning; thence South 15 degrees 04 minutes 20 seconds West, a



## **Exhibit A**

**(Continued)**

**distance of 75.00 feet to a point; thence South 74 degrees 55 minutes 40 seconds East a distance of 60.00 feet to a point thence North 15 degrees 04 minutes 20 seconds East, a distance of 75.00 feet to a point thence North 74 degrees 55 minutes 40 seconds West a distance of 60.00 feet to the Point of Beginning.**

**Parcel Identification Number: 14-1N-31-1001-007-002**

**EXHIBIT B**  
**(Permitted Encumbrances)**

1. Rights of the lessees under unrecorded leases.
2. Easement in favor of Gulf Power Company recorded in Deed Book 121, Page 168, Public Records of Escambia County, Florida.
3. Temporary Easement and Indemnification Agreements recorded in O.R. Book 3354, Page 211, Public Records of Escambia County, Florida.
4. Grant of Easements and Reservations set forth in Warranty Deed recorded in O.R. Book 3354, Page 207, Public Records of Escambia County, Florida.
5. Subject to ownership of railroad tracks/spur contained in Easement referenced as Easement Parcel 3 (Easement Parcel B), we are unable to determine ownership of the railway spur.
6. Oil, Gas and Mineral Reservation recorded in O. R. Book 2213, Page 360, Public Records of Escambia County, Florida.
7. Easement to Five Flags Pipe Line Company recorded in O. R. Book 2249, Page 809, Public Records of Escambia County, Florida.
8. Agreement with Five Flags Pipe Line Company recorded in O. R. Book 3307, Page 971 and supplemented by Disclaimer of Easement recorded in O. R. Book 3354, Page 214, Public Records of Escambia County, Florida.
9. Subject to rights of others to use the non-exclusive easements recorded in O. R. Book 3354, at Pages 207 and 217, respectively, Public Records of Escambia County, Florida.





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: 12/10/12

Rezoning Quasi-judicial Hearing  
Rezoning Case #: 26

OR

Regular Planning Board Meeting  
Agenda Item Number/Description:

In Favor  Against

\*Name: BUDDY PAGE - Agent

\*Address: 5337 Hamilton \*City, State, Zip: Pace FL

Email Address: budpage1@mohsi.com Phone: 2329853

Please indicate if you:

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

All items with an asterisk \* are required.

\*\*\*\*\*

Chamber Rules

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

**Z-2012-09**

1 Z-2012-26 to the Board of County  
2 Commissioners and adopt the findings of fact  
3 presented by the Staff.



4 CHAIRMAN BRISKE: Okay.  
5 BOARD MEMBER WOODWARD: Second.  
6 CHAIRMAN BRISKE: Okay. Any further  
7 discussion? All those in favor say aye.  
8 Aye. Opposed? All right.

9 MR. LEMO: I think I'm going home. I  
10 should have stayed home this morning.

11 CHAIRMAN BRISKE: Buddy's probably  
12 sitting there saying boy, this is the easiest  
13 one I've ever done. I think the next one  
14 will probably have a little more discussion.

15 BOARD MEMBER WOODWARD: This is a Buddy  
16 Page too?

17 CHAIRMAN BRISKE: Yes. By the way,  
18 we're glad you're okay. We understand that  
19 you were in a little traffic accident last  
20 month. We are glad to see you recovering, so  
21 welcome back.

22 MR. PAGE: Thank you.

23 CHAIRMAN BRISKE: Our next case is  
24 Z-2012-09 which is remanded from the Board of  
25 County Commissioners to us for consideration.

1 It is Mr. Page, General Agent for Rick Evans  
2 Contracting, 2006 Border Street and R-5 urban  
3 residence to an ID-1 light industrial.

4 Members of the Board, again on this  
5 case has there been any ex parte  
6 communication between the applicant, agents,  
7 attorneys, witnesses, Planning Board members  
8 or general public prior to this hearing? I  
9 will also ask you disclose if you visited the  
10 property and disclose if you're a relative or  
11 business associate of the applicant or of the  
12 owners. Ms. Oram?

13 BOARD MEMBER ORAM: No to all.

14 CHAIRMAN BRISKE: Thank you.

15 BOARD MEMBER HIGHTOWER: No to all  
16 other than the other two times we have had  
17 this before us.

18 BOARD MEMBER GOODLOE: No, but I have  
19 visited the site.

20 BOARD MEMBER WOODWARD: I don't other  
21 than the previous representation yes, I have  
22 seen it here.

23 CHAIRMAN BRISKE: Okay. The Chairman  
24 as well. We have reviewed this case before  
25 here in public hearings. So Mr. Tate -- I

1 have had no other ex parte communication.  
2 BOARD MEMBER TATE: Other than my  
3 familiarity of what's come before us, no  
4 other time.

5 BOARD MEMBER DAVIS: No to everything  
6 except that I was on the original meeting.

7 BOARD MEMBER WINGATE: I have visited  
8 the site on several occasions and am familiar  
9 with the area.

10 CHAIRMAN BRISKE: Okay. Thank you.  
11 Staff, was notice of this hearing sent to all  
12 interested parties?

13 MS. MEADOR: Yes, sir.

14 CHAIRMAN BRISKE: Okay. And was that  
15 hearing notice also posted on the property?

16 MS. MEADOR: Yes, sir.

17 CHAIRMAN BRISKE: Thank you. And Juan,  
18 are you going to be presenting?

19 MR. LEMO: Yes, sir.

20 BOARD MEMBER WOODWARD: Let me ask a  
21 question. What was the basis for the Board  
22 of County Commissioners sending it back?

23 MR. JONES: The basis is they wanted --  
24 thank you, Mr. West. I will read it for the  
25 record. The motion made by Commissioner

1 White, second by Commissioner Young and  
2 carried four to zero with Commissioner  
3 Valentine absent. Then it goes on to say --

4 CHAIRMAN BRISKE: Read it all.

5 MR. JONES: Approving to find that  
6 based on the surrounding zoning plus the CRA,  
7 industrial zoning category is consistent with  
8 surrounding use in that area. And remanding  
9 the case to the Planning Board for  
10 deliberations consistent with that finding,  
11 relative to the recommendation of the Board  
12 to follow action concerning Case Z-2012-09  
13 prepared by the Planning Board on September  
14 10, 2012. So based on that its stating that  
15 they would like it to be consistent with the  
16 surrounding zonings and with the CRA  
17 recommendations.

18 BOARD MEMBER WOODWARD: Well, have the  
19 facts changed?

20 MR. LEMO: No, sir.

21 BOARD MEMBER WOODWARD: Then we are in  
22 a legal argument.

23 CHAIRMAN BRISKE: Well, the Board  
24 certainly has the option of amending our  
25 recommendation, if we want to --

1 BOARD MEMBER TATE: Mr. Chair, if we  
 2 are in discussion, can I make not a motion  
 3 but a comment?  
 4 CHAIRMAN BRISKE: Absolutely.  
 5 BOARD MEMBER TATE: We have a split  
 6 parcel -- an individual with a split parcel.  
 7 And what we have not done is address that  
 8 issue specifically. This Board in our action  
 9 does not necessarily give approval to  
 10 whatever that person wants to do on that  
 11 piece of property, if its all the same  
 12 zoning. But rather just gives them a  
 13 consistent parcel one way or another.  
 14 And that's what I think in my opinion  
 15 has continued to happen is we continue to  
 16 have a split parcel in this specific, through  
 17 both of the other previous rezonings that  
 18 we've looked at it. And in my opinion we  
 19 need to make it one zoning one way or another  
 20 and let the Land Development Code take care  
 21 of the issues.  
 22 BOARD MEMBER WOODWARD: Does the  
 23 Applicant want it to go to industrial or go  
 24 to all residential?  
 25 CHAIRMAN BRISKE: Industrial. The

1 request is from R-5 to ID-1.  
 2 BOARD MEMBER DAVIS: I had a question,  
 3 just because I had read -- this morning I  
 4 went over it again. I believe the R-5 was  
 5 not included last time, we did not -- is that  
 6 right, Mr. Page?  
 7 MR. PAGE: Yes.  
 8 BOARD MEMBER DAVIS: We were not  
 9 looking at ID-1. Weren't we looking at a  
 10 higher intensity?  
 11 BOARD MEMBER TATE: ID-2, correct.  
 12 BOARD MEMBER DAVIS: That's the  
 13 difference here. We are looking at making  
 14 R-5 to ID-1 which is totally different than  
 15 what --  
 16 BOARD MEMBER TATE: Its always been  
 17 R-5.  
 18 BOARD MEMBER DAVIS: Yes, I know. But  
 19 they never asked us to go to ID-1 in that  
 20 case.  
 21 BOARD MEMBER TATE: Right. I'm sorry  
 22 I'm interrupting. RD-1 is what it is  
 23 currently.  
 24 BOARD MEMBER DAVIS: Yes.  
 25 BOARD MEMBER TATE: Part of it is.

1 BOARD MEMBER DAVIS: Part of it. So  
 2 what we're going to do is try to make it all  
 3 the same.  
 4 BOARD MEMBER WOODWARD: Does the  
 5 Applicant want it specifically ID-1 to match  
 6 the pink or purple or does it want some other  
 7 color?  
 8 CHAIRMAN BRISKE: All right. I think  
 9 we are going to have to go into the case, so  
 10 let's go ahead and do it by the record here.  
 11 So let's go ahead and have Juan present the  
 12 pictures, and then we'll bring Mr. Page up  
 13 and get him sworn in and get it all on the  
 14 record here. Because it may have to go to  
 15 some type of review if we don't agree here.  
 16 MR. LEMO: Once again this is rezoning  
 17 Case Z-2012-09, 2006 Border Street. The  
 18 request is to go from R-5 urban  
 19 residential/office district to ID-1 light  
 20 industrial district.  
 21 Next, please. This is our 500 foot  
 22 radius zoning for the property in question.  
 23 As you can see ID-1, R-5 and C-2. The future  
 24 land use for the property in question is  
 25 mixed-use urban is surrounded by the

1 mixed-use urban.  
 2 Next, please. This is existing land  
 3 use for the property, that's the 500 foot  
 4 radius plus. This is all community use  
 5 development area map showing the parcel to be  
 6 in the Englewood CRA community.  
 7 This is an aerial photograph of the  
 8 site in question.  
 9 This is our public sign notice. We are  
 10 looking towards the southwest on Border  
 11 Street from the property. Looking west  
 12 across the street from the property. Looking  
 13 toward the northeast on the road. This is  
 14 looking east on the site -- onto the site.  
 15 And looking northeast down Border Street.  
 16 Looking towards the northwest. And looking  
 17 towards the southwest. This is our 500 foot  
 18 radius map from the property appraiser. And  
 19 this is our file for mailing list for all the  
 20 property involved. And I think that  
 21 concludes the pictures and documents.  
 22 CHAIRMAN BRISKE: Okay. Are there any  
 23 questions on that, on the photography and the  
 24 maps? All right. Mr. Page. Good morning,  
 25 sir. We will have you sworn in.

1 WILEY C. "BUDDY" PAGE,  
 2 being duly sworn by the Court Reporter,  
 3 testified as follows:  
 4 CHAIRMAN BRISKE: Please state your  
 5 name and address for the record.  
 6 MR. PAGE: Good morning, Mr. Chairman  
 7 and Board. Buddy Page, 5337 Hamilton Lane in  
 8 Pace, Florida.  
 9 CHAIRMAN BRISKE: All right. Sir, did  
 10 you receive the County's rezoning package  
 11 with the Staff's findings of facts?  
 12 MR. PAGE: Mr. Chairman, I did.  
 13 CHAIRMAN BRISKE: Do you understand you  
 14 have the burden of providing substantial,  
 15 competent evidence that this proposed  
 16 rezoning is consistent with the Land  
 17 Development Code to further the goals,  
 18 objectives and policies of the comprehensive  
 19 plan that is not in conflict with that County  
 20 Land Development Code?  
 21 MR. PAGE: Yes, I do.  
 22 CHAIRMAN BRISKE: Sir, please proceed.  
 23 If you would just give the Board a little  
 24 background and what the changes might be here  
 25 please, Mr. Page.

1 MR. PAGE: Thank you, Mr. Chairman.  
 2 Board, the application before you this  
 3 morning obviously went from you originally to  
 4 the County Commissioners when we initially  
 5 asked that the property be zoned to ID-2 as  
 6 opposed to ID-1, and I will be brief in my  
 7 comments. The Board, and I made no  
 8 presentation to the Board. The Board  
 9 discussed this on their own, and you will  
 10 note in the record that there was some  
 11 discussion from Marie Young who represents  
 12 this district. As a matter of fact, she  
 13 seconded the motion.  
 14 And the finding as stated in the letter  
 15 we received from the Staff October the 15th,  
 16 basically says exactly what was read to you  
 17 here just a moment ago. That the Board made  
 18 the finding that the area -- the surrounding  
 19 area, this would be consistent with the  
 20 industrial types of uses that are there.  
 21 So rather than the ID-2, we now would  
 22 rather have the property all zoned ID-1.  
 23 That would be consistent with the portion  
 24 that's already ID-1. I think that that would  
 25 also allay a number of fears that this Board

1 heard the last time this was discussed in  
 2 terms of the ability of this piece of  
 3 property, small as it is, being turned into  
 4 another type of shredding operation where  
 5 there is some problems with that type of use  
 6 just down the way.  
 7 So, Mr. Chairman, I request this  
 8 morning for the Board to consider the ID-1  
 9 request for the balance of the property  
 10 that's not presently zoned ID-1.  
 11 CHAIRMAN BRISKE: Okay. Mr. Page, do  
 12 you agree with the Staff's findings on the  
 13 criteria?  
 14 MR. PAGE: To the extent that they  
 15 would be consistent with our request, yes.  
 16 CHAIRMAN BRISKE: Okay. All right.  
 17 Board Members, any questions for Mr. Page?  
 18 Do you have any witnesses you want to  
 19 call today?  
 20 MR. PAGE: No, sir. Thank you.  
 21 CHAIRMAN BRISKE: All right.  
 22 Juan, just state your name.  
 23 MR. LEMO: Juan Lemo, Escambia County  
 24 Planner. Once again rezoning Case Z-2012-09.  
 25 On the Criteria 1, the proposed amendment is

1 consistent with the intent and purposes of  
 2 the mixed use future land use category as  
 3 stated above. This category does allow for  
 4 residential use and no residential use,  
 5 commercial for combatable infield  
 6 development. Furthermore, the range of uses  
 7 extend from residential to light industrial.  
 8 The Staff concurs that the cumulative  
 9 nature of the ID-1 zoning category does allow  
 10 for light industrial which is specifically  
 11 mentioned in the mix-use urban category.  
 12 Criterium 2. The proposed amendment is  
 13 not consistent with the roadway access  
 14 requirements as stated in LDC-6.05.17.F of  
 15 the Land Development Code, which states that  
 16 access to the parcel must be from a collector  
 17 or arterial roadway. Direct access to this  
 18 property is provided by Border Street, a  
 19 local public two lane roadway.  
 20 Should this amendment be approved, the  
 21 industrial requirements set for in  
 22 LDC-7.20.07 will be reviewed during the site  
 23 plan review process. There are no natural  
 24 systems or sensitive land that may be  
 25 affected by this proposed request.



1 Criterium 3. The proposed amendment is  
2 not compatible with surrounding existing uses  
3 in the area. Within the 500 foot radius  
4 impact area, the Staff observed properties  
5 within District 1, C-2 and R-5.

6 Cloverland Subdivision property book 3,  
7 page 52 is within the radius. The R-21  
8 single family residences one mobile home  
9 park, six mobile homes, seven vacant  
10 residential properties, one church, four open  
11 storage properties and one wholesale parcel.

12 On the Criterium 4, the proposed  
13 amendment does have change conditions that  
14 impact the rezoning request by the applicant.  
15 This parcel is designated as part of the  
16 Englewood community development area.

17 Under the CRA plan adopted by the Board  
18 of County Commissioners July 6, 2000 and  
19 updated March 19, 2009. Compliance with the  
20 CRA development plan will be addressed by the  
21 Community Redevelopment Agency Staff.

22 Criterium 5. According to the national  
23 wetlands Inventory, wetlands and hydric soils  
24 were not indicated on the subject property.

25 Criterium No. 6. From observations of

1 industrial warehouse with the east border  
2 bordered by a railroad track and bordered by  
3 Hollywood Boulevard, in which all of that it  
4 seemed to be quite industrial, commercial and  
5 is zoned commercial. And then down through  
6 the years Border Street was kind of like a  
7 border, I guess that's why they named it for,  
8 because it was residential on one side of  
9 Border Street and it was commercial and  
10 warehouses all up and down through there.  
11 And if you look toward Bellfield, there is a  
12 big recycling of automobile parts that you  
13 can see. You can't help but see it, even if  
14 you were blind. And the area that's there,  
15 it looks like nobody would come in here in  
16 their right mind and build a residence right  
17 there in a dying -- of a dilapidated type  
18 industrial use area along Border Street or  
19 area that's even right down the street near  
20 the railroad track there's a heavy trucking  
21 area.

22 So why wouldn't we -- and as I analyzed  
23 my point of view as a Planning Board member,  
24 why would you not approve the request that  
25 even the County Commissioners see that this

1 the zoning map, it would appear that the  
2 on-site development pattern is moving toward  
3 a commercial type area. However, there is an  
4 existent predominant pattern of residential  
5 or residential community. Additional  
6 commercial or light industrial uses could be  
7 more intrusive and cause negative impact to  
8 the existent residential community.

9 The existing land use map and the  
10 findings in Criterium 3 provide support of  
11 the existing pattern of residential  
12 development in the surrounding area.

13 Since this is the case, the proposed  
14 request will not result in a logical and  
15 orderly development pattern as the allowed  
16 uses and intensities for the ID-1 zoning are  
17 incompatible with existent predominant  
18 residential neighborhood. And that concludes  
19 the Staff's findings.

20 CHAIRMAN BRISKE: Okay. Board Members,  
21 questions? Mr. Wingate.

22 BOARD MEMBER WINGATE: As I was looking  
23 at this and looking at the findings and  
24 observing that neighborhood over a lifetime  
25 of that neighborhood, it has gone from

1 is not going to be a good place where you're  
2 going to build a \$200,000 house.

3 MR. LEMO: First of all, if I may  
4 address that. I guess the biggest problem  
5 that we have with these is the road access.  
6 Its a two lane road. This is a local two  
7 lane road. It is not even a road that is  
8 suppose to support any type of  
9 commercial/industrial properties. Yes, I  
10 did drive out to the site. I've driven out  
11 to the sites too many times, if you ask me.  
12 So I'm very familiar with the area. I've  
13 seen it in the morning, I've seen it on the  
14 weekend, I've seen it at night. Is there  
15 heavy traffic, lots of residential traffic.  
16 I sat on that property for hours and hours  
17 looking at that existing use as to what was  
18 going on in the surrounding areas.

19 Is there commercial on the north  
20 portion, if you head towards Fairfield, yes,  
21 there is existent commercial uses. Is there  
22 mainly residential going to the south of  
23 Border Street, yes there is mainly  
24 residential subdivisions of that, that are  
25 in existence

1 So it is the Staff's opinion and  
2 continues to be my opinion that its not a  
3 compatible use.

4 BOARD MEMBER TATE: Can I ask a  
5 question specifically in regards to the road  
6 usage?

7 MR. LEMO: Yes.

8 BOARD MEMBER TATE: Obviously a portion  
9 of the parcel is already ID-1 and there is  
10 other ID-1 parcels on that road. Does not  
11 the Land Development Code guarantee those  
12 landowners right of access to their site?

13 I'm not saying necessarily what they  
14 take down it, but they have the right to go  
15 to their properties on that road, whatever  
16 the level of surface or road type.

17 MR. JONES: Yes and no to that  
18 question. Yes, you do have access to the  
19 property. However, for additional type use  
20 or different type uses, the location criteria  
21 must come into play. That requirement must  
22 come into play as well. So yes, they have  
23 access, but that particular use may be not  
24 allowed.

25 BOARD MEMBER TATE: But that is not a

1 you're saying. I think that's what we're  
2 trying to balance is the yes and the no  
3 because its gray instead of black and white.

4 MR. LEMO: So you know it, we as the  
5 Staff when we read something like the roadway  
6 access requirements and land development is  
7 pretty black and white to us when we made  
8 that determination. It specifically states  
9 what type of road needs to be in order to  
10 support that ID use. And that road does not  
11 -- it is not conforming that road with the  
12 proposed use.

13 BOARD MEMBER WINGATE: So being that  
14 the road doesn't allow this care, its not up  
15 to standards to allow the zoning use, being  
16 that this particular labor -- from Hernandez  
17 Street up to the railroad over to Border  
18 Street becomes an isolated district because  
19 nobody is going to do nothing there because  
20 its not big enough to do a business. Its not  
21 desirous enough to build a house so you  
22 become -- you become what right on the corner  
23 there where people take this Border Street as  
24 a shortcut. Because I have used it and it  
25 becomes -- you can't say its a zoning or you

1 rezoning issue, that's a development issue?

2 MR. JONES: Its both. The reason  
3 because its specific in Chapter 6 and there  
4 is no deviation to any of the site and  
5 building requirements in Chapter 6, so that  
6 does make it a zoning issue as well.

7 BOARD MEMBER TATE: It doesn't make it  
8 a rezoning issue. It makes it a use issue on  
9 rezoning.

10 MR. JONES: It makes it a zoning issue  
11 because ID-1 is a zoning category.

12 BOARD MEMBER TATE: Okay. So we have  
13 existing ID-1, existing uses. It just limits  
14 what it can do; right? I mean ultimately is  
15 that what it becomes?

16 MR. JONES: Again yes and no to that.  
17 I mean its just -- again the Planning Board  
18 -- the Planning Board does have that  
19 discretion to --

20 BOARD MEMBER TATE: I was going to say  
21 before you were married it was either yes or  
22 no, but you're learning --

23 CHAIRMAN BRISKE: He's well trained now

24 MR. JONES: I'm learning better.

25 BOARD MEMBER TATE: I understand what

1 can't say -- it basically becomes an isolated  
2 district for the person that owns the piece  
3 of property. He has just got to say I need  
4 to walk away from it.

5 BOARD MEMBER WOODWARD: I think this  
6 kind of gets down to basic principles of  
7 administrative law, because we can't go more  
8 strict than the statute, but we can certainly  
9 be more liberal. And I can't think of  
10 anything more useless than having a piece of  
11 property that's split like this one, and we  
12 need to make it either one or the other. And  
13 its come back to us twice and we need to  
14 dispose of it. If the Board of County  
15 Commissioners doesn't like what we do this  
16 time, I'm going to give Mr. Page a copy of  
17 this page of the Law Review article and he  
18 can go from there.

19 But I would move that we make this  
20 thing consistent whatever the magic words of  
21 the motion are and make it ID-1.

22 BOARD MEMBER TATE: Second.

23 CHAIRMAN BRISKE: Okay. So you're not  
24 accepting the Staff's findings then, because  
25 they are showing inconsistency in the

1 findings. So we would have to have alternate  
2 findings for the criterium.

3 BOARD MEMBER GOODLOE: Mr. Chairman, I  
4 would also state on Criteria 4 we have a  
5 letter from the CRA that supports the ID-1  
6 now, and so that would obviate that they have  
7 in their findings.

8 MR. LEMO: Yes. 4 we don't have  
9 anything. We just say whatever the CRA  
10 findings were, for the Staff that's what we  
11 will agree with on that.

12 BOARD MEMBER WOODWARD: I agree with  
13 Mr. Wingate. Because somebody had to come  
14 along at some point in time and go the other  
15 direction down on the water front. Because  
16 if you look at the old woodcuts and drawings  
17 of the water front, it was warehouse from one  
18 end to the other. And granted some of it was  
19 done by urban renewal, but you still have  
20 grandfathered outfits down there that they  
21 stopped pumping oil and things like that,  
22 that are going to have to go.

23 But this is the flip of it. This  
24 neighborhood is obviously changing away from  
25 a residential neighborhood to some kind of

1 property whatsoever for this property, as it  
2 has some use of this property. It may not be  
3 the desired use that they would want, but the  
4 zoning category -- but the ID-1 still would  
5 allow for some type of use to that property.

6 So its not worthless, its not value.  
7 There is still some potential uses that  
8 someone still can do with that property and  
9 still be in compliance with the R-5 zoning  
10 requirements or whatever the zoning  
11 requirements may be. So I just want to say  
12 that for the record.

13 CHAIRMAN BRISKE: Okay. Before we  
14 accept the motion, we do have one someone  
15 from the public who wishes to speak on this  
16 matter. For those members of the public who  
17 wish to speak, please note the Planning Board  
18 bases our decisions on the criteria and  
19 exceptions described in Section 20802D of the  
20 Escambia County Land Development Code.

21 During our deliberation the Planning  
22 Board does not consider general statements to  
23 support our opposition. Accordingly please  
24 limit your testimony to the criteria and  
25 exceptions described in Section 20802D.

1 industrial neighborhood, whether its good,  
2 bad or otherwise. And that doesn't mean the  
3 City won't come along and mediate the traffic  
4 problem, if the traffic problem gets that  
5 heavy. They will put counters out there and  
6 decide what they need to do. Or I don't know  
7 whether this is in the city or county. I  
8 kind of live out that way and I can never  
9 figure out where it stops and starts. I just  
10 know I live in the county.

11 I just can't see having a piece of  
12 property that's worthless because its in two  
13 different zoning areas. So that's why I move  
14 and I think that we are well within the gamut  
15 of the doctrines of administrative law to go  
16 liberal. And going liberal in this regard is  
17 going away from the stricture of the statute  
18 to an equitable solution for the landowner.

19 MR. JONES: I would like to say this.  
20 The Planning Board definitely has that  
21 discretion to disagree with the Staff's  
22 findings of facts, and that's -- you-all have  
23 that authority. With the understanding that  
24 there is a use for this property. We don't  
25 want to say there is no known use for this

1 Please also note that only those  
2 individuals who are here today and give  
3 testimony on the record at this hearing will  
4 be allowed to speak at the subsequent hearing  
5 before the County Commissioners.

6 Ms. Lucinda Martin, please. You don't  
7 wish to speak?

8 MS. MARTIN: No.

9 CHAIRMAN BRISKE: Okay. Ms. Martin has  
10 declined to speak. Is there anyone else here  
11 who wishes to speak from the public on this  
12 matter?

13 Okay. I hereby close the public forum  
14 of the meeting. And the Chair will now  
15 entertain a motion.

16 Mr. Page, did you have anything to add  
17 before the Board acts?

18 MR. PAGE: No, sir.

19 CHAIRMAN BRISKE: The Chair will  
20 entertain a motion. I will ask that you  
21 address the criterium individually if you  
22 make a motion, please.

23 BOARD MEMBER TATE: Mr. Chair, I move  
24 that this Board --

25 BOARD MEMBER WOODWARD: I will withdraw

1 my motion that I had informally made.

2 CHAIRMAN BRISKE: I'm sorry. I didn't  
3 know -- I apologize. Mr. Tate, continue  
4 please.

5 BOARD MEMBER TATE: I move that this  
6 Board approve the rezoning of this property  
7 to a single zoning category of ID-1 and find  
8 that it is 1, consistent with comprehensive  
9 plan; and 2, consistent with the Land  
10 Development Code. Roadway access is an  
11 issue, but the issue becomes a matter of  
12 zoning and use that has to be addressed by  
13 the applicant.

14 Criterion 3. I do believe that while  
15 it may not be fully consistent with  
16 underground uses, it is very consistent with  
17 zoning in the area. Criterion 4, changed  
18 conditions, not really applicable. I find  
19 that there is no affect on natural  
20 environment. And 6, that the development  
21 patterns are stagnant one way or another in  
22 this area, and I don't know that this change  
23 is going to affect the development pattern of  
24 this area.

25 CHAIRMAN BRISKE: Thank you. We have a

1 REPORTER'S CERTIFICATE

2  
3  
4 I, Deborah Dukes, Court Reporter and Notary Public  
5 in and for the State of Florida at large, certify that  
6 I was authorized to and did stenographically report the  
7 foregoing hearing; and that the transcript is a true  
8 and complete record of my stenographic notes.

9 I further certify that I am not a relative,  
10 employee, attorney or counsel of any of the parties,  
11 attorney or counsel connected with the action, nor am I  
12 financially interested in the action.

13 Dated this 19th day of December, 2012.

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Deborah Dukes, Court Reporter

1 motion. Do we have a second?

2 BOARD MEMBER WOODWARD: Second.

3 CHAIRMAN BRISKE: We have a motion and  
4 a second. Any further discussion? All those  
5 in favor say aye. Aye. Opposed. Motion  
6 carries unanimously. All right. Thank you,  
7 Mr. Page.

8 MR. PAGE: Thank you.

9 CHAIRMAN BRISKE: All right. At this  
10 point we will officially close the  
11 quasi-judicial hearing. We thank the Court  
12 Reporter for her time. Thank you.

13 (Hearing was concluded at 10:20 a.m.)  
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1 Z-2012-09  
 2  
 3 Applicant: Wiley C. "Buddy" Page, Agent for Rick Evans Contracting  
 4 Address: 2006 Border St  
 From: R-5, Urban Residential/Limited Office District,  
 5 (cumulative) High Density and ID-1, Light Industrial District (cumulative) (no residential uses allowed)  
 6 To: ID-1, Light Industrial District (cumulative) (no residential uses allowed)  
 7  
 8  
 9 MR. BRISKE: Our next case is a remanded case.  
 11:08AM 10 It's Case Z-2012-09, remanded from the Board of County Commissioners on 6/28/12. The  
 11 applicant/agent is Mr. Buddy Page, agent for Rick Evans Contracting. This is 2006 Border Street from  
 12 and R-5, Urban Residential to an ID-1, Light Industrial District.  
 13  
 14  
 15 Members of the Board, once again I'll ask about  
 16 ex parte communication. If there has been any  
 17 ex parte communication between the agents,  
 18 attorneys, witnesses, Planning Board members or  
 19 members of the public. Also disclose if you have  
 11:08AM 20 visited the subject property, and also please  
 21 disclose if you're a business associate or relative  
 22 of any of the parties. And we'll start with Ms.  
 23 Oram.  
 24  
 11:09AM 25 MS. ORAM: No to all.  
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1 MS. HIGHTOWER: No to all.  
 2 MR. GOODLOE: No to all, except I have visited  
 3 the site.  
 4 MR. BRISKE: Okay.  
 11:09AM 5 MR. WOODWARD: No to all.  
 6 MR. BRISKE: The Chairman, no to all.  
 7 MR. TATE: No to all.  
 8 MS. DAVIS: No to all.  
 9 MR. BRISKE: Mr. Wingate.  
 11:09AM 10 MR. WINGATE: No, except I have visited the  
 11 site.  
 12 MS. SINDEL: No to all, but I have visited the  
 13 site.  
 14 MR. BRISKE: Thank you. Staff, was notice of  
 15 the hearing sent to the interested parties?  
 16 MS. CAIN: Yes, it was.  
 17 MR. BRISKE: And was that notice of hearing  
 18 also posted on the subject property?  
 19 MS. CAIN: Yes, it was.  
 11:09AM 20 MR. BRISKE: If you'll just refresh our memory  
 21 with the maps and the photography before we get into  
 22 the testimony.  
 23 MR. LEMOS: Juan Lemos, Escambia County  
 24 planner. Once again, this is rezoning Case 2012-09  
 11:09AM 25 at 2006 Border Street. Their request from R-5 to  
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1 ID-1, Light Industrial District. This is our  
 2 locational map, wetlands map. This is our 500 foot  
 3 zoning map showing this parcel with R-5 and ID-1.  
 4 This is the future land use map, Mixed Use Urban.  
 11:10AM 5 This is our existing land use map. This is a map  
 6 for the CRA. This is an aerial photograph of the  
 7 parcels in question. This is the sign, the public  
 8 notice sign placed on site. This is looking toward  
 9 the southwest on Border Street. Looking west across  
 10 the parcel. Looking toward the northeast from the  
 11 parcel. Looking east onto the site, onto the  
 12 parcel. Once again, looking northeast. Looking  
 13 toward the northwest across from the parcel. And  
 14 looking towards the southwest. This is a 500 foot  
 11:11AM 15 radius map from the Escambia County Property  
 16 Appraiser. And this is our 500 foot mailing list.  
 17 MR. BRISKE: Board members, any questions on  
 18 the maps or photography? And that's a good one to  
 19 leave up. Let's leave that up.  
 11:11AM 20 MR. TATE: I do have a question. Mr. Chairman.  
 21 MR. BRISKE: Yes, sir.  
 22 MR. TATE: In regards to this particular piece  
 23 of property, are we once again dealing with a split  
 24 parcel?  
 11:11AM 25 MS. CAIN: Yes, sir.  
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1 MR. TATE: So you have a portion of it that's  
 2 already ID-1 and a portion of the same parcel that  
 3 is is R-5?  
 4 MS. CAIN: Yes.  
 11:12AM 5 MR. BRISKE: Staff affirmatively said yes.  
 6 Make sure you speak up.  
 7 Any other questions on the maps or photography?  
 8 MR. WOODWARD: What about that little triangle  
 9 in there between the red, on the west, and the  
 10 proposed - what's going to happen to that?  
 11 MS. CAIN: That's not part of - where the hand  
 12 is?  
 13 MR. WOODWARD: Yes, where the hand is.  
 14 MR. LEMOS: That's not part of this, of the  
 11:12AM 15 parcel.  
 16 MR. WOODWARD: So nothing is going to happen to  
 17 it?  
 18 MR. LEMOS: No.  
 19 MR. WOODWARD: It will stay R-5, stuck down in  
 11:12AM 20 there?  
 21 MR. LEMOS: Yes, sir.  
 22 MR. BRISKE: Any other questions on the map?  
 23 Okay. Mr. Page.  
 24 MR. TATE: Can we go to the aerial of that so  
 11:12AM 25 we see that on the aerial? That piece of property  
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1 is just –

2 MR. BRISKE: Is that a retention pond?

3 MR. LEMOS: This, right here.

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

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

6 MR. TATE: It's mainly pavement.

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

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

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

11:13AM 10 about where you have the –

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

12 MR. JONES: We believe it's County

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

14 question.

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

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

17 streets in there, too.

18 MR. BRISKE: Okay. Any other questions on

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

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

21 it if we need to.

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

23 (WHEREUPON, Mr. Page was sworn).

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

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

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

2 Pace, Florida.

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

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

11:14AM 5 hearing package?

6 MR. PAGE: Yes, I have.

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

8 And you understand that you have the burden to

9 provide substantial competent evidence that this

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

11 furthers the goals, objectives and policies of the

12 Comprehensive Plan, and is not in conflict with the

13 Land Development Code?

14 MR. PAGE: Yes, I do.

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

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

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

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

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

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

21 Staff will do their findings. And then when we

22 typically go into the public comment portion we will

23 give Mr. Kerrigan an opportunity to represent his

24 case and his clients.

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

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1 you are subject to cross-examination if you testify

2 under oath. Anyone who is going to testify must

3 fill out one of these speaker request forms.

4 Anything that is needing to be brought forward will

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

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

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

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

9 please.

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

11 like to request that my testimony be considered by

12 the Board as that of an expert.

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

14 previously qualified Mr. Page in the areas of land

11:16AM 15 use and planning as an expert. Are there any

16 questions of the Board members of his

17 qualifications?

18 MS. SINDEL: No.

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

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

21 qualify. Is there a second?

22 MS. SINDEL: Second.

23 MR. BRISKE: Any discussion? All those in

24 favor, say aye.

08:35AM 25 (Board members vote.)

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1 MR. BRISKE: Opposed?

2 (None.)

3 MR. BRISKE: Okay. Your testimony will be

4 considered as an expert witness for the case.

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

6 application that's back before the Board this

7 morning is requesting, or originally requested an

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

9 presented this for your consideration the owner had

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

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

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

13 originally made. The Planning Board felt otherwise.

14 The owner felt compelled to take the issue before

11:17AM 15 the County Commissioners and make his case there.

16 And, obviously, the Board asked that that be sent

17 back for further consideration by this Board.

18 Since that period of time, the owner has

19 requested that we submit that in the form of an

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

21 decided to give the Staff some additional period of

22 time to develop the actual criteria, which brings us

23 back before you today.

24 The criteria as written by the Board, Mr.

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

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1 through – starting with Number 1, the future land  
 2 use, whether it's compatible with the Comprehensive  
 3 Plan, Staff findings indicate that it is consistent  
 4 with the intent and purpose of the future land use  
 5 categories, especially MUU.  
 6 Mr. Chairman, under Criteria 2, consistency  
 7 with the Land Development Code, the findings there  
 8 are stated that it is not consistent with the road  
 9 access requirements under 6.05.17.F. We would  
 10 maintain that under 6.05.17.F, the clear reading of  
 11 it says that direct access must be provided from a  
 12 collector or arterial roadway, and such access must  
 13 be provided by curb cuts on the collector or  
 14 arterial right-of-way, or a private or public  
 15 commercial access road linking the corridor or  
 16 residential subdivision between the two and the  
 17 collector or arterial roadway.  
 18 Mr. Chairman, we feel like we qualify under  
 19 that category. Nowhere in the Land Development Code  
 20 or the Comprehensive Plan do we find what is defined  
 21 as a public commercial access road linking the two.  
 22 It certainly is a commercial roadway. Border Street  
 23 has a history of being a shortcut, if you will,  
 24 between Mobile Highway, at the overpass at the  
 25 Circle, straight up to Fairfield Drive.  
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1 6.05.17.F additionally says that no permit  
 2 shall be issued on any proposed use that requires  
 3 access through a residential subdivision or  
 4 neighborhood. This, especially looking at the  
 5 overhead map that we had a moment ago showing the  
 6 zoning, this does not go through a residentially  
 7 zoned area. It has all ID-1 – at that this  
 8 particular location north, it has all ID-1 on one  
 9 side and it has all C-2 on the other. And then  
 10 given the fact that if you look south of this  
 11 particular lot on the same side of the street, on  
 12 the west side, even though there are zoned  
 13 categories of R-5, the actual use of the property as  
 14 you drive out and look at it, is for a considerable  
 15 amount of nonresidential activity, in general, but  
 16 especially a considerable amount of heavy outside  
 17 storage, which is exactly the case right next door  
 18 to the piece that we are presenting to you here  
 19 today. So we feel like we do qualify under roadway  
 20 access. There is a provision there that says by way  
 21 of public commercial access linking the two. There  
 22 certainly is a public access that links the two and  
 23 we're not going through a residential subdivision.  
 24 Mr. Chairman, under Criteria 3, the  
 25 compatibility with surrounding areas, the Staff  
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1 finds that the surrounding existing uses, that we  
 2 would not be compatible with that. It states, and  
 3 it gives an inventory that within 500 feet there are  
 4 21 or so single family residential homes, mobile  
 5 homes and several other vacancies and so forth.  
 6 The people that deal with these neighborhoods  
 7 down at perhaps a finer level than the Planning  
 8 Department is the Community Redevelopment Agency,  
 9 the CRA. Mr. Chairman, we have and I hope each of  
 10 you have a –  
 11 MR. LEMOS: They do not. They do not have it  
 12 yet, Buddy.  
 13 MR. PAGE: Well, perhaps you'll have it  
 14 momentarily. But in any event, the CRA, because we  
 15 are within the boundary line of the Englewood  
 16 Redevelopment Area, the application has to have  
 17 further scrutiny by the department that deals with  
 18 neighborhood improvements and so forth. In their  
 19 interoffice memorandum September the 7th, I presume  
 20 – if you don't have a copy I'll certainly submit  
 21 this as evidence. The summary –  
 22 MR. BRISKE: Hold on just a moment. Is that  
 23 going to be presented by Staff or does he need to  
 24 enter it into evidence?  
 25 MR. LEMOS: If he wants to request that the  
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1 Board receive this as –  
 2 MR. BRISKE: Would you want it to be considered  
 3 as evidence in your case, Mr. Page?  
 4 MR. PAGE: Yes, I would.  
 5 MS. SINDEL: Let's go ahead and address that  
 6 right now. Please explain to us what the document  
 7 is and what it includes, and we'll consider entering  
 8 it as your Plaintiff's Exhibit.  
 9 MR. PAGE: Mr. Chairman, as I indicated  
 10 earlier, if you are within a redevelopment area, and  
 11 this one is right on the edge of Englewood, you are  
 12 required to go through an additional level of  
 13 review. The Community Redevelopment Agency, who has  
 14 a representative here behind me today, made that  
 15 review and came back with the findings that are  
 16 contained in this interoffice memorandum dated  
 17 September the 7th. And it's from the – it's to the  
 18 Planning Board from David Forte, who is present here  
 19 today, through Eva Peterson, who is the CRA manager.  
 20 MR. WOODWARD: Mr. Page, if the author of the  
 21 document is here let's have him authenticate it.  
 22 MR. PAGE: Very well.  
 23 MR. LEMOS: Let him finish his case first or –  
 24 MR. BRISKE: He's wanting to bring it into  
 25 evidence at this point, so let's go ahead and get it  
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1 authenticated. Get sworn in first, please.  
 2 (WHEREUPON, Mr. Forte was sworn).  
 3 MR. BRISKE: David, please state your name and  
 4 position, with your address, for the record.  
 11:23AM 5 MR. FORTE: David Forte, Urban Planner, II,  
 6 Community Redevelopment Agency.  
 7 MR. BRISKE: Okay.  
 8 MR. WOODWARD: Mr. Page has made reference to a  
 9 document, and I understand that you've authored it.  
 11:24AM 10 Would you tell us when you authored it?  
 11 MR. FORTE: Correct. Each rezoning case that  
 12 comes before the Planning Board, that falls within  
 13 the CRA district, we are notified as we are asked to  
 14 submit a memo.  
 11:24AM 15 MR. WOODWARD: When did you do that?  
 16 MR. FORTE: September 7th.  
 17 MR. WOODWARD: Did you do that from your own  
 18 observations or as a committee, or how did you do  
 19 that?  
 11:24AM 20 MR. FORTE: We submit them based off of plans  
 21 and the vision of the area.  
 22 MR. WOODWARD: So you actually inspected the  
 23 property, yourself?  
 24 MR. FORTE: I have seen – I have been to the  
 11:24AM 25 property.  
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1 MR. WOODWARD: And this is the summation of  
 2 your opinion after having done that; is that  
 3 correct?  
 4 MR. FORTE: After seeing the property and  
 11:24AM 5 knowing what the plan says and our vision of this  
 6 area, yes, sir.  
 7 MR. WOODWARD: Okay. I move for the admission  
 8 of this document, whatever number it's going to be.  
 9 MR. BRISKE: Okay. We're going to enter it as  
 11:24AM 10 Applicant's Exhibit A.  
 11 MS. SINDEL: I second the motion.  
 12 MR. BRISKE: It will be B. I'm sorry. Because  
 13 we have the Findings-of-fact as A.  
 14 MR. WOODWARD: Mr. Kerrigan might have wanted  
 11:25AM 15 some voir dire on that. I don't know whether he  
 16 does or not. Mr. Kerrigan, did you want to examine  
 17 the witness on the authenticity of the document?  
 18 MR. KERRIGAN. I can't examine him. I've never  
 19 heard of him before. And I have no idea what he  
 11:25AM 20 does, and my clients have never heard of him, and  
 21 he's never talked to my clients so I can't examine  
 22 him.  
 23 MR. WOODWARD: Okay.  
 24 MR. BRISKE: We'll give Mr. Kerrigan an  
 11:25AM 25 opportunity to come back and visit that when he  
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1 comes forward.  
 2 Okay. If you'll give copies to the Board. I  
 3 believe we have a motion on the floor to accept this  
 4 as Applicant's – into evidence as Applicant's  
 11:25AM 5 Exhibit – we'll label it B, I'm sorry –  
 6 Applicant's Exhibit B.  
 7 MR. TATE: Mr. Chairman, just for the sake of  
 8 everyone present, if I understand correctly we have  
 9 a previously submitted interoffice memorandum on the  
 11:25AM 10 previous rezoning which is part of today's packet as  
 11 –  
 12 MR. BRISKE: Right. Everything that was in the  
 13 original case is still part of the package which was  
 14 remanded back to us. This would be additional  
 11:26AM 15 information. But, yes, that's correct.  
 16 So we have a motion on the floor to accept. Do  
 17 we have a second?  
 18 MS. DAVIS: Second.  
 19 MR. BRISKE: We have a second. Any further  
 11:26AM 20 discussion? All those in favor say aye.  
 21 (Board members vote).  
 22 MR. BRISKE: Opposed.  
 23 Okay. This is accepted as Applicant's Exhibit  
 24 B.  
 11:26AM 25 (Applicant's Exhibit B, Letter from CRA dated  
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1 September 7, was identified, hereto attached.)  
 2 MR. BRISKE: Go ahead, sir.  
 3 MR. PAGE: So Mr. Chairman, I would just direct  
 4 the attention of the Board to the second sentence in  
 11:26AM 5 the second paragraph as to what I was quoting, the  
 6 zoning district request to ID-1 is compatible with  
 7 future land use and surrounding industrial zoning.  
 8 There was some request there from the CRA, if this  
 9 is approved, for the applicant to come forward for  
 11:26AM 10 some additional screening, which he would be  
 11 interested in because there is some financial  
 12 incentive as far as a shared cost for that type of  
 13 thing.  
 14 So we feel like based upon their review and our  
 11:27AM 15 presentation, that we are compatible with the  
 16 surrounding uses.  
 17 I would also say, Mr. Chairman, that if we  
 18 could go back – well, looking at the aerial or the  
 19 overhead that we have showing the current zoning in  
 11:27AM 20 the area, if you take a 500 foot radius on this all  
 21 the way around, you have something that approaches  
 22 probably a little over a quarter mile wide by a  
 23 quarter mile high, which roughly translates into  
 24 about 25 to 28 acres. If you divide that 25 –  
 11:27AM 25 let's say 25 acres up, by the colors that you see  
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1 there, I think the Board would agree that the yellow  
 2 R-5 represents probably somewhere around 20 to 25  
 3 percent of the zoned residential area within this  
 4 overall circular boundary, and that the  
 11:28AM 5 nonresidential, or C-2 or ID-1 would represent the  
 6 balance. So we feel like that that might have some  
 7 relevance in the decision making for the CRA, that  
 8 they obviously spoke for themselves.  
 9 So Mr. Chairman, that's what Criteria Number 3.  
 11:28AM 10 Criteria 4, changed conditions. I think that  
 11 basically is alerting us that the area has been  
 12 included in the boundary areas of the CRA. And the  
 13 CRA plans, to my understanding, have been adopted by  
 14 the County Commission and will be making a further  
 11:28AM 15 presence known in the Land Development Code in the  
 16 future.  
 17 Criteria 5, the effect on the natural  
 18 environment. There were not any known on the site.  
 19 And I think this indicates that they, too, have not  
 11:29AM 20 found any, as well.  
 21 And Mr. Chairman, in conclusion, Criteria  
 22 Number 6, the development patterns that are within  
 23 the area, the findings that the Staff has says from  
 24 observation on the zoning map, it would appear that  
 11:29AM 25 the onsite development pattern is moving toward  
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1 commercial type area. We agree with that. The  
 2 second sentence says, however, there is an existing  
 3 predominant pattern of residential. We don't see a  
 4 pattern emerging as residential in that area to  
 11:29AM 5 support that sentence. I simply would go back and  
 6 say that given what we see here now, that that area  
 7 is under transition. It's along a railroad track.  
 8 And it's interesting to note, Mr. Chairman,  
 9 that the Land Development Code and the Comprehensive  
 11:29AM 10 Plan have elements that encourage ports. The County  
 11 doesn't have a port, but it has an element for that,  
 12 and also airports, which the County does not  
 13 necessarily have. But there's nothing in the Land  
 14 Development Code or the Comprehensive Plan that  
 11:30AM 15 chooses to feature and foster and promote some type  
 16 of rail development. It's just simply not there.  
 17 You take a look at the criteria location for  
 18 industrial, they always talk about being located on  
 19 a road or near an intersection. Most of the  
 11:30AM 20 industrial people that I've become associated with  
 21 over the past 35 or 40 years, they want to be along  
 22 a railroad track or some other good type of an  
 23 intermodal transportation service. So while this  
 24 backups to a railroad track, which certainly is a  
 11:30AM 25 feather in the cap of an industrial type of  
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1 development, the concern in the review of that  
 2 application from the County always has to do with  
 3 roadway type impacts. We think that to be fair and  
 4 balanced there should be some type of balance on the  
 11:31AM 5 side of railway type of development.  
 6 We certainly have thousands, if not miles, of  
 7 rail frontage all the way up Highway 29 on both  
 8 sides that actually come right down to this area  
 9 here. But the difficulty in locating something is  
 10 that it's got to be on a certain road or near a  
 11 certain type of intersection, and we think that  
 12 leaves a void when it comes to addressing property,  
 13 that would have an opportunity to take advantage of  
 14 rail frontage.  
 11:31AM 15 So Mr. Chairman, we feel like we meet all six  
 16 of these criteria based on our evaluation of the  
 17 Staff's report. We will certainly try to answer any  
 18 questions that the Board members might have.  
 19 MR. BRISKE: Board members, any questions  
 11:31AM 20 initially, of Mr. Page? We'll, obviously, hear from  
 21 him more as we go forward, but any questions at this  
 22 point?  
 23 MS. SINDEL: No.  
 24 MR. BRISKE: Let's go ahead and move on to the  
 11:32AM 25 Staff's presentation and then we can come back.  
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1 MR. LEMOS: Once again, Juan Lemos, Escambia  
 2 County Planner. This is rezoning Case 2012-09, from  
 3 R-5 Urban Residential Limited Office District,  
 4 cumulative high density, to ID-1, Light Industrial  
 11:32AM 5 District, no residential uses allowed.  
 6 Under Criterion (1): The proposed amendment is  
 7 consistent with the intent and purpose of the Mixed  
 8 Use Urban Future Land Use Category, as stated above.  
 9 This category does allow for residential uses and  
 10 nonresidential uses (commercial) for compatible  
 11 infill development. Furthermore, the range of uses  
 12 extends from residential to light industrial. Staff  
 13 concurs that the cumulative nature of the ID-1  
 14 zoning category does allow for light industrial  
 15 which is specifically mentioned in Mixed Use Urban.  
 16 Criterion (2): The proposed amendment is not  
 17 consistent with the roadway access requirements as  
 18 stated in LDC 6.05.17.F of the Land Development Code  
 19 which states that access to the parcel must be from  
 20 a collector or an arterial roadway. Direct access  
 21 to the property is provided by Border Street, which  
 22 is a local public two lane roadway. Should this  
 23 amendment be approved, the industrial locational  
 24 requirements set forth in LDC 7.20.07 will be  
 25 reviewed during the site plan review process. There  
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1 are no natural systems or sensitive lands that may  
 2 be affected by this proposed request.  
 3 Criterion (3): The proposed amendment is not  
 4 compatible with the surrounding existing uses in the  
 5 area. Within the 500 foot radius impact area, Staff  
 6 observed properties with zoning districts ID-1, C-2  
 7 and R-5. Cloverland Subdivision, (Property Book 3,  
 8 Page 52) is within the radius. There are 21 single  
 9 family residences, one mobile home park, six mobile  
 10 homes, seven vacant residential properties, one  
 11 church and four open storage properties and one  
 12 wholesale parcel.  
 13 Criterion (4): The proposed amendment does  
 14 have changed conditions that impact the rezoning  
 15 request by the applicant. This parcel is designated  
 16 as part of the Englewood Community Redevelopment  
 17 Area, under the Community Redevelopment Plan adopted  
 18 by the Board of County Commissioners July 6, 2000  
 19 and updated March 19, 2009. Compliance with the  
 20 Englewood Redevelopment Plan will be addressed by  
 21 the Community Redevelopment Agency Staff.  
 22 Criterion (5): According to the National  
 23 Wetlands Inventory, wetlands and hydric soils were  
 24 not indicated on the subject property.  
 25 Criterion (6): From observation of the zoning  
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1 map, it would appear that the onsite development  
 2 pattern is moving towards a commercial type area.  
 3 However, there is an existing predominant pattern of  
 4 a residential community; additional commercial or  
 5 light industrial uses could be more intrusive and  
 6 cause a negative impact to the existing residential  
 7 community. The existing land use map and the  
 8 findings on Criterion 3 provide support of the  
 9 existing patterns of residential development in the  
 10 surrounding area. Since this is the case, the  
 11 proposed request would not result in a logical and  
 12 orderly development pattern, as the allowed uses and  
 13 intensities for the ID-1 zoning are incompatible  
 14 with the existing predominant residential  
 15 neighborhood.  
 16 And that ends Staff's presentation.  
 17 MR. TATE: I have a question for Staff.  
 18 MR. BRISKE: Mr. Tate.  
 19 MR. TATE: Development patterns. In our packet  
 20 of findings you addressed ID-2. Am I looking at the  
 21 wrong one?  
 22 MR. GOODLOE: Look at 183.  
 23 MR. TATE: I'm on the wrong page.  
 24 I guess my question – we kind of have the flip  
 25 of what we've typically seen with the Community  
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1 Development Agency in regard to development patterns  
 2 and/or the thought of the Redevelopment Agency.  
 3 Typically, we've seen where our findings are  
 4 positive from the Staff, where theirs are negative.  
 5 We now have the opposite of that, and I'm trying to  
 6 understand why.  
 7 MR. JONES: The reason being for us, I can  
 8 speak for our planning and development, we looked  
 9 at –  
 10 MR. TATE: And you trained David.  
 11 MR. JONES: Well, yes. And we can graciously  
 12 disagree on –  
 13 MR. TATE: Right. And we have in the past.  
 14 But, I mean, in this particular case I think we need  
 15 to understand the Staff's –  
 16 MR. JONES: Our position is on this part, yes,  
 17 we do recognize that the zoning maps do allow for –  
 18 you have lots of industrial and commercial use out  
 19 there. But with rezoning, we look at the overall  
 20 impact of this particular rezoning project on the  
 21 surrounding community. And there is a community  
 22 there. It's an older subdivision. But when you  
 23 bring in industrial type uses, not just what it can  
 24 be – it can anything, a borrow pit, all those uses  
 25 that can be allowed in industrial uses – we will  
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1 look at how will those industrial uses affect that  
 2 community, affect that area.  
 3 In the zoning maps – we've got so many uses on  
 4 the ground that does not necessarily go with the  
 5 zoning, but we have to look at all of those things  
 6 when we look at our rezoning cases, and that's where  
 7 we differ now. They can speak about that. They may  
 8 have plan to going to more industrial type uses in  
 9 that area, but with zoning we're looking at the  
 10 impact of this rezoning case on the surrounding  
 11 community.  
 12 MR. TATE: And can you tell us, based on that,  
 13 just within the 500 foot radius, what uses within  
 14 that 500 foot radius are or are not ID-2? I  
 15 understand that, I mean, how they're used.  
 16 MR. LEMOS: What you see on this existing land  
 17 use is what is on the ground right now.  
 18 MR. TATE: Right. Is there anything in there,  
 19 I'm asking, that is an ID-1 use?  
 20 MR. JONES: No. Just looking at the maps you  
 21 have single family dwellings, you have a mobile home  
 22 park there. You have lots of vacant residential.  
 23 You have a church there. All of those things are  
 24 not industrial type uses. They are just  
 25 residential, semi commercial, any type just within  
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1 that 500 foot radius area.  
 2 MR. TATE: I'm asking. I'm misunderstanding  
 3 whether or not there are truly any industrial ID-1  
 4 uses in that –  
 11:39AM 5 MR. LEMOS: Like Mr. Page, he was looking at  
 6 the rezoning map exclusively. When you look at our  
 7 rezoning map saying yes, it's all purple, it all  
 8 looks industrial. Yes, that's just the rezoning  
 9 map. That's the way it appears on our – that's one  
 11:39AM 10 of the documents that we look at. But part of it is  
 11 also looking at what is actually going out on site  
 12 and looking, this parcel may be commercial, it may  
 13 be industrial, but it's got a single family  
 14 residence on it. So now you're not just following  
 11:40AM 15 the train of what the zoning map shows, now you have  
 16 to worry about the single family residents that is  
 17 in there and how it's going to affect – what are  
 18 they proposing to rezone, how is that going to  
 19 affect that existing land use on the ground.  
 11:40AM 20 MR. BRISKE: Ms. Davis first and then Ms.  
 21 Sindel. Mr. Wingate, were you asking to speak, as  
 22 well?  
 23 MR. WINGATE: Pardon?  
 24 MR. BRISKE: Were you asking to speak, as well?  
 11:40AM 25 MR. WINGATE: Yes.  
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1 MR. BRISKE: So we're just going to run right  
 2 down the line then. Ms. Davis first.  
 3 MS. DAVIS: Thank you, Mr. Chairman. My main  
 4 question is, going back historically a little bit,  
 11:40AM 5 this use was, in fact, what this current owner is  
 6 trying to go back to. Now, was it not grandfathered  
 7 at the time, or was there so much of a disconnect  
 8 between the time the old owner – cement factory,  
 9 isn't that what we're talking about – and then the  
 11:40AM 10 current owner, the septic tank owner? I am looking  
 11 at the right one. I looked at the entire thing.  
 12 MR. JONES: And Mr. Page can probably help me  
 13 with that. I don't believe it was grandfathered in.  
 14 It was just hard to really say.  
 11:41AM 15 MS. DAVIS: I read the last – the testimony  
 16 that we heard before, whatever was put up there the  
 17 last time. And what it involved was – was there  
 18 not a problem because there was a lag of about a  
 19 year before this new person took it over? Because,  
 11:41AM 20 in fact, it had been going on for a number of years,  
 21 since 1970 something.  
 22 MR. PAGE: Ms. Davis, that's absolutely  
 23 correct. This is the old septic tank concrete  
 24 manufacturing operation that actually goes back to  
 11:41AM 25 1959, I'm told. The problem came about when he  
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1 changed the process over from mixing in the ground,  
 2 however that's done for a septic tank, to processing  
 3 things up through a batch plant. He had a small  
 4 plant brought in to change over to that type of  
 11:42AM 5 activity. That's when Code Enforcement came by and  
 6 basically told them, don't think you can do that in  
 7 your category.  
 8 There were three partners involved with this.  
 9 They stopped production on it. They moved it over  
 11:42AM 10 out of the R-5 area over to the ID-1 because it is a  
 11 split category. And that took a considerable amount  
 12 of time to work their way through that process. Two  
 13 of the owners said, we've had enough. They picked  
 14 the plant up, because it is portable, and moved it  
 11:42AM 15 to Century, I think. It was Campbell Gravel and  
 16 something along that line.  
 17 But in any event, that's basically the  
 18 background. During that period of time the  
 19 grandfathering clause caught them literally. So we  
 11:42AM 20 were trying to pick a category that they could come  
 21 back in and do this with, given the fact they have  
 22 no grandfather provision whatsoever. So that's why  
 23 the ID-2 was simply chosen, as I said earlier.  
 24 MS. DAVIS: So this basically is someone who is  
 11:43AM 25 coming back to us from Century and trying to go back  
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1 to their original location?  
 2 MR. BRISKE: We don't know that.  
 3 MR. PAGE: Yes. I can't speculate on what they  
 4 might do.  
 11:43AM 5 MS. SINDEL: We're not doing project specific.  
 6 MS. DAVIS: I understand. But normally we  
 7 wouldn't do that except that when talking about how  
 8 noxious it is, and this is what a lot of the  
 9 testimony was among the people who came here last  
 11:43AM 10 time, there were a number of people who spoke. And  
 11 if, in fact, one of the criterion of the – looking  
 12 at industrial R-5 or R-4 is how much it infringes  
 13 upon the rest of the community.  
 14 MR. PAGE: Right.  
 11:43AM 15 MS. DAVIS: And that's the only reason I'm  
 16 bringing this up. So we don't know whether it will  
 17 be a cement factory. We don't know what he's going  
 18 to produce.  
 19 MR. PAGE: That's correct, we do not know.  
 11:43AM 20 MR. BRISKE: Let me just make sure. It was a  
 21 nonconforming use, basically. I mean, there may  
 22 have been some dispute with the owner with Code  
 23 Enforcement, but as far as the County was concerned  
 24 it was a nonconforming use.  
 11:44AM 25 MR. JONES: Based upon what Mr. Page is  
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1 stating, his argument, basically, it would have to  
 2 be a nonconforming use. That's why Code Enforcement  
 3 had got involved.  
 4 MR. BRISKE: And it was removed, and so then  
 11:44AM 5 you lose the nonconforming use there when you come  
 6 back.  
 7 MR. JONES: Definitely so.  
 8 MR. BRISKE: Let's make sure. Ms. Davis.  
 9 MS. DAVIS: That was my question.  
 11:44AM 10 MR. BRISKE: Mr. Wingate and then Ms. Sindel.  
 11 MR. WINGATE: This is a request that I've  
 12 looked at real, real close. I guess I've been  
 13 around that way three or four times. And my  
 14 judgment was looking at – most of the area here, as  
 11:44AM 15 we see on the map and around that area, is either  
 16 commercial or it's industrial, and then it's  
 17 bordered by a railroad track and then there's a big  
 18 building around. If you look at the area from the  
 19 recycling plant all the way up to Fairfield Drive,  
 11:44AM 20 not just looking at one little site, looking at the  
 21 total area, and then you're looking at Border Street  
 22 that is a divider, which mostly is on – the west  
 23 side of Border Street is more residential. And then  
 24 you see the little church next door. And if I was a  
 11:45AM 25 businessman next door, I said, well, I would try to  
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1 maybe acquire more property next to it. But if you  
 2 look at Hernandez Street on the upper end of it,  
 3 that is commercial. And you look down here closer  
 4 to Border Street and the railroad track, and who  
 11:45AM 5 wants to live next door to a railroad track. And  
 6 then if you look down further towards Mobile  
 7 Highway, there was one of the biggest warehouses in  
 8 Escambia County at one time, that Lewis Bear built.  
 9 The company had that in between there that used the  
 11:45AM 10 railroad. And the tracks still come through there  
 11 on a limited basis.  
 12 So if I was looking at this business, and part  
 13 of it's R-5 and they say you can't use half of it, I  
 14 would move to the other half so I'm in compliance.  
 11:46AM 15 But individuals that's growing going to want to  
 16 expand, so they're trying to move where they can  
 17 expand from the ID-1 to the R – from ID-1 and  
 18 change to R-5 to that. But then the next – the  
 19 little church, it's an R-5, also.  
 11:46AM 20 So there is – looking at the CRA part, I think  
 21 when the lines was drawn they were drawn  
 22 incorrectly, and I feel that throughout the County,  
 23 that down through the years, a lot of this has  
 24 happened because we're growing and times and things  
 11:46AM 25 are changing and communities are changing.  
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1 So I would say that this – the way I'm looking  
 2 at it, I wouldn't move in that particular area and  
 3 build, in this day and time. If I'm locked in there  
 4 you're just locked in, but if I owned a house in  
 11:47AM 5 there I would be waiting for somebody to come offer  
 6 me a price and I would be ready to sell.  
 7 And because the corridor is there from  
 8 Fairfield Drive to Mobile Highway, on that east end  
 9 towards Englewood, between the railroad track, and  
 11:47AM 10 yields to high end industrial because of the  
 11 recycling plant. And that little curve, little give  
 12 away, the shortcut there that comes around between  
 13 Fairfield Drive and – so that's the way that I look  
 14 at it. And I think that sometimes we must have  
 11:47AM 15 change in order to fix that – even though we may  
 16 look at it and say this community is over here. And  
 17 you look at those communities, they are dying. The  
 18 older people that used to live there don't live  
 19 there no more, because they in the cemetery. And  
 11:47AM 20 the few – the younger generations is not coming in  
 21 there and bringing money into the area. Even though  
 22 we may build buildings and spend millions of dollars  
 23 in the area trying to bring it up, sometime  
 24 sidewalks and buildings don't do it when you have  
 11:48AM 25 all this heavy impact there already. That's my take  
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1 in looking at it from kind of like a growth planner.  
 2 MR. BRISKE: Thank you, Mr. Wingate. Ms.  
 3 Sindel.  
 4 MS. SINDEL: Thank you. The letter from CRA is  
 11:48AM 5 interesting to me because it talks about the zoning  
 6 request to ID-1 is compatible with the future land  
 7 use and industrial zoning. It talks about what the  
 8 future land use is and the current zoning. But it  
 9 goes back to – my concern is what's there now.  
 11:48AM 10 I travel this road easily five times a week,  
 11 easily, because this is how I go to the donut shop.  
 12 MR. BRISKE: You're telling on yourself.  
 13 MS. SINDEL: You knew it had to do with food.  
 14 I should have said this is how I go to Lowe's, but  
 11:49AM 15 the truth of the matter is this is how I go to the  
 16 donut shop. And this is a residential area. If  
 17 you – from where I live, if you head – like you're  
 18 going to Lowe's, you go up Old Corry. And you have  
 19 to understand, Border Street is off of that. That  
 11:49AM 20 is not, you know, a real strong access from  
 21 Fairfield. You have to know how to get back there  
 22 because you have to know how to go up and go a  
 23 little bit to the right and meander around and come  
 24 up and – there's all kind of little cut throughs  
 11:49AM 25 back here. There are very active mobile home areas,  
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1 residential neighborhoods. There's a lot of foot  
 2 traffic. This is not a very wide road.  
 3 I understand, you know, what has been there and  
 4 from an industrial standpoint, what might, down the  
 11:50AM 5 road, make sense, but we have to look, even from a  
 6 planning standpoint, of what is there. And when you  
 7 drive up Old Corry and you take that back road to go  
 8 up to the Circle, and go to K-Mart, or go to Home  
 9 Depot, or go to Lowe's or any of the little stores  
 11:50AM 10 up there, the bottom line is that this is  
 11 residential, and it's not a dead residential. This  
 12 is active neighborhoods up there.  
 13 So I have to admit I was a little surprised to  
 14 see the letter from CRA. But if you read the letter  
 11:50AM 15 it doesn't say we support this because of what's  
 16 there now. It says because of future land use and  
 17 because of future zoning. And I understand – and  
 18 this is odd for me, because usually I'm the voice of  
 19 progression and the one that says as a Planning  
 11:50AM 20 Board we always have to be looking much more in the  
 21 future than we sometimes often do.  
 22 But I very much struggle with this because I  
 23 look at that area and go – the road is not super  
 24 wide. I believe Mr. Page and I respectfully  
 11:51AM 25 disagree on whether or not this would be considered  
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1 a collector because, like I said, this is one of  
 2 those, takes two turns to do the back roads to get  
 3 back there. This is not direct access. And the  
 4 foot traffic on this road is amazing, because just  
 11:51AM 5 outside this 500 foot area you have a very active  
 6 child care center. So like I said, as someone who  
 7 admittedly goes up this road quite a bit, at all  
 8 different times of the day, I cannot support this  
 9 change.  
 11:51AM 10 MR. BRISKE: Okay. Any other questions at this  
 11 point for Staff or for Mr. Page?  
 12 MR. PAGE: Mr. Chairman, I had a comment I  
 13 might add, too, going back to a question Mr. Tate  
 14 asked of Staff earlier about the types of ID-1  
 11:52AM 15 things that are out there. I didn't hear a complete  
 16 inventory of things that are there. For example,  
 17 just north of the piece of property we have in the  
 18 ID-1 category, there is a commercial and industrial  
 19 trash container rental operation that has all  
 11:52AM 20 outside storage. And when they bring the dumpsters  
 21 back from use, they have a wash down area where all  
 22 the – whatever they happen to haul is washed out  
 23 into a receiving area. I didn't hear that  
 24 mentioned.  
 11:52AM 25 And also on the corner, which is the next piece  
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1 up, the larger piece right on the corner where Ms.  
 2 Sindel was talking about, we all know where to make  
 3 that right turn and then the left turn, that has  
 4 been a salvage operation outside, heavy duty. It  
 11:52AM 5 has cranes. It has bull dozers. A lot of these  
 6 things were parked in the right-of-way over the  
 7 years and Code Enforcement had to make them put them  
 8 inside. That is an ID-1 if not an ID-2 type of  
 9 activity, Mr. Tate, both of these that I didn't hear  
 11:53AM 10 on the inventory that you just asked for.  
 11 MR. TATE: Thank you.  
 12 MR. BRISKE: Any additional questions at this  
 13 point?  
 14 All right. We're now going to go into what is  
 11:53AM 15 conceivably the public comment section. There is  
 16 some opposition to this. And I believe they have  
 17 Mr. Bob Kerrigan, who is an attorney representing  
 18 them.  
 19 So, sir, if you'll please come forward. And  
 11:53AM 20 because Mr. Kerrigan is an attorney, he follows a  
 21 different set of professional regulations and  
 22 doesn't have to be sworn in, as such. But please  
 23 state your name and address for the Board, sir.  
 24 MR. KERRIGAN: Thank you very much. Bob  
 11:53AM 25 Kerrigan, Kerrigan, Estess, Rankin, McLeod and  
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1 Thompson, Pensacola, Florida.  
 2 MR. BRISKE: Sir, welcome.  
 3 MR. KERRIGAN: 400 East Government Street.  
 4 MR. BRISKE: All right. Please proceed with  
 11:54AM 5 your comments.  
 6 MR. KERRIGAN: Well, as I sat here listening to  
 7 this, everybody on this Board has a better  
 8 understanding of the nuances of zoning than I do.  
 9 I'm not a zoning expert. As I sat there I thought  
 11:54AM 10 we should have hired Jesse Rigby, and he's still  
 11 here, because I know he knows a great deal about  
 12 this.  
 13 I'm involved with many landowners in the area.  
 14 We have a petition signed by 132 people thus far,  
 11:54AM 15 who are opposed to what has happened. I'll give you  
 16 just a brief history to kind of know where we're  
 17 coming from.  
 18 There was a request for ID-2 zoning for this  
 19 recycling plant which was rejected by your Staff,  
 11:54AM 20 and correctly so. And so they granted them ID-1  
 21 status for this salvage yard. And then they went to  
 22 the Board of Adjustment, and they said to the Board  
 23 of Adjustment, well, we need an allowance to do some  
 24 of the similar things that are being done in the  
 11:55AM 25 area to handle recycling. And, in fact, the sworn  
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1 testimony from the witnesses at that proceeding was,  
 2 the noise will be less, the inconvenience will be  
 3 less, the truck traffic, it will all be less than it  
 4 is in its current use.

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

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

11:56AM 25 The issue is is this a residential area, and  
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1 the answer is yes, it's a residential area. But to  
 2 bootstrap this request by saying, well, there's an  
 3 industrial operation across the railroad tracks, I  
 4 just want you to know we vigorously disagree with  
 11:56AM 5 the legitimacy of that operation, and it has caused  
 6 an enormous amount of difficulty for the people in  
 7 the area.

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

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

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

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

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

16 But this is what the notice said, and this is  
 17 what was so confusing to me. It says, from R-5  
 18 Urban Residential Limited Office District,  
 19 (cumulative)/ ID-1 Light Industrial District  
 11:58AM 20 (cumulative) (no residential uses allowed), to ID-1  
 21 Industrial District (cumulative) (no residential  
 22 uses). It sounds me like the same thing. And so  
 23 when these folks read it, they brought it to me.  
 24 And I don't read these for a living and I'm not  
 11:59AM 25 faulting whoever drafted this, but it just seems to  
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1 me awfully confusing for the residents to know,  
 2 well, what are you planning to do out there.

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

12:00PM 25 And with that, I appreciate the opportunity to  
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1 speak to you. And Earl and his wife are also here.  
 2 Thank you.  
 3 MR. BRISKE: If you'll just stay for just a  
 4 moment. I think that brings up a good point. And I  
 12:00PM 5 think – and I'll let the Staff speak for  
 6 themselves, but I think the reason that card was  
 7 worded that way is because this a split parcel, and  
 8 we actually have a parcel that has two zoning  
 9 districts already. And so when they identified it,  
 12:00PM 10 part of it is in the ID-1 and part of it is in the  
 11 R-5.  
 12 MR. KERRIGAN: I see.  
 13 MR. BRISKE: Maybe we should clarify that in  
 14 the future and say this is a split parcel between  
 12:01PM 15 these two or something. That would make it a little  
 16 bit more of a clarification.  
 17 Then there's been a lot of discussion about  
 18 your second point, which is – you know, the  
 19 Planning Board typically does not consider project  
 12:01PM 20 specific what can go on the property, and the reason  
 21 is that we have to consider everything and anything  
 22 that can go in this zoning district. So, in other  
 23 words, we have look at the entire list of allowable  
 24 uses and say – even if Mr. Page got up here and  
 12:01PM 25 said this is what we're going to put in there, that  
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1 might be great for the current user, but once that  
 2 zoning is changed to industrial, future users can do  
 3 anything that is in that category. So we try very  
 4 hard to stay out of project specific, for that very  
 12:01PM 5 purpose, because we don't – you know, it could be  
 6 one thing today and something else down the road if  
 7 it fits the zoning. So, you know, that may be a  
 8 little bit of an explanation as to why –  
 9 MR. KERRIGAN: It makes perfect sense.  
 12:02PM 10 MR. BRISKE: Anything that can go in there is  
 11 what's approved when we do it.  
 12 Board members, any other questions or comments  
 13 before we go on?  
 14 MR. TATE: We've asked for those cards to make  
 12:02PM 15 sense in the past, as well.  
 16 MR. KERRIGAN: Well, someone that's used to  
 17 reading these probably would understand. The point  
 18 I was trying to make is it's most difficult for the  
 19 residents when they receive something like this, to  
 12:02PM 20 understand what's going to happen here near our  
 21 homes.  
 22 MR. BRISKE: Mr. Goodloe.  
 23 MR. GOODLOE: I was just going to say, if Staff  
 24 would really look to try to put it in more plain  
 12:02PM 25 language for the common user, that would be very  
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1 helpful.  
 2 MR. BRISKE: The request is, you know, to  
 3 rezone a split parcel from R-5, ID-1 into a complete  
 4 ID-1 parcel or something, just, you know, so that  
 12:03PM 5 everybody – I know we have to have the legal  
 6 terminology on there, but just maybe a few more  
 7 words, descriptive words.  
 8 MR. JONES: We will.  
 9 MR. BRISKE: Mr. Page, did you have any  
 12:03PM 10 cross-examination or questions for Mr. Kerrigan  
 11 while he's here?  
 12 MR. PAGE: No, sir.  
 13 MR. BRISKE: Okay. Staff, anymore questions?  
 14 MR. LEMOS: No, sir.  
 12:03PM 15 MR. BRISKE: Thank you, sir.  
 16 MR. KERRIGAN: Thank you very much.  
 17 MR. BRISKE: We appreciate you coming.  
 18 Our next speaker is Mr. Earl Rhodes. Sir, if  
 19 you'll come forward and state your name – well, be  
 12:03PM 20 sworn in first, please and then state your name.  
 21 (WHEREUPON, Mr. Rhodes was sworn).  
 22 MR. BRISKE: Sir, your full name and address  
 23 for the record, please.  
 24 MR. RHODES: It's Earl James Rhodes, 1800 North  
 12:03PM 25 Border Street, and that's a half.  
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1 MR. BRISKE: Thank you, sir. Go ahead, please.  
 2 MR. RHODES: Yes. I reject having this pushed  
 3 through because we've had so many things going on  
 4 around us already. And like the attorney has  
 12:03PM 5 suggested, the vibrating and smoke and all this.  
 6 We have lived through this concrete thing they  
 7 had a few years back, and it's throwed dust all over  
 8 our yards, and noises all the time going on over  
 9 there.  
 12:04PM 10 And as far as what he says about Hinote, I've  
 11 known him personally. That was a family business.  
 12 They had two mobile homes sitting there. They lived  
 13 there for years. And they had a little concrete  
 14 truck that they mixed concrete on and they made  
 12:04PM 15 septic tanks. And then he went on and started  
 16 buying them commercially out. He had stopped the  
 17 concrete operation completely.  
 18 Now, all we are wanting to know, just like Mr.  
 19 Kerrigan said, is what they're going to put here  
 12:04PM 20 now. Because we're fed up right now with what's  
 21 going on around us.  
 22 MR. BRISKE: Well, just for clarification,  
 23 since this has come up, can you bring up the ID-1  
 24 zoning category and let's just show what permitted  
 12:04PM 25 uses are in there. This is not going to tell you  
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1 what Mr. Page's client is intending, but this will  
 2 tell you everything that could go in there if it  
 3 were approved. Just give us a second with the  
 4 computer here.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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1 MR. PAGE: No, sir.

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

4 MS. SINDEL: No, thank you.

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

7 Charlene Rhodes.

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

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

11 MS. RHODES: No, sir.

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

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

18 MR. BRISKE: Thank you.

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

21 MR. PAGE: Nothing further.

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

24 MR. FORTE: Will do.

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

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

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

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

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

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1 MR. FORTE: The feasibility study, we would  
 2 just solicit a local firm to – I don't want to say  
 3 the person's name. We have someone that we  
 4 typically use to work on feasibility studies,  
 12:14PM 5 Palafox and whatnot, other areas. And it's usually  
 6 a pretty quick turnaround. And then we kind of use  
 7 that as a basis as to whether it's even – want to  
 8 move forward with the potential outcome.  
 9 MR. BRISKE: I guess what I'm getting at is  
 12:15PM 10 does the public have any – are they interviewed  
 11 during that feasibility study or anything like that?  
 12 MR. FORTE: I would assume that the consultant  
 13 drives up and down the corridors and meets with the  
 14 property owners. We would then – if, after we feel  
 12:15PM 15 that the feasibility study might be something that  
 16 we would like to move forward with, we would then  
 17 hold public workshops probably within 1,000 feet of  
 18 Border Street, or whatever it may be. And we'd get  
 19 all the public comments that way before we even  
 12:15PM 20 really get into the master planning, I guess you  
 21 could say, and actually get a consultant, like a  
 22 planner on board, or whatever it may be to develop  
 23 the master plan for Border Street.  
 24 MR. GOODLOE: Mr. Chairman, I would like to  
 12:15PM 25 just ask – the last speaker, has he had an  
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1 opportunity or has he ever attended one of these  
 2 public meetings?  
 3 MR. RHODES: No, sir, I haven't.  
 4 MR. FORTE: I'm not sure if he's located in  
 12:15PM 5 Englewood or in Brownsville.  
 6 MR. RHODES: I'm right directly towards that  
 7 area right there in Brownsville.  
 8 MS. HIGHTOWER: Mr. Chairman.  
 9 MR. BRISKE: Ms. Hightower.  
 12:16PM 10 MS. HIGHTOWER: As I look at Englewood, at the  
 11 map, it looks like the people that are concerned are  
 12 not in the Englewood area. They're in the  
 13 Brownsville ara. So am I hearing that when you put  
 14 the Englewood plan together you don't talk to the  
 15 people that are –  
 16 MR. FORTE: The Englewood –  
 17 MS. HIGHTOWER: – people that on the  
 18 existing –  
 19 MR. FORTE: – based off the –  
 20 MS. HIGHTOWER: – one side of the street is  
 21 one school and one side of the street is another  
 22 school.  
 23 MR. FORTE: The Brownsville and Englewood Plan,  
 24 because they are both areas, coincide with each  
 12:16PM 25 other so much, both of them are pretty much – you  
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1 can see a lot of the same rhetoric within both  
 2 plans.  
 3 MS. HIGHTOWER: Do you bring the two groups  
 4 together to talk to them?  
 12:16PM 5 MR. FORTE: No, we do not. It's based off the  
 6 actual CRA district. It's a legal description for  
 7 the area. But for a project like this it would be  
 8 probably a unique project where we would  
 9 definitely – any impacted citizen would definitely  
 12:16PM 10 be involved.  
 11 MR. WOODWARD: Do you know if either one of  
 12 these areas were ever incorporated to the City?  
 13 MR. FORTE: As a –  
 14 MR. WOODWARD: As a municipality, or are they  
 12:17PM 15 just called those areas?  
 16 MR. FORTE: They're just communities.  
 17 MR. WOODWARD: And the railroad is an arbitrary  
 18 boundary?  
 19 MR. FORTE: The railroad?  
 12:17PM 20 MR. WOODWARD: Or the Border Street. The  
 21 reason I'm asking is Warrington used to be a  
 22 municipality but forgot to send the money to  
 23 Tallahassee.  
 24 MR. FORTE: There's an extensive process for an  
 12:17PM 25 area to be designated as a CRA. There's State  
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1 requirements that we must go through.  
 2 MR. WOODWARD: I understand. But the city of  
 3 Warrington was a city up until about 40 years ago,  
 4 and somebody forgot to send the money in to the  
 12:17PM 5 Secretary of State and the city municipal  
 6 corporation was dissolved. So I was wondering, was  
 7 Brownsville or this other area ever in that  
 8 position?  
 9 MR. FORTE: Englewood, I don't believe so.  
 12:17PM 10 MR. WOODWARD: All right. So it's just a  
 11 neighborhood that is called Englewood?  
 12 MR. FORTE: Correct. Just like we speak of  
 13 Palafox, this falls within the Palafox CRA.  
 14 And my last comment was, it seems like most of  
 12:18PM 15 the opposition is based off the previous site, which  
 16 is an ID-2 type use. So I just wanted to make sure  
 17 the Board takes that into consideration. It's just  
 18 that this is a request for ID-1 and not ID-2 and not  
 19 the previous site. They would not be allowed to  
 12:18PM 20 open the concrete batch plant that they were running  
 21 up until 2009 or whatever it may have been.  
 22 MR. BRISKE: Mr. Wingate.  
 23 MR. WINGATE: Mr. Chairman, I kind of have –  
 24 what I'm hearing here is kind of giving me kind of  
 12:18PM 25 heartburn because I see inconsistency. And it kind  
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1 of boils down to, like I said, politics flip  
 2 flopping. And it seems like the research that we  
 3 need to do in order for the betterment of all the  
 4 citizens in all of the communities and the  
 12:18PM 5 surrounding communities, and the dividing lines that  
 6 used to be, is not consistent. So, you know, we  
 7 come up with one thing in one meeting, and then down  
 8 the road, a year later, we come up with something  
 9 else because, you know, an opinion on – seems like  
 12:19PM 10 the proper research and – or the pressure, and then  
 11 we flip flop. So I don't think sometimes – and  
 12 then we –  
 13 MR. FORTE: I'm not sure where you're going  
 14 with this.  
 12:19PM 15 MR. WINGATE: – from the past that, you know,  
 16 even like Horace and I don't know that when zoning  
 17 first come in, you have a lot of these split parcels  
 18 now, and people want them consistent, and that  
 19 causes us to come here with rezoning.  
 12:19PM 20 So somewhere down the line with growth coming  
 21 to Escambia County, like we would like to see it go  
 22 to for economic enhancement, I think we've got to  
 23 dig a little bit deeper, and some things that we  
 24 didn't do, we have to kind of look in and dig in and  
 12:20PM 25 make sure that where we don't have these kind of  
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1 problems.  
 2 MR. FORTE: Well, I think we are definitely  
 3 battling the sins of the past with the zoning map  
 4 when it was first designated back early 1990  
 12:20PM 5 whenever – or '96, I'm not sure when it was. But  
 6 we are battling sins of the past with the zoning  
 7 map, the County is.  
 8 We were in opposition of the original request,  
 9 just to let you know that we were – the ID-2, we  
 12:20PM 10 were not in favor of. There is no ID-2 in Englewood  
 11 and that would have been the only ID-2 –  
 12 MR. WINGATE: Flip flop.  
 13 MR. FORTE: Well, this is ID-1. This is a  
 14 completely different application. So that  
 12:20PM 15 technically is not a flip flop, it's just – so.  
 16 MR. BRISKE: Board members, any more questions  
 17 for David, please? Okay.  
 18 MR. FORTE: Thank you.  
 19 MR. BRISKE: Thank you, David.  
 12:20PM 20 Buddy, closing comments or anything?  
 21 MR. PAGE: No.  
 22 MR. BRISKE: Okay. Staff, anything else to  
 23 add?  
 24 MR. LEMOS: No, sir.  
 12:21PM 25 MR. BRISKE: Okay. All right. We'll close  
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1 public comment. I think I already did that, but  
 2 just to make sure.  
 3 Pleasure of the Board on case 2012-09 being  
 4 remanded from the BCC.  
 12:21PM 5 MR. TATE: Can you split the baby and just make  
 6 it all C-2?  
 7 MR. GOODLOE: A motion, Mr. Chairman.  
 8 MR. BRISKE: Yes, sir.  
 9 MR. GOODLOE: I recommend denial of the  
 12:21PM 10 rezoning application Z-2012-09 to the Board of  
 11 County Commissioners and adopt the Findings-of-fact  
 12 provided in the rezoning hearing package.  
 13 MS. SINDEL: I second the motion.  
 14 MR. BRISKE: Okay. Motion and a second. Any  
 12:21PM 15 further discussion? All those in favor, say aye.  
 16 (Board members vote.)  
 17 MR. BRISKE: Opposed?  
 18 MR. TATE: Opposed.  
 19 MS. DAVIS: Me.  
 12:21PM 20 MR. WOODWARD: Division of the house.  
 21 MR. BRISKE: Opposed Tate and Davis. Two  
 22 opposed.  
 23 All right. So the recommendation, Mr. Page,  
 24 will be for denial to the Board of County  
 12:22PM 25 Commissioners. Of course, you have the opportunity  
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1 to go in front of them and continue with the case.  
 2 All right. Thank you so much everyone for  
 3 coming and participating. I know it's been a long  
 4 morning. We're after 12:00. I think at this point  
 12:22PM 5 I'm going to go ahead and adjourn the quasi-judicial  
 6 hearing.  
 7 (WHEREUPON, the hearing was adjourned).  
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1 CERTIFICATE OF REPORTER

2

3 STATE OF FLORIDA

4 COUNTY OF ESCAMBIA

5

6 I, JAMES M. TAYLOR, Court Reporter and Notary  
7 Public at Large in and for the State of Florida, hereby  
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17 and affixed my official seal on September 20, 2012.

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My Commission No.: EE 132611  
My Commission Expires: 10/22/15

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1 with them?  
 2 MR. PAGE: Yes, we do.  
 3 MR. BRISKE: Mr. Page acknowledged he does.  
 4 Pleasure of the Board. Further discussion or the  
 09:41AM 5 Chair will entertain a motion.  
 6 MS. DAVIS: I would like to place a motion,  
 7 please. I'm going to sign the Petitioner's  
 8 request for a change in zoning from VAG-1 to ID-1  
 9 together with Staff's findings and accept the  
 09:41AM 10 findings of the Staff, I should say.  
 11 MR. BRISKE: Thank you, Ms. Davis.  
 12 Mr. West.  
 13 MR. WEST: So it's clear on the record, if you  
 14 could just include in the motion that it's the  
 09:42AM 15 revised findings that Mr. Jones has presented.  
 16 MR. BRISKE: Ms. Davis.  
 17 MS. DAVIS: I recommend that we accept the  
 18 revised findings of the Staff on zoning Case  
 19 Z-2012-08 requesting VAG-1 to ID-1.  
 09:42AM 20 MR. BRISKE: Thank you for the motion. Do I  
 21 have a second?  
 22 MR. TATE: Second.  
 23 MR. BRISKE: Seconded by Mr. Tate. Any  
 24 discussion? All those in favor, say aye.  
 08:35AM 25 (Board members vote.)  
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1 MR. BRISKE: Opposed?  
 2 (None.)  
 3 MR. BRISKE: Motion carries unanimously. All  
 4 right.  
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1 CASE: Z-2012-09  
 2  
 3 APPLICANT: Wiley C. "Buddy" Page, Agent for Rick Evans,  
 Owner  
 4 ADDRESS: 2006 Border Street  
 PROPERTY REFERENCE NO.: 16-2S-30-2300-001-023  
 5 FUTURE LAND USE: MU-U, Mixed Use Urban  
 COMMISSIONER DISTRICT: 3  
 6 OVERLAY AREA: Englewood Redevelopment Area  
 7 FROM: R-5, Urban Residential/Limited Office District,  
 (cumulative) High Density  
 8 ID-1, Light Industrial District (cumulative) (no residential  
 uses allowed)  
 9  
 10 TO: ID-2, General Industrial District (noncumulative)  
 11  
 12 MR. BRISKE: Our next case is case Z-2012-09.  
 13 And this is a request from R-5, Urban Residential,  
 14 Limited Office District High Density ID-1 to ID-2,  
 09:43AM 15 General Industrial District.  
 16 Members of the Board, has there been any  
 17 ex parte communication between you, the Applicant,  
 18 the Applicant's agents, attorneys, witnesses, fellow  
 19 Planning Board members or anyone from the general  
 08:56AM 20 public prior to this hearing? I'll also ask if you  
 21 visited the subject site. And please disclose if  
 22 you are a relative or a business associate of the  
 23 Applicant or the Applicant's agent.  
 24 Starting with Mr. Stitt.  
 08:56AM 25 MR. STITT: Mr. Chairman, no to all the above.  
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1 MS. HIGHTOWER: None to all the above.  
 2 MR. GOODLOE: No ex parte or relation to the  
 3 owners, but I have visited the site.  
 4 MR. WOODWARD: No to all of the above.  
 08:51AM 5 MR. BRISKE: The Chairman, no to all of the  
 6 above.  
 7 MR. TATE: No to all of the above.  
 8 MS. DAVIS: No to all of the above.  
 9 MR. WINGATE: I am familiar with the property.  
 08:51AM 10 I just drove by to observe.  
 11 MS. SINDEL: No to all of the above.  
 12 MR. BRISKE: Thank you. Staff, was there a  
 13 notice of hearing sent to all the interested  
 14 parties?  
 08:51AM 15 MS. HALSTEAD: Yes, sir, it was.  
 16 MR. BRISKE: Thank you. And was that notice of  
 17 the hearing also posted on the subject property?  
 18 MS. HALSTEAD: Yes, sir.  
 19 MR. BRISKE: If there are no objections by Mr.  
 08:51AM 20 Page, we'll have the Staff present the maps and the  
 21 photographs.  
 22 MR. LEMOS: Juan Lemos, Escambia County  
 23 Planners.  
 24 The locational wetlands map is up on your  
 09:44AM 25 screen showing the location of the parcel with no  
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1 wetlands. This is the aerial photograph for the  
 2 parcels. Future land use showing Mixed Use Urban.  
 3 The existing land uses of the property surrounding  
 4 the proposed parcel. This is our 500 foot buffer  
 09:44AM 5 and shows the zoning for the surrounding areas  
 6 within the 500 foot buffer. This is our public  
 7 meeting sign, posted sign.  
 8 This is looking towards the southwest. Looking  
 9 towards the west from the property. Looking  
 09:45AM 10 northeast. This is looking at the actual site on  
 11 this and looking northeast. This is looking  
 12 northwest from the site. And looking southwest.  
 13 This is our 500 foot radius map for the mailings and  
 14 the mailing list.  
 09:45AM 15 MR. BRISKE: Board members, any questions of  
 16 the maps or the photography?  
 17 Okay. Mr. Page. Sir, I'll remind you that  
 18 you're still under oath. And if you would, just  
 19 again for this case, please state your name and  
 09:45AM 20 address.  
 21 MR. PAGE: Thank you, Mr. Chairman. Buddy  
 22 Page, 5337 Hamilton Lane in Pace.  
 23 MR. BRISKE: Thank you, sir.  
 24 MR. PAGE: Mr. Chairman –  
 09:46AM 25 MR. BRISKE: I'm sorry. I have to ask you  
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1 these questions because we're quasi-judicial. Do  
 2 you understand that you have the burden of providing  
 3 substantial competent evidence that the proposed  
 4 rezoning is consistent with the Comprehensive Plan  
 09:46AM 5 and further the goals, objectives and policies of  
 6 that plan, and is not in conflict with any portion  
 7 of the County's Land Development Code?  
 8 MR. PAGE: Yes, I do.  
 9 MR. BRISKE: And have you received a copy of  
 09:46AM 10 the rezoning hearing package with the Staff's  
 11 Findings-of-Fact?  
 12 MR. PAGE: I have, Mr. Chairman.  
 13 MR. BRISKE: Thank you, sir. Please proceed.  
 14 MR. PAGE: Thank you, Mr. Chairman. A brief  
 09:46AM 15 history of this site, Mr. Chairman, I think is in  
 16 order. This particular site has been used  
 17 historically as the Hinote Septic Tank – concrete  
 18 septic tank business since 1956. And they produced  
 19 probably, I would say for many years, the only  
 09:46AM 20 concrete septic tank product available in two or  
 21 three counties for some period of time.  
 22 When it was purchased, they wanted to continue  
 23 that type of use, given the fact that it is a very  
 24 small parcel of property. They had a batch plant  
 09:47AM 25 concrete operation ongoing, which is basically a  
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1 portable type of device with the tanks up in the  
 2 air. The product is made. And it is either formed  
 3 there or it's sold by the cubic yard to landscapers  
 4 or a truck type of operation.  
 09:47AM 5 About a month and a half after they began doing  
 6 this with the different type of equipment, they  
 7 received a – actually, a code enforcement officer  
 8 apparently drove by and told them that they would  
 9 probably need to check rezoning because they didn't  
 09:48AM 10 think a concrete plant in that particular area was  
 11 an allowed use. So the owner and his partners  
 12 checked, and sure enough – it was prior to my  
 13 time – wasn't allowed. Simply was not allowed in  
 14 that area even though it had been used for that type  
 09:48AM 15 of thing for some period of time.  
 16 So they set about to change the zoning to a  
 17 category that would allow that type of operation.  
 18 And under Criteria 1, consistency with the  
 19 Comprehensive Plan, Mr. Chairman, it talks about not  
 09:48AM 20 being consistent, but it would be for compatible  
 21 infill. The owners of the property feel – felt and  
 22 still feel what they are proposing is compatible  
 23 with the area. It is rail front, as the Board  
 24 knows. It has an operation north of it and south of  
 09:49AM 25 it that is highly nonresidential. The property has  
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1 – a portion of it is industrial now, ID-1, but they  
 2 simply could not put that use in place.  
 3 And it also says here under Criteria 2, Mr.  
 4 Chairman, moving on to that – and I read under  
 09:49AM 5 605.18, the uses for which this district is designed  
 6 to accommodate include general assembly warehousing  
 7 and distribution facilities; in addition, major  
 8 repair and service activities, as well as  
 9 manufacturing activities meeting performance  
 09:49AM 10 standards.  
 11 So we originally thought that – this is a  
 12 small operation. By the time you take the two acres  
 13 and take away the landscaping, the holding pond that  
 14 was designed for it and engineered, by the time you  
 09:50AM 15 take all that away it's going to be small operation.  
 16 And these portable type of concrete facilities  
 17 certainly meet the EPA and the Florida DEP  
 18 requirements on the thing that concrete plants  
 19 always have to fight, and that's called fugitive  
 09:50AM 20 dust emissions. They have baffles, they have fans,  
 21 they have a number of things to control fugitive  
 22 dust or dust that escapes out. So we felt like we  
 23 could meet all of that being – in many other areas  
 24 it already does meet those qualifications. Why  
 09:50AM 25 can't it meet it here. And by doing that then it  
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1 could be something that does not produce a noxious  
 2 use and it would then meet performance standards.  
 3 Under roadway access, moving along. One of the  
 4 other concerns that was presented here is that of  
 09:50AM 5 something like this being located on what is  
 6 essentially a residential street. Mr. Chairman,  
 7 Border Street might have some residences on the  
 8 westerly side of Border Street, but we would submit  
 9 that Border Street always has been and will continue  
 09:51AM 10 to be a shortcut underneath the viaduct at Mobile  
 11 Highway where Martines used to be, straight up and  
 12 connecting into Fairfield Drive. It is not a  
 13 classic residential street where people just simply  
 14 pull in, go a certain number of blocks and pull into  
 09:51AM 15 their homes.  
 16 On the right-hand side, almost exclusively all  
 17 the way up, it is either an ID-1 or 2 type of  
 18 activity, not necessarily being zoned for that. So  
 19 we think that roadway access in terms of some  
 09:51AM 20 concern about Border being designated as just a  
 21 local residential road is perhaps a misnomer.  
 22 Almost comparing that to the same thing as  
 23 Stumpfield Drive going through Marcus Pointe before  
 24 it gets back into the industrial area. There are  
 09:52AM 25 tractor trailer trucks that drive right through that  

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

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

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

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

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1 MR. STEWART: Good morning. My name is Ronald  
 2 Stewart. I live at 1321 Border Street.  
 3 I'm here just to say no again. The last time I  
 4 appeared before you was December 14th. And I  
 10:19AM 5 appeared before you and asked you to stop destroying  
 6 my neighborhood. There are people that live in that  
 7 neighborhood. I'm one of the victims that live  
 8 there now.  
 9 I will ask the Attorney General to open a  
 10:19AM 10 criminal investigation into the Board of County  
 11 Commissioners, the Board of Adjustment. You have  
 12 conspired and extorted through force and  
 13 intimidation to deprive my family of our right to  
 14 life, liberty and our property. You have tortured  
 10:20AM 15 us. You have harassed us, threatened us for the  
 16 last five years. You have destroyed and stolen the  
 17 value of our properties our – for your industrial  
 18 park infrastructure already built – it's  
 19 intimidation.  
 10:20AM 20 Already – the pits are done. The road is  
 21 paved. We've got street lights. None of them  
 22 happened before all this came about. There are  
 23 people – and I don't know how you people can sit  
 24 back there and do this – there are people, 60, 70,  
 10:20AM 25 80 years old. My next door neighbor is in a  
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 wheelchair and his wife is blind. The pots dance  
 2 off their shelves. We have to listen to this crap  
 3 all day long. We are at war, because one  
 4 statement – wiped out 100 gold fish. I realize  
 10:20AM 5 they're just gold fish, but they're dead. My  
 6 aquariums had to be emptied because of your  
 7 decision.  
 8 You're going to kill somebody before it's over  
 9 with. I have called the Sheriff's Department and  
 10:21AM 10 told them because of the crap that that new machine  
 11 that you put out there – the guy was screaming at  
 12 three o'clock in the morning, he was going to kill  
 13 somebody. I, like a sorry human being, did not call  
 14 that night. I waited until the next morning when my  
 10:21AM 15 conscience caught up with me and then I called the  
 16 Sheriff and told him what had happened.  
 17 I don't know what you guys are doing. Y'all  
 18 are trying to run us all out of our homes. Nobody  
 19 in that neighborhood – Border Street is being  
 10:21AM 20 turned into a dump. The bottom end of it is nothing  
 21 but scrap yards, trash, and it just keeps getting  
 22 worse.  
 23 The cement company – you know, when I was a  
 24 child the cement company was working. That was the  
 10:22AM 25 last time I saw it working. I'm 54 years old now.  
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 You know, enough. We're choking on this crap.  
 2 Every morning our cars are covered with this stuff.  
 3 Our homes are being shaken. Down there where this  
 4 cement company is has turned into a dump.  
 10:22AM 5 You know, Pensacola is too beautiful. I raised  
 6 my kids to welcome tourists here. And all you're  
 7 doing is destroying the damn thing. Please stop.  
 8 Thank you very much. Any questions?  
 9 MR. BRISKE: Any questions for Mr. Stewart?  
 10:22AM 10 MR. STEWART: I didn't think so.  
 11 MR. BRISKE: Mr. Page, do you wish to –  
 12 MR. PAGE: I have nothing further.  
 13 MR. BRISKE: Okay. Anyone else that wishes to  
 14 speak on this matter? Okay. I hereby close the  
 10:22AM 15 public comment portion of the hearing.  
 16 Mr. Page, I'll give you the opportunity for any  
 17 closing statements. You said you have none.  
 18 MR. PAGE: None.  
 19 MR. BRISKE: Members of the Board, discussion  
 10:23AM 20 or a motion?  
 21 MR. GOODLOE: Mr. Chairman, I have a motion.  
 22 MR. BRISKE: Yes, sir.  
 23 MR. GOODLOE: I recommended the denial of the  
 24 rezoning application to the Board of County  
 10:23AM 25 Commissioners and adopt the Findings-of-Fact  
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 provided in the rezoning hearing package Z-2012-09.  
 2 MS. SINDEL: I second.  
 3 MS. SINDEL: A motion and a second.  
 4 Discussion. All those in favor, say aye.  
 08:35AM 5 (Board members vote.)  
 6 MR. BRISKE: Opposed?  
 7 Mr. Page, the request has been denied.  
 8 \*\*\*\*\*  
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 TAYLOR REPORTING SERVICES, INCORPORATED

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1 CASE: Z-2012-11  
 2  
 3 APPLICANT: Carol J. Simpson. Agent for Mary J. Moye, John W.  
 Huelsbeck, Jr., Linda Aligood, Owner  
 4 ADDRESS: 11 Eden Lane  
 PROPERTY REFERENCE NO: 02-11-31-34 02-000-009  
 5 FUTURE LAND USE: MU (Medium Density Residential) Urban  
 COMMISSIONER DISTRICT: 5  
 6 OVERLAY AREA: NA  
 REQUESTED REZONING:  
 7 FROM: V-4, Villages Multifamily Residential District  
 TO: VR-2, Villages Rural Residential District  
 8  
 9  
 10:23AM 10 MR. BRISKE: Like I stated at the beginning of  
 11 the meeting our next case, Z-2012-10 has a couple of  
 12 items that will have to be considered in the regular  
 13 Planning Board meeting, so we're going to move that  
 14 one to the end of the agenda. So we'll move forward  
 10:24AM 15 with Case Z-2012-11, which is 11 Eden Lane, V-4,  
 16 Villages Multifamily Residential District  
 17 to a VR-2, Villages Rural Residential District.  
 18 Members of the Board, once again I'll ask if  
 19 there's been any ex parte communication on this case  
 with the Applicant, the agents, attorneys, witnesses  
 20 or with any fellow Planning Board members or anyone  
 08:56AM 21 from the general public prior to this hearing. I'll  
 22 also ask that you disclose if you have visited the  
 23 subject property. And if you are a relative or a  
 24 business associate of the Applicant or the  
 08:56AM 25 TAYLOR REPORTING SERVICES, INCORPORATED

JUNE 28, 2012  
REZONING CASE Z-2012-09  
2006 BORDER STREET  
BUDDY PAGE AGENT, RICK EVANS OF EVANS CONTRACTING, INC.

Commissioner Wilson B. Robertson, Chairman (Robertson)  
Commissioner Gene M. Valentino, Vice Chairman (Valentino)  
Commissioner Grover C. Robinson IV (Robinson)  
Commissioner Kevin W. White (White)  
Commissioner Marie K. Young (Young)  
Charles R. "Randy" Oliver (Oliver)  
Alison Rogers (Rogers)  
T. Lloyd Kerr (Kerr)  
Wiley C. "Buddy" Page (Page)

Kerr            Number 9 is 2006 Border Street. The request here is to zone from R-5 and ID-1 to ID-2. The Planning Board recommended denial on this Petition.

Robertson    All right. Mr. Page signed up to speak for three minutes.

Page            Thank you, Mr. Chairman. Buddy Page, 5337 Hamilton Lane in Pace. This particular piece of property, as you can see from the overhead, Mr. Chairman, is split zoning. The northerly portion of it is already ID-1, the southerly portion, I believe, is R-5. We wanted all of that to be ID-2, only because the property has a history of use in that it was formerly, for 20 years or more, the Hinote Septic Tank plant site, where they actually poured concrete and made the septic tanks and sold those in the area. In order to do that, they have to have a batch mix concrete plant, which they had on site. At some point, Code Enforcement came by and told them they may need to check and be sure that they can continue to do that at this site. They checked and found out a concrete plant in this area is simply in this area is simply allowed. Well, what about our history? Well, it just didn't come out that way. They acquired a couple of extra pieces of property, the business had been out of business for over a year, so there were some other difficulties that came in. So the investors took the, Mr. Campbell and others, took the concrete plant and went to Century with it. The present owner is still attempting to try to get it rezoned to allow for a small batch plant concrete facility to go in. Mr. Chairman, the problem that we have with this is similar to other things where we have a scale of uses that are all lumped together in an ID-2 category. Concrete plants, it just says concrete plants. There are a lot of types of concrete plants and certainly on something around two to three acres you can't get a real large facility to be constructed there. So that was my comment, Mr. Chairman, and also this is another location where we have rail frontage and an opportunity to do some things here with ID-2 and it's not being held up for

JUNE 28, 2012  
REZONING CASE Z-2012-09  
2006 BORDER STREET  
BUDDY PAGE AGENT, RICK EVANS OF EVANS CONTRACTING, INC.

zoning reasons and for the recommendations that are contained in the County's Neighborhood Redevelopment Plans as well.

Robertson Commissioner White.

White Here again's another one the Future Land Use is wrong to be able to try to do anything with this. I'm with you, Grover, I don't know how we approved some of this stuff when we done it – didn't take into consideration.

Kerr And, Commissioner, if I may, Mixed Use-Urban does allow for ID-1 and that.

White He wants ID-2.

Robinson He wants ID-2.

Kerr No, I understand, but the question was about how do we get to the MU-U and it's because of the zoning because of the prior Future Land Use on there that we went to the MU-U. I mean we – that is all part of that.

White Buddy, would it be helpful since part of it's already zoned ID-1 if we did the part that's R-5 make it all ID-1?

Page Yes, sir, it certainly would.

Robinson Can I ask?

Robertson You want to go to Commissioner Robinson right now?

White Yeah, 'cause I'm trying to (indecipherable).

Robertson Commissioner Robinson.

Robinson Let me ask the question here. It seems like we're getting hung up on our uses, that we lump everybody together. Is it perhaps something that we should evaluate 'cause we don't have to go back on some of these things for Future Land Use if we look at issues that deal with our uses and perhaps give them conditional uses in certain zonings?

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REZONING CASE Z-2012-09  
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BUDDY PAGE AGENT, RICK EVANS OF EVANS CONTRACTING, INC.

- Kerr I think certainly we could look at that, although I think the fact that we make a distinction between ID-1 and ID-2 is because of the severity of the use.
- Robinson But we make no distinction between anything dealing with concrete, and clearly this property within its history has operated as such. That's the part that the public doesn't understand.
- Kerr Well, correct, but it was a nonconforming use and it was evidently, if you'll read the – and in reading the testimony, you'll see that there was a speaker who spoke to the noise and to the vibration and to the dust and so forth. And so it does have some noxious offensive type things connected with it. I don't know how long the plant was in operation, but it evidently had ceased operation and long enough so that it was out of – it could not be grandfathered.
- White Buddy.
- Robertson Commissioner White's next and then Commissioner Valentino.
- White Buddy. So you're saying that – 'cause I think I got a solution is we could send this back to the Planning Board to consider the R-5 parcel, since they did not consider that in the original, to do it to ID-1. Does that get you where you need to be?
- Page That would be to the delight of the owner.
- White OK. Then I'll move to send back to the Planning Board to consider the remainder of the subject parcel to ID-1.
- Valentino Second.
- Robertson OK. Did you want to speak, Commissioner Robinson.
- Valentino Mr. Chairman, I have a comment, but very brief, since this is what I do agree with. Lloyd, the problem we seem to be having with these is that there's a – and I'm just as guilty as the other two admissions, that we're not – I'm not sure the map – the Future Land Use Maps are grabbing the Future Land Use intentions. It's going to have a separate issue. It ripples directly into economic development and availability of parcels being able to – I know we adopted it – but no disrespect to anybody but I just think that we should become a little bit more

JUNE 28, 2012  
REZONING CASE Z-2012-09  
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BUDDY PAGE AGENT, RICK EVANS OF EVANS CONTRACTING, INC.

aggressive and willing, without the encumbrance on the applicant, to move to the more intense use without such a hardship because of an outdated Future Land Use Map. That's my concern. Please consider that in the future as we're going forward because it's going to happen again. This isn't the only one.

Robertson OK. Please vote. Passes four zero with one (*Commissioner Robinson*) out of the room.

**Planning Board-Rezoning**

**5. F.**

**Meeting Date:** 09/10/2012

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

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

**ADDRESS:** 2006 Border Street

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

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

**DISTRICT:** 3

**OVERLAY AREA:** Englewood Redevelopment  
Area

**BCC MEETING DATE:** 10/04/2012

**SUBMISSION DATA:**

**REQUESTED REZONING:**

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

**TO:** ID-1, Light Industrial District (cumulative) (no residential uses allowed)

**RELEVANT AUTHORITY:**

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

**CRITERION (1)**

**Consistent with the Comprehensive Plan.**

Whether the proposed amendment is consistent with the Comprehensive Plan.

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

**CPP FLU 1.5.3 New Development and Redevelopment in Built Areas.** To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and

intensities located in the Mixed-Use Suburban, Mixed-Use Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

## **FINDINGS**

The proposed amendment is **consistent** with the intent and purpose of the MU-U Future Land Use Category, as stated above. This category does allow for residential uses and non-residential uses (commercial) for compatible infill development. Furthermore, the range of uses extends from residential to light-industrial. Staff concurs that the cumulative nature of the ID-1 zoning category does allow for light industrial which is specifically mentioned in MU-U.

### **CRITERION (2)**

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

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

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

This district is intended to provide for high density urban residential uses and compatible professional office development, and designed to encourage the establishment and maintenance of a suitable higher density residential environment and low intensity services. These uses form a transition area between lower density residential and commercial development. Maximum density is 20 dwelling units per acre except in the Low Density Residential (LDR) future land use category where the maximum density is 18 dwelling units per acre. Refer to Article 11 for uses, heights and densities allowed in R-5, urban residential/limited office areas located in the Airport/Airfield Environs.

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

This district is intended primarily for research-oriented activities, light manufacturing and processing not involving the use of materials, processes or machinery likely to cause undesirable effects upon nearby industrial establishments of this type. The uses shall be within completely enclosed buildings wherever practical and provide a buffer between commercial districts and other higher intensive industrial uses. The uses which this district is designed to accommodate include general assembly, warehousing and distribution activities. In addition, major repair and service activities, as well as manufacturing activities meeting performance standards are intended to be accommodated in this district. Finally, commercial trade and service activities not compatible with activities adapted to more restrictive districts, but which satisfy site plan criteria and performance criteria of this Code, should be accommodated in this district. Residential development is excluded from this district, both to protect residences from undesirable influences and to ensure the preservation of adequate areas for industrial development. Refer to the overlay districts within section LDC 6.07.00 for additional regulations imposed on individual parcels with ID-1 zoning located in the Scenic Highway Overlay District or C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District. All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (FLU 1.1.10) and in Article 7. Refer to Article 11 for uses, heights and densities allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

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



shall be issued or any proposed use which requires access through a residential neighborhood or subdivision.

**LDC 7.20.07. Industrial Locational Criteria (ID-CP, ID-1, ID-2).**

New industrial development must meet the following locational criteria:

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

**FINDINGS**

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

**CRITERION (3)**

**Compatible with surrounding uses.**

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

**FINDINGS**

The proposed amendment is **not compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts ID-1, C-2 and R-5. Cloverland Subdivision, (PB3, PG52) is within the radius. There are 21 single family residences, one mobile home park, six mobile homes, seven vacant residential properties, one church, four open storage properties and one wholesale parcel.

**CRITERION (4)**

**Changed conditions.**

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

**FINDINGS**

The proposed amendment **does have** changed conditions that impact the rezoning request by the applicant. This parcel is designated as part of the Englewood Community Redevelopment Area, under the Community Redevelopment Plan adopted by the Board of County Commissioners July 6, 2000 and updated March 19, 2009. Compliance with the Englewood Redevelopment Plan will be addressed by the Community Redevelopment Agency Staff.

**CRITERION (5)**

**Effect on natural environment.**

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

**FINDINGS**

According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. There are no natural systems or sensitive land that may be affected by this proposed request. When applicable, further review during the site plan review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

**CRITERION (6)**

**Development patterns.**

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

**FINDINGS**

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

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**Attachments**

Z-2012-09

**Planning Board-Rezoning**

**5. B.**

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

**CASE :** Z-2012-09

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

**ADDRESS:** 2006 Border Street

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

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

**COMMISSIONER DISTRICT:** 3

**OVERLAY AREA:** Englewood Redevelopment  
Area

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

**Information**

**SUBMISSION DATA:**

**REQUESTED REZONING:**

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

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

**RELEVANT AUTHORITY:**

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

**CRITERION (1)**

**Consistent with the Comprehensive Plan.**

Whether the proposed amendment is consistent with the Comprehensive Plan.

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

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

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

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

## **FINDINGS**

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

## **CRITERION (2)**

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

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

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

This district is intended to provide for high density urban residential uses and compatible professional office development, and designed to encourage the establishment and maintenance of a suitable higher density residential environment and low intensity services. These uses form a transition area between lower density residential and commercial development. Maximum density is 20 dwelling units per acre except in the Low Density Residential (LDR) future land use category where the maximum density is 18 dwelling units per acre. Refer to Article 11 for uses, heights and densities allowed in R-5, urban residential/limited office areas located in the Airport/Airfield Environs.

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

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

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

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

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

**B. Permitted uses.**

1. Manufacturing or industrial uses permitted in the ID-1 light industrial district.
2. Asphalt plants.
3. Concrete plants.
4. Iron works.
5. Landfills.
6. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
7. Paper mills.
8. Refineries.
9. Rendering plants and slaughter houses.
10. Steel mills.
11. Solid waste transfer stations, collection points, and/or processing facilities.
12. Public utility and service structures.
13. Junkyards, salvage yards, and waste tire processing facilities.
14. Other uses similar to those listed herein. Recommendations on other permitted uses shall be made by the planning board (LPA) and based on an application for such other use. Final determination shall be made by the BCC upon receipt of the planning board's (LPA's) recommendation.

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

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

New industrial development must meet the following locational criteria:

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

**FINDINGS**

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

**CRITERION (3)**

**Compatible with surrounding uses.**

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

**FINDINGS**

The proposed amendment is **not compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts ID-1, C-2 and R-5. Cloverland Subdivision, (PB3, PG52) is within the radius. There are 21 single family residences, one (1) mobile home park, six (6) mobile homes, seven (7) vacant residential properties, one (1) church, four (4) open storage properties and one (1) wholesale parcel.

**CRITERION (4)**

**Changed conditions.**

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

**FINDINGS**

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

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

**CRITERION (5)**

**Effect on natural environment.**

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

**FINDINGS**

According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the site plan review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

**CRITERION (6)**

**Development patterns.**

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

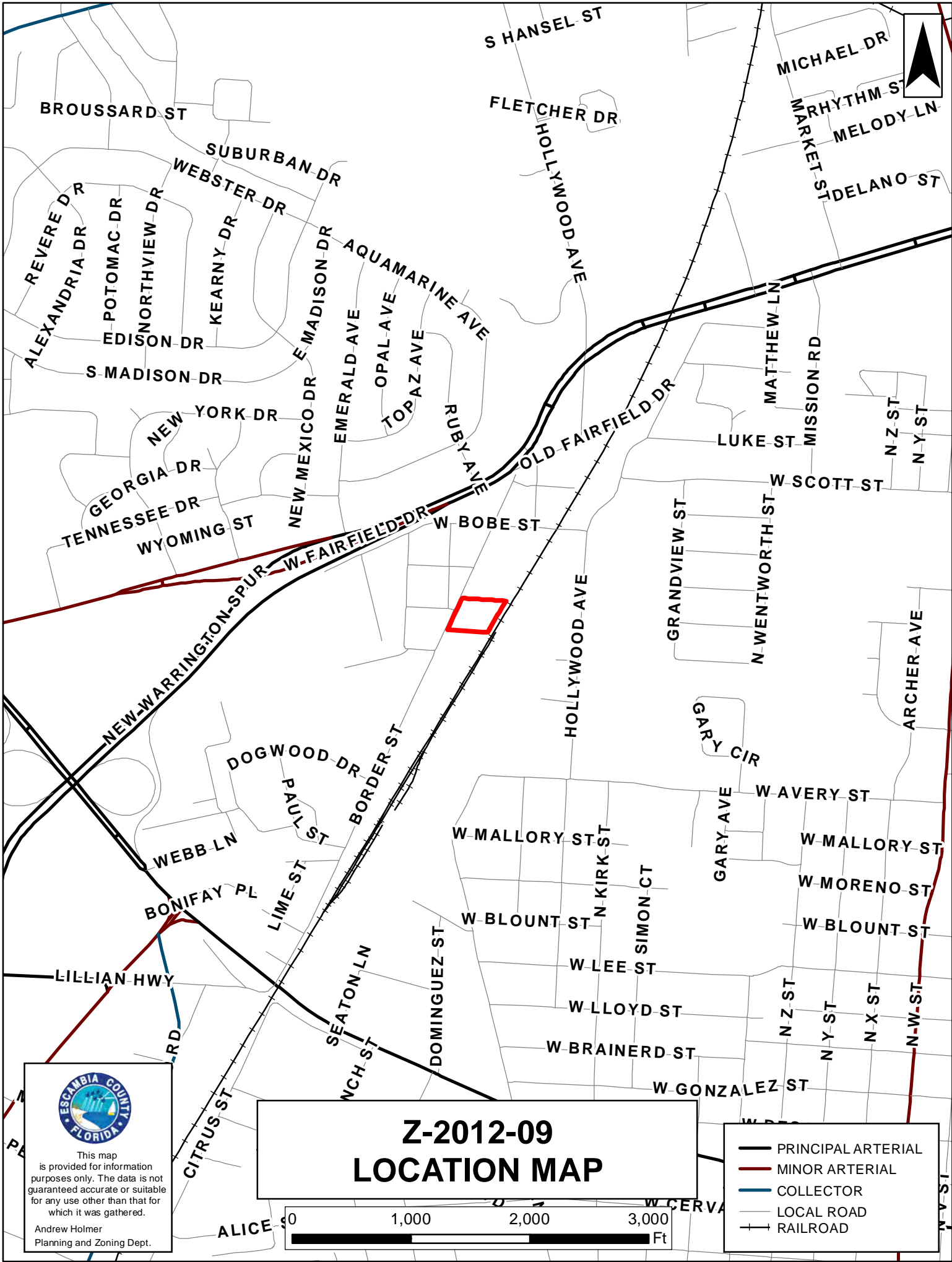
**FINDINGS**


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

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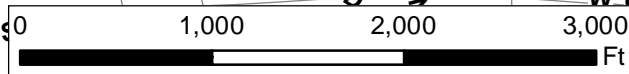
**Attachments**






Z-2012-09



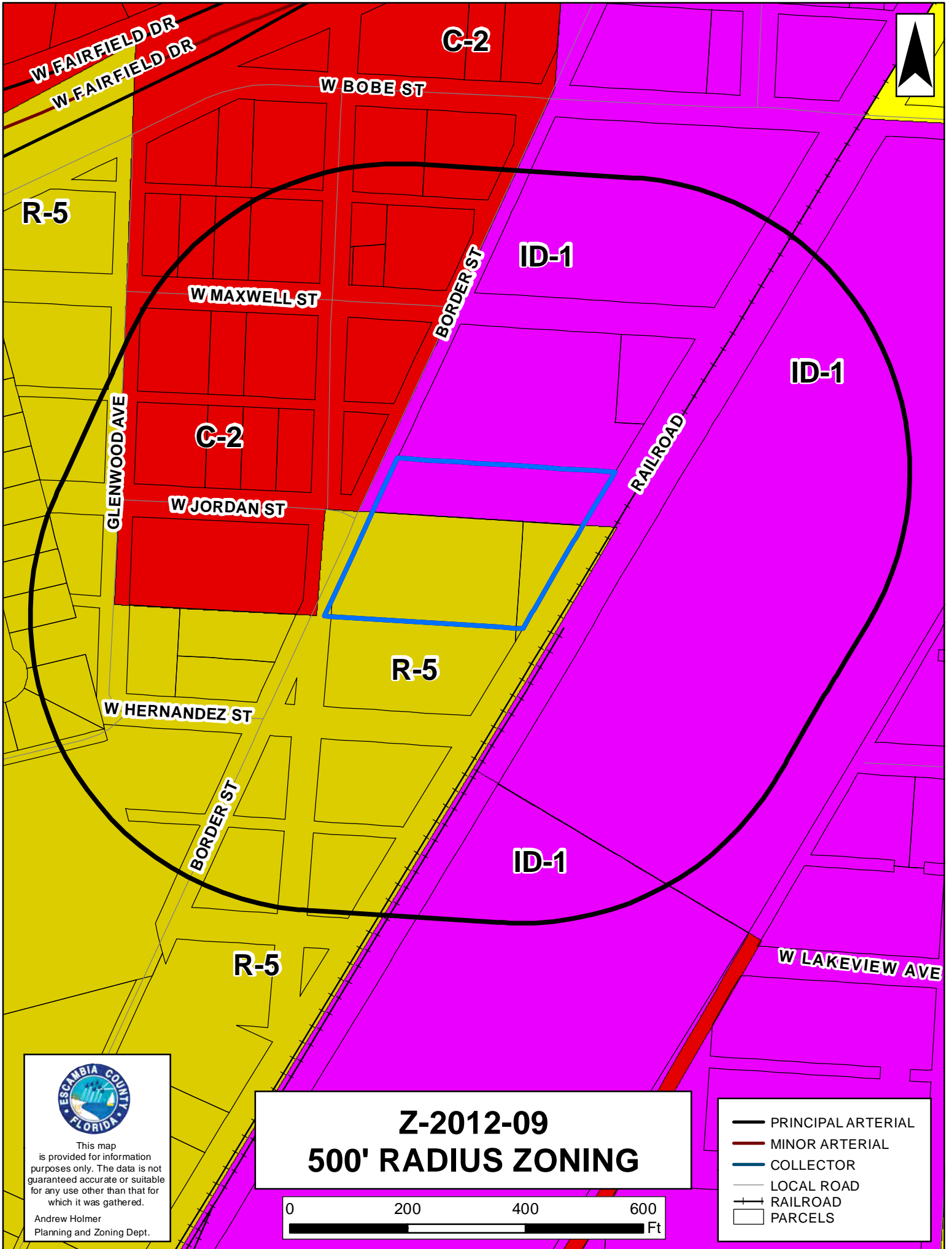
  
 This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.  
 Andrew Holmer  
 Planning and Zoning Dept.

## Z-2012-09 LOCATION MAP

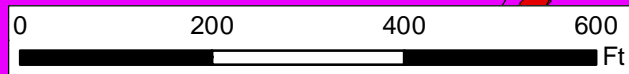


-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  RAILROAD




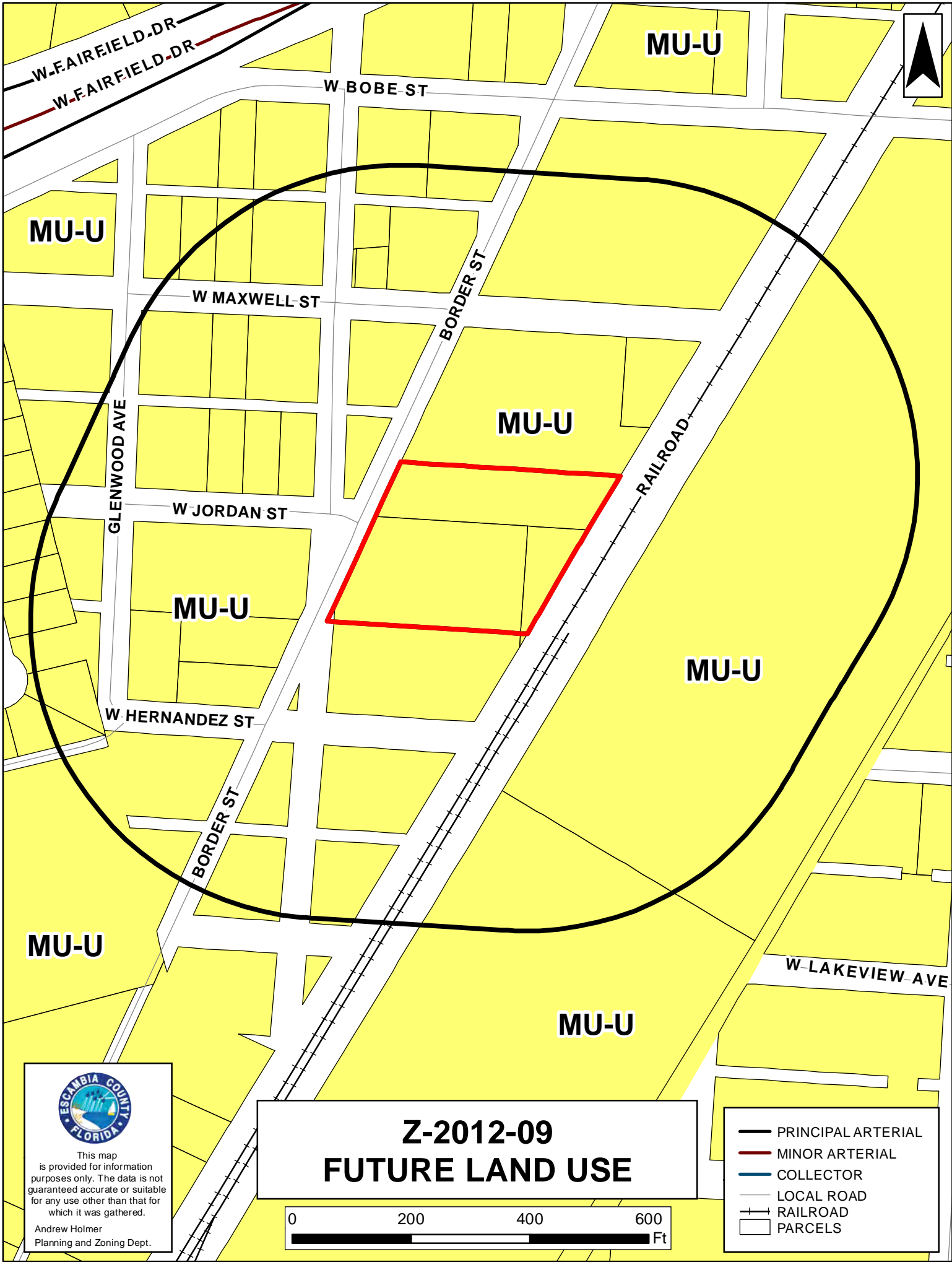


**Z-2012-09**  
**500' RADIUS ZONING**



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

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



MU-U

MU-U

MU-U

MU-U

MU-U

MU-U

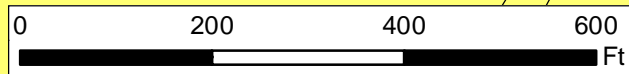
MU-U



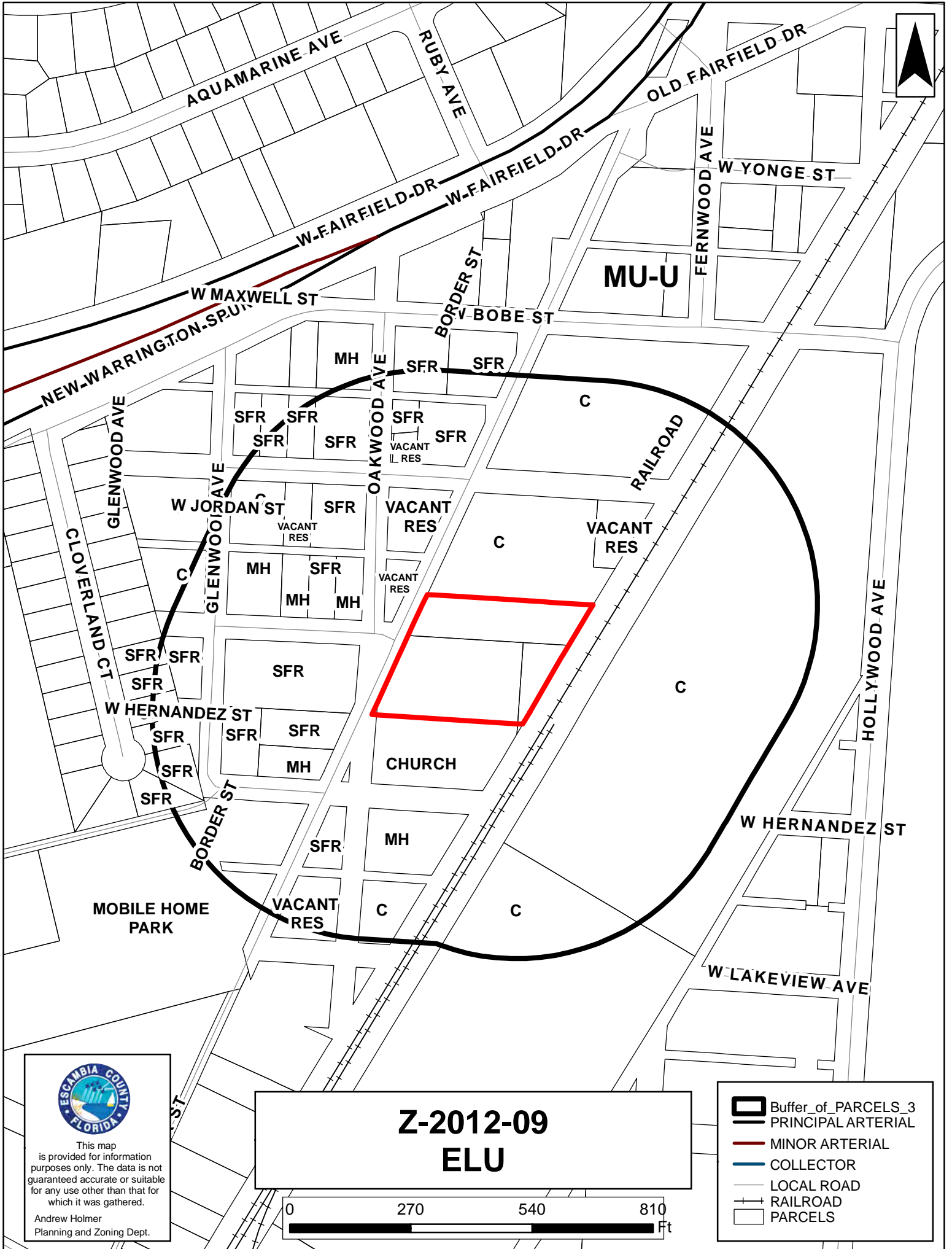
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.


Andrew Holmer  
Planning and Zoning Dept.

**Z-2012-09  
FUTURE LAND USE**

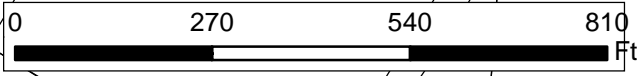









- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS



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

**Z-2012-09**  
**ELU**



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



W MAXWELL ST

OAKWOOD AVE

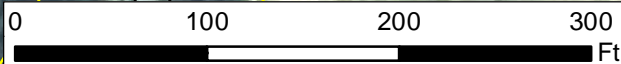
BORDER ST



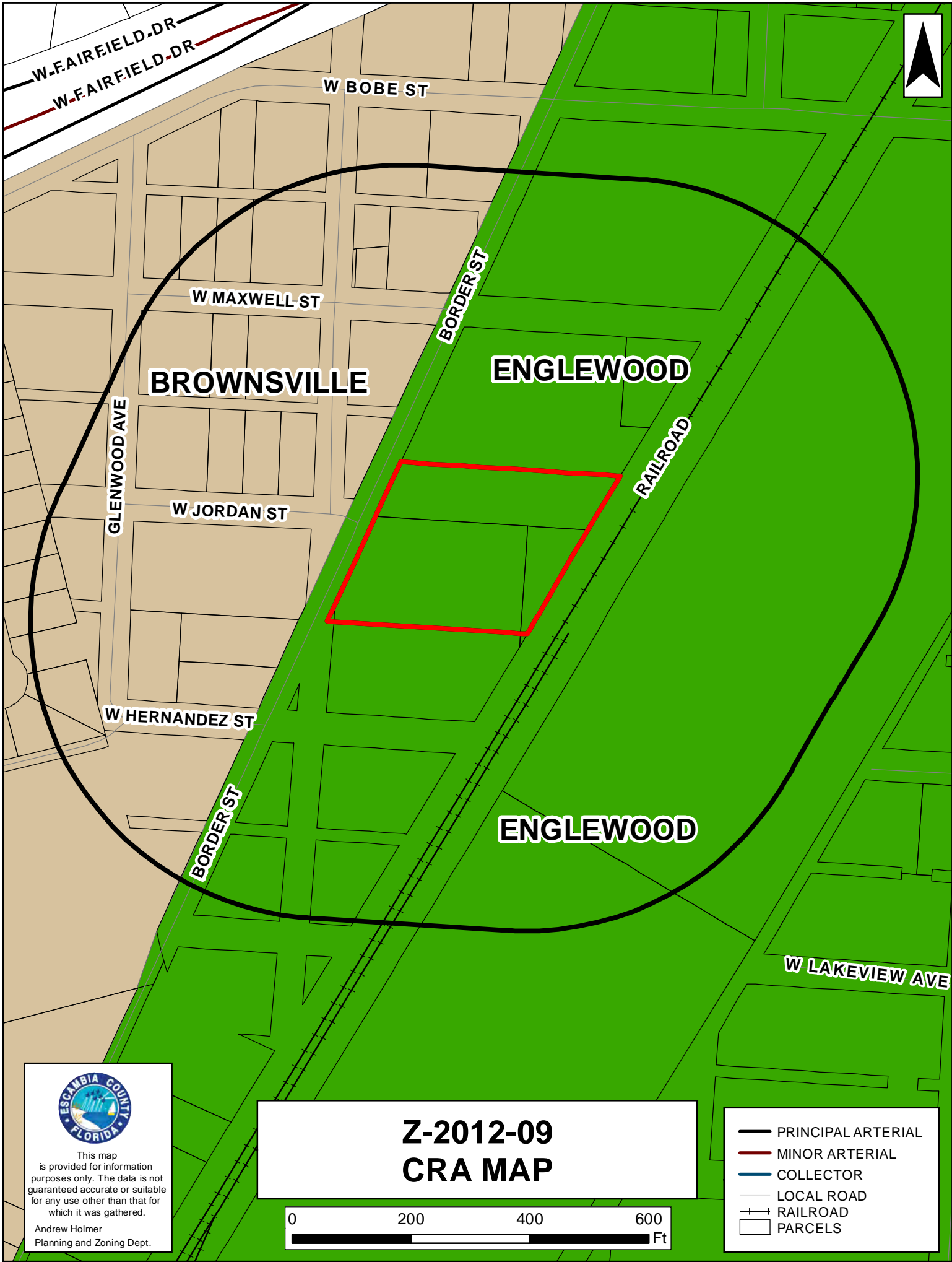
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.

# Z-2012-09 AERIAL MAP



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



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

Andrew Holmer  
Planning and Zoning Dept.

# Z-2012-09 CRA MAP



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



# NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2012-09  
CURRENT ZONING: R-5/ID-1 PROPOSED ZONING: ID-1

## PLANNING BOARD

DATE: 12/10/12 TIME: 8:30 AM

### LOCATION OF HEARING

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

## BOARD OF COUNTY COMMISSIONERS

DATE: 01/03/13 TIME: 5:45 PM

### LOCATION OF HEARING

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

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

PLEASE DO NOT REMOVE THIS SIGN  
PROPERTY OF ESCAMBIA COUNTY



LOOKING SOUTHWEST



LOOKING WEST





LOOKING NORTHEAST



LOOKIN EAST ON TO THE SITE



LOOKING NORTHEAST



LOOKING NORTHWEST



LOOKING SOUTHWEST



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

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

**INTEROFFICE MEMORANDUM**

**TO:** Planning Board

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

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

**DATE:** September 7, 2012

**RE:** Rezoning, September 10, 2012 meeting – 2006 Border Street – Z-2012-09  
– **Englewood Redevelopment District**

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

The Zoning and Land Use objective is intended to support and implement zoning policies that protect residential neighborhoods and encourage compatible commercial/industrial reinvestment. The zoning request to ID-1 is compatible with the Future Land Use and surrounding industrial zoning. CRA requests screening be given additional consideration. The intent within community redevelopment districts is to improve the area; the aesthetic aspects of redevelopment are considered a priority. CRA supports the rezoning request to ID-1.

DVF: eap



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

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

**INTEROFFICE MEMORANDUM**

**TO:** Planning Board  
**FROM:** David Forte, Urban Planner II, Community Redevelopment Agency (CRA)  
**THRU:** Eva A. Peterson, CRA Manager  
**DATE:** Tuesday, May 2, 2012  
**RE:** Rezoning, May 14, 2012 meeting – 2006 Border Street – Z-2012-09 –  
**Englewood Redevelopment District**

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

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

**CRA Comments:**

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

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

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

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

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

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

- 3) **The ERP on page 22 details the future land use categories located within the Englewood Redevelopment District; however, the Comprehensive Plan, which amended the future land use categories, has been updated through the Evaluation & Appraisal Report Based Amendments (EAR 2010) since the ERP has been updated (2008). The future land use category for the proposed site at the time of adoption of the EAR was Mixed Use-1, but the current future land use category for the site is Mixed Use-Urban (MU-U). FLU Policy 1.3.1 states “Intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.” And further the MU-U category states the range of**



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

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

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

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

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

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

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

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

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

April 4, 2012  
VIA HAND DELIVERY

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

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

Dear Ms. Cain:

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

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

Sincerely,

Wiley C."Buddy" Page



# Development Services Department

Escambia County, Florida

## APPLICATION

**Please check application type:**

Administrative Appeal

Development Order Extension

Conditional Use Request for: \_\_\_\_\_

Variance Request for: \_\_\_\_\_

Rezoning Request from: ID-1 & R-5 to: ID-2

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

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

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

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

Property Address: 2006 Border Street Pensacola, Florida 32501

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

**By my signature, I hereby certify that:**

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

*[Signature]*  
 Signature of Owner/Agent

Evans Contracting, Inc.  
 Printed Name Owner/Agent

\_\_\_\_\_  
 Date

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

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

\_\_\_\_\_  
 Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of January 20 12,  
 by Kathleen E. Castellani Rick Evans

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

*[Signature]*  
 Signature of Notary  
 (notary seal must be affixed)

Katherine E Castellani  
 Printed Name of Notary

**FOR OFFICE USE ONLY**

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

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

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

Revised 3-22-11





# Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2012-09

## CONCURRENCY DETERMINATION ACKNOWLEDGMENT

### For Rezoning Requests Only

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

Property Address: 2006 Border Street Pensacola, Florida 32501

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 4th DAY OF January, YEAR OF 2012.

  
Signature of Property Owner

Evans Contracting, Inc.  
Printed Name of Property Owner

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date



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

CASE #: Z-2012-09

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

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

I hereby designate Wiley C. "Buddy" Page for the sole purpose  
of completing this application and making a presentation to the:

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

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

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

[Signature]  
Signature of Property Owner

Evans Contracting, Inc.  
Printed Name of Property Owner Date

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

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

STATE OF Florida COUNTY OF Escambia

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

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

[Signature]  
Signature of Notary

Katherine E Castellani (Notary Seal)  
Printed Name of Notary



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

**2011 FOR PROFIT CORPORATION ANNUAL REPORT**

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

DOCUMENT# P99000036830

Entity Name: EVANS CONTRACTING, INC.

**Current Principal Place of Business:**

289 NOWAK RD.  
CANTONMENT, FL 32533

**New Principal Place of Business:**

**Current Mailing Address:**

289 NOWAK RD.  
CANTONMENT, FL 32533

**New Mailing Address:**

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

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

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

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

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

SIGNATURE:

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

\_\_\_\_\_  
Date

**OFFICERS AND DIRECTORS:**

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

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

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

SIGNATURE: RICK EVANS

PRES

02/07/2011

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

\_\_\_\_\_  
Date

REC'D APR 04 2012

Rec  
Doc 1120.00

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

### WARRANTY DEED (INDIVIDUAL)

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

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

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

*Said property is not the homestead of the Grantor(s) under the laws and Constitution of the State of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) reside thereon.*

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


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

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

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

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

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

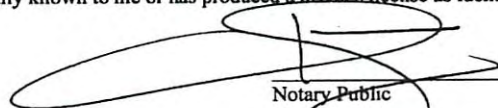
  
Witness  
Print Name: Karen McClammy  
  
Witness  
Print Name: Adrian F. Hammond, Jr.

  
Dennis R Hinote

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

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

(SEAL)

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

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



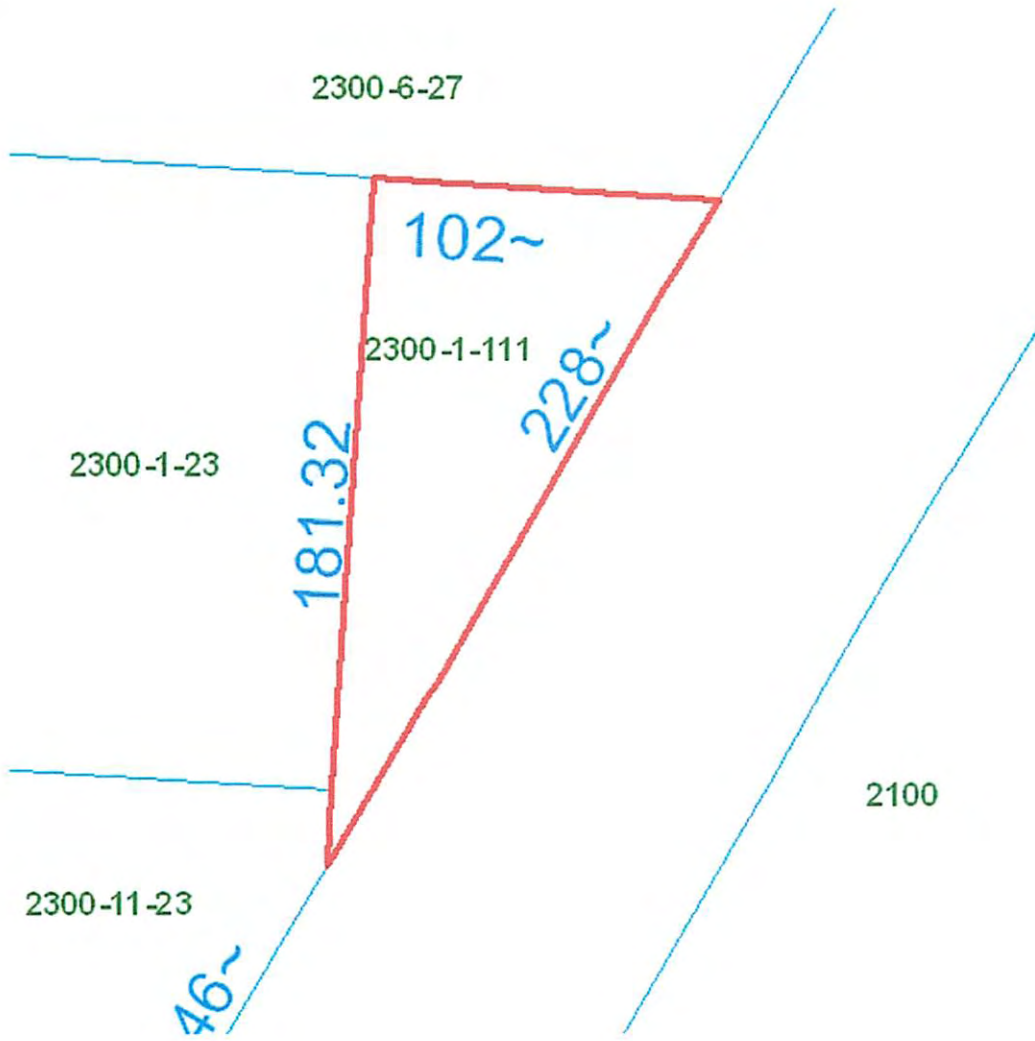
## Schedule A

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

DESCRIBED AS FOLLOWS:

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





REC'D APR 04 2012

023

06-0266-000

Rec  
Doc 1120.00

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

**WARRANTY DEED  
(INDIVIDUAL)**

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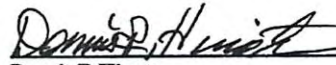
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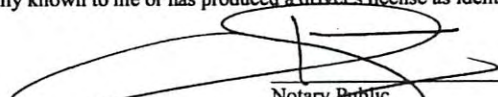
  
Witness  
Print Name: Karen McClammy  
  
Witness  
Print Name: Adrian F. Hammond, Jr.

  
Dennis R Hinote

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

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(SEAL)

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

Prepared by:  
Karen McClammy, an employee of  
Citizens Title Group, Inc.,  
4300 Bayou Boulevard, Suite 31  
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Incident to the issuance of a title insurance policy.  
File Number: 06-121903  
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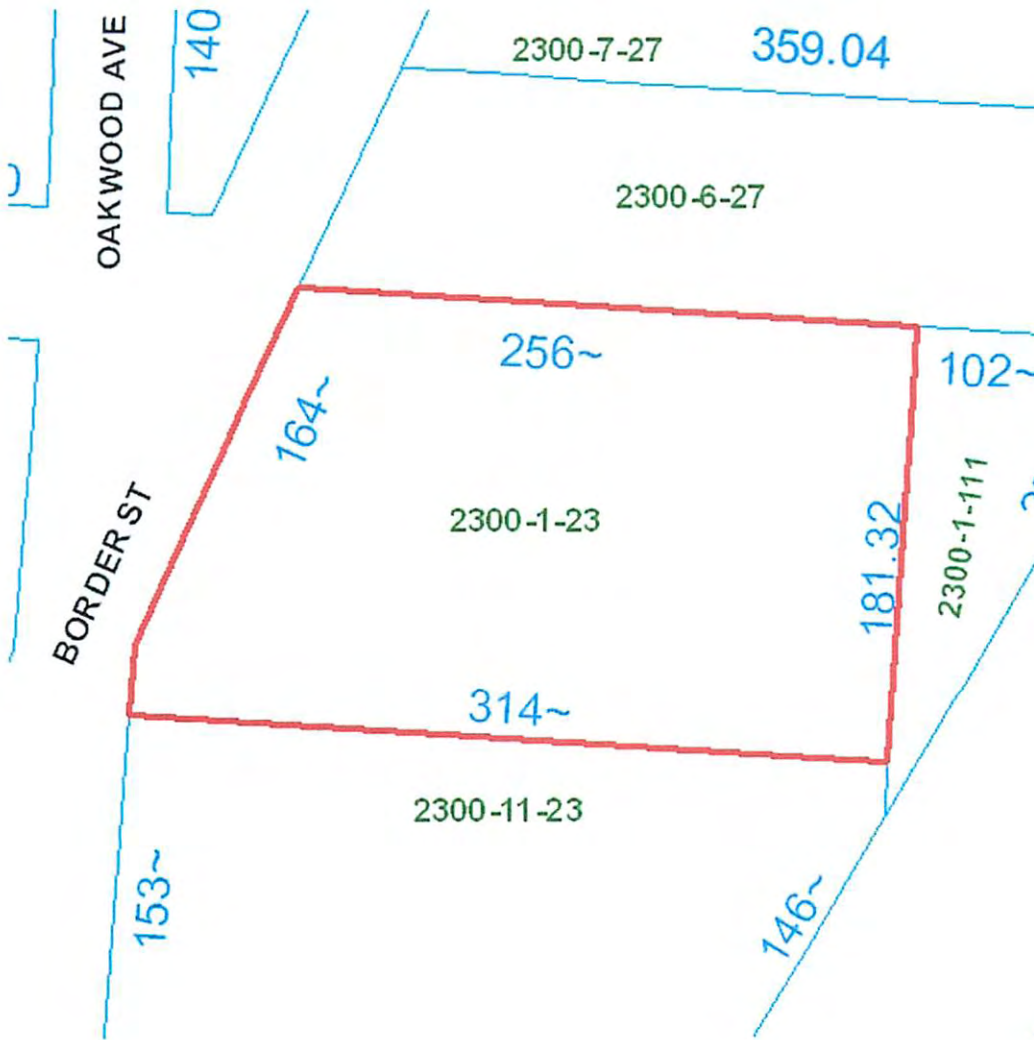
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027

Rec  
Doc 1120.00

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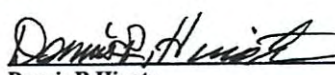
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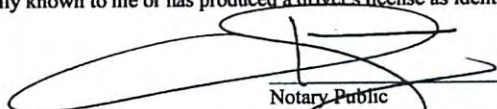
  
Witness Karen McClammy  
Print Name: Karen McClammy  
Witness Adrian F. Hammond, Jr.  
Print Name: Adrian F. Hammond, Jr.

  
Dennis R Hinote

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

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(SEAL)

  
Notary Public  
Print Name:  
My Commission Expires:

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



**LOCATIONAL CRITERIA**

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

**RESPONSE:**

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

**2. Includes a six-foot privacy fence as part of any required buffer and develops the required landscaping and buffering to ensure long-term compatibility with adjoining uses as described in Policy 7.A.3.8 and article 7;**

**RESPONSE:**

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

**3. Negative impacts of these land uses on surrounding residential areas shall be minimized by placing the lower intensity uses on the site (such as stormwater ponds and parking) next to abutting residential dwelling units and placing the higher intensity uses (such as truck loading zones and dumpsters) next to the roadway or adjacent commercial properties;**

**RESPONSE:**

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

**4. Intrusions into recorded subdivisions shall be limited to 300 feet along the collector or arterial roadway and only the corner lots in the subdivision;**

**RESPONSE:**

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

**5. A system of service roads or shared access facilities shall be required, to the maximum extent feasible, where permitted by lot size, shape, ownership patterns, and site and roadway characteristics.**

**RESPONSE:**

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

**6. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.**

**RESPONSE:**

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

**SUMMARY:**

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

REC'D APR 04 2012



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

June 9, 2009

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

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

Dear Mr. Fitzpatrick:

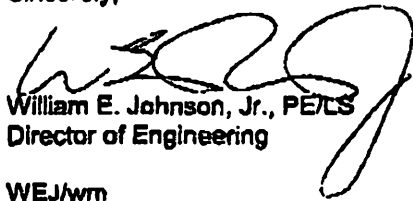
In response to your inquiry concerning availability of water and sewer services for the above referenced project, ECUA anticipates no problems in water supply or sewage treatment plant capacity. Our review indicates this project will not degrade ECUA's water and sewer systems to a degree which would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

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

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

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

Sincerely,

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

WEJ/wm

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

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

Logan Fink  
District One

Lola Benson  
District Two

Elvin McCorvey  
District Three

Debo Peridna  
District Four

Larry Walker  
District Five



## Data and Analysis

### Location

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

### Background

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

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

### Project Description

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

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

### Area Spatial Analysis

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

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

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

Property on the north side of site is owned by *Pav'r Construction, Inc.* and used as a waste container rental operation with outside storage along the common property line. This site is zoned ID-1. As stated earlier, property to the east is owned by *CSX Railroad* which provides rail service south to the industrial area south of Navy Boulevard and west of Pace Boulevard containing Armstrong World and Arizona Chemical among others. Property south of the site is zoned R-5 and appears to be used for intensive outside storage activities. Across from the site, Escambia County owns property on the west side of Border Street and uses it as a storm water retention pond facility.

### Economic Redevelopment Areas

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

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

### Analysis

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

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

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

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

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

### **Potable Water**

Calculations for potable water demand are as follows:

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

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

### **Sanitary Sewer**

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

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

### **Recreation**

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

### **Traffic**

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

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

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

### **DRAINAGE**

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

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

**URBAN SPRAWL**

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



**Development Services Department**  
Escambia County, Florida

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

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

Buddy Page (Evans)  
Name

Border St & Jordan 32505  
Address

Owner  Agent

Referral Form Included? **Y / N**

**MAPS PREPARED**

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

**PROPERTY INFORMATION**

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

**COMMENTS**

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

*located along local road*

4/15/10

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

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

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

Applicant/Agent Name & Signature: Buddy Page

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

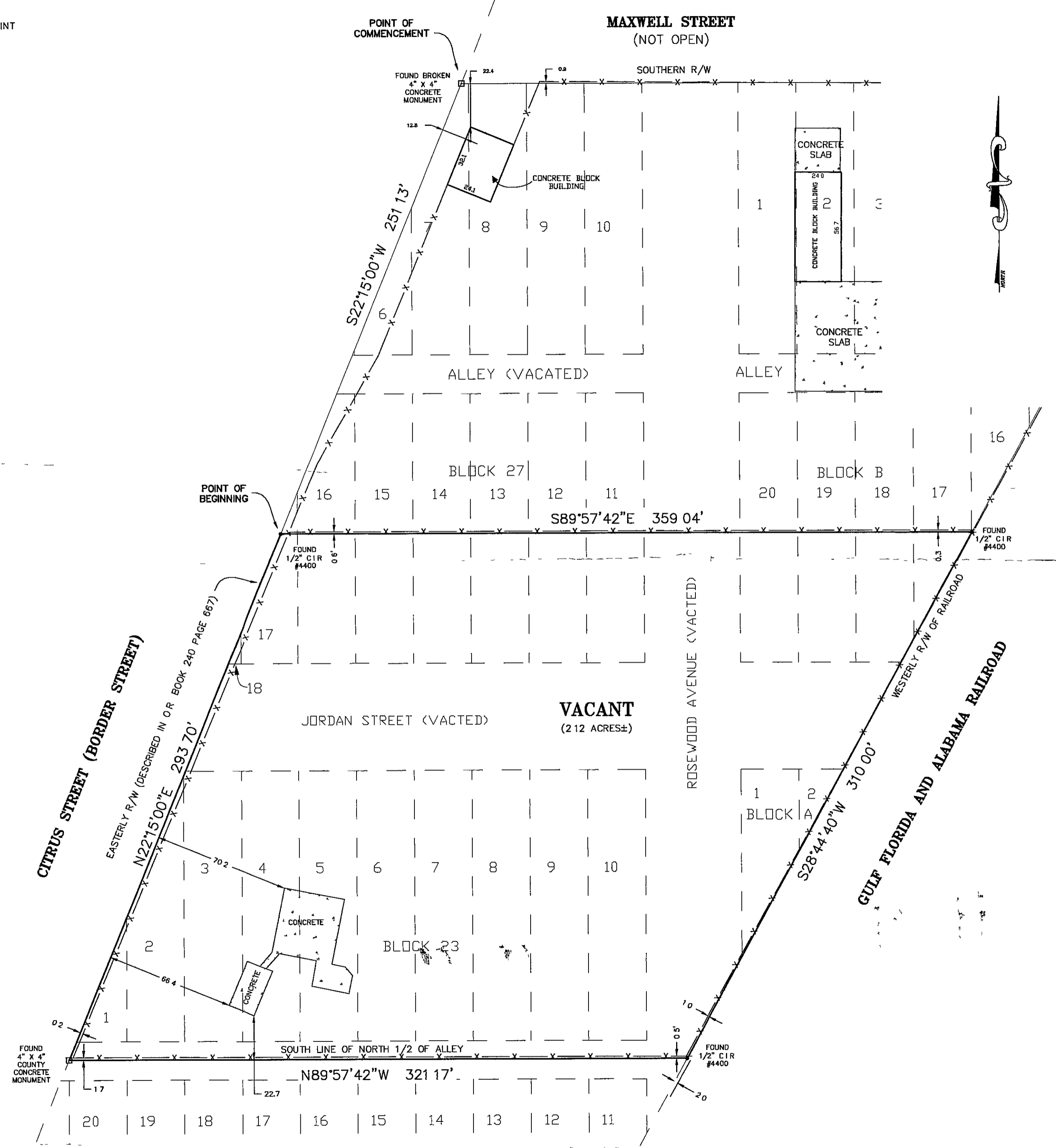
\*MEASUREMENTS MADE TO UNITED STATES STANDARDS\*

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

# BOUNDARY SURVEY



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



**LAND DESCRIPTION**

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

SOURCE OF INFORMATION DESCRIPTION AS FURNISHED BY CLIENT ALL BEARINGS AND/OR ANGLES AND DISTANCES ARE PLAT EXCEPT AS NOTED THERE MAY BE ADDITIONAL RESTRICTIONS, EASEMENTS AND/OR RIGHT-OF-WAYS THAT WERE NOT FURNISHED TO THIS FIRM THAT MAY BE FOUND IN THE PUBLIC RECORDS OF SAID COUNTY FOOTINGS FOUNDATIONS OR ANY OTHER SUBSURFACE STRUCTURES NOT LOCATED NO TITLE WORK PERFORMED BY THIS FIRM

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

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

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

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

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

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





**Development Services Department**

**Building Inspections Division**

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

**RECEIPT**

Receipt No. : **552580**

Date Issued. : 04/04/2012

Cashier ID : GELAWREN

Application No. : PRZ120400009

Project Name : Z-2012-09

**PAYMENT INFO**

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

Received From : EVANS CONTRACTION INC

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

Change Due : \$0.00

**APPLICATION INFO**

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ120400009	645718	1,750.00	\$0.00	0 BORDER ST & JORDAN , PENSACOLA, FL, 32505
PRZ120400009	645719	70.00	\$0.00	0 BORDER ST & JORDAN , PENSACOLA, FL, 32505
<b>Total Amount :</b>		<b>1,820.00</b>	\$0.00	Balance Due on this/these Application(s) as of 4/5/2012



**Development Services Department**

**Building Inspections Division**

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

**RECEIPT**

Receipt No. : **552582**

Date Issued. : 04/04/2012

Cashier ID : GELAWREN

Application No. : PRZ120400009

Project Name : Z-2012-09

**PAYMENT INFO**

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

Received From : BUDDY PAGE

Total Receipt Amount : **\$70.00**

Change Due : \$0.00

**APPLICATION INFO**

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ120400009	645718	1,750.00	\$0.00	0 BORDER ST & JORDAN , PENSACOLA, FL, 32505
PRZ120400009	645719	70.00	\$0.00	0 BORDER ST & JORDAN , PENSACOLA, FL, 32505
<b>Total Amount :</b>		<b>1,820.00</b>	\$0.00	Balance Due on this/these Application(s) as of 4/5/2012

OREN INTERNATIONAL INC  
1995 HOLLYWOOD AVE  
PENSACOLA FL 32505

EVANS CONTRACTING INC  
289 NOWAK RD  
CANTONMENT FL 32533

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

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

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

SILCOX ROBERT H  
3800 W MAXWELL ST  
PENSACOLA FL 32505

ONGMAN GLORIA J  
22880 POPLAR RD  
ROBERTSDALE AL 36567

TERRY JOHN G  
3816 W MAXWELL ST  
PENSACOLA FL 32505

GIBBES TIMOTHY & DEBORAH  
12 CLOVERLAND CT  
PENSACOLA FL 32505

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

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

WILSON STEVE H  
817 NORTH 48TH AVE  
PENSACOLA FL 32506

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

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

MARTIN LUCINDA  
4415 DEAUVILLE WAY  
PENSACOLA FL 32503

BODIE STEVE R  
1375 LA PAZ  
PENSACOLA FL 32506

PENSACOLA HABITAT FOR  
HUMANITY INC  
PO BOX 13204  
PENSACOLA FL 32591

PENSACOLA HABITAT FOR  
HUMANITY  
1060 GUILLEMARD ST  
PENSACOLA FL 32501

JAHNKE JOSHUA J  
59 LINCOLN ST  
HUDSON MA 01749

DOWNEY JOSEPH M  
16 CLOVERLAND CT  
PENSACOLA FL 32508

SOUTHERN STAR AUTO GROUP LLC  
2201 GLENWOOD AVE  
PENSACOLA FL 32505

SCHAFFER REAL ESTATE HOLDINGS  
LLC  
1632 SUNSET POINTE  
DESTIN FL 32541

FOLMAR DARRYL D  
2101 OAKWOOD AVE  
PENSACOLA FL 32505

ANGELOS AUTO PARTS INC  
42 SANDALWOOD ST  
PENSACOLA FL 32505

WILLIS SABRINA LYNN  
2123 NORTH T ST  
PENSACOLA FL 32505

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

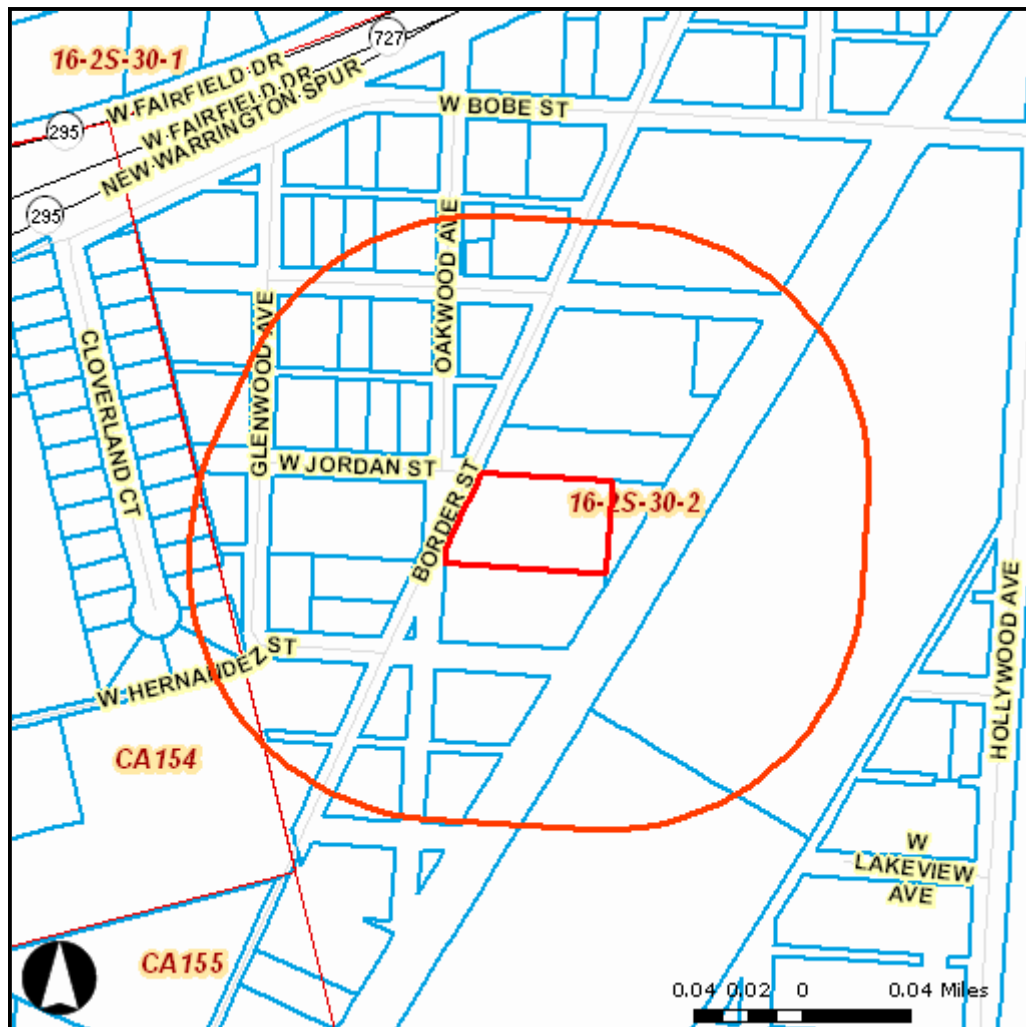
HENDRICKS JAMES GAWEN  
8411 KAUSE RD  
PENSACOLA FL 32506

BROWN JAMES &  
2208 OAKWOOD AVD  
PENSACOLA FL 32505

HARBORTH HARVEY & BARBARA A  
14 CLOVERLAND CT  
PENSACOLA FL 32505

FOLKER TIMOTHY W & ROSEMARY  
711 MEADOWVIEW LN  
PENSACOLA FL 32504

# ECPA Map



Map Grid



Major Roads

- City Road
- County Road
- Interstate
- State Road
- US Highway

All Roads



Property Line



**PLEASE NOTE:** This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.



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ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Expert in
Land use
planning

Meeting Date: 9-10-12

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2012-09 OR

Agenda Item Number/Description:

In Favor Against

Name: BUDDY PAGE Agent for owner

Address: 5337 Hamilton Ln City, State, Zip: PACE 32571

Email Address: budpage1@mchsi.com Phone: 2329853

Please indicate if you:

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

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

All items with an asterisk \* are required.

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7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Handwritten notes: Opposition Leader, Attorney

Meeting Date: \_\_\_\_\_

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2012-09 OR

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

In Favor Against

\*Name: BOB KENNIGAN

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

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 9-10-12

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-09

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor [checked] Against

\*Name: EMILY RHODES

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

Email Address: none Phone: 850-457-4577

Please indicate if you:

[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.

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BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Did not speak

Development Services Department  
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(850) 595-3481 - FAX  
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Escambia County Planning Board  
Public Hearing  
Speaker Request Form

Please Print Clearly

Meeting Date: Sept. 10, 2012

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-09

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor  Against

\*Name: Charlene Rhodes

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

Email Address: \_\_\_\_\_ Phone: (850) 457-4577

Please indicate if you:

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

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

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\*\*\*\*\*  
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 5-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: 08 + 09

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

[X] In Favor [ ] Against

\*Name: BUDDY PAGE

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

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

Please indicate if you:

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[ ] 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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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 5-14-12

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2012-09 OR

Agenda Item Number/Description:

In Favor Against

\*Name: Ronald L Stewart

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

Email Address: Phone: 457-3716

Please indicate if you:

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[ ] 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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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12/10/12

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: 09

OR

Agenda Item Number/Description:

[X] In Favor [ ] Against

\*Name: BUDDY PAGE - Agent

\*Address: 5331 Humilton \*City, State, Zip: Pace

Email Address: budpage1@nchs1.com Phone: 232-9853

Please indicate if you:

- [ ] would like to be notified of any further action related to the public hearing item.
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Did not speak at PB Hearing

Meeting Date: Dec 10, 2012

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2012-09

OR

Agenda Item Number/Description:

In Favor Against

\*Name: Lucina Martin

\*Address: 4415 Beauville Way \*City, State, Zip: Pens FL 32305

Email Address: Babynead@yahoo.com Phone: 850.221-8467

432-3987

Please indicate if you:

- would like to be notified of any further action related to the public hearing item.
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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-3669**

**Growth Management Report 10. 2.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 01/03/2013

**Issue:** 5:45 p.m. - A Public Hearing - Amendment to the Official Zoning Map

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

**Organization:** Development Services

---

**RECOMMENDATION:**

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on December 10, 2012, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

**BACKGROUND:**

Rezoning Cases Z-2012-28, Z-2012-29, Z-2012-26, and Z-2012-09 were heard by the Planning Board on December 10, 2012. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended orders 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 recommendations. 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

Clean Copy Ordinance

---

ORDINANCE NUMBER 2012-\_\_\_\_\_

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

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

**Section 1. Purpose and Intent.**

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended as follows.

<b>Case No.:</b>	<b>Z-2012-28</b>
Address:	6125 Arthur Brown Rd.
Property Reference No.:	11-4N-33-4100-000-000
Property Size:	9.69 (+/-) acres
From:	VAG-1, Villages Agriculture, Gross Density (five dwelling units per 100 acres on one-acre parcels)
To:	ID-2, General Industrial District (non-cumulative)
FLU Category:	AG, Agricultural

**Case No.:** Z-2012-29  
Address: 4810 West Nine Mile Rd.  
Property Reference No.: 04-1S-31-1101-000-000  
Property Size: 241.9 (+/-) acres  
From: AG, Agricultural District,  
Low Density  
To: ID-CP, Commerce Park District  
(cumulative) (no residential uses  
allowed)  
FLU Category: REC, Recreation

**Case No.:** Z-2012-26  
Address: 85 Stone Blvd.  
Property Reference No.: 14-1N-31-1001-007-002  
Property Size: 9.93 (+/-) acres  
From: ID-CP, Commerce Park District  
(cumulative)  
To: ID-2, General Industrial District  
(non-cumulative)  
FLU Category: I-Industrial

**Case No.:** Z-2012-09  
Address: 2006 Border St.  
Property Reference No.: 16-2S-30-2300-001-023  
Property Size: 2.23 (+/-) acres  
From: R-5, Urban Residential/  
Limited Office District,  
(cumulative) High  
Density and ID-1,  
Light Industrial District  
(cumulative) (no residential  
uses allowed)  
To: ID-1, Light Industrial District  
(cumulative) (no residential  
uses allowed)  
FLU Category: MU-U, Mixed-Use Urban



**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; 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 \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Gene M. Valentino, Chairman

ATTEST: ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

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

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

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 OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

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

**Section 1. Purpose and Intent.**

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended as follows.

<b>Case No.:</b>	<b>Z-2012-28</b>
Address:	6125 Arthur Brown Rd.
Property Reference No.:	11-4N-33-4100-000-000
Property Size:	9.69 (+/-) acres
From:	VAG-1, Villages Agriculture, Gross Density (five dwelling units per 100 acres on one-acre parcels)
To:	ID-2, General Industrial District (non-cumulative)
FLU Category:	AG, Agricultural

**Case No.:** Z-2012-29  
Address: 4810 West Nine Mile Rd.  
Property Reference No.: 04-1S-31-1101-000-000  
Property Size: 241.9 (+/-) acres  
From: AG, Agricultural District,  
Low Density  
To: ID-CP, Commerce Park District  
(cumulative) (no residential uses  
allowed)  
FLU Category: REC, Recreation

**Case No.:** Z-2012-26  
Address: 85 Stone Blvd.  
Property Reference No.: 14-1N-31-1001-007-002  
Property Size: 9.93 (+/-) acres  
From: ID-CP, Commerce Park District  
(cumulative)  
To: ID-2, General Industrial District  
(non-cumulative)  
FLU Category: I-Industrial

**Case No.:** Z-2012-09  
Address: 2006 Border St.  
Property Reference No.: 16-2S-30-2300-001-023  
Property Size: 2.23 (+/-) acres  
From: R-5, Urban Residential/  
Limited Office District,  
(cumulative) High  
Density and ID-1,  
Light Industrial District  
(cumulative) (no residential  
uses allowed)  
To: ID-1, Light Industrial District  
(cumulative) (no residential  
uses allowed)  
FLU Category: MU-U, Mixed-Use Urban

**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; 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 \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Gene M. Valentino, 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-3521**

**Growth Management Report 10.3.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 01/03/2013

**Issue:** 5:46 p.m. - A Public Hearing - CPA 2012-04 Large Scale Map Amendment

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

**Organization:** Development Services

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**RECOMMENDATION:**

5:46 p.m. - A Public Hearing Concerning the Transmittal of Comprehensive Plan Amendment (CPA) 2012-04 (MAP) to the Department of Economic Opportunity (DEO)

That the Board of County Commissioners (BCC) approve for transmittal to the Department of Economic Opportunity (DEO), Comprehensive Plan Amendment (CPA) 2012-04 (Map), 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.

At its December 10, 2012, Meeting, the Planning Board recommended approving transmittal of the Map Amendment to the DEO.

**BACKGROUND:**

The agent requests a Future Land Use (FLU) Map amendment to change the Future Land Use category of a 241.9 (+/-) acre parcel from Recreation Future Land Use to Mixed-Use Urban Future Land Use. The zoning designation for the referenced parcel is currently Agricultural; however, the applicant is also seeking to rezone this property to ID-CP. The proposed FLU change is to enable the rezoning of the property and eventual expansion of the Navy Federal Credit Union, Pensacola Campus.

**BUDGETARY IMPACT:**

No budgetary impact is anticipated by the adoption of this Ordinance.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The attached Ordinance has been reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Comments and recommendations 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 Escambia County Comprehensive Plan and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

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**Attachments**

Ordinance DRAFT

Legal Review

Staff Analysis

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ORDINANCE NO. 2013-\_\_\_\_

1  
2  
3  
4 AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING  
5 PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE  
6 ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED;  
7 AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT,"  
8 PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE  
9 MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A  
10 PARCEL WITHIN SECTION 4, TOWNSHIP 1S, RANGE 31W, PARCEL  
11 NUMBER 1101-000-000, TOTALING 241.9 (+/-) ACRES, LOCATED AT  
12 4810 WEST NINE MILE ROAD, FROM RECREATION (REC) TO MIXED-  
13 USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR  
14 SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND  
15 PROVIDING FOR AN EFFECTIVE DATE.  
16  
17  
18

19 **WHEREAS**, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County  
20 adopted its Comprehensive Plan on January 20, 2011; and  
21

22  
23 **WHEREAS**, Chapter 125, Florida Statutes, empowers the Board of County  
24 Commissioners of Escambia County, Florida to prepare, amend and enforce  
25 comprehensive plans for the development of the County; and  
26

27  
28 **WHEREAS**, the Escambia County Planning Board conducted a public hearing and  
29 forwarded a recommendation to the Board of County Commissioners to approve  
30 changes (amendments) to the Comprehensive Plan; and  
31

32  
33 **WHEREAS**, the Board of County Commissioners of Escambia County, Florida finds that  
34 the adoption of this amendment is in the best interest of the County and its citizens;  
35

36  
37 **NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of  
38 Escambia County, Florida, as follows:  
39

1 **Section 1. Purpose and Intent**

2  
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.  
6

7  
8 **Section 2. Title of Comprehensive Plan Amendment**

9  
10 This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment  
11 2012-04 Map."  
12

13  
14 **Section 3. Changes to the 2030 Future Land Use Map**

15  
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:  
21

22 Parcel identification number 04-1S-31-1101-000-000, totaling 241.9 (+/-)  
23 acres, as more particularly described by Walter J. Glaze, Pittman, Glaze  
24 and Associates, Inc. in the boundary survey dated July 17, 2012, attached  
25 as Exhibit A, from Recreation (REC) to Mixed Use-Urban (MU-U).  
26

27  
28 **Section 4. Severability**

29  
30 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or  
31 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect  
32 the validity of the remaining portions of this Ordinance.  
33

34  
35 **Section 5. Inclusion in the Code**

36  
37 It is the intention of the Board of County Commissioners that the provisions of this  
38 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that  
39 the sections, subsections and other provisions of this Ordinance may be renumbered or  
40 re-lettered and the word "ordinance" may be changed to "section," "article," or such  
41 other appropriate word or phrase in order to accomplish such intentions.  
42  
43



1 **Section 6. Effective Date**

2  
3 Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become  
4 effective until 31 days after the Department of Economic Opportunity notifies Escambia  
5 County that the plan amendment package is complete. If timely challenged, this  
6 Ordinance shall not become effective until the Department of Economic Opportunity or  
7 the Administration Commission enters a final order determining the Ordinance to be in  
8 compliance.  
9

10  
11 **DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

12  
13 BOARD OF COUNTY COMMISSIONERS  
14 OF ESCAMBIA COUNTY, FLORIDA

15  
16  
17 By: \_\_\_\_\_  
18 Gene M. Valentino, Chairman

19  
20 ATTEST:

21 CLERK OF THE CIRCUIT COURT

22  
23  
24 By: \_\_\_\_\_  
25 Deputy Clerk

26  
27  
28 (SEAL)

29  
30  
31 ENACTED:

32  
33 FILED WITH THE DEPARTMENT OF STATE:

34  
35 EFFECTIVE DATE:  
36  
37  
38





LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA 2012-04     Draft 13

Date: 11/8/2012

Date requested back by: 11/13/2012

Requested by: JC Lemos

Phone Number: 595-3467



(LEGAL USE ONLY)

Legal Review by 

Date Received: Nov. 13, 2012

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

## Comprehensive Plan Amendment Staff Analysis

### General Data

**Project Name:** CPA 2012-04  
**Location:** 4810 West Nine Mile Road  
**Parcel #s:** 04-1S-31-1101-000-000  
**Acreage:** 241.9 (+/-) acres  
**Request:** From Recreation (REC) to Mixed-Use Urban (MU-U)  
**Agent:** Michael Langston, Agent for Deborah H. Calder, Vice President  
NFCU

**Meeting Dates:** Planning Board December 10, 2012  
BCC January 3, 2013

### Summary of Proposed Amendment:

The agent requests a future land use (FLU) map amendment to change the future land use category of a 241.9 (+/-) acre parcel from Recreation Future Land Use to Mixed-Use Urban Future Land Use. The zoning designation for the referenced parcel is currently Agricultural; however, the applicant is also seeking to rezone this property to ID-CP.

The subject parcel is located north of Nine Mile road, west and within short range of Interstate Highway 10; the property is adjacent to existing agricultural and commercial parcels.

The applicant has indicated that the intent of the proposed FLU change is to expand the use and future phased site improvements in support of the Navy Federal Credit Union, Pensacola Campus.

The subject property is located within the AG zoning district. Concurrent with this application, the agent is requesting to amend the zoning designation from AG to ID-CP. The requested ID-CP zoning designation, if granted, would be consistent with the proposed Future Land Use amendment to Mixed-Use Urban (MU-U).

### **Land Use Impacts:**

Under Comprehensive Plan FLU Policy 1.3.1 the current REC future land use category is intended for recreational opportunities for the Escambia County citizens including a system of public and private park facilities; it does not have any residential densities allowed and it does provide for a **Non-Residential** maximum intensity: 0.5 Floor Area Ration (FAR)

Staff Analysis: The allowable uses under proposed the Mixed-Use Urban category are intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.

If the large scale amendment is approved, the maximum densities for any future new development on the Mixed-Use Urban parcel is 25 dwelling units per acre and a non-residential maximum intensity of 2.0 floor area ratio (FAR).

#### **FLU 4.1.2 Airfield Influence Planning Districts.**

Escambia County shall provide for Airfield Influence Planning Districts (AIPDs) as a means of addressing encroachment, creating a buffer to lessen impacts from and to property owners, and protecting the health, safety and welfare of citizens living in close proximity to military airfields. The overlay districts shall require density and land use limitations, avigation easements, building sound attenuation, real estate disclosures, and Navy (including other military branches where appropriate) review of proposed development based on proximity to Clear Zones, Accident Potential Zones (APZs), aircraft noise contours, and other characteristics of the respective airfields. The districts and the recommended conditions for each are as follows:

*A. Airfield Influence Planning District--1 (AIPD-1):* Includes the current Clear Zones, Accident Potential Zones and noise contours of 65 Ldn and higher, (where appropriate) as well as other areas near and in some cases abutting the airfield.

1. Density restrictions and land use regulations to maintain compatibility with airfield operations; and
2. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and
3. Required dedication of avigation easements to the county for subdivision approval and building permit issuance; and
4. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and
5. Required disclosure for real estate transfers.

*B. Airfield Influence Planning District--2 (AIPD-2):* Includes land that is outside of the AIPD -1 but close enough to the airfield that it may affect, or be affected by, airfield operations.

1. Mandatory referral of all development applications to local Navy officials for review and comment within ten working days; and
2. Required dedication of avigation easements to the county for subdivision approval and building permit issuance; and
3. Required sound attenuation of buildings with the level of sound protection based on noise exposure; and
4. Required disclosure for real estate transfers; and
5. No County support of property rezonings that result in increased residential densities in excess of JLUS recommendations. The three installations in Escambia County - Naval Air Station Pensacola (NASP), Navy Outlying Field (NOLF) Saufley and NOLF Site 8, are each utilized differently. Therefore, the size and designations of the AIPD

Overlays vary according to the mission of that particular installation. The Escambia County Land Development Code details and implements the recommendations.

**FLU 4.1.7 Military Representation.** Pursuant to Section 163.3175, Florida Statutes, a representative of the military installations located within Escambia County shall be placed on the Planning Board as an ex officio, nonvoting member. The selection of the representative will initially be by a Memorandum of Agreement between the Commanding Officers of Naval Air Station Pensacola and Naval Air Station Whiting Field. The Interlocal Agreement with the Navy details the procedures and responsibilities of both parties.

Staff Analysis: Portions of the parcel are located within the designated Airfield Influence Planning Districts (AIPD) 1 and 2 boundaries. Some portions of the parcel are also within the Air Installations Compatible Use Zones (AICUZ) for the Navy Outlying Field (NOLF) 8; however, the proposed improvements could be constructed to minimize the impact on the AIPDs and the AICUZ. Further review during the site plan review process and in-depth analysis by the United States Navy liaison and county staff, will determine the compatibility of such project with the existing local Navy mission. A representative from the United States Navy does review and comment on all proposals within the noted zones that may impact air operations.

SUMMARY: The impact on nearby residential uses would be minimal as similar structures and uses are located adjacent to the proposed site while at the same time providing for infill development. A representative from the United States Navy does review and comment on all proposals within the Airfield Influence Planning Districts that may impact air operations. Any proposed improvements within the parcel will be further evaluated during the site plan review process for overall concurrency.

### **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. A multi-use Development of Regional Impact (DRI) may satisfy the transportation concurrency requirements of the concurrency management system and of Section 380.06, Florida Statutes, by payment of a proportionate share contribution in accordance with the terms of Section 163.3180(12), Florida Statutes.*

**Potable Water**

As indicated by the agent's analysis the Emerald Coast Utility Authority, potable water service exists in the area of the amendment. ECUA currently provides potable water service to the adjacent parcel via an 8" PVC water main with connection to a 16" water main on Nine Mile Road. The applicant stated in the narrative that current consultation with ECUA is in progress, in order to coordinate future site and system improvements and potential update requirements.

Staff Analysis: Emerald Coast Utilities Authority (ECUA) standard 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. Once the project is submitted and in coordination with ECUA, all of the LOS will be evaluated during the site plan review process.



### **Sanitary Sewer**

The applicant stated in their analysis that ECUA currently provides sanitary sewer service to the site. The current system is owned and maintained by ECUA includes an 8" PVC gravity main, a pump station and a 4" force main. The proposed project will connect to the existing system. The agent is currently coordinating with ECUA on system requirements and potential upgrades.

**Staff Analysis:** The adopted level of service standards for sanitary sewer established in Comprehensive Plan Policy INF 1.1.9 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. The applicant must coordinate with the local provider to ensure capacity is available for the project. Once the project is submitted, all of the LOS will have to be achieved and the project will be further evaluated during the site plan review process.

### **Solid Waste Disposal**

The agent stated that the proposed project will use dumpsters through the construction phase to dispose of waste. The solid waste will be disposed at the Perdido Landfill through commercial vendors. NFCU will provide recycle bins for operations after construction in an effort to meet LEED requirements and minimize the quantity of solid waste generated.

**Staff Analysis:** 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. Once the project is submitted, all of the LOS will be evaluated during the site plan review process.

### **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.*

Analysis from the applicant states that stormwater runoff from the site primarily sheet flows to lower elevation wetland areas. The developed portions of the site have limited storm water conveyance systems with one 24" pipe that discharges the existing 4 H Camp Lake. The future site improvements include stormwater collections systems with pipes and inlets that discharge to wet detention ponds. The ponds will be designed as an amenity to the site with some capacity for irrigation demand. The stormwater management systems will be designed to accommodate all storms up to and including the 25-year, 24-hour event with post development discharges limited to the pre-development rates. The project design will be in accordance with the Escambia County Land Development Code (LDC) and requirements the State of Florida as specified in rule 62-346, F AC. Stormwater management will be permitted through the Environmental Resource Permit (ERP) process concurrently with the limited wetland impacts. A Conceptual Stormwater Master Plan will be submitted for approval with construction plans for the first phase of development.

Staff Analysis: The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained. The presence of sensitive lands on site may require a more in-depth assessment by the agencies involved. The County storm water engineer will evaluate the proposed project to ensure all of the storm water management standards are met. Once the project is formally submitted, all of the LOS will be evaluated during the site plan 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.*

Access to the site is currently from Nine Mile Road. The future site improvements will impact roadways in the area. Future connections to Nine Mile Road will require deceleration and turn lanes in accordance with Florida Department of Transportation (FDOT) requirements. Signalization of the primary connection to Nine Mile Road is expected when demand warrants the signalization. The applicant understands that Escambia County will require improvements to the roadway and further traffic analysis will be revisited at that time. Other improvements may be required to improve the Level of Service on Nine Mile Road and other roadways that may be impacted by the development. All roadway improvements will be permitted through FDOT and Escambia County.

Staff Analysis: Traffic Division review of the proposed project states that Future Land Use changes do not receive traffic concurrency approval; each site plan or preliminary plat submitted within this parcel will be reviewed for traffic concurrency according to the Land Development Code, Article 5. A Master Plan with a schedule of improvements and any mitigation required should be considered by the applicant. A Traffic Impact Analysis Report (TIAR) will need to be conducted to determine if any roadway segments will exceed the adopted level of service (LOS) standard. Access management will be reviewed by Escambia County and the Florida Department of Transportation (FDOT) to separate conflict points and reduce turning movements as much as possible. The development will provide adequate traffic circulation, parking and access management measures that are necessary to minimize access to impacted State and County road segments.

Mass transit shall be coordinated with Escambia County Area Transit (ECAT) during development of the property to reduce vehicle miles traveled thereby reducing greenhouse gas emissions and peak hour demand on state and county roadways.

Future developments will pay all costs and construct all roads within the development as well as existing and proposed access roads (internal and external) to Escambia County or FDOT standards so that the roads, upon construction, may be accepted into county or state road system. Escambia County will consider public-private partnerships (P-3s) as a valid mechanism to obtain transportation funding.

## **Recreation and Open Space**

### **Escambia County Comprehensive Plan, Section 3.04, Definitions.**

**Open space:** Land or portions of land preserved and protected, whether public or privately owned and perpetually maintained and retained for active or passive recreation, for resource protection, or to meet lot coverage requirements. The term includes, but is not limited to, required yards, developed recreation areas and improved recreation facilities, natural and landscaped areas, and common areas.

***REC1.3.2 Open Space Requirements.*** *Escambia County shall require the provision of open space by private development when such development is a planned unit*

*development, a multi-family development, a mixed use commercial area or other similar types of development where relatively large land areas are involved. The requirements shall be contained within the LDC. All development projects of five acres or more shall be required to provide open space within the development or contribute to a fund therefore. Nothing in this policy shall be interpreted to eliminate the provision of open space for all projects as required by County regulations.*

The site is currently used by the 4H camp with agricultural and recreational facilities. The future improvements include managed development of upland areas and limited impacts to wetlands at roadway crossings. Upland buffers will be provided adjacent to wetland areas. The majority of the site will remain undisturbed as open space. These open space areas will include recreational amenities such as nature trails and parks.

Staff Analysis: Once the project is submitted, all of the LOS will be evaluated during the site plan review process. The proposed future development will have to meet the existing adopted open space and recreation requirements of the LDC.

## **Schools**

### **OBJ PSF 2.1 Level of Service Standards**

The narrative from the applicant states that the requested future land use amendment would limit the property to commercial development and prohibit residential growth on the site. Therefore, the proposed amendment will not adversely impact school related levels of service.

Staff Analysis: It appears that the nature of the proposal would not have an impact on the LOS provided by the Escambia County School District, as there will be no residential allowances for the site. A representative from the Escambia County School District does review and comment on all proposals that could have an impact in the projected school capacities and LOS.

SUMMARY: Staff concludes that the proposed development could satisfy all of the requirements listed within the infrastructure analysis.

## **ANALYSIS OF SUITABILITY**

**Suitability:** *The degree to which the existing characteristics and limitations of land and water are compatible with a proposed use or development.*

### **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 site is approximately 7,500 feet west from the nearest wellhead as illustrated in Map Direct provided by Florida Department of Environmental Protection. The wellhead is owned by ECU A and is located near the intersection of Nine Mile Road and Gullede Lane. The Source Water Assessment and Protection Program indicate a 1,000 foot radius buffer surrounding the well. The site is located beyond the 1000 foot radius and the future development poses no impact to the well. A map indicating the location of the well with the surrounding buffer is attached with this request.

Staff Analysis: Further evaluation by the Environmental Division will be required to ensure standards for wellhead protection areas will be maintained. Once the project is submitted, all of the LOS will be evaluated during 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.*

Staff Analysis: Evaluation submitted by the applicant of the proposed site and produced by John C. Phillips, M.A. Archaeologist, Research Associate/Instructor, Archaeology Institute, University of West Florida, concluded that there are no recorded archaeological sites or historic structures within or adjacent to the parcel. The report stated that in 2001, UWF conducted an archaeological survey of an adjacent parcel to the south in which extensive logging disturbances had significantly impacted the land form. The 2001 survey area is environmentally similar to the Navy Federal 4-H Camp parcel. The experts concluded that 2001 archaeological survey identified no archaeological sites.

### **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.*

Wetland areas throughout the property have been located and identified and can be found on the Boundary Survey.

Staff Analysis: The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained. The presence of sensitive lands on site may require a more in-depth evaluation by the agencies involved. The County will evaluate the proposed project to ensure all of the standards for wetlands protection indicated in the LDC, are met. Once the project is formally submitted, it will be evaluated during the site plan review process

SUMMARY: The proposed project shall avoid any potential impacts to environmentally sensitive areas and should preserve the natural function of wetlands and natural resources on the subject parcel. Staff concludes that the proposed development could satisfy all of the requirements listed within the suitability analysis.

### **Urban Sprawl:**

*A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.*

*1. Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.*

The proposed amendment is part of a strategy directing this type of intense development to the central part of the county, away from sensitive coastal areas to the South, and USDA prime soils and farmlands to the North; furthermore the proposed amendment would allow for the consolidation of the subject property with the Mixed-Urban designation of the parcel to the East. The proposed Mixed-Urban expansion will direct economic growth and the associated land development to an area that will complement the existing corporate headquarter facilities in the vicinity of the property, thereby minimizing the adverse impacts to natural resources and the existing ecosystems.

*2. Promotes the efficient and cost-effective provision or extension of public infrastructure and services.*

The proposed amendment is in close proximity to the extensive infrastructure that is accessed by other similar industrial uses within the area. The expansion of the existing development promotes the principle of compact development and is aimed at reducing the capital and operating costs of providing public infrastructure and services such as roads, utility lines and garbage collection. This co-location also increases the efficiency of activities that involve *distribution* (products delivered to a destination) or *interaction* (people and materials brought together). As a result of the proximity to similar existing uses, the proposed amendment would reduce transportation costs, including the per

capita costs to consumers to own and operate vehicles, road and parking facility costs, traffic accidents and pollution emissions.

3. Promotes conservation of water and energy.

The proposed amendment will ensure that the expansion of existing development is conducted in an efficient manner. Specifically, the proximity of the subject property to existing development will provide for an efficient integration of infrastructure and services that will conserve both water and energy. As stated in the application, the proposed amendment will aim at the construction of a LEEDs rated facility, similar to the already existing Navy Federal building, while at the same time providing open space areas to include recreational amenities such as nature trails and parks.

4. *Creates a balance of land uses based upon demands of residential population for the nonresidential needs of an area.*

In the same manner as the nearby Sector Plan, this amendment would support economic development. The expansion will direct economic growth to an area that will complement the existing corporate headquarters facilities in the vicinity, thus promoting a comprehensive mix of uses that will lead to a symbiotic relationship between the existing facilities and future non-residential development. This increase of non-residential uses will lead to additional job growth in the area, as the existing corporate infrastructure is utilized to leverage growth of both new and existing business.

Staff Analysis: It appears that the proposed amendment has met four of the eight criteria to discourage the proliferation of urban sprawl.

### **Comprehensive Plan Consistency and Relevant Policies:**

#### **Urban Sprawl:**

*A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner and failing to provide a clear separation between urban and rural uses.*

#### **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.”*

#### **Mixed Use Urban Future Land Use Category:**

*FLU 1.3.1 states that the Mixed Use Urban FLU “provides for and allows intensive mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses.”*

Staff Analysis: As previously elaborated, the site has been evaluated for potable water, sanitary sewer, solid waste disposal, stormwater management, and traffic concurrency.

The adopted levels of service would appear to be maintained with the proposed industrial development of the parcels. New industrial uses in the MU-U category may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories. If the amendment is approved, the parcel must go through the quasi-judicial rezoning process. The completed application packet will then be reviewed and evaluated for concurrency as part of the site development review process.





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

**AI-3552**

**Growth Management Report 10. 4.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 01/03/2013

**Issue:** 5:47 p.m. - A Public Hearing - CPA-2012-07 Text Amendment

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

**Organization:** Development Services

---

**RECOMMENDATION:**

5:47 p.m. - A Public Hearing Concerning Transmittal of Comprehensive Plan Amendment (CPA) Text Amendment CPA 2012-07 to the Department of Economic Opportunity (DEO)

That the Board of County Commissioners (BCC) approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Escambia County Comprehensive Plan 2030 consistent with Chapter 2011-139, Laws of Florida; removing the requirement to submit an annual update of the Capital Improvements Element (CIE) to the State Planning Agency.

At its December 10, 2012, Meeting, the Planning Board recommended approving transmittal of the Ordinance to the DEO.

**BACKGROUND:**

Chapter 2011-139, Laws of Florida, which was enacted on June 2, 2011, significantly revised the laws governing local government comprehensive planning and removed the requirement to submit a Capital Improvements Element Annual update to the State Land Planning Agency.

**BUDGETARY IMPACT:**

No budgetary impact is anticipated by the adoption of this Ordinance.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The attached Ordinance has been reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

**PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

**IMPLEMENTATION/COORDINATION:**

Implementation of this Ordinance will consist of an amendment to the Escambia County Comprehensive Plan and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

---

**Attachments**

Ordinance DRAFT

Legal Review Sheet

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1  
2 Pursuant to Section 163.3184(3)(c)4, Florida Statutes, this ordinance shall not become  
3 effective until 31 days after the Department of Economic Opportunity notifies Escambia County  
4 that the plan amendment package is complete. If timely challenged, this ordinance shall not  
5 become effective until the Department of Economic Opportunity or the Administration  
6 Commission enters a final order determining the ordinance to be in compliance.  
7

8 DONE AND ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2013.  
9

10 BOARD OF COUNTY COMMISSIONERS  
11 ESCAMBIA COUNTY, FLORIDA  
12  
13

14  
15 By: \_\_\_\_\_  
16 Gene M. Valentino, Chairman

17 ATTEST: Ernie Lee Magaha  
18 Clerk of the Circuit Court  
19

20 By: \_\_\_\_\_ Date Executed: \_\_\_\_\_  
21 Deputy Clerk  
22

23  
24 (SEAL)

25 ENACTED:

26  
27 FILED WITH THE DEPARTMENT OF STATE:

28  
29 EFFECTIVE DATE:  
30  
31

32  
33  
34 ATTACHMENTS: Relevant portions of the Escambia County Comprehensive Plan: 2030  
35

1 OBJ CIE 1.4 Annual Review

2 Review the Capital Improvements Element each year, amend as necessary, ~~and submit to the~~  
3 ~~state land planning agency for compliance review.~~

4  
5 CIE 1.4.5 **Capital Improvements Adoption.** Adoption of the Capital Improvements  
6 Element may occur at a single public hearing, ~~outside of the two regular Comprehensive Plan~~  
7 ~~Amendment cycles established by the County. The Capital Improvements Element adoption~~  
8 ~~ordinance shall be submitted to the state land planning agency no later than December 1 of each~~  
9 ~~year.~~

10  
11  
12 CIE 1.4.6 **Capital Improvements Amendment.** ~~Amendments to the Capital Improvements~~  
13 ~~Element that support the amendment of another Element shall be submitted to the state land~~  
14 ~~planning agency during a regular Comprehensive Plan Amendment cycle. If the Escambia~~  
15 ~~County annual budget is adjusted outside of the regular cycle, the Capital Improvements Element~~  
16 ~~may be amended and adopted again, provided that the adoption ordinance is submitted to the~~  
17 ~~state land planning agency no later than December 1.~~

18  
19 CIE 1.4.7 **De minimis Roadway Impact Monitoring.** Escambia County shall implement a  
20 methodology to monitor and track approved de minimis impacts on the roadway network within its  
21 jurisdiction. All de minimis impacts (an impact that would not affect more than one percent of the  
22 maximum volume at the adopted LOS of the affected transportation facility) shall be compiled into  
23 an annual report, ~~and submitted to the state land planning agency with the annual Capital~~  
24 ~~Improvements Element update.~~

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: COMPLAN Text Amendment (CPA-2012-07)

Date: 11/7/2012

Date requested back by: 11/13/2012

Requested by: JC Lemos

Phone Number: 595-3467



(LEGAL USE ONLY)

Legal Review by 

Date Received: Nov. 8, 2012

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

COUNTY ATTORNEYS OFFICE

08 NOV2012

PM03:23

Additional comments:

*See my email of Nov. 9<sup>th</sup>*



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

**AI-3683**

**Growth Management Report 10.5.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 01/03/2013

**Issue:** 5:49 p.m. - A Public Hearing - Comprehensive Plan Large Scale Amendment  
CPA-2012-02

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

**Organization:** Development Services

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**RECOMMENDATION:**

5:49 p.m. - A Public Hearing Concerning the Review of Comprehensive Plan Amendment (CPA) 2012-02.

That the Board of County Commissioners (BCC) review and adopt a Comprehensive Plan Amendment (CPA) 2012-02, 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.

At the August 13, 2012, Planning Board Meeting, the Board recommended transmittal to the Department of Economic Opportunity (DEO). The Board of County Commissioners approved transmittal at the August 23, 2012, Meeting. On September 28, 2012, the County received a letter from DEO identifying no comments related to important state resources and facilities within the Agency's authorized scope of review.

**BACKGROUND:**

Applicant requests a Future Land Use (FLU) Map amendment to change the Future Land Use category of a 50.24 (+/-) acre portion of a 57 (+/-) acre parcel from REC, Recreational, to AG, Agricultural. The property was originally owned by Escambia County and sold to the applicant.

The zoning designation for the parcel is currently P, Public, and is concurrently going through the quasi-judicial rezoning process requesting VAG-1, Villages Agriculture, Gross Density (five dwelling units per 100 acres on one-acre parcels) Zoning.

**BUDGETARY IMPACT:**

No budgetary impact is anticipated by the adoption of this Ordinance.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The attached Ordinance has been reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

**PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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:**

Implementation of this Ordinance will consist of an amendment to the Comprehensive Plan, and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

---

**Attachments**

Draft Ordinance

Ordinance Clean Copy

Backup Documentation

---



ORDINANCE NO. 2013-\_\_\_

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 5N, RANGE 32W, PARCEL NUMBER 2301-000-000, TOTALING 50.24 (+/-) ACRES, LOCATED OFF THE NORTH PORTION OF HANKS ROAD AND SOUTH OF ASHCRAFT ROAD, FROM RECREATIONAL (REC) TO AGRICULTURAL (AG); 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**

2  
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.  
6

7  
8 **Section 2. Title of Comprehensive Plan Amendment**

9  
10 This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment  
11 2012-02."  
12

13  
14 **Section 3. Changes to the 2030 Future Land Use Map**

15  
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:  
21

22 Parcel identification number 14-5N-32-2301-000-000, totaling 50.24 (+/-)  
23 acres, as more particularly described by Victor G. Schumer, Schumer's  
24 Professional Surveying, Inc., in the boundary survey dated May 5, 2008,  
25 attached as Exhibit A, from Recreational (REC) to Agricultural (AG).  
26

27  
28 **Section 4. Severability**

29  
30 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or  
31 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect  
32 the validity of the remaining portions of this Ordinance.  
33

34  
35 **Section 5. Inclusion in the Code**

36  
37 It is the intention of the Board of County Commissioners that the provisions of this  
38 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that  
39 the sections, subsections and other provisions of this Ordinance may be renumbered or  
40 relettered and the word "ordinance" may be changed to "section," "article," or such other  
41 appropriate word or phrase in order to accomplish such intentions.  
42  
43

1 **Section 6. Effective Date**

2  
3 Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become  
4 effective until 31 days after the Department of Economic Opportunity notifies Escambia  
5 County that the plan amendment package is complete. If timely challenged, this  
6 Ordinance shall not become effective until the Department of Economic Opportunity or  
7 the Administration Commission enters a final order determining the Ordinance to be in  
8 compliance.  
9

10  
11 **DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

12  
13 BOARD OF COUNTY COMMISSIONERS  
14 OF ESCAMBIA COUNTY, FLORIDA

15  
16  
17 By: \_\_\_\_\_  
18 Gene M. Valentino, Chairman

19  
20 ATTEST: ERNIE LEE MAGAHA  
21 CLERK OF THE CIRCUIT COURT

22  
23  
24 By: \_\_\_\_\_  
25 Deputy Clerk

26  
27  
28 (SEAL)

29  
30  
31 ENACTED:

32  
33 FILED WITH THE DEPARTMENT OF STATE:

34  
35 EFFECTIVE DATE:  
36  
37  
38

ORDINANCE NO. 2013-\_\_\_\_

**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 5N, RANGE 32W, PARCEL NUMBER 2301-000-000, TOTALING 50.24 (+/-) ACRES, LOCATED OFF THE NORTH PORTION OF HANKS ROAD AND SOUTH OF ASHCRAFT ROAD, FROM RECREATIONAL (REC) TO AGRICULTURAL (AG); 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 – "Large Scale Amendment 2012-02."

## **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:

Parcel identification number 14-5N-32-2301-000-000, totaling 50.24 (+/-) acres, as more particularly described by Victor G. Schumer, Schumer's Professional Surveying, Inc., in the boundary survey dated May 5, 2008, attached as Exhibit A, from Recreational (REC) to Agricultural (AG).

## **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 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, 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 \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Gene M. Valentino, Chairman

ATTEST: ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

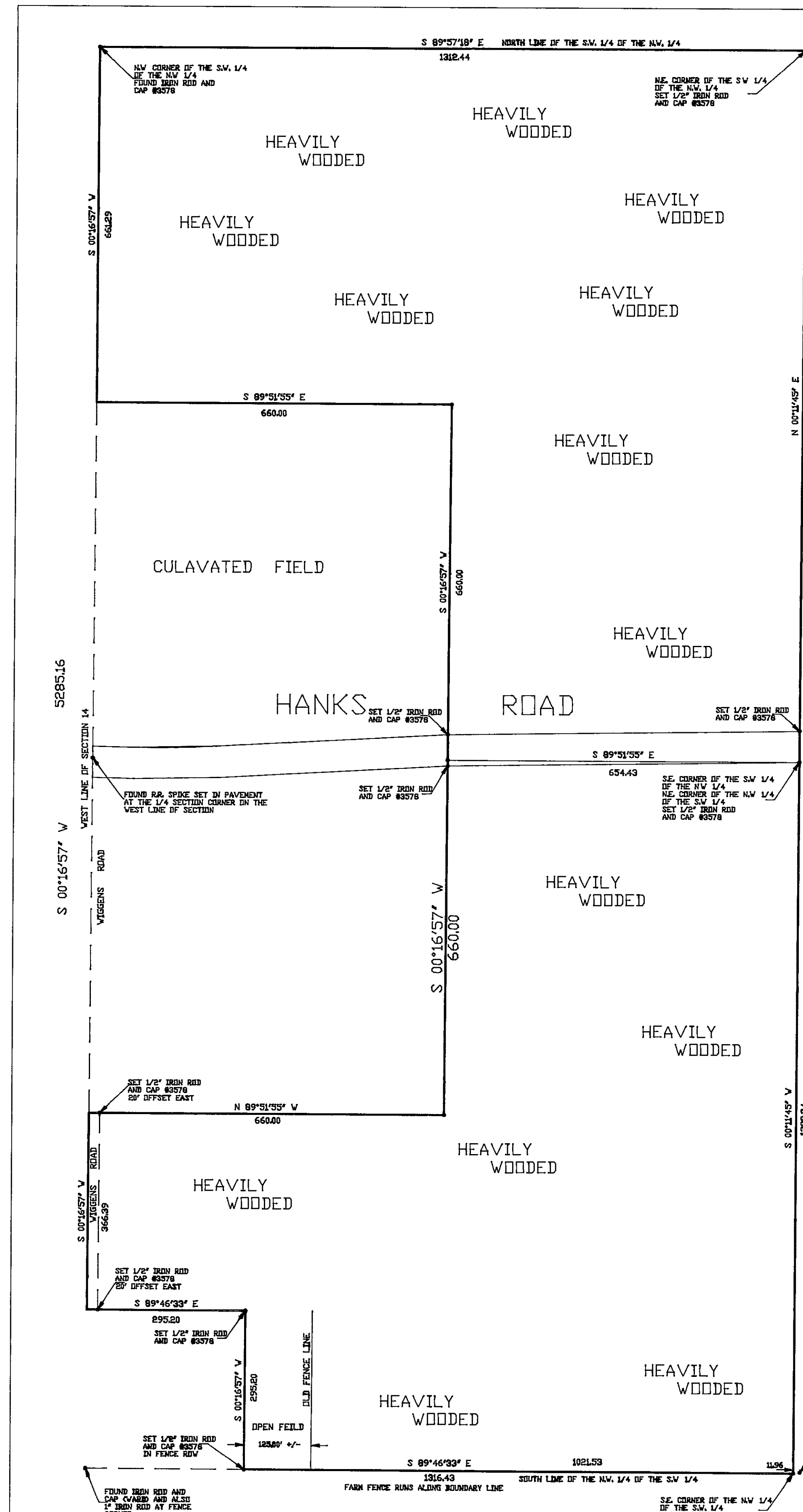
By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

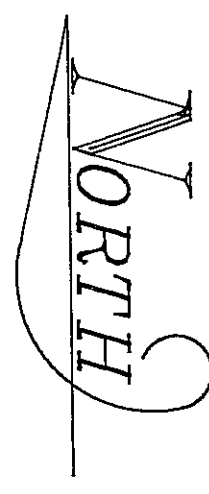
ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



NORTH ASSUMED - BEARINGS SHOWN ARE BASED ON THE WEST LINE OF SECTION BEING S 00°16'57" W.



**LEGAL DESCRIPTION**

THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 14, T-5-N, R-32-W, ESCAMBIA COUNTY, FLORIDA, LESS AND EXCEPT 660.00' SQUARE IN THE SW CORNER. AND ALSO THE N.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION, LESS AND EXCEPT 660.00' SQUARE IN THE N.W. CORNER, AND LESS 295.20' SQUARE IN THE S.W. CORNER LESS AND EXCEPT ROAD RIGHT-OF-WAY FOR "HANKS ROAD".

NOTE: THIS SURVEY WAS PREPARED FOR THE CLIENT AND PURPOSE AS SHOWN USAGE FOR ANY OTHER PURPOSES REPRODUCTIONS - IN WHOLE OR IN PART - SHALL NOT BE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE SURVEYOR. THIS SURVEY DOES NOT REFLECT OF DETERMINE OWNERSHIP.

**V.G. SCHUMER R.L.S.**  
 89 OLIVE ROAD  
 PENSACOLA, FLORIDA 32514  
 PHONE (850) 478-0088  
 FAX (850) 478-0088

WHEN YOU WANT EXPERIENCE & HONESTY SPECIALIZING IN RURAL SURVEYING & SUBDIVISION LAYOUT

**SCHUMER'S PROFESSIONAL SURVEYING INC.** L.B. # 6471

SEC. 14 T-5-N R-32-W RECORDED IN BOOK # P

REF. SOURCE: SECTIONAL SURVEY

LEGAL DESCRIPTION AS FURNISHED BY CLIENT - FENCES AND ENCROACHMENTS ARE SHOWN OR NOTED - NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAYS AND OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN. NO INSTRUMENTS OR INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN - NO ATTEMPT HAS BEEN MADE BY THIS SURVEYOR OR FIRM TO CONDUCT A TITLE RECORDS SEARCH FOR THIS SITE OR THE ADJOINING PROPERTY. - ALL MEASUREMENTS AND/OR CALCULATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES COAST AND GEODETIC DATUM - DISTANCES ARE IN FEET, TENTHS OF A FOOT, AND HUNDRETHS. THIS SURVEY IS NOT VALID UNLESS STAMPED WITH AN EXHIBIT SEAL.

TYPE SURVEY: **BOUNDARY SURVEY**

FOR: **KALE SCHEDER**

SCALE 1"= 150' DATE 5-5-2008 FILED DATE 5-2-2008  
 JDB # 08F-022 F.B.F-94 P 69-71 REV  
 DWN VIC REV.

I HEREBY CERTIFY THAT THE SURVEY HEREIN TO BE TRUE AND CORRECT AND MEETING CHAPTER 61, GOV. STAT. AND FLORIDA STATUTES 472 AS SET BY THE BOARD OF LAND SURVEYORS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*V.G. Schumer*  
**VICTOR G. SCHUMER**  
 REGISTERED SURVEYOR #3278 STATE OF FLORIDA

# CPA 2012-02



Rick Scott  
GOVERNOR



Hunting F. Deutsch  
EXECUTIVE DIRECTOR

FLORIDA DEPARTMENT of  
ECONOMIC OPPORTUNITY

MEMORANDUM

CPA 2012-02 Hanks  
Rd

To: Jim Quinn, DEP  
Susan Harp, DOS  
Tracy Suber, DOE  
Terry Joseph, West Florida RPC  
Virgie Bowen, FDOT3  
Paul Thorpe, Northwest Florida WMD  
Wendy Evans, AG  
Mary Ann Poole, FWC

DATE: August 29, 2012

SUBJECT: EXPEDITED STATE REVIEW PROCESS

COMMENTS FOR PROPOSED COMPREHENSIVE PLAN AMENDMENT

LOCAL GOVERNMENT/ STATE LAND PLANNING AGENCY AMENDMENT #:

**Escambia County 12-4ESR**

STATE LAND PLANNING AGENCY CONTACT PERSON/PHONE NUMBER:

Ana Richmond/**850-717-8509**

The referenced proposed comprehensive plan amendment is being reviewed pursuant to the Expedited State Review Process according to the provisions of Section 163.3184(3), Florida Statutes. Please review the proposed documents for consistency with applicable provisions of Chapter 163, Florida Statutes.

Please note that your comments must be sent directly to and received by the above referenced local government within 30 days of receipt of the proposed amendment package. A copy of any comments shall be sent directly to the local government and ALSO to the State Land Planning Agency to the attention of Ray Eubanks, Administrator, Plan Review and Processing at the Department E-mail address: [DCPexternalagencycomments@deo.myflorida.com](mailto:DCPexternalagencycomments@deo.myflorida.com)

Please use the above referenced State Land Planning Agency AMENDMENT NUMBER on all correspondence related to this amendment.

Note: Review Agencies - The local government has indicated that they have mailed the proposed amendment *directly to your agency*. See attached transmittal letter *Be sure to contact the local government if you have not received the amendment*. Also, letter to the local government from State Land Planning Agency acknowledging receipt of amendment is attached.

Florida Department of Economic Opportunity | The Caldwell Building | 107 E. Madison Street | Tallahassee, FL | 32399-4120  
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax | [www.FloridaJobs.org](http://www.FloridaJobs.org) | [www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

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Board of County Commissioners • Escambia County, Florida

T. Lloyd Kerr, AICP, Director  
Development Services

Received

AUG 29 2012

Department of Economic Opportunity  
Division of Community Development  
Bureau of Community Planning

Augusts 24, 2012

Mr. Ray Eubanks, Plan Processing Administrator  
Florida Department of Community Affairs  
Division of Community Planning  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100

**RE: Escambia County Comprehensive Plan Map Amendment - CPA 2012-02 Hanks Rd**

Dear Mr. Eubanks:

On behalf of Escambia County, enclosed are three (3) copies of the proposed Escambia County Comprehensive Plan Map Amendment which are forwarded for your review. This amendment is subject to the Expedited Review process pursuant to Section 163.3184(2), (3) and (5), Florida Statutes (F.S.)

The Local Planning Agency (LPA) considered the CPA on August 13, 2012 and approved this amendment for transmittal to the Board of County Commissioners (BCC), which subsequently held a transmittal public hearing for the amendment on August 23, 2012, and approved submission of this package to the Department of Economic Opportunity.

Pursuant to the new Comprehensive Plan Amendment Processing Guidelines, a copy of the proposed amendment package is being forwarded to the Department of Environmental Protection, the Florida Department of Transportation, (District Three), the Department of State, the West Florida Regional Planning Council, the Northwest Florida Water Management District, the Military Commanding Officers of Naval Air Station Pensacola and Naval Air Station Whiting Field, the Florida Fish and Wildlife Conservation Commission, and the Florida Department of Agriculture and Consumer Services, concurrent with this submittal. The Notice of Intent should be published on the DEO website. This amendment is not applicable to the area of critical state concern and has not been prepared under a joint planning agreement.

Escambia County Comprehensive Plan Map Amendment CPA 2012-02

The County is requesting compliance review of the amendment package. Mr. Horace Jones, Division Manager, Development Services Department, will serve as the contact person for this amendment package, and can be reached at (850) 595-3475 (P), (850) 554-8210 (C) or [hljones@co.escambia.fl.us](mailto:hljones@co.escambia.fl.us), should you have any questions, or require additional information.

Sincerely,



T. Lloyd Kerr, AICP  
Department Director

TLK/mac

Enclosures

cc: Department of State  
Northwest Florida Water Management District  
Florida Department of Environmental Protection  
Florida Department of Transportation, District Three  
Florida Fish and Wildlife Conservation Commission  
Capt. Pete Hall, NAS Whiting Field, Commanding Officer  
Capt. Christopher W. Plummer, NAS Pensacola, Commanding Officer  
Florida Department of Agriculture and Consumer Services  
West Florida Regional Planning Council

Rick Scott  
GOVERNOR



Hunting F. Deutsch  
EXECUTIVE DIRECTOR

FLORIDA DEPARTMENT *of*  
ECONOMIC OPPORTUNITY

August 29, 2012

Mr. T. Lloyd Kerr, Director  
Escambia County Development Services Dept.  
3363 West Park Place  
Pensacola, Florida 32505

Dear Mr. Kerr:

Thank you for submitting Escambia County's proposed comprehensive plan amendments submitted for our review pursuant to the Expedited State Review process. The reference number for this amendment package is **Escambia County 12-4ESR**.

The proposed submission package will be reviewed pursuant to Section 163.3184(3), Florida Statutes. Once the review is underway, you may be asked to provide additional supporting documentation by the review team to ensure a thorough review. You will receive the State Land Planning Agency's Comment Letter no later than **September 28, 2012**.

If you have any questions please contact Ana Richmond, Regional Planning Administrator, whom will be overseeing the review of the amendments, at (850) 717-8509.

Sincerely,

D. Ray Eubanks, Administrator  
Plan Review and Processing

DRE/af

Florida Department of Economic Opportunity | The Caldwell Building | 107 E. Madison Street | Tallahassee, FL | 32399-4120  
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax | [www.FloridaJobs.org](http://www.FloridaJobs.org) | [www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

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T. Lloyd Kerr, AICP, Director  
Development Services

Augusts 24, 2012

Mr. Ray Eubanks, Plan Processing Administrator  
Florida Department of Community Affairs  
Division of Community Planning  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100

**RE: Escambia County Comprehensive Plan Map Amendment - CPA 2012-02 Hanks Rd**

Dear Mr. Eubanks:

On behalf of Escambia County, enclosed are three (3) copies of the proposed Escambia County Comprehensive Plan Map Amendment which are forwarded for your review. This amendment is subject to the Expedited Review process pursuant to Section 163.3184(2), (3) and (5), Florida Statutes (F.S.)

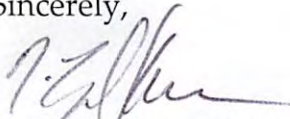
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Pursuant to the new Comprehensive Plan Amendment Processing Guidelines, a copy of the proposed amendment package is being forwarded to the Department of Environmental Protection, the Florida Department of Transportation, (District Three), the Department of State, the West Florida Regional Planning Council, the Northwest Florida Water Management District, the Military Commanding Officers of Naval Air Station Pensacola and Naval Air Station Whiting Field, the Florida Fish and Wildlife Conservation Commission, and the Florida Department of Agriculture and Consumer Services, concurrent with this submittal. The Notice of Intent should be published on the DEO website. This amendment is not applicable to the area of critical state concern and has not been prepared under a joint planning agreement.

Escambia County Comprehensive Plan Map Amendment CPA 2012-02

The County is requesting compliance review of the amendment package. Mr. Horace Jones, Division Manager, Development Services Department, will serve as the contact person for this amendment package, and can be reached at (850) 595-3475 (P), (850) 554-8210 (C) or [hljones@co.escambia.fl.us](mailto:hljones@co.escambia.fl.us), should you have any questions, or require additional information.

Sincerely,



T. Lloyd Kerr, AICP  
Department Director

TLK/mac

Enclosures

cc: Department of State  
Northwest Florida Water Management District  
Florida Department of Environmental Protection  
Florida Department of Transportation, District Three  
Florida Fish and Wildlife Conservation Commission  
Capt. Pete Hall, NAS Whiting Field, Commanding Officer  
Capt. Christopher W. Plummer, NAS Pensacola, Commanding Officer  
Florida Department of Agriculture and Consumer Services  
West Florida Regional Planning Council



# Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Herschel T. Vinyard Jr.  
Secretary

September 7, 2012

CPA 2012-02 Hanks Rd

Mr. Horace Jones, Division Manager  
Escambia County Development Services Department  
3363 West Park Place  
Pensacola, FL 32505  
(850) 595-3475  
HLJones@co.escambia.fl.us

**Re: Escambia County 12-4ESR (Proposed); Expedited Comprehensive Plan Amendment Review**

Dear Mr. Jones:

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (DEP) has reviewed the above-referenced amendment proposal under the procedures of Chapter 163, *Florida Statutes (F.S.)*. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; water and wastewater treatment; and, where applicable, the Everglades ecosystem.

Based on our review of the proposed amendment, the Department has found no provision that requires comment under the laws that form the basis of the Department's jurisdiction.

Thank you for the opportunity to comment on the proposed amendment package. Should you have any questions or require further assistance, please call me at (850) 245-2187.

Sincerely,

Jillaine M. Owens, ES III  
Office of Intergovernmental Programs

/jmo



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
COMMISSIONER ADAM H. PUTNAM

---

August 30, 2012

VIA EMAIL (hljones@co.escambia.fl.us)

Escambia County Development Services Dept.  
Attn: Horace Jones  
3363 West Park Place  
Pensacola, Florida 32505

Re: DACS Docket # --20120829-145-Escambia  
Escambia County # -- CPA 2012-02  
Submission dated August 24, 2012

Dear Mr. Jones:

The Florida Department of Agriculture and Consumer Services (the "Department") received the above-referenced proposed comprehensive plan amendment on August 29, 2012 and has reviewed it pursuant to the provisions of Chapter 163, Florida Statutes to address any potential adverse impacts to important state resources or facilities related to agricultural, aquacultural, or forestry resources in Florida if the proposed amendment(s) are adopted. Based on our review of your county's submission, the Department has no comment on the proposal.

If we may be of further assistance, please do not hesitate to contact me at 850-410-2291.

Sincerely,

A handwritten signature in black ink, appearing to read "Clay Martin".

Clay Martin  
Senior Policy Analyst  
Office of Policy and Budget

cc: Florida Department of Economic Opportunity  
(SLPA #: Escambia County 12-4 ESR)



Rick Scott  
GOVERNOR



FLORIDA DEPARTMENT of  
ECONOMIC OPPORTUNITY



September 28, 2012

The Honorable Wilson B. Robertson  
Chairman, Escambia County  
Board of County Commissioners  
Post Office Box 1591  
Pensacola, Florida 32591-1591

Dear Chairman Robertson:

The State Land Planning Agency has completed its review of the proposed comprehensive plan amendment for Escambia County (Amendment No. 12-4ESR) which was received on August 29, 2012. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comment related to important state resources and facilities within the Agency's authorized scope of review that will be adversely impacted by the amendment if adopted.

The County is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the County. If other reviewing agencies provide comments, we recommend the County consider appropriate changes to the amendment based on those comments. If unresolved, such comments could form the basis for a challenge to the amendment after adoption.

The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held and the amendment adopted within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

If you have any questions concerning this review, please contact Dan Evans, at (850) 717-8484, or by email at [Dan.Evans@deo.myflorida.com](mailto:Dan.Evans@deo.myflorida.com).

Sincerely,

Ana Richmond  
Regional Planning Administrator

AR/de

Enclosure: Procedures for Adoption

cc: T. Lloyd Kerr, Department Director, Escambia County Development Services  
Terry Joseph, Executive Director, West Florida Regional Planning Council

Florida Department of Economic Opportunity The Caldwell Building 107 E. Madison Street Tallahassee, FL 32399-4120  
866.FLA.2345 850.245.7105 850.921.3223 Fax [www.FloridaJobs.org](http://www.FloridaJobs.org) [www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

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**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS  
FOR EXPEDITED STATE REVIEW**

Section 163.3184(3), Florida Statutes

**NUMBER OF COPIES TO BE SUBMITTED:** Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

**SUBMITTAL LETTER:** Please include the following information in the cover letter transmitting the adopted amendment:

\_\_\_\_\_ State Land Planning Agency identification number for adopted amendment package;

\_\_\_\_\_ Summary description of the adoption package, including any amendments proposed but not adopted;

\_\_\_\_\_ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

\_\_\_\_\_ Ordinance number and adoption date;

\_\_\_\_\_ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

\_\_\_\_\_ Name, title, address, telephone, FAX number and e-mail address of local government contact;

\_\_\_\_\_ Letter signed by the chief elected official or the person designated by the local government.

**ADOPTION AMENDMENT PACKAGE:** Please include the following information in the amendment package:

\_\_\_\_\_ In the case of text amendments, changes should be shown in strike-through/underline format.

\_\_\_\_\_ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

\_\_\_\_\_ A copy of any data and analyses the local government deems appropriate.

**Note:** If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

\_\_\_\_\_ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

\_\_\_\_\_ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

\_\_\_\_\_ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

\_\_\_\_\_ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

## Comprehensive Plan Amendment Staff Analysis

### General Data

**Project Name:** CPA 2012-02 – Hanks Road  
**Location:** Hanks Road  
**Parcel #s:** 14-5N-32-2301-000-000  
**Acreage:** 50.24 (+/-) acres  
**Request:** From Recreational (REC) to Agricultural (AG)  
**Agent:** Escambia County, Agent for Kale and Donna Schneider

**Meeting Dates:** Planning Board August 13, 2012  
BCC August 23, 2012

### Summary of Proposed Amendment:

The agent requests a future land use (FLU) map amendment to change the future land use category of a 50.24 (+/-) acre parcel from Recreation Future Land Use to Agricultural Future Land Use. The zoning designation for the referenced parcel is Public.

The subject parcel is dissected North and South by Hanks Road and is adjacent to agricultural parcels.

There is no proposed project for the parcel at this time.

### 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. A multi-use Development of Regional Impact (DRI) may satisfy the transportation concurrency requirements of the concurrency management system and of Section 380.06, Florida Statutes, by payment of a proportionate share contribution in accordance with the terms of Section 163.3180(12), Florida Statutes.*

The allowable uses under the agricultural future land uses are intended for routine agricultural and silvicultural related activities which are not traffic generators.

If the large scale amendment is approved, the maximum densities for any future new development on the agricultural parcel is one dwelling unit per 20 acres and a non-residential maximum intensity of 0.25 floor area ratio. Any new proposed development will be regulated and must meet the LOS requirements such as roads, wastewater, solid waste, stormwater, potable water, irrigation water and other standards under the Concurrency Management System. It will necessitate for the applicant to provide the required analysis in support of the proposed project as required by the Escambia County Comprehensive Plan and Land Development Code. The completed application packet will then be reviewed and evaluated for concurrency as part of the site development review process. The applicant is not proposing any development at this time; therefore, staff is unable to produce the required analysis.

## **ANALYSIS OF SUITABILITY**

*Suitability: The degree to which the existing characteristics and limitations of land and water are compatible with a proposed use or development.*

Bratt-Davisville Water System, Inc. is the water provider for the area. Any agricultural use would be compatible with the existing surrounding parcels. Agricultural uses are common within this area in Escambia County and water provider LOS appear adequate to support agricultural lands. The applicant is not proposing any development at this time; therefore, staff is unable to produce the required analysis. Should the large scale amendment be granted, the character of the undeveloped land, soils, topography, natural resources, and historic resources on site will be considered for any future new development as part of the site plan review process.

### **Urban Sprawl:**

*A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.*

For determining if the amendment discourages the proliferation of urban sprawl, it must incorporate a development pattern or urban form that achieves four or more of the eight criteria listed.

The agricultural nature of the land would be compatible with the surrounding parcels. By allowing the change of the Future Land Use from public to Agricultural, Escambia County is promoting rural strategies, by protecting agriculture, silviculture and related activities, protecting and preserving natural resources and guiding new development toward existing rural communities. Under the agricultural designation, the current one dwelling unit per 20 acres density allowed, will regulate and decrease the proliferation of urban sprawl. The applicant is not proposing any development at this time; therefore, staff is unable to produce the required analysis. If the large scale amendment is approved, any future new development on the parcel must meet the LOS requirements, Concurrency Management System standards and will necessitate for the applicant to provide the required analysis in support of the proposed project, as required by the Escambia County Comprehensive Plan and Land Development Code. The completed application packet will then be reviewed and evaluated for concurrency as part of the site development review process.

### **Comprehensive Plan Consistency and Relevant Policies:**

**FLU 3.1.5 New Rural Communities.** To protect silviculture, agriculture and agriculture-related activities Escambia County shall not support the establishment of new rural communities.

**FLU 3.1.6 Residential Clustering.** Clustering of residential units in the Agriculture (AG) and Rural Community (RC) future land use categories shall only be permitted for subdivisions of 10 or more dwelling units, with preservation of at least 80 percent of the project site in a perpetual conservation easement as contemplated in, Section 704.06, F.S., and in conjunction with a PUD to ensure the project is compatible with surrounding

properties and protects the rights of adjacent property owners. The minimum lot size shall be ¼ acre and the maximum residential density permitted in the future land use category shall not be exceeded.

**CON 1.3.3 Silviculture Management Practices.** Escambia County shall allow silviculture and unimproved pastures within wetland areas provided the activities follow the BMPs as outlined in the current Silviculture Best Management Practices publications (Florida Department of Agriculture and Consumer Services, Division of Forestry).

**CON 1.8.5 Carbon Sequestration.** Escambia County shall promote retention of agriculture and timber production, as these uses sequester carbon emissions, thereby improving the air quality of the County.

The current existing land use is unimproved agricultural which meets the intent of the Comprehensive Plan. By allowing the Future Land Use map change from Public to Agricultural, the county is promoting uses that would improve the air quality for the residents of the county. The applicant is not proposing any development at this time; therefore, staff is unable to produce the required analysis. If the large scale amendment is approved, any future new development on the parcel must meet the LOS requirements, Concurrency Management System standards and will necessitate for the applicant to provide the required analysis in support of the proposed project as required by the Escambia County Comprehensive Plan and Land Development Code. The completed application packet will then be reviewed and evaluated for concurrency as part of the site development review process.



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

**AI-2793**

**Growth Management Report 13. 5.**

**BCC Regular Meeting**

**Public Hearing**

**Meeting Date:** 08/23/2012

**Issue:** 5:48 p.m. - A Public Hearing - Comprehensive Plan Large Scale Amendment  
CPA-2012-02

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

**Organization:** Development Services

---

**RECOMMENDATION:**

5:48 p.m. - Recommendation Concerning the Review of Comprehensive Plan Amendment (CPA) 2012-02.

That the Board of County Commissioners (BCC) review and approve for transmittal to the Department Of Economic Opportunity, the Comprehensive Plan Amendment (CPA) 2012-02, 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.

At the August 13, 2012 Planning Board meeting, the Board recommended approval of the CPA 2012-02.

**BACKGROUND:**

Applicant request a Future Land Use (FLU) map amendment to change the future land use category of a 50.24+/- acres portion of 57 (+/-) acre parcel from REC, Recreational to AG, Agricultural. The property was originally owned by Escambia County and sold to the applicant.

The zoning designation for the parcel is currently P, Public and is concurrently going through the quasi-judicial rezoning process requesting VAG-1, Villages Agriculture Zoning.

**BUDGETARY IMPACT:**

No budgetary impact is anticipated by the adoption of this Ordinance.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The attached Ordinance has been reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

**PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**



Comprehensive Plan Section 4.07 requires 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 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**

Application Packet for Transmittal

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA 2012-01 Hanks Road

Date: 6/15/2012

Date requested back by: 6/18/2012

Requested by: JC Lemos

Phone Number: 595-3467



(LEGAL USE ONLY)

Legal Review by *[Signature]*

Date Received: *June 16, 2012*

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

*Turned changes to format as wording.  
note that effective date for larger scale  
amendments is governed by section 163.3184 (3)(c) of  
Florida Statutes*



1 **Section 1. Purpose and Intent**

2  
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.  
6

7  
8 **Section 2. Title of Comprehensive Plan Amendment**

9  
10 This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment  
11 2012-02."  
12

13  
14 **Section 3. Changes to the 2030 Future Land Use Map**

15  
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:  
21

22 Parcel identification number 14-5N-32-2301-000-000, totaling 50.24 (+/-)  
23 acres, as more particularly described by Victor G. Schumer, Schumer's  
24 Professional Surveying, Inc., in the boundary survey dated May 5, 2008,  
25 attached as Exhibit A, from Recreational (REC) to Agricultural (AG).  
26

27  
28 **Section 4. Severability**

29  
30 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or  
31 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect  
32 the validity of the remaining portions of this Ordinance.  
33

34  
35 **Section 5. Inclusion in the Code**

36  
37 It is the intention of the Board of County Commissioners that the provisions of this  
38 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that  
39 the sections, subsections and other provisions of this Ordinance may be renumbered or  
40 relettered and the word "ordinance" may be changed to "section," "article," or such other  
41 appropriate word or phrase in order to accomplish such intentions.  
42  
43

1 **Section 6. Effective Date**

2  
3 Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become  
4 effective until 31 days after the Department of Economic Opportunity notifies Escambia  
5 County that the plan amendment package is complete. If timely challenged, this  
6 Ordinance shall not become effective until the Department of Economic Opportunity or  
7 the Administration Commission enters a final order determining the Ordinance to be in  
8 compliance.  
9

10  
11 **DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

12  
13 BOARD OF COUNTY COMMISSIONERS  
14 OF ESCAMBIA COUNTY, FLORIDA  
15

16  
17 By: \_\_\_\_\_  
18 Wilson B. Robertson, Chairman  
19

20 ATTEST: ERNIE LEE MAGAHA  
21 CLERK OF THE CIRCUIT COURT  
22

23  
24 By: \_\_\_\_\_  
25 Deputy Clerk  
26

27  
28 (SEAL)  
29

30  
31 ENACTED:

32  
33 FILED WITH THE DEPARTMENT OF STATE:  
34

35 EFFECTIVE DATE:  
36  
37  
38



AG

ASHCRAFT RD

SSA-2012-02

REC

AG

AG

HANKS RD

REC

50.24 ACRES

AG

AG

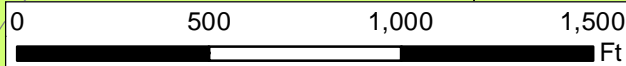
WIGGINS LN



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.

# CPA-2012-02 EXISTING FLU



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



AG

ASHCRAFT RD

SSA-2012-02

AG

AG

HANKS RD

**PROPOSED AG**  
50.24 ACRES

AG

AG

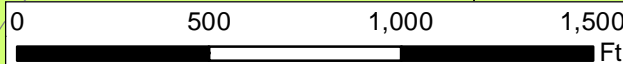
WIGGINS LN








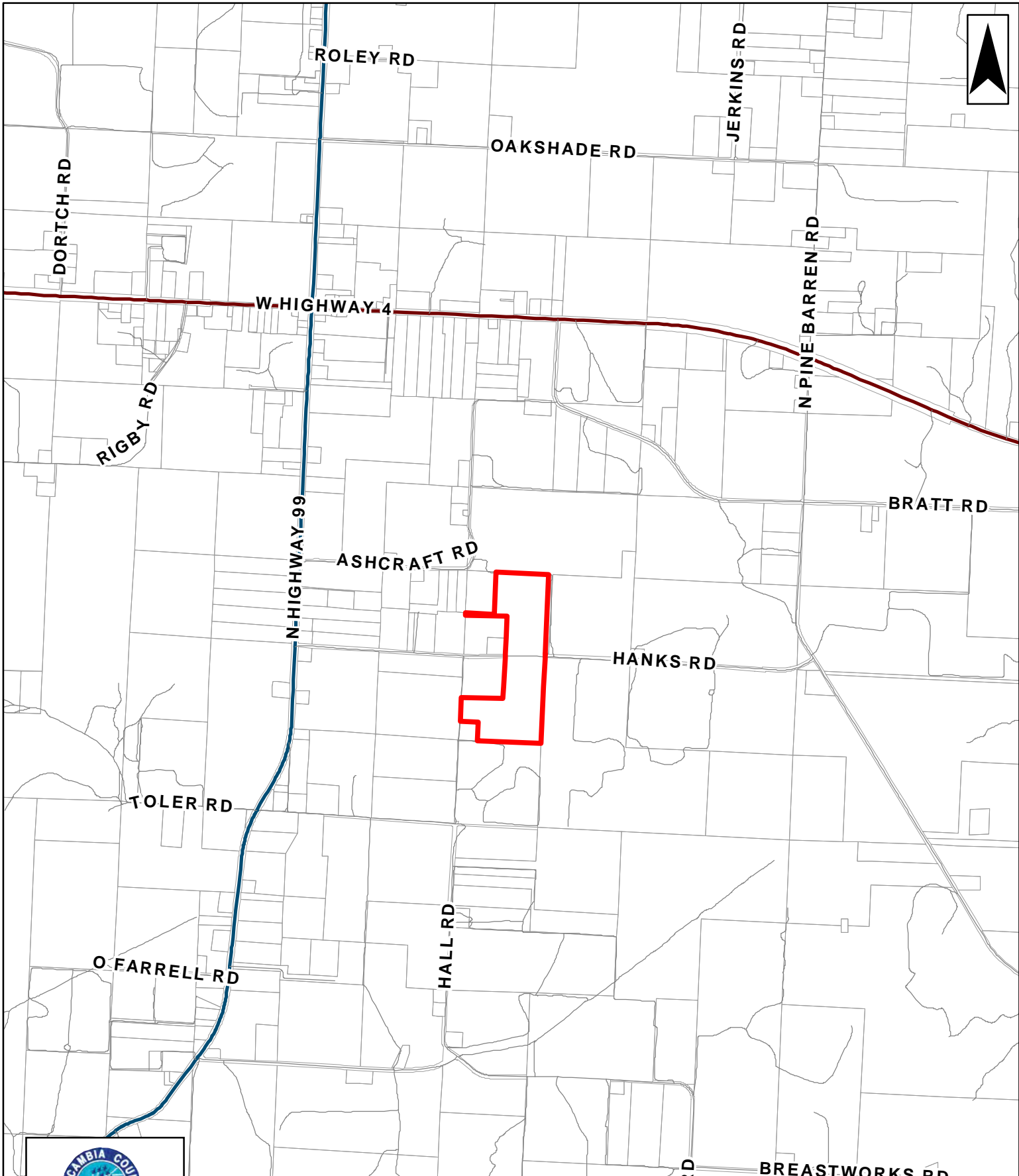
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.

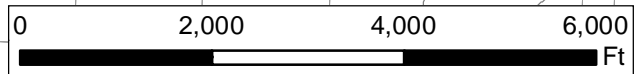
# CPA-2012-02 PROPOSED FLU









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



# CPA-2012-02 SURROUNDING ROADS



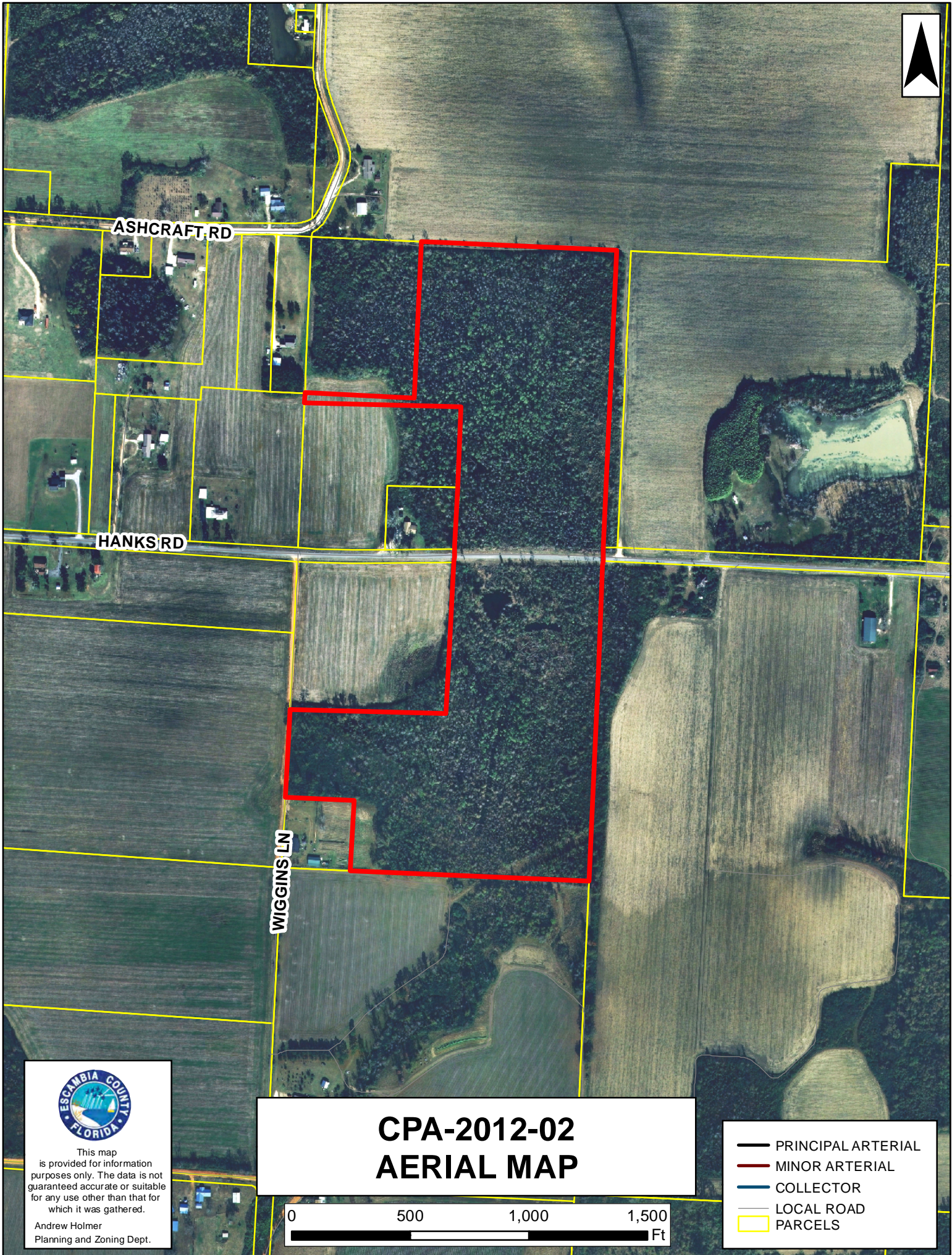
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  PARCELS



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.





ASHCRAFT RD

HANKS RD

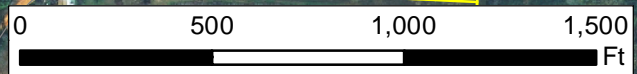
WIGGINS LN






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.

# CPA-2012-02 AERIAL MAP



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









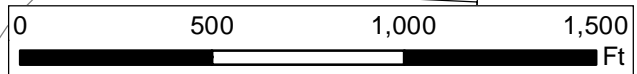

ASHCRAFT RD

HANKS RD

WIGGINS LN

# CPA-2012-02 WETLANDS MAP

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

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

Andrew Holmer  
Planning and Zoning Dept.



LOOKING EAST



LOOKING NORTHEAST



**LOOKING WEST**



LOOKING SOUTH

**FUTURE LAND USE MAP AMENDMENT APPLICATION**

**(THIS SECTION FOR OFFICE USE ONLY):**

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT \_\_\_\_\_  
LARGE SCALE FLU AMENDMENT   X  

Current FLU: REC Desired FLU: AG Zoning: P Taken by: A Cami

Planning Board Public Hearing, date(s): 7/9/12

BCC Public Hearing, proposed date(s): 7/26/12

Fees Paid NA Receipt # \_\_\_\_\_ Date: \_\_\_\_\_

**OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF  
ESCAMBIA COUNTY, FL**

Name: Kale Schneider

Address: 9061 Bratt Rd

City: Century State: FL Zip Code: 32535

Telephone: (850) 327-6519

Email: \_\_\_\_\_

**DESCRIPTION OF PROPERTY:**

Street address: Hanks Rd

Subdivision: NA

Property reference number: Section 14 Township 5N Range 32

Parcel 2301 Lot 000 Block 000

Size of Property (acres) 50.24 (+/-) acres

**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.

Kale Schneider Kale Schneider 5-10-12  
Signature (Property Owner) Printed Name Date

Donna C Schneider  
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 9061 Brent Rd

City: Century State: FL Zip: 32535

Telephone (850) 327-6519 Fax # ( ) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 10<sup>th</sup> day of May, year of 2012 by, Kale Schneider + Donna Schneider who ( ) did ( ) did not take an oath. He/she is ( ) personally known to me, (X) produced current Florida/Other driver's license, and/or ( ) produced current 715536516 44 1880 as identification.

Margaret A Cain 5/10/12 Margaret A. Cain  
Signature of Notary Public Date Printed Name of Notary

My Commission Expires \_\_\_\_\_ Commission No. DD919789  
(Notary seal must be attached)





**AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY**

As owner of the property located at \_\_\_\_\_,  
Pensacola, Florida, Property Reference Number(s) \_\_\_\_\_,

I hereby designate \_\_\_\_\_, 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 of Property Owner                      Date                      Printed Name of Property Owner

\_\_\_\_\_  
Signature of Agent                      Date                      Printed Name of Agent

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, year of  
\_\_\_\_\_, by \_\_\_\_\_ 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 of Notary Public                      Date                      Printed Name of Notary Public

Commission Number \_\_\_\_\_ My Commission Expires \_\_\_\_\_

(Notary seal must be affixed)

**FUTURE LAND USE MAP AMENDMENT APPLICATION  
CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Project name:

Property reference #: Section 14 Township 5N Range

Parcel # 32-2301-600-000

Project Address:

Henko Rd

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 10<sup>th</sup> DAY OF May, 2012

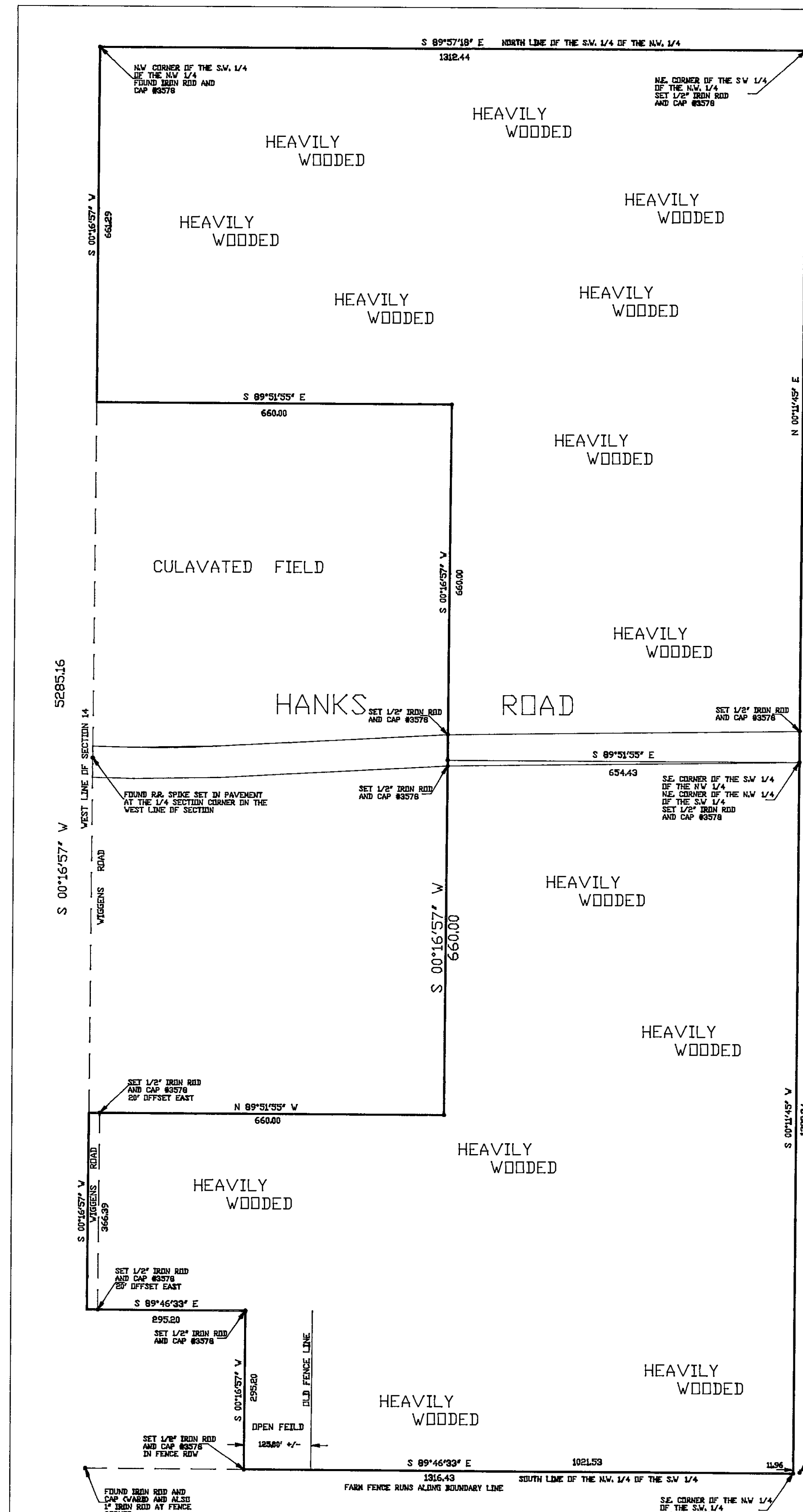
<u>Kate Schindler</u>	<u>Kate Schneider</u>
Owner's signature	Owner's name (print)
<u>Donna C. Schneider</u>	<u>Donna C. Schneider</u>
Agent's signature	Agent's name (print)

### DATA AND ANALYSIS REQUIREMENTS

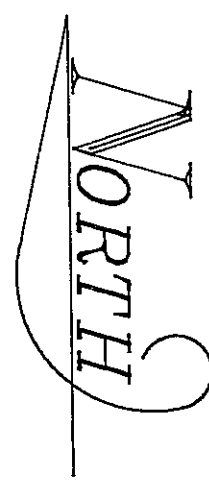
1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.
  - A. Sanitary Sewer
  - B. Solid Waste Disposal
  - C. Potable Water
  - D. Stormwater Management
  - E. Traffic
  - F. Recreation and Open Space
  - G. Schools

The data and analysis should also support the requested future land use category by reflecting a need for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

2. Proximity to and impact on the following:
  - A. Wellheads (indicate distance and location to nearest wellhead)
  - B. Historically significant sites (available from University of West Florida)
  - C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)
3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein



NORTH ASSUMED - BEARINGS SHOWN ARE BASED ON THE WEST LINE OF SECTION BEING S 00°16'57\"/>



**LEGAL DESCRIPTION**

THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 14, T-5-N, R-32-W, ESCAMBIA COUNTY, FLORIDA, LESS AND EXCEPT 660.00' SQUARE IN THE S.W. CORNER, AND ALSO THE N.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION, LESS AND EXCEPT 660.00' SQUARE IN THE N.W. CORNER, AND LESS 295.20' SQUARE IN THE S.W. CORNER, LESS AND EXCEPT ROAD RIGHT-OF-WAY FOR ' HANKS ROAD '.

NOTE: THIS SURVEY WAS PREPARED FOR THE CLIENT AND PURPOSE AS SHOWN USAGE FOR ANY OTHER PURPOSES REPRODUCTIONS - IN WHOLE OR IN PART) SHALL NOT BE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE SURVEYOR. THIS SURVEY DOES NOT REFLECT OF DETERMINE OWNERSHIP.

**V.G. SCHUMER R.L.S.**  
 89 OLIVE ROAD  
 PENSACOLA, FLORIDA 32514  
 PHONE (850) 476-0088  
 FAX (850) 476-0088

WHEN YOU WANT EXPERIENCE & HONESTY SPECIALIZING IN RURAL SURVEYING & SUBDIVISION LAYOUT

**SCHUMER'S PROFESSIONAL SURVEYING INC.** L.B. # 6471

SEC. 14 T-5-N R-32-W RECORDED IN BOOK # P

REF. SOURCE: SECTIONAL SURVEY

LEGAL DESCRIPTION AS FURNISHED BY CLIENT - FENCES AND ENCROACHMENTS ARE SHOWN OR NOTED - NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAYS AND DIMENSIONS WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN. NO INSTRUMENTS OR INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN - NO ATTEMPT HAS BEEN MADE BY THE SURVEYOR OR FIRM TO CONDUCT A TITLE RECORDS SEARCH FOR THIS SITE OR THE ADJOINING PROPERTY. - ALL MEASUREMENTS AND/OR CALCULATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES COAST AND GEODETIC DATA - DISTANCES ARE IN FEET, TENTHS OF A FOOT, AND HUNDRETHS. THIS SURVEY IS NOT VALID UNLESS STAMPED WITH AN EXHIBIT # SIGNATURE.

TYPE SURVEY: **BOUNDARY SURVEY**

FOR: **KALE SCHEDER**

SCALE 1"= 150' DATE 5-5-2008 FILED DATE 5-2-2008  
 JDB # 08F-022 F.B.F-94 P 69-71 REV  
 DW/VIC REV.

I HEREBY CERTIFY THAT THE SURVEY HEREIN TO BE TRUE AND CORRECT AND MEETING CHAPTER 61, GOV. STAT. AND FLORIDA STATUTES 472 AS SET BY THE BOARD OF LAND SURVEYORS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Victor G. Schumer*  
**VICTOR G. SCHUMER**  
 REGISTERED SURVEYOR #3278 STATE OF FLORIDA



May 7, 2012

Kale Schneider  
9061 Bratt Road  
Century, FL 32535

*Via E-mail*

**Re: *Flagged Non-Binding Wetland Jurisdictional Determination  
+/- 57 Acres Hanks Road, Escambia County, Florida  
WSI Project #2012-099***

Dear Mr. Schneider,

As requested, Wetland Sciences, Inc. has completed a flagged wetland jurisdictional determination within the above referenced parcel. Wetland Sciences, Inc. did identify a large jurisdictional wetland complex (See attached sketch). This wetland complex will fall within the regulatory jurisdiction of the US Army Corps of Engineers (Corps) under **33 CFR 320-330**, the Florida Department of Environmental Protection (DEP) under **Chapter 62-340 F.A.C.** and Escambia County under **LDC Section 7.13.00**.

Please be advised that various development activities within the jurisdictional wetlands, such as filling, mechanical land-clearing, and construction of some piling supported structures will require permitting from the State of Florida Department of Environmental Protection, the United States Army Corps of Engineers, and Escambia County, Florida.

Also be advised, the information presented within this report represents the professional opinion of the scientist that performed the work and is intended to furnish the client with a rough approximation of the status of wetland resources on the site under consideration. It is the responsibility of the regulatory agencies to verify our approximation before this determination can be considered legally binding. Although the above-cited conclusions are provided with some degree of confidence, it is essential that field confirmations authenticate our findings.

This does not preclude the development of the subject parcel. It is inevitable that development of the lot will require the dredging or filling of wetlands located on the property. As you may or may not know the agencies which regulate wetlands evaluate permits on the basis of avoidance and minimization, practical alternatives, and mitigation.

If you have any questions, please do not hesitate to contact me at (850) 453-4700.

**WETLAND SCIENCES, INC.**

Jason Taylor  
Environmental Scientist

Copies furnished: FDEP, Jared Searcy  
File

Enclosures: As indicated



OVERALL JURISDICTIONAL WETLAND SKETCH  
DEPICTED ONTO AERIAL

PROJECT #2012-099

DATE: MAY 4, 2012

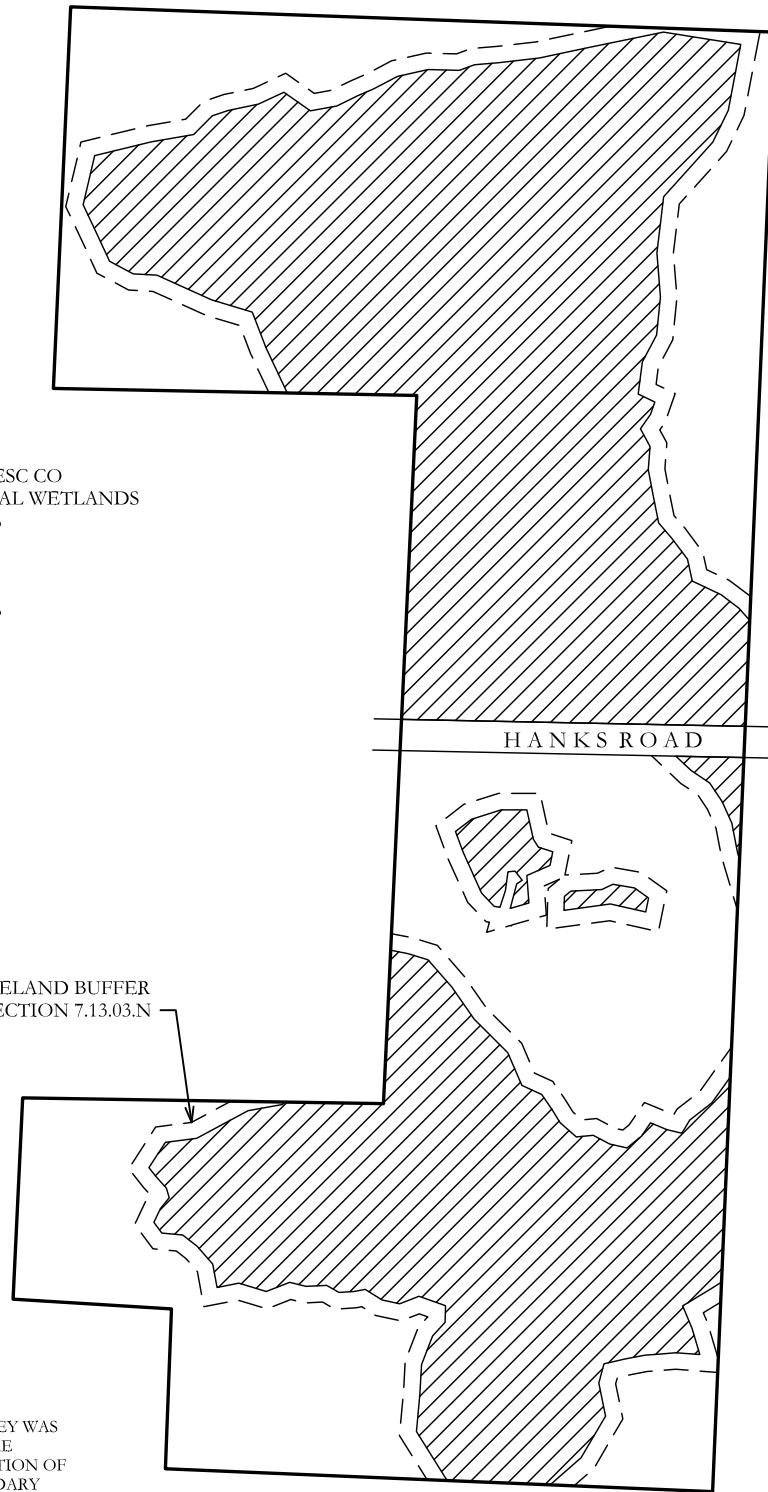
DRAWN BY: JAT

SCALE: 1" = 350'

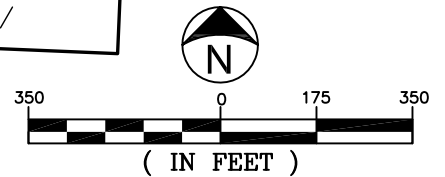
 CORPS/FDEP/ESC CO  
JURISDICTIONAL WETLANDS  
+/- 21.38 ACRES

UPLANDS  
+/- 35.59 ACRES

ESCAMBIA CO 30-FT WELAND BUFFER  
PER LDC SECTION 7.13.03.N



NOTE: THIS IS NOT A SURVEY. SINCE A SURVEY WAS NOT PROVIDED CERTAIN ASSUMPTIONS WERE MADE IN THE FIELD REGARDING THE LOCATION OF PROPERTY CORNERS. THE PROPERTY BOUNDARY SHOWN ON THIS SKETCH WAS OBTAINED FROM THE ESCAMBIA COUNTY PROPERTY APPRAISER. THIS SKETCH SHOULD BE CONSIDERED APPROXIMATE UNLESS VERIFIED BY A SURVEY OR OTHER MEANS.



OVERALL JURISDICTIONAL WETLAND SKETCH

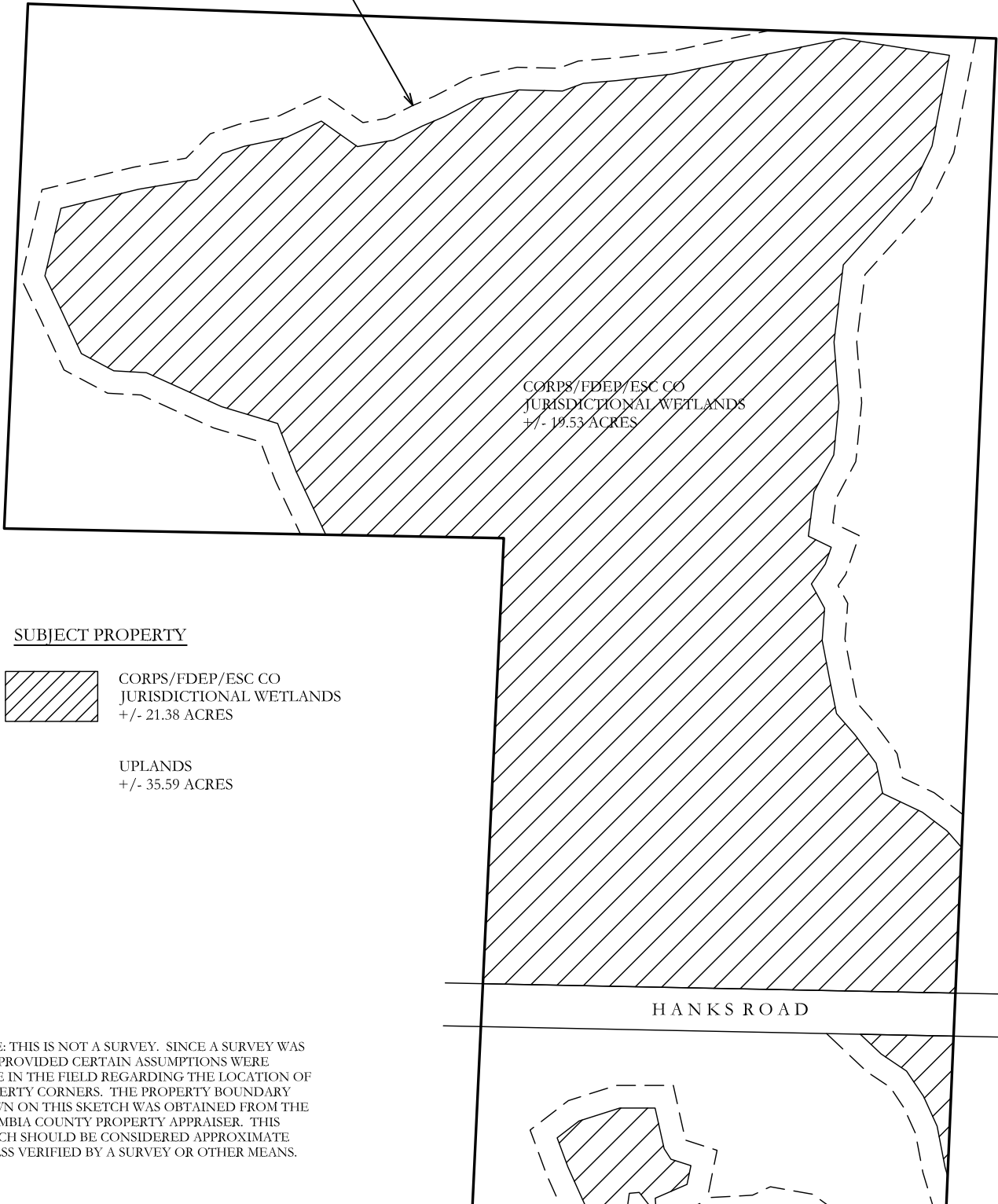
PROJECT #2012-099

DATE: MAY 4, 2012

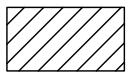
DRAWN BY: JAT

SCALE: 1" = 350'

ESCAMBIA CO 30-FT WELAND BUFFER  
PER LDC SECTION 7.13.03.N



SUBJECT PROPERTY



CORPS/FDEP/ESC CO  
JURISDICTIONAL WETLANDS  
+/- 21.38 ACRES

UPLANDS  
+/- 35.59 ACRES

HANKS ROAD

NOTE: THIS IS NOT A SURVEY. SINCE A SURVEY WAS NOT PROVIDED CERTAIN ASSUMPTIONS WERE MADE IN THE FIELD REGARDING THE LOCATION OF PROPERTY CORNERS. THE PROPERTY BOUNDARY SHOWN ON THIS SKETCH WAS OBTAINED FROM THE ESCAMBIA COUNTY PROPERTY APPRAISER. THIS SKETCH SHOULD BE CONSIDERED APPROXIMATE UNLESS VERIFIED BY A SURVEY OR OTHER MEANS.



CLOSE-UP OF PARCEL NORTH OF HANKS ROAD

PROJECT #2012-099

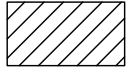
DATE: MAY 4, 2012

DRAWN BY: JAT

SCALE: 1" = 200'



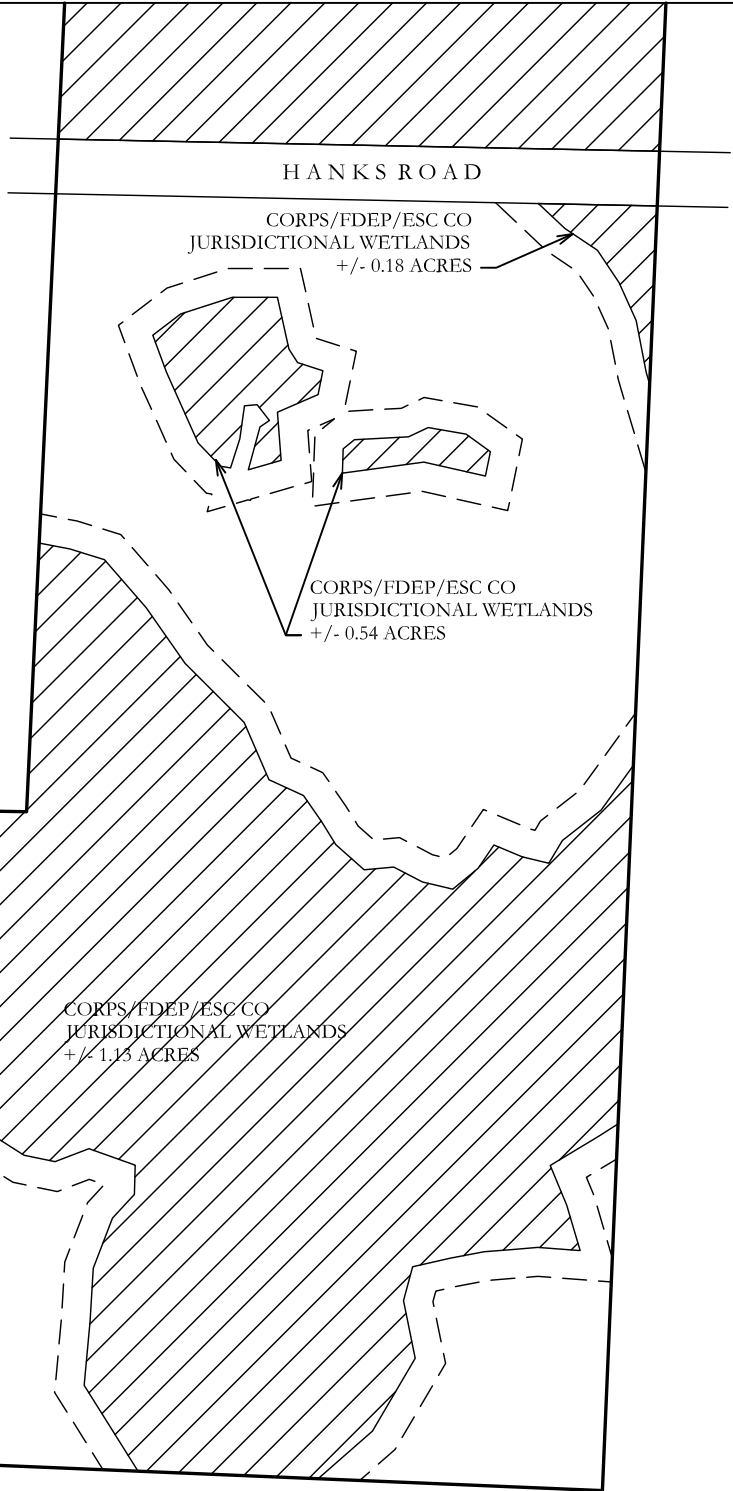
**SUBJECT PROPERTY**



CORPS/FDEP/ESC CO  
JURISDICTIONAL WETLANDS  
+/- 21.38 ACRES

UPLANDS  
+/- 35.59 ACRES

ESCAMBIA CO 30-FT WELAND BUFFER  
PER LDC SECTION 7.13.03.N



NOTE: THIS IS NOT A SURVEY. SINCE A SURVEY WAS NOT PROVIDED CERTAIN ASSUMPTIONS WERE MADE IN THE FIELD REGARDING THE LOCATION OF PROPERTY CORNERS. THE PROPERTY BOUNDARY SHOWN ON THIS SKETCH WAS OBTAINED FROM THE ESCAMBIA COUNTY PROPERTY APPRAISER. THIS SKETCH SHOULD BE CONSIDERED APPROXIMATE UNLESS VERIFIED BY A SURVEY OR OTHER MEANS.



**CLOSE-UP OF PARCEL SOUTH OF HANKS ROAD**

PROJECT #2012-099

DATE: MAY 4, 2012

DRAWN BY: JAT

SCALE: 1" = 200'



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

**AI-3703**

**Growth Management Report 10.1.**

**BCC Regular Meeting**

**Consent**

**Meeting Date:** 01/03/2013

**Issue:** Scheduling of Public Hearings

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

**Organization:** Development Services

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**RECOMMENDATION:**

**Recommendation Concerning the Scheduling of Public Hearings**

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

**Thursday, February 7, 2013**

A. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezoning Case to be heard by the Planning Board on January 7, 2013:

<b>Case No.:</b>	<b>Z-2012-25</b>
Address:	7008 W. Jackson & 617 N. 70th
Property Reference No.:	11-2S-31-5410-000-000 and 11-2S-31-5410-001-001
Property Size:	.52 (+/-) acres
From:	R-2, Single-Family District (cumulative), Low-Medium (7 du/acre)
To:	R-6, Neighborhood Commercial and Residential District (cumulative), High-Density (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District	1
Requested by:	Wiley C. "Buddy" Page, Agent for Freddy Powell

B. 5:46 p.m. - A Public Hearing - LDC Ordinance Article 13, "Signage," Regulation of Signs and Outdoor Displays (originally consented for Public Hearing on January 3, 2013, but postponed by the Planning Board at the request of the Paolo Ghio, at the December 10, 2012, Planning Board Meeting for further review at the January Planning Board Meeting).

C. 5:47 p.m. - A Public Hearing - Adopting Comprehensive Plan Amendment (CPA) 2012-06 (Text) - An Ordinance amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan 2030, as amended; amending Future Land Use Element

MU-PK.

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

AI-3608

County Administrator's Report 10. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/03/2013

Issue: Surplus and Disposition of County Assets

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning Surplus and Disposition of County Assets - Amy Lovoy, Management and Budget Services Department Director

That the Board declare surplus, and authorize the disposition of, all the assets shown in the Escambia County Surplus Items listing provided. All assets listed will have a \$250 trade-in value for upgraded units.

**BACKGROUND:**

Florida Statutes requires the Board of County Commissioners to declare surplus all assets listed on the County's fixed asset inventory that will be disposed.

**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**

Surplus Inventory 010313

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<b>Escambia County Surplus Items</b>						
<b>ITEM</b>	<b>Asset Tag #</b>	<b>Cost Center</b>	<b>Items Description</b>	<b>Department it came from</b>	<b>BCC Date Surplus</b>	<b>Additional Info</b>
AED/Defibrillators	49400	330302	13242334	Public Safety/Trisha Pohlmann	1/3/2013	Salvaged
AED/Defibrillators	49401	330302	13230139	Public Safety/Trisha Pohlmann	1/3/2013	Salvaged
AED/Defibrillators	49402	330302	13230140	Public Safety/Trisha Pohlmann	1/3/2013	Salvaged
AED/Defibrillators	50012	330302	13634992	Public Safety/Trisha Pohlmann	1/3/2013	Salvaged
AED/Defibrillators	50013	330302	13634993	Public Safety/Trisha Pohlmann	1/3/2013	Salvaged
AED/Defibrillators	50014	330302	13634994	Public Safety/Trisha Pohlmann	1/3/2013	Salvaged
AED/Defibrillators	50015	330302	13634995	Public Safety/Trisha Pohlmann	1/3/2013	Salvaged
AED/Defibrillators	50016	330302	13634996	Public Safety/Trisha Pohlmann	1/3/2013	Salvaged
AED/Defibrillators	50017	330302	13634997	Public Safety/Trisha Pohlmann	1/3/2013	Salvaged
AED/Defibrillators	50018	330302	13634998	Public Safety/Trisha Pohlmann	1/3/2013	Salvaged
AED/Defibrillators	50019	330302	13634999	Public Safety/Trisha Pohlmann	1/3/2013	Salvaged
AED/Defibrillators	50020	330302	13635000	Public Safety/Trisha Pohlmann	1/3/2013	Salvaged
AED/Defibrillators	50021	330302	13635001	Public Safety/Trisha Pohlmann	1/3/2013	Salvaged
AED/Defibrillators	50023	330302	13635003	Public Safety/Trisha Pohlmann	1/3/2013	Salvaged
AED/Defibrillators	50024	330302	13635004	Public Safety/Trisha Pohlmann	1/3/2013	Salvaged
AED/Defibrillators	50025	330302	13635005	Public Safety/Trisha Pohlmann	1/3/2013	Salvaged
AED/Defibrillators	50026	330302	13635006	Public Safety/Trisha Pohlmann	1/3/2013	Salvaged
AED/Defibrillators	53615	330302	32842829	Public Safety/Trisha Pohlmann	1/3/2013	Salvaged



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

**AI-3641**

**County Administrator's Report 10.2.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/03/2013

**Issue:** 5:32 Public Hearing Request - Fund Balance Carry-forwards

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning a Public Hearing Request for Fund Balance Carry Forwards - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on January 17, 2013, at 5:32 p.m., to amend the Fiscal Year 2012/2013 Budget to include the fund balance carry forwards.

**BACKGROUND:**

During the budget process an estimate is made for the amount of unspent monies that will be remaining at the end of the fiscal year. This amount is budgeted in a fund balance estimate. At the close of every fiscal year a reconciliation is made between the estimate of Fund balance, or funds remaining from the previous year and the actual fund balance. The difference is then appropriated into the budget. A public hearing is required to amend the budget in this manner.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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

**AI-3635**

**County Administrator's Report 10.3.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/03/2013

**Issue:** 5:33 p.m. Public Hearing - Request to Schedule a Public Hearing to Establish the Water Oaks Drainage Improvement MSBU

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning a Request to Schedule a Public Hearing to Establish the Water Oaks Drainage Improvement MSBU - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on January 17, 2013, at 5:33 p.m., to consider the adoption of an Ordinance creating the Water Oaks Drainage Improvement MSBU (Municipal Services Benefit Unit).

**BACKGROUND:**

Petitions for creating a Drainage Improvement MSBU district were circulated in the Water Oaks Area. The affected area has 53 properties, and of these 38 property owners (71 percent) signed the petition in favor of creating the Drainage Improvement MSBU.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

By submitting the petition to the Board, the property owner is complying with the Board's adopted MSBU Guidelines and Procedures.

**IMPLEMENTATION/COORDINATION:**

Each property owner in the affected area will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.

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

**AI-3664**

**County Administrator's Report 10. 4.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/03/2013

**Issue:** Reappointment to the West Florida Public Library Board of Trustees

**From:** Marilyn Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning a Reappointment to the West Florida Public Library Board of Trustees - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve the reappointment of Dr. Neil Carter Davis to the West Florida Public Library Board of Trustees, effective per the end date of his previous appointment, November 21, 2012, through the anticipated Board of Trustees sunset date of September 30, 2013.

**BACKGROUND:**

The West Florida Public Library Board governs the operation and program of the Library. Currently, the membership consists of seven citizens: three of which are appointed by Escambia County, three by the City of Pensacola, and the final member is appointed by the other six members. With the transition of the West Florida Public Library system from the City of Pensacola to the County, the current Board of Trustees is expected to sunset on September 30, 2013 or earlier, by Board direction, and a new governance structure to be enacted on October 1, 2013. The West Florida Public Library Board recommended the reappointment of Dr. Neil Davis at their December 5, 2012 meeting, for continuity during the transition.

**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 appointments/reappointments to boards and committees established by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Resume - Neil Davis

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# Dr. Neil Carter Davis

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8300 Wilde Lake Road - Pensacola, FL 32526 (850) 941-0289 ndavis@uwf.edu

## Experience

### • 2000 – Present: Associate Faculty, University of West Florida.

Courses certified: Adulthood and Aging (DEP4402), General Psychology (PSY2012), Human Growth and Development (DEP4402), Child Development (DEP3103), and Experimental Psychology (EXP3082). Above courses taught both in classroom and on the Internet as long-distance learning courses. Experimental Psychology taught in class room and computer lab  
Current Member Board of Directors and Treasurer, NW Florida Area Agency on Aging, Inc.  
Current Member of the Escambia County Public Library Board of Trustees  
Past-President, Pensacola Friends of Pensacola Public Library-2008/2009  
Member of editorial board of Wadsworth/Cengage Publishing

### • 1993 - 2005: Attended UWF as a Doctor of Education-Social Studies Candidate

Teaching Assistant for three separate courses over seven semesters while matriculating in graduate school.  
Part-time employment with Florida Department of Juvenile Justice as Aftercare Counselor.  
Interned with Dept of Children and Families as Protective Services case counselor.  
Florida Supreme Court certified mediator for the Brevard County court system,  
Director of the alternative service division of the 18th Judicial Circuit, Brevard County.  
Central Florida Safety Council Board Member and instructor.

### • 1989 - 1992: Commanding Officer and Chief of Staff, Naval Training Center Orlando

Retired from U.S. Navy as Captain in 1992. Commanding Officer of 600 military and 1,100 civilians. Responsible for the operation of a major naval installation. Ultimate authority for establishing civilian and military positions, hiring and final appeal for grievance procedures. **Responsible for a 32 million dollar annual operating budget.** Member of Central Florida Safety Council Board of Directors. .

### • 1986 - 1989: Officer Career Manager, Bureau of Naval Personnel, Washington, D.C.

Directly responsible for recruiting, training, promotion planning, and end strength of an officer community of over 7,800 officers. Interacted with the senior leadership of the U.S. Navy and congressional staff of the House and Senate Armed Services Committees. **Drafted legislation and prepared position papers for the Chief of Naval Personnel.**

## Education

University of West Florida, B.A. Social Work; M.A. Psychology; Ed.D. Curriculum and Instruction: Science and Social Studies

Old Dominion University, attended

University of Central Florida, attended

Brevard Community College, AA degree

## Professional Organizations

Academic honor societies: Phi Kappa Phi, Phi Alpha, Psi Chi, Gamma Beta Phi, and Phi Theta Kappa

Member, Florida Academy of Certified Mediators

Past Commander, Association of Naval Aviation, Banana River Squadron

Military Officers Association

## Research and Creative Endeavors

A. First author with Douglas Friedrich of published articles, *Knowledge of aging and life satisfaction with older adults*, The International Journal of Aging and Human Development (2004), and *Age stereotypes in middle-aged through old-old adults*, International Journal of Aging and Human Development (2010).

B. Developed and revised two power point presentations for lifespan psychology, correlated with large course adoption of two textbooks (1999, 2000, 2009), PowerPoints published by Wadsworth/Cengage Publishing.

C. Dissertation (The Relationship of Ageism and Life Satisfaction in a Large Intergenerational Group of Adults)

D. Thesis project (Life Satisfaction and Knowledge of Aging), with 750 participants, presented (with Dr. Doug Friedrich) to senior researchers of the Max Planck Institute, Lifespan Psychology, Berlin (2000) and Oxford University, England (2005).

**E.** Principle Investigator of Failing Student Mentoring Project (with Dr. Doug Friedrich, Provost Emeritus, University of West Florida) involving all divisions of the university (1999, 2000).

**F.** Principle research assistant for textbook: Successful Aging: Integration of Contemporary Theory, Research, and Practice (Dr. Doug Friedrich), published by Charles C. Thomas (2001).

**G.** Presented papers at Conference of Gerontologists (2004); Conferences SE Psychologists Assoc. (2004, 2005, 2007, 2009, 2011)

**H.** Currently working on a book *Fight or Flight: Recognizing the Five Stages of Caring for the Elderly* with Dorothy Messier, MBA

### **Board Membership Current**

Member Escambia County Library Board of Trustees

Treasurer, Northwest Florida Area Agency on Aging

Member Escambia County Human Services Appropriations (HAS) Committee

Member UWF Council on Aging Advisory Board

Member Cengage-Wadsworth Editorial Board

### **Special Qualifications**

Certified as eLearning instructor in five UWF courses

Florida Supreme Court certified mediator

Trained in Total Quality Management techniques

IBM computers, major software programs, and related systems

Florida State certified safe driving instructor

Licensed and certified sailing and marine navigation instructor



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

**AI-3663**

**County Administrator's Report 10.5.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/03/2013

**Issue:** District 5 Appointment to the Escambia County Animal Services Advisory Committee

**From:** Marilyn Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the District 5 Appointment to the Escambia County Animal Services Advisory Committee - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointment of Linda L. Lambert as the District 5 representative to the Escambia County Animal Services Advisory Committee, with the term of appointment to begin January 3, 2013, and run concurrent with the term of Commissioner Steven L. Barry or at his discretion.

**BACKGROUND:**

The Board adopted the Resolution establishing the Animal Services Advisory Committee at its July 23, 2009 BCC Meeting. The Resolution provides for representatives from each commission district. Linda Lambert has expressed a willingness to serve on the committee.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires that all established committee appointments have Board approval.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board, this appointment shall become effective.

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**Attachments**

Resume - Linda Lambert



## RESUME

Linda J. Lambert  
932 Hwy. 196  
Molino, FL 32577  
(850) 587-5300 home  
(850) 982-5941 cell

December 5, 2012

### EDUCATION;

Graduated from Escambia High School in 1965 (Among Top 10 Students)  
Graduated from Pensacola Jr. College in 1967 (Liberal Arts Degree)  
Graduated from TWA Flight Attendent School in 1968

Graduated from Animal Cruelty Investigation School in 2011

### WORK EXPERIENCE: (As related to animals only)

Vet Tech for William McCart, DVM (1977-1981)  
Escambia County Court Appointed as Cruelty Investigator (2005 – present)  
Volunteer for Escambia County Animal Shelter (back ground check approved)  
Served as riding member of Escambia County Sheriff's Possee (now disbanded)

### OTHER COMMENTS:

I am married and we have lived in Molino for 29 years on a horse farm where I currently own 4 horses, 4 dogs and 1 cat. I am 65 years old and have always had a love for animals. I have whelped puppies and witnessed the birth of many foals. My background in working for a vet and training dogs and horses has been my passion.

In February 2005, I was the co-founder and the first President of Panhandle Equine Rescue in Escambia County. On February 17, 2005 I was appointed as an Animal Cruelty Investigator through Judge Roark, County Court Judge. On May 2, 2012, Judge W. Joel Boles issued a Directive regarding the approval of my appointment as an Investigative Agent.



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

**AI-3403**

**County Administrator's Report 10. 6.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/03/2013

**Issue:** County's Acceptance of Property from Florida Department of Transportation (FDOT)

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the County's Acceptance of Property on Olive Road and on Mobile Highway from the Florida Department of Transportation - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the County's acceptance of property for retention pond purposes on Olive Road, and property for a boat ramp project on Mobile Highway, from the Florida Department of Transportation (FDOT):

- A. Accept the transfer of real property from FDOT for retention pond purposes on Olive Road;
- B. Accept the transfer of real property from FDOT for a boat ramp project on Mobile Highway;
- C. Authorize the payment of incidental expenses associated with the recording of the documents; and
- D. Authorize the Chairman or Vice Chairman to sign any documents, subject to Legal review and sign-off, necessary to complete the acceptance of these properties.

[Funds for the recording of documents for these projects are available in the Engineering Escrow Account accessible by the Clerk's office]

The County's Olive Road East Project, a road and drainage improvement project, is currently in design. The County has an existing retention pond located near the intersection of Olive Road and Johnson Avenue; FDOT owns a vacant 3.5 acre parcel adjacent to the County pond parcel. Because the design for this project indicates the need for additional stormwater capacity in this area, at the County's request, FDOT has agreed to convey this property to the County and have provided a Quit Claim Deed to convey this parcel.

The County also recently acquired property on Mobile Highway at Perdido River for a public boat ramp project. After acquiring the property, it was discovered that FDOT actually owned more right-of-way on Mobile Highway than previously thought. At the County's request, FDOT has agreed to convey to the County the portion of the Mobile Highway right-of-way



(approximately 1.044 acres) abutting the recently acquired County property. FDOT has provided a Quit Claim Deed to convey this property.

Board acceptance is required for the conveyance of these properties to the County.

**BACKGROUND:**

The County's Olive Road East Project, a road and drainage improvement project, is currently in design. The County has an existing retention pond located near the intersection of Olive Road and Johnson Avenue; FDOT owns a vacant 3.5 acre parcel adjacent to the County pond parcel. Because the design for this project indicates the need for additional stormwater capacity in this area, at the County's request, FDOT has agreed to convey this property to the County and have provided a Quit Claim deed to convey this parcel.

The County also recently acquired property on Mobile Highway at Perdido River for a public boat ramp project. After acquiring the property, it was discovered that FDOT actually owned more right-of-way on Mobile Highway than previously thought. At the County's request, FDOT has agreed to convey to the County the portion of the Mobile Highway right-of-way (approximately 1.044 acres) abutting the recently acquired County property. FDOT has provided a Quit Claim deed to convey this property.

Board acceptance is required for the conveyance of these properties to the County.

**BUDGETARY IMPACT:**

Funds for the recording of documents for these projects are available in the Engineering Escrow Account accessible by the Clerk's office.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Quit Claim deeds will be reviewed and approved by County Attorney's Office prior to recording.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

County staff will maintain compliance with Section 46-139 of the County Codes.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, the Quit Claim deeds will be recorded in the public records, with copies provided to FDOT.

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**Attachments**

QuitClaim Deed - Mobile Highway

QuitClaim Deed - Olive Road

Aerial Map - Mobile Highway

Aerial Map - Olive Road

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Prepared under the direction of:  
Office of the General Counsel  
Samuel J. Henderson, Chief Counsel *sjh*  
Florida Department of Transportation  
Post Office Box 607  
Chipley, Florida 32428

COUNTY: Escambia  
ITEM/SEGMENT NO.: 4802-879  
STATE ROAD: 10 (US 90)  
PARCEL NO.: N/A

**QUITCLAIM DEED**

THIS INDENTURE, made this 28 day of June, 2012, by and between the **STATE OF FLORIDA**, by and through the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, whose address is 1074 Highway 90, Chipley, Florida 32428, as the Party of the First Part and **BOARD OF COUNTY COMMISSIONERS**, whose address is 221 Palafox Place, Pensacola, Florida 32502, Party of the Second Part.

**WITNESSETH**

WHEREAS, said land hereinafter described was heretofore acquired for state highway purposes; and

WHEREAS, said land is no longer required for such purposes, and the Party of the First Part, by action of the District Secretary of Transportation pursuant to the provisions of Section 337.25, Florida Statutes, has agreed to quitclaim the land hereinafter described to the Parties of the Second Part;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part, for and in consideration of the premises and the sum of One Dollar and other valuable considerations to it paid by the Parties of the Second Part, assigns, forever, all the right, title and interest of the State of Florida and/or the State of Florida Department of Transportation to the property described below.

**DESCRIPTION OF PROPERTY TO BE QUIT CLAIMED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Being part of SRD 1, Section No. 4802-879).**

A parcel of land being in Government Lot 7, Section 10, Township 1 South, Range 32 West, Escambia County, Florida described as follows: Commence at a nail in 2 inch post (submerged) marking the southeast corner of said Section 10; thence North 87°38'54" West 4,357.10 feet along the south line of said Section 10 to the centerline survey of State Road 10 (US 90) as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4111181 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence North 88°56'16" East 547.08 feet along said centerline of survey; thence departing said centerline, run North 01°03'44" West 77.02 feet to POINT OF BEGINNING; thence North 89°17'25" West 489.97 feet; thence North 00°42'35" East 95.62 feet to the existing northerly right of way line of said State Road 10, as shown on said Right of Way Map; thence South 88°03'39" East 518.13 feet along said right of way line; thence departing said right of way line, run South 19°04'00" West 89.03 feet to POINT OF BEGINNING;

Containing 1.044 acres, more or less.

**SUBJECT TO ALL UTILITIES REMAINING IN PLACE AND IN USE.**

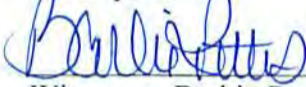
TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Party of the Second Part.

COUNTY: Escambia  
ITEM/SEGMENT NO.: 4802-879  
STATE ROAD: 10 (US 90)  
PARCEL NO.: N/A

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments liens, or encumbrances.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida and in the name of the State of Florida Department of Transportation by its District Secretary, District 3 and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Signed and sealed  
in our presence:



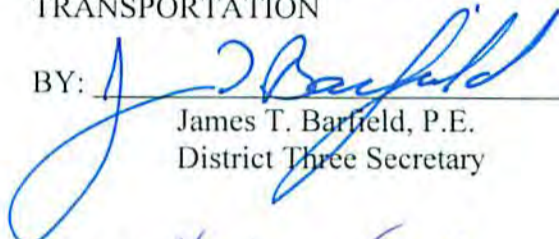
Witness: Barbie Pettis



Witness: Heather Banas

STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION

BY:



James T. Barfield, P.E.  
District Three Secretary

ATTEST:



Krissy Cook  
Executive Secretary

STATE OF FLORIDA  
COUNTY OF WASHINGTON

BEFORE ME, the undersigned authority, this day personally appeared, James T. Barfield, P.E., District Secretary, District Three and Krissy Cook, Executive Secretary of the State of Florida Department of Transportation, respectively, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said State of Florida Department of Transportation, and the said instrument is the act and deed of said Department.

WITNESS my hand and official seal this 28 day of June, 2012.

(NOTARIAL SEAL)



Vicky L. Williams  
Notary Public in and for the  
County and State last aforesaid  
My commission expires 02/09/2014.  
Commission #DD940774

Prepared under the direction of:  
Office of the General Counsel  
Timothy H. Wells, Senior Attorney  
Florida Department of Transportation  
P. O. Box 607  
Chipley, Florida 32428



COUNTY: Escambia  
PROJECT: 48003-2521  
STATE ROAD: 289  
PARCEL NO.: 100

**PUBLIC PURPOSE QUITCLAIM DEED**

THIS INDENTURE, made this 6<sup>th</sup> day of February, 2012, by and between the STATE OF FLORIDA, by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is 1074 Highway 90, Chipley, Florida 32428, as the Party of the First Part and the BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, hereinafter called the COUNTY, whose address is 223 South Palafox Place, Pensacola, Florida 32501, as the Party of the Second part.

**WITNESSETH**

WHEREAS, the hereinafter described property held by the Department of Transportation is no longer used or needed and the Secretary of the Department on November 1, 2011, has approved conveyance to the Grantee without consideration, to be used solely for public purposes, pursuant to the provisions of Section 337.25, Florida Statutes.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the party of the First Part does hereby remise, release and quitclaim unto the Party (Parties) of the Second part, and assigns, forever, all the right, title and interest of the State of Florida and/or the State of Florida Department of Transportation to the property described below:

**DESCRIPTION OF PROPERTY TO BE QUITCLAIMED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Being part of Parcel 100, Section No. 48003-2521)**

A parcel of land being in Section 6, Township 1 South, Range 29 West, Escambia County, Florida, described as follows: Commence at a 0.025 meter iron pipe (no ID) marking the northeast corner of Lot 8, Block 2, Williamsburg Gardens, as per plat recorded in Plat Book 10, Page 20 of the Public Records of Escambia County, Florida; thence South 35°25'50" East 74.416 meters (244.15 feet) along the easterly line of said Block 2 and the southerly extension thereof to the centerline of survey of State Road 290 (Olive Road), as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map Section No. 48003-2521 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence North 54°34'44" East 157.838 meters (517.84 feet) along said centerline of survey; thence departing said centerline, run North 35°25'16" West 15.240 meters (50.00 feet) to an intersection of the easterly line of that certain property as described in Official Records Book 6352, Page 736, said Public Records with the existing northwesterly right of way line of said State Road 290 and POINT OF BEGINNING; thence continue North 35°25'16" West 93.992 meters (308.37 feet) along said easterly property line to the southerly line of that certain property as described in Official Records Book 4022 Page 60 said Public Records, thence North 66°54'41" East 196.100 meters (643.37 feet) along said southerly property line and the easterly extension thereof to the existing southerly right of way line of Johnson Avenue, as shown on said Right of Way Map; thence North 89°43'59" East 17.036 meters (55.89 feet) along said right of way line to the westerly line of that certain property as described in Official Records Book 3416, Page 112, said Public Records; thence South 14°10'36" East 45.383 meters (148.89 feet) along said westerly property line to said existing northwesterly right of way line of State Road 290, as shown on said Right of Way Map; thence South 54°34'44" West 189.059 meters (620.27 feet) along said right of way line to POINT OF BEGINNING;

Containing 1.430 hectares (3.535 acres), more or less.

SUBJECT TO ALL UTILITIES REMAINING IN PLACE AND IN USE.

COUNTY: Escambia  
PROJECT: 48003-2521  
STATE ROAD: 289  
PARCEL NO.: 100

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Party (parties) of the Second Part.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens, or encumbrances of any nature whatsoever which the Party (Parties) of the Second Part hereunder and herein assumes.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these present to be signed in the name of the State of Florida and in the name of the State of Florida Department of Transportation by its District Secretary, District Three and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

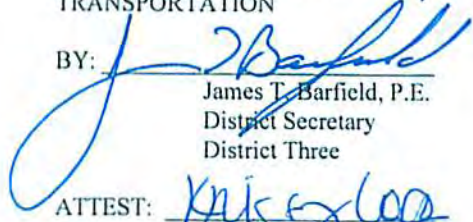
Signed and sealed  
in our presence



Witness  
Print Name: Barbie Potts

  
Witness  
Print Name: Vicky Williams

STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION

BY:   
James T. Barfield, P.E.  
District Secretary  
District Three

ATTEST:   
Krissy Cook  
Executive Secretary

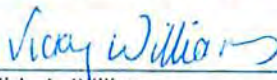
STATE OF FLORIDA  
COUNTY OF WASHINGTON

BEFORE ME, the undersigned authority, this day personally appeared, James T. Barfield, P.E. District Secretary, District Three and Krissy Cook Executive Secretary of the State of Florida Department of Transportation, respectively, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said State of Florida Department of Transportation, and the said instrument is the act and deed of said Department.

WITNESS my hand and official seal this 6<sup>th</sup> day of February, 2012.

(NOTARIAL SEAL)



  
Vicky L. Williams  
Notary Public in and for the  
County and State last aforesaid  
My commission expires 02/09/2014  
Commission # DD940774

ACCEPTANCE OF FDOT PROPERTY ON MOBILE HIGHWAY FOR PERDIDO RIVER BOAT RAMP PROJECT





ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT  
LWG 07/15/12 DISTRICT 1

-  FDOT PROPERTY TO BE CONVEYED TO COUNTY / APPROX. 1.044 ACRES
-  RECENTLY ACQUIRED COUNTY PROPERTY

# OLIVE ROAD EAST / ACCEPTANCE OF FDOT PARCEL FOR STORMWATER RETENTION



ESCAMBIA COUNTY PUBLIC  
WORKS DEPARTMENT  
LWG 07/15/12 DISTRICT 4

-  FDOT PARCEL / PARCEL 06-1S-29-1001-006-001 / APPROX. 3.5 ACRES
-  EXISTING COUNTY RETENTION POND PARCEL



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

**AI-3640**

**County Administrator's Report 10. 7.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/03/2013

**Issue:** Adoption of a Maintenance Map for a Portion of 69th Avenue in the Myrtle Grove Area

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Adoption of a Maintenance Map for a Portion of 69th Avenue in the Myrtle Grove Area - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the adoption of a Maintenance Map for a portion of 69th Avenue in the Myrtle Grove area, totaling approximately 4,000 feet in length:

A. Adopt a Maintenance Map prepared by Merrill Parker Shaw, Inc., Project Number 4489, for a portion of 69th Avenue, approximately 4,000 feet in length, lying between Lillian Highway and Fairfield Drive. This Map delineates the extent of County Maintenance to define County property in areas where the County maintains roads without having deeded right-of-way;

B. Approve said areas shown on the Map for continued maintenance, pursuant to Florida Statutes, Chapter 95.361; and

C. Authorize the Chairman or Vice Chairman to accept the Map as of the day of delivery of the Map to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute the Map for recording at that time.

The County has maintained a portion of 69th Avenue in the Myrtle Grove area, totaling approximately 4,000 feet in length, as depicted on the Map.

Chapter 95.361, Florida Statutes, asserts public ownership of certain rights-of-way maintained by the County. The Statute "Roads Presumed to be Dedicated" contains three key qualifications, any of which may provide Public ownership of the subject roads: (1) four years of uninterrupted maintenance, together with proof that the County originally constructed the road; (2) proof that the road was regularly maintained or repaired for the immediate past seven years by the County; or (3) a Map filed in the office of the Clerk of Court reciting that the road has been vested in the County in accordance with either items (1) or (2) above.

Map numbered 4489, Sheets 1 and 2, depicting the extent of County Maintenance, was produced under the supervision of the County Engineer. By signing the Map, the road Maintenance Supervisor has certified that the County has maintained the road for more than the



required seven years, and that the extent of maintenance shown is accurate. Based upon archived records and personal experience, Road Division staff acknowledges continuous maintenance for over seven years.

Upon approval by the Board, the Clerk of Court will file the Map in the Public Records, as described in Florida Statutes, Chapter 95.361.

**BACKGROUND:**

The County has maintained a portion of 69th Avenue in the Myrtle Grove area, totaling approximately 4000 feet in length, as depicted on the accompanying Map.

Chapter 95.361 Florida Statutes asserts public ownership of certain rights-of-way maintained by the County. The statute - Roads Presumed to be Dedicated – contains three key qualifications, any of which may provide Public ownership of the subject roads: (1) four years of uninterrupted maintenance, together with proof that the County originally constructed the road, (2) proof that the road was regularly maintained or repaired for the immediate past seven years by the County, or (3) a map filed in the office of the Clerk of Court reciting that the road has been vested in the County in accordance with either items (1) or (2) above.

Map numbered 4499, Sheets 1 and 2, depicting the extent of County Maintenance, were produced under the supervision of the County Engineer. By signing the Map, the road Maintenance Supervisor has certified that the County has maintained the road for more than the required seven years, and that the extent of maintenance shown is accurate. Based upon archived records and personal experience, Road Division staff acknowledge continuous maintenance for over seven years.

Upon approval by the Board, the Clerk of Court will file the Map in the Public Records, as described in Florida Statutes, Chapter 95.361.

This request is being brought forward due to a drainage and sidewalk project.

**BUDGETARY IMPACT:**

Indirect staff cost associated with field surveys and preparation of required documents and recommendation.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Specific Purpose Survey has been prepared and certified by E. Wayne Parker, Professional Land Surveyor, Florida Registration No. 3683. On December 10, 2012, Stephen West, Assistant County Attorney, stated that because the Map is a technical document rather than a legal document, it did not require legal sign off.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This Recommendation is based on the Board's policy of doing no Public maintenance on private property and on Florida Statutes Chapter 95.361. The Road Division retains maintenance documents, and has reviewed and approved the Maintenance Map.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval and execution, the Map will be filed by the Clerk with similar approved Road Maintenance Maps in the Public Records.

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**Attachments**

Florida Statutes 95 361

69th Avenue Maintenance Area Aerial Map

69th Ave Maintenance Map Sheet 1

69th Ave Maintenance Map Sheet 2

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Select Year:  

## The 2010 Florida Statutes

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[Title VIII](#)[Chapter 95](#)[View Entire Chapter](#)

LIMITATIONS

LIMITATIONS OF ACTIONS; ADVERSE POSSESSION

### 95.361 Roads presumed to be dedicated.—

(1) When a road, constructed by a county, a municipality, or the Department of Transportation, has been maintained or repaired continuously and uninterruptedly for 4 years by the county, municipality, or the Department of Transportation, jointly or severally, the road shall be deemed to be dedicated to the public to the extent in width that has been actually maintained for the prescribed period, whether or not the road has been formally established as a public highway. The dedication shall vest all right, title, easement, and appurtenances in and to the road in:

- (a) The county, if it is a county road;
- (b) The municipality, if it is a municipal street or road; or
- (c) The state, if it is a road in the State Highway System or State Park Road System,

whether or not there is a record of a conveyance, dedication, or appropriation to the public use.

(2) In those instances where a road has been constructed by a nongovernmental entity, or where the road was not constructed by the entity currently maintaining or repairing it, or where it cannot be determined who constructed the road, and when such road has been regularly maintained or repaired for the immediate past 7 years by a county, a municipality, or the Department of Transportation, whether jointly or severally, such road shall be deemed to be dedicated to the public to the extent of the width that actually has been maintained or repaired for the prescribed period, whether or not the road has been formally established as a public highway. This subsection shall not apply to an electric utility, as defined in s. [366.02\(2\)](#). The dedication shall vest all rights, title, easement, and appurtenances in and to the road in:

- (a) The county, if it is a county road;
- (b) The municipality, if it is a municipal street or road; or
- (c) The state, if it is a road in the State Highway System or State Park Road System,

whether or not there is a record of conveyance, dedication, or appropriation to the public use.

(3) The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has vested in the state, a county, or a municipality in accordance with subsection (1) or subsection (2) or by any other means of acquisition, duly certified by:

- (a) The secretary of the Department of Transportation, or the secretary's designee, if the road is a road in the State Highway System or State Park Road System;
- (b) The chair and clerk of the board of county commissioners of the county, if the road is a county road; or
- (c) The mayor and clerk of the municipality, if the road is a municipal road or street,

shall be prima facie evidence of ownership of the land by the state, county, or municipality, as the case may be.

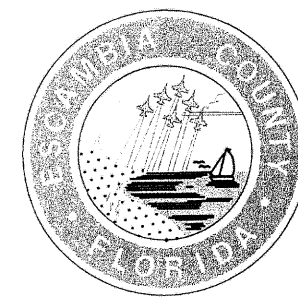
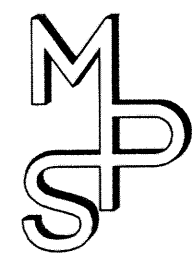
(4) Any person, firm, corporation, or entity having or claiming any interest in and to any of the property affected by subsection (2) shall have and is hereby allowed a period of 1 year after the effective date of this subsection, or a period of 7 years after the initial date of regular maintenance or repair of the road, whichever period is greater, to file a claim in equity or with a court of law against the particular governing authority assuming jurisdiction over such property to cause a cessation of the maintenance and occupation of the property. Such timely filed and adjudicated claim shall prevent the dedication of the road to the public pursuant to subsection (2).

(5) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

**History.**—s. 110, ch. 29965, 1955; ss. 23, 35, ch. 69-106; s. 23, ch. 74-382; s. 1, ch. 77-174; s. 3, ch. 88-168; s. 529, ch. 95-147; s. 54, ch. 2003-286; s. 14, ch. 2004-366.

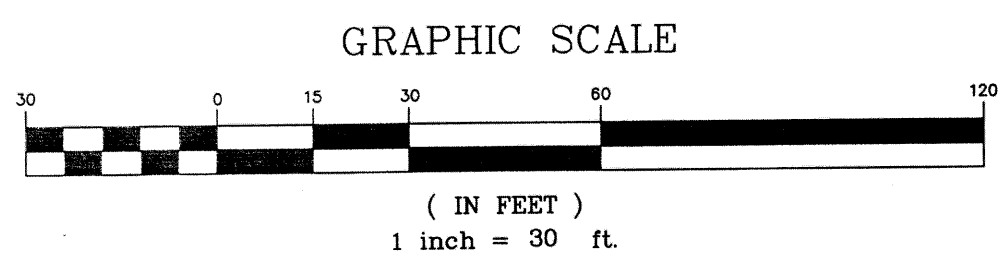
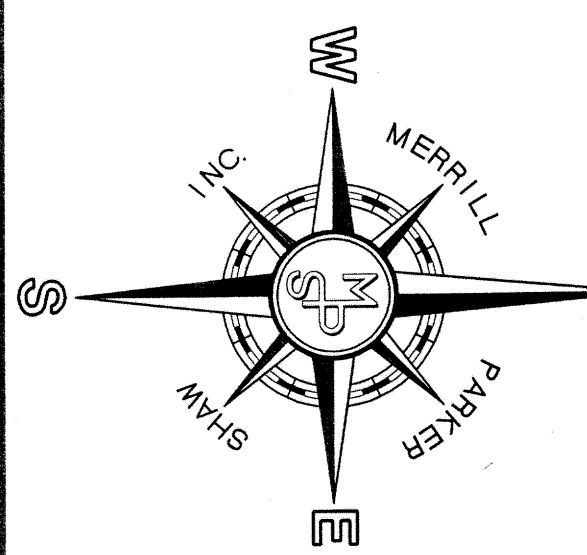
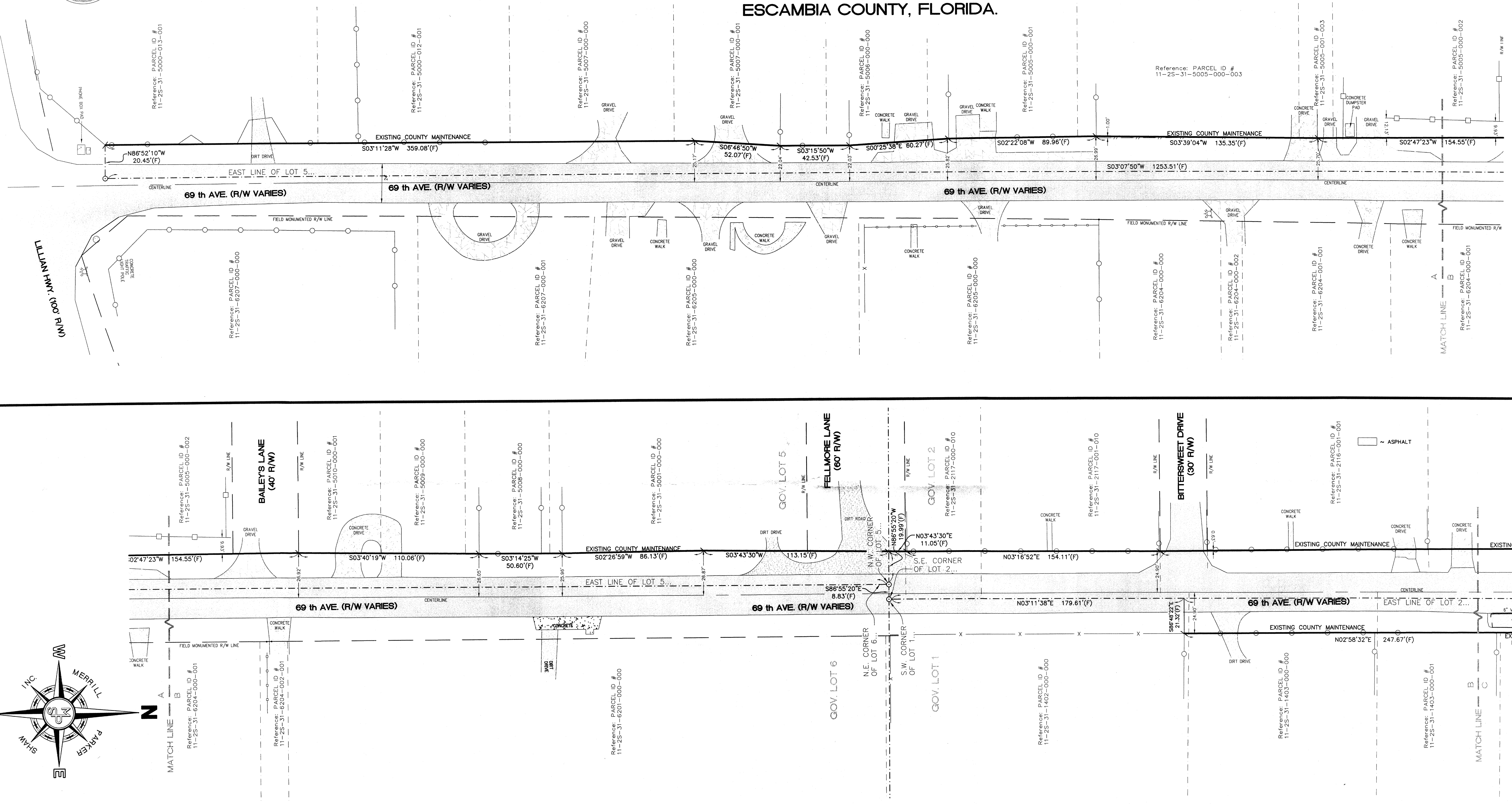
**Note.**—Former s. 337.31.





# SPECIFIC PURPOSE SURVEY

A PORTION OF SECTION 11,  
TOWNSHIP-2-SOUTH, RANGE-31-WEST,  
ESCAMBIA COUNTY, FLORIDA.



IN ACCORDANCE WITH SECTION 95.36(2), FLORIDA STATUTES, ESCAMBIA COUNTY HAS REGULARLY MAINTAINED OR REPAIRED FOR THE IMMEDIATE PAST 7 YEARS THE ROAD DESIGNATED HEREON AS "EXISTING COUNTY MAINTENANCE."

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS 13 DAY OF December, 2013, BY AARON SMITH, PROGRAM MANAGER FOR ESCAMBIA COUNTY PUBLIC WORKS BUREAU - ROADS DIVISION WHO MADE THE CERTIFICATION UNDER OATH AFTER FIRST BEING DULY SWORN. HE IS  PERSONALLY KNOWN TO ME, OR  HAS PRODUCED CURRENT \_\_\_\_\_ AS IDENTIFICATION.

Aaron Smith 12-13-12  
AARON SMITH DATE  
ESCAMBIA COUNTY PUBLIC WORKS BUREAU  
ROADS DIVISION  
CONSTRUCTION MAINTENANCE  
PROGRAM MANAGER

COMMISSION NUMBER: \_\_\_\_\_  
COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC  
Bernie W. Manning  
Bernie W. Manning  
Notary Public-State of FL  
Comm. Exp. May 31, 2014  
Comm. No. DD967622  
PRINT OR TYPE NAME

THE PROPERTY DEPICTED AS EXISTING COUNTY MAINTENANCE ON SHEET 1 AND 2 HAS BEEN VESTED IN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS PURSUANT TO THE PROVISIONS OF SECTION 95.361, FLORIDA STATUTES.

IN WITNESS WHEREOF, ESCAMBIA COUNTY, FLORIDA HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME BY ITS BOARD OF COUNTY COMMISSIONERS, ACTING BY THE CHAIR OF THE BOARD.

ESCAMBIA COUNTY, FLORIDA, BY AND THROUGH ITS DULY AUTHORIZED BOARD OF COUNTY COMMISSIONERS

GENE M. VALENTINO, CHAIRMAN

ATTEST: PAM CHILDERS  
CLERK OF THE CIRCUIT COURT

DEPUTY CLERK (SEAL)

FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT FOR THE COUNTY OF ESCAMBIA, STATE OF FLORIDA, IN ROAD PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

### SURVEYOR'S NOTES:

- 1) THE COORDINATES, NORTH ARROW AND BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM NORTH ZONE, LAMBERT PROJECTION RELATIVE TO NAD 83 (2007), USING THE ESCAMBIA COUNTY, FLORIDA, CONTROL MONUMENTS ESC 4103 AND ESC 4104.
- 2) THE BEARINGS AS SHOWN HEREON IS REFERENCED TO THE ASSUMED BEARING OF SOUTH 03 DEGREES 11 MINUTES 38 SECONDS WEST, ALONG THE EAST LINE OF GOVERNMENT LOT 2.
- 3) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHT-OF-WAYS, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT RIGHT OF WAY.
- 4) EXCEPT AS SHOWN HEREON ALL FENCES RUN ALONG THE COUNTY MAINTENANCE. THIS SPECIFIC PURPOSE SURVEY WAS PERFORMED FOR THE PURPOSE OF ESTABLISHING AND LOCATING THE LIMITS OF MAINTAINED RIGHT-OF-WAY AS IDENTIFIED BY ESCAMBIA COUNTY PUBLIC WORKS BUREAU - ROADS DIVISION FOR PORTIONS OF NORTH 69TH STREET. I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE SURVEY SHOWN HEREON IS A TRUE, ACCURATE AND COMPLETE DEPICTION OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON 10/2/12. I FURTHER CERTIFY THAT THE SURVEY SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

E. Wayne Parker 12/6/12  
E. WAYNE PARKER DATE  
PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NUMBER 3683 (SEAL)

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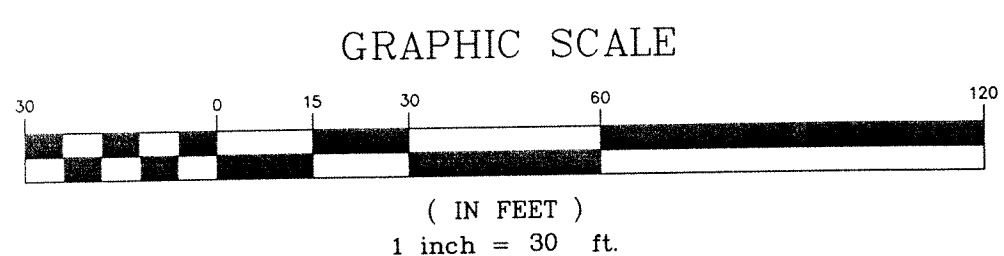
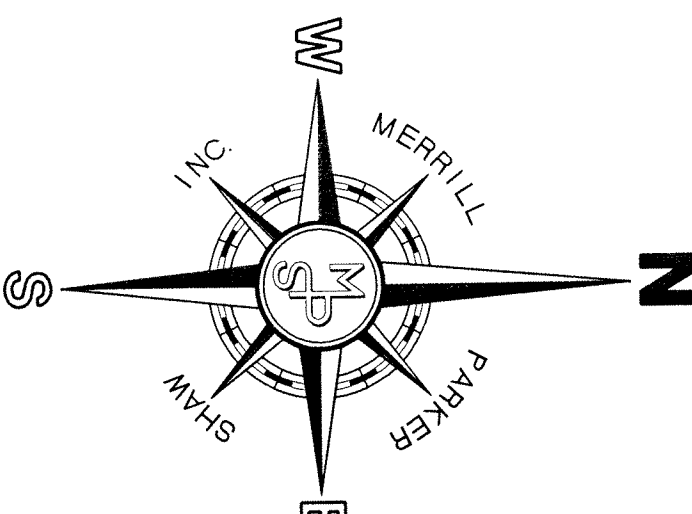
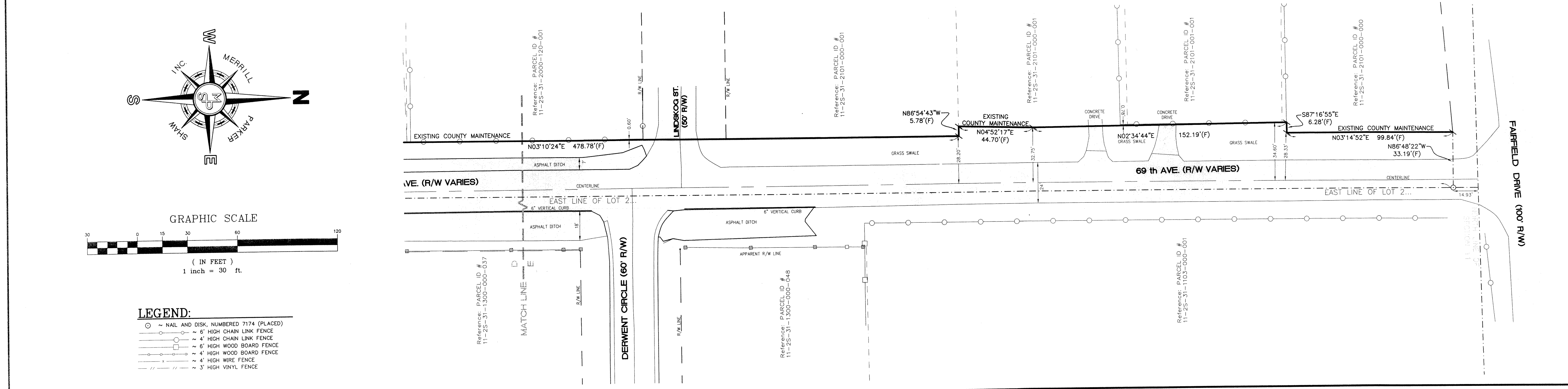
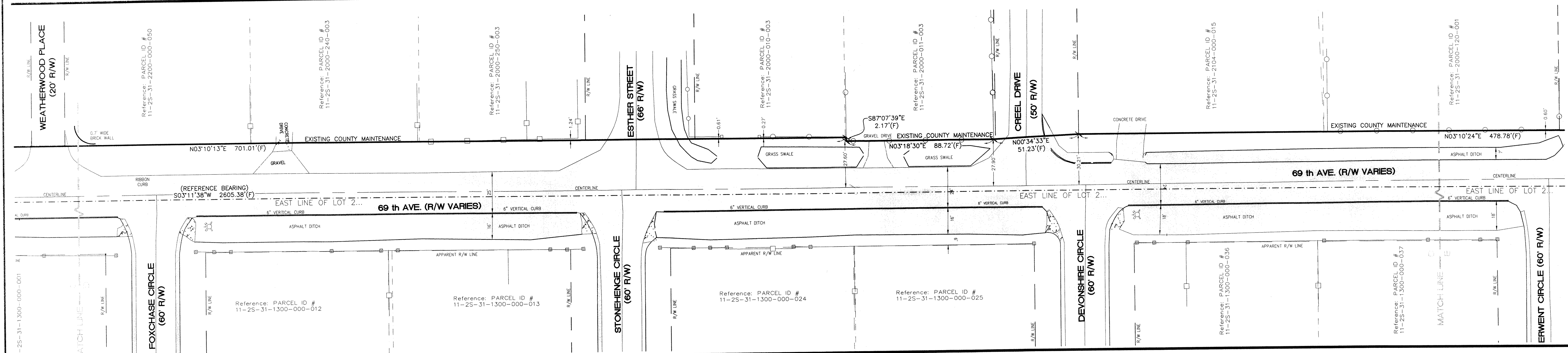
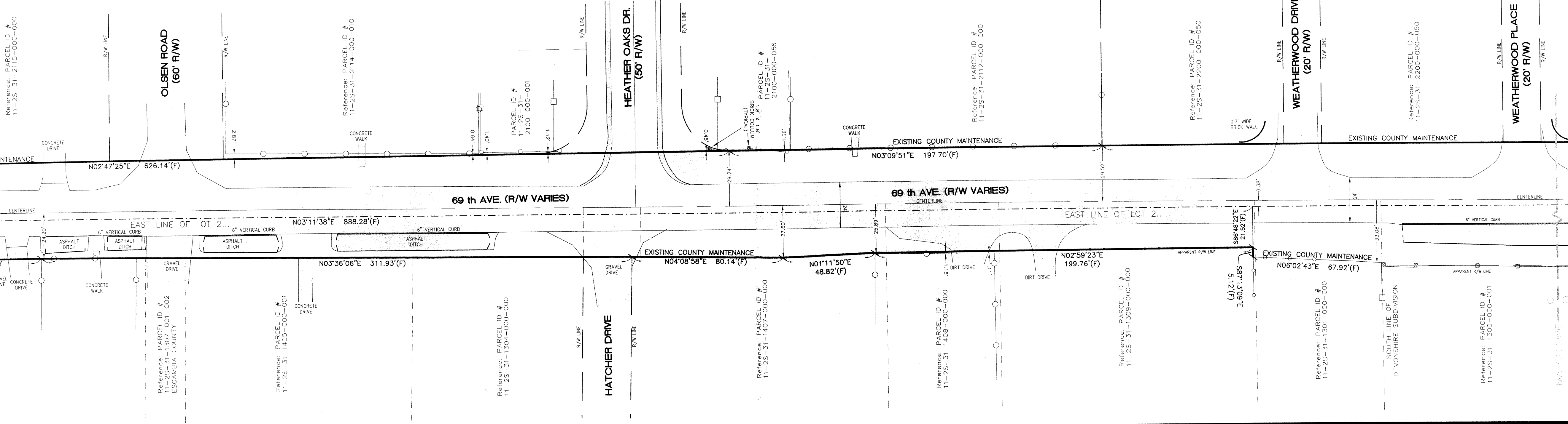
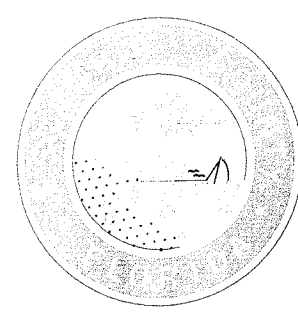
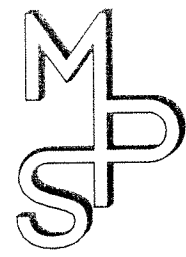
E. WAYNE PARKER, P.L.S. NO. 3683, CORPORATE NO. 7174, STATE OF FLORIDA

NO.	DATE	APPR.	REVISIONS:

MERRILL PARKER SHAW, INC.  
PROFESSIONAL ENGINEERING & SURVEYING SERVICES  
4638 N. DAVIS HWY. P.O. BOX 475-4830  
PENSACOLA, FL 32503 FLORIDA CORPORATION NUMBER 7174  
FAX: (850) 478-4824

SCALE: 1" = 30'  
DRAWN: AES  
CHECKED: EWP  
DATE: 11/7/12  
FIELD BOOK: 224, PAGE: 32  
FIELD DATE: 10/2/12

SPECIFIC PURPOSE SURVEY A PORTION OF SECTION 11, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.	
REQUESTED BY AND PREPARED FOR: ESCAMBIA COUNTY	
JOB NO. 4489	SHEET 1 OF 2



- LEGEND:**
- ~ NAIL AND DISK, NUMBERED 7174 (PLACED)
  - 6" HIGH CHAIN LINK FENCE
  - 4" HIGH CHAIN LINK FENCE
  - 4" HIGH WOOD BOARD FENCE
  - 4" HIGH WOOD BOARD FENCE
  - 4" HIGH WIRE FENCE
  - 3" HIGH VINYL FENCE

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E. WAYNE PARKER, P.L.S. NO. 3683, CORPORATE NO. 7174, STATE OF FLORIDA

REVISIONS:

NO.	DATE	APPR.

**MERRILL PARKER SHAW, INC.**  
 PROFESSIONAL ENGINEERING & SURVEYING SERVICES  
 4828 N. DAVIS HWY  
 PENSACOLA, FL 32503  
 PH: (850) 478-4823  
 FAX: (850) 478-4824  
 FLORIDA CORPORATION NUMBER 7174

DATE: 11/7/12  
 CHECKED: EWP  
 DRAWN: AES  
 SCALE: 1" = 30'  
 FIELD DATE: 10/2/12  
 FIELD BOOK: 224, PAGE: 32

SPECIFIC PURPOSE SURVEY  
 A PORTION OF SECTION 11,  
 TOWNSHIP-2-SOUTH, RANGE-31-WEST,  
 ESCAMBIA COUNTY, FLORIDA.

REQUESTED BY AND PREPARED FOR: ESCAMBIA COUNTY

JOB NO. 4489 SHEET 2 OF 2



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

**AI-3654**

**County Administrator's Report 10. 8.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/03/2013

**Issue:** Extension Council Appointment - Larry A. Daniel

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning an Appointment to the Escambia County Extension Council - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning an appointment to the Escambia County Extension Council:

A. Appoint Larry A. Daniel, replacing Julie Boutwell, for Mrs. Boutwell's remaining term of service, effective January 3, 2013, through November 30, 2014:

<u>ZONE</u>	<u>NAME AND ADDRESS</u>
6	Larry A. Daniel, 1504 Hunters Creek Dr., Cantonment, FL 32533

B. Request that the County Administrator's Office provide a letter of appointment to Larry A. Daniel and a letter of appreciation to Julie Boutwell.

**BACKGROUND:**

Chapter 67-1366, Laws of Florida, authorized establishment of a county extension council and division of the county into zones or districts by the Board of County Commissioners. Council members are appointed by the BCC, subject to the approval of the Florida Cooperative Extension Service.

Julie Boutwell was originally appointed in November 2010 for a two-year term and reappointed in November 2012 for a second two-year term. In October 2012, Mrs. Boutwell expressed a desire to not serve a second term due to a change in her employment and because of her young children, but agreed to be reappointed until such time that a suitable replacement could be found.

Larry A. Daniel was selected by the Nominating Committee through the Escambia County Extension Council. He resides in the zone coinciding with the appointment and has expressed an interest in and concern for programs of the Escambia County Extension Service. Mr. Daniel has agreed to serve if appointed. He was nominated without regard to race, color, creed, sex or national origin.



**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Per County Administrator's policy, attached is a copy of Mr. Daniel's resume for this appointment.

**IMPLEMENTATION/COORDINATION:**

After Board action is taken, the Extension Office will forward the BCC's recommendation to the Dean for Extension for consideration and approval.

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**Attachments**

ExtCouncilApptInfo-Larry Daniel

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Extension Council Nominee Information Sheet

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

How long have you been a resident of Escambia County? \_\_\_\_\_

Current employer & position. If retired, last employer	
--------------------------------------------------------	--

Educational Background	
------------------------	--

List any work with Extension Programs or Civic/Volunteer Groups	
-----------------------------------------------------------------	--

List any hobbies or activities involved with or pursuing	
----------------------------------------------------------	--

Anything else you would like to add	
-------------------------------------	--

E-mail address: \_\_\_\_\_



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

**AI-3659**

**County Administrator's Report 10. 9.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/03/2013

**Issue:** Provider Agreement with Alabama Medicaid for Escambia County EMS

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning an Alabama Medicaid Provider Agreement for Escambia County Emergency Medical Services - Michael D. Weaver, Public Safety Department Director

That the Board ratify the Chairman's signature on the Provider Agreement as a condition for Escambia County Board of County Commissioners/Escambia County EMS (Emergency Medical Services) to continue to participate as a Provider under the Alabama Medicaid Program with the provision that any litigation concerning any part of the Agreement shall be conducted in either the Circuit Court of Montgomery County, Alabama, or the United States District Court for the Middle District of Alabama, Northern Division.

**BACKGROUND:**

Escambia County EMS (ECEMS) has been enrolled as a provider with the Alabama Medicaid Program since 2002. Following a site visit by Alabama Medicaid, on November 13, 2012, ECEMS received notification that it must submit a Provider Agreement to "re-enroll" in order to continue its participation as a provider under that program. The ability to participate in Alabama Medicaid is of benefit to certain patients transported by ECEMS as a result of the Interlocal Agreement for the Provision of Emergency Medical Services between Escambia County (Alabama) Healthcare Authority and Escambia County, Florida. The area covered by that Agreement is that portion of Escambia County, Alabama, described as Flomaton, Alabama.

It was required that the Provider Agreement be returned to Alabama Medicaid not later than December 31, 2012. Timing of the site visit and resulting notification did not allow staff sufficient time to include a recommendation on the agenda of the regular meeting of the Board of County Commissioners held December 6, 2012.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has approved the Application as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires that agreements be approved by it.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

AL Medicaid Provider Agreement

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# PROVIDER AGREEMENT

Name of Provider: Escambia County Board of County Commissioners / Escambia County EMS

NPI: 1518960426

Medicaid ID: 210040403

As a condition for participation as a provider under the Alabama Medicaid Program (MEDICAID), the provider (Provider) agrees to comply with all terms and conditions of this Agreement.

## I. ALL PROVIDERS

### 1.1 Agreement and Documents Constituting Agreement.

A copy of the current *Alabama Medicaid Provider Manual* and the *Alabama Medicaid Administrative Code* has been or will be furnished to the Provider. This Agreement is deemed to include the applicable provisions of the State Plan, *Alabama Medicaid Administrative Code*, and *Alabama Medicaid Provider Manual*, as amended, and all State and Federal laws and regulations. If this Agreement is deemed to be in violation of any of said provisions, then this Agreement is deemed amended so as to comply therewith. Invalidity of any portion of this Agreement shall not affect the validity, effectiveness, or enforceability of any other provision. Provider agrees to comply with all of the requirements of the above authorities governing or regulating MEDICAID. Provider is responsible for ensuring that employees or agents acting on behalf of the Provider comply with all of the requirements of the above authorities.

### 1.2 State and Federal Regulatory Requirements.

1.2.1 Provider has not been excluded or debarred from participation in any program under Title XVIII (Medicare) or any program under Title XIX (Medicaid) under any of the provisions of Section 1128(A) or (B) of the Social Security Act (42 U.S.C. § 1320a-7), or Executive Order 12549. Provider also has not been excluded or debarred from participation in any other state or federal health-care program. Provider must notify MEDICAID or its agent within ten (10) business days of the time it receives notice that any action is being taken against Provider or any person defined under the provisions of Section 1128(A) or (B), which could result in exclusion from the Medicaid program

1.2.2 Provider agrees to disclose information on ownership and control, information related to business transactions, and information on persons convicted of crimes in accordance with 42 C.F.R. Part 455, Subpart B, and provide such information on request to MEDICAID, the Alabama Attorney General's Medicaid Fraud Control Unit, and/or the United States Department of Health and Human Services. Provider agrees to keep its application for participation in the Medicaid program current by informing MEDICAID or its agent in writing of any changes to the information contained in its application, including, but not limited to, changes in ownership or control, federal tax identification number, or provider business addresses, at least thirty (30) business days prior to making such changes. Provider also agrees to notify MEDICAID or its agent within ten (10) business days of any restriction placed on or suspension of the Provider's license or certificate to provide medical services, and Provider must provide to MEDICAID complete information related to any such suspension or restriction.

1.2.3 This Agreement is subject to all state and federal laws and regulations relating to fraud and abuse in health care and the Medicaid program. As required by 42 C.F.R. §431.107, Provider agrees to keep any and all records necessary to disclose the extent of services provided by the Provider to individuals in the Medicaid program and any information relating to payments claimed by the Provider for furnishing Medicaid services. Provider also agrees to provide, on request, access to records required to be maintained under 42 C.F.R. §431.107 and copies of those records free of charge to MEDICAID, its agent, the Alabama Attorney General's Medicaid Fraud Control Unit, and/or the United States Department of Health and Human Services. All such records shall be maintained for a period of at least three years plus the current year. However, if audit, litigation, or other action by or on behalf of the State of Alabama or the Federal Government has begun but is not completed at the end of the above time period, or if audit findings, litigation, or other action has not been resolved at the end of the above time period, said records shall be retained until resolution and finality thereof.

- 1.2.4 The Alabama Attorney General's Medicaid Fraud Control Unit, Alabama Medicaid Investigators, and internal and external auditors for the state/federal government and/or MEDICAID may conduct interviews of Provider employees, subcontractors and its employees, witnesses, and recipients without the Provider's representative or Provider's legal counsel present unless the person voluntarily requests that the representative be present. Provider's employees, subcontractors and its employees, witnesses, and recipients must not be coerced by Provider or Provider's representative to accept representation by the Provider, and Provider agrees that no retaliation will occur to a person who denies the Provider's offer of representation. Nothing in this agreement limits a person's right to counsel of his or her choice. Requests for interviews are to be complied with, in the form and the manner requested. Provider will ensure by contract or other means that its employees and subcontractors over whom the Provider has control cooperate fully in any investigation conducted by the Alabama Attorney General's Medicaid Fraud Control Unit and/or MEDICAID. Subcontractors are those persons or entities who provide medical goods or services for which the Provider bills the Medicaid program or who provide billing, administrative, or management services in connection with Medicaid-covered services.
- 1.2.5 Provider must not exclude or deny aid, care, service or other benefits available under MEDICAID or in any other way discriminate against a person because of that person's race, color, national origin, gender, age, disability, political or religious affiliation or belief. Provider must provide services to Medicaid recipients in the same manner, by the same methods, and at the same level and quality as provided to the general public.
- 1.2.6 Provider agrees to comply with all state and federal laws relating to the preparation and filing of cost reports, audit requirements, and inspection and monitoring of facilities, quality, utilization, and records.
- 1.2.7 Under no circumstances shall any commitments by MEDICAID constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of the Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. The Provider's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim against Medicaid with the Board of Adjustment for the State of Alabama.
- 1.2.8 In the event litigation is had concerning any part of this Agreement, whether initiated by Provider or MEDICAID, it is agreed that such litigation shall be had and conducted in either the Circuit Court of Montgomery County, Alabama, or the United States District Court for the Middle District of Alabama, Northern Division, according to the jurisdiction of those respective courts. This provision is not intended to, nor shall it operate to, enlarge the jurisdiction of either of said courts, but is merely an agreement and stipulation as to venue.

### **1.3 Claims and Encounter Data**

- 1.3.1 Provider agrees to submit claims for payment in accordance with billing guidelines and procedures promulgated by MEDICAID, including electronic claims. Provider certifies that information submitted regarding claims or encounter data will be true, accurate, complete, and that such information can be verified by source documents from which data entry is made by the Provider. Further, Provider understands that any falsification or concealment of a material fact may be prosecuted under state and/or federal laws.
- 1.3.2 Provider must submit encounter data required by MEDICAID or any managed care organization to document services provided, even if the Provider is paid under a capitated fee arrangement.
- 1.3.3 All claims or encounters submitted by Provider must be for services actually rendered by Provider. Physician providers must submit claims for services rendered by another in accordance with MEDICAID rules regarding providers practicing under physician supervision. Claims must be submitted in the manner and in the form set forth in the *Alabama Medicaid Provider Manual*, and within the time limits established by MEDICAID for submission of claims. Claims for payment or encounter data submitted by the provider to a managed care entity or MEDICAID are governed by the Provider's contract with the managed care entity. Provider understands and agrees that MEDICAID is not liable or responsible for payment for any Medicaid-covered services provided

under the managed care Provider contract, or any agreement other than this Medicaid Provider Agreement.

- 1.3.4 Federal and state law prohibits Provider from charging a recipient or any financially responsible relative or representative of the recipient for Medicaid-covered services, except where a copayment is authorized under the Medicaid State Plan. (42 C.F.R. §447.20). The provider (or its staff) must advise each recipient when MEDICAID payment will not be accepted prior to services being rendered, and the recipient must be notified of responsibility for the bill. The fact that Medicaid payment will not be accepted must be recorded in the recipient's medical record.
- 1.3.5 As a condition for eligibility for Medicaid benefits, a recipient assigns all rights to recover from any third party or any other source of payment to MEDICAID (42 C.F.R. §433.145 and §22-6-6.1, Code of Alabama 1975). Except as provided by MEDICAID's third-party recovery rules (*Alabama Medicaid Administrative Code*, Chapter 20), Provider agrees to accept the amounts paid under MEDICAID as payment in full for all covered services. (42 C.F.R. §447.15).
- 1.3.6 Provider must refund to MEDICAID any overpayments, duplicate payments, and erroneous payments which are paid to Provider by MEDICAID as soon as the payment error is discovered.
- 1.3.7 Provider has an affirmative duty to verify that claims and encounters are received by MEDICAID or its agent and implement an effective method to track submitted claims against payments made by MEDICAID.
- 1.3.8 MEDICAID'S obligation to make payments hereunder is subject to the availability of State and Federal funds appropriated for MEDICAID purposes. Further, MEDICAID'S obligation to make payments hereunder is and shall be governed by all applicable State and Federal laws and regulations. In no event shall the MEDICAID payment exceed the amount charged to the general public for the same service.
- 1.3.9 Provider shall not charge MEDICAID for services rendered on a no-cost basis to the general public.
- 1.3.10 Provider is prohibited from offering incentives (such as discounts, rebates, refunds, or other similar unearned gratuity or gratuities) other than an improvement(s) in the quality of service(s), for the purpose of soliciting the patronage of MEDICAID recipients. Should the Provider give a discount or rebate to the general public, a like amount shall be adjusted to the credit of MEDICAID on the MEDICAID claim form, or such other method as MEDICAID may prescribe. Failure to make a voluntary adjustment by the Provider shall authorize MEDICAID to recover same by then existing administrative recoupment procedures or legal proceedings.
- 1.3.11 Provider agrees and hereby acknowledges that payments made under this agreement are subject to review, audit adjustment and recoupment action. In the event that Provider acquires or has acquired ownership of another MEDICAID provider through transfer, sale, assignment, merger, replacement or any other method, whether or not a new Agreement is required, Provider shall be responsible for any unrecovered improper MEDICAID payments made to the previous provider. An indemnification agreement between Provider and the previous provider shall not affect MEDICAID'S right to recovery.
- 1.3.12 Provider agrees to comply with the provisions of the *Alabama Medicaid Provider Manual* regarding the transmission and receipt of electronic claims and eligibility verification data. Provider must verify that all claims submitted to MEDICAID or its agent are received and accepted. Provider is responsible for tracking claims transmissions against claims payments and detection and correcting all claims errors. If Provider contracts with third parties to provide claims and/or eligibility verification data from MEDICAID, the Provider remains responsible for verifying and validating all transactions and claims, and ensuring that the third party adheres to all client data confidentiality requirements.

## II. RECIPIENT RIGHTS

- 2.1. Provider must maintain the recipient's state and federal right of privacy and confidentiality to the medical and personal information contained in Provider's records.

2.2. The recipient must have the right to choose providers unless that right has been restricted by MEDICAID or by waiver of this requirement from CMS. The recipient's acceptance of any service must be voluntary.

2.2.1 The recipient must have the right to choose any qualified provider of family planning services.

### **III. ADVANCE DIRECTIVES - HOSPITAL, HOME HEALTH, HOSPICE, AND NURSING HOME PROVIDERS**

3.1 The provider shall comply with the requirements of §1902(w) of the Social Security Act (42 USC §1396a(w)) as described below:

3.1.1 Maintain written policies and procedures in respect to all adult individuals receiving medical care by or through the provider about patient rights under applicable state law to make decisions concerning medical care, including the right to accept or refuse medical or surgical treatment and the right to formulate advance directives;

3.1.2 Provide written information to all adult individuals on patient policies concerning implementation of such rights;

3.1.3 Document in the patient's medical record whether or not the individual has executed an advance directive;

3.1.4 Not condition the provision of care or otherwise discriminate against a patient based on whether or not he/she has executed an advance directive;

3.1.5 Ensure compliance with requirements of state law (whether statutory or recognized by the courts) concerning advance directives;

3.1.6 Provide (individually or with others) for education for staff and the community on issues concerning advance directives; and

3.1.7 Furnish the written information described above to adult individuals as required by law.

### **IV. TERM, AMENDMENT, AND TERMINATION**

This Agreement will be effective from the date all enrollment documentation has been received and verified until the date the Agreement is terminated by either party. This Agreement may be amended as required, provided such amendment is in writing and signed by both parties concerned. Either party may terminate this Agreement by providing the other party with fifteen (15) days written notice. MEDICAID may immediately terminate the Agreement for cause if the Provider is excluded from the Medicare or Medicaid programs for any reason, loses its licenses or certificates, becomes ineligible for participation in the Medicaid program, fails to comply with the provisions of this Agreement, or if the Provider is or may be placing the health and safety of recipients at risk. MEDICAID may terminate this Agreement without notice if the Provider has not provided services to Medicaid recipients in excess of five (5) claims or \$100.00 during the last fiscal year.

### **V. CIVIL RIGHTS COMPLIANCE**

Assurance is hereby given that in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 70b), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), the Americans with Disabilities Act of 1990, and the Regulations issued thereunder by the Department of Health and Human Services (45 CFR Parts 80, 84, and 90) no individual shall, on the ground of race, sex, color, creed, national origin, age, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or services by this institution.

### **VI. SIGNATURE AUTHENTICATION STATEMENT**

To the best of my knowledge, the information supplied on this document is accurate and complete and is hereby released to HP and the Alabama Medicaid Agency for the purpose of enrolling with Alabama Medicaid.

I hereby authorize, consent to, and request the release to the Alabama Medicaid Agency of any and all records concerning me, including, but not limited to, employment records, government records, and professional licensing records, and any other information requested by the Alabama Medicaid Agency for purposes of acting on my application to be an enrolled provider under the Alabama Medicaid program.



Signature of applicant (or an authorized representative if you are enrolling as a provider group/supplier)

1. 18 U.S.C. § 1001 authorizes criminal penalties against an individual who in any matter within jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or make any false, fictitious or fraudulent statements or representations, or makes any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry.

**Individual offenders are subject to fines of up to \$250,000 and imprisonment for up to five years. Offenders that are organizations are subject to fines of up to \$500,000. 18 U.S.C. § 3571 Section 3571(d) also authorizes fines of up to twice the gross gain derived by the offender if it is greater than the amount specifically authorized by the sentencing statute.**

2. Section 1128B(a)(1) of the Social Security Act authorizes criminal penalties against an individual who "knowingly and willfully makes or causes to be made any false statement or representation of a material fact in any application for any benefit or payment under a program under a Federal health care program. **The offender is subject to fines of up to \$25,000 and/or imprisonment for up to five years.**

3. The Civil False Claims Act, 31 U.S.C. § 3729 imposes civil liability, in part, on any person who:

- a) knowingly presents, or causes to be presented, to an officer or an employee of the United States Government a false or fraudulent claim for payment or approval;
- b) knowingly makes, uses, or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the Government; or
- c) conspire to defraud the Government by getting a false or fraudulent claim allowed or paid.

4. Section 1128B(a)(1) of the Social Security Act imposes civil liability, in part, on any person (including an organization, agency or other entity) that knowingly presents or causes to be presented to an officer, employee, or agent of the United States, or of any department or agency thereof, or of any State agency.

A claim that the Secretary determines is for a medical or other item or service that the person knows or should know:

- a) was not provided as claimed; and/or
- b) the claim is false or fraudulent.

**This provision authorizes a civil monetary penalty of up to \$10,000 per each item or service, an assessment of up to 3 times the amount claimed, and exclusion from participation in the Medicare program and State health care programs.**

5. The Government may assert common law claims such as "common law fraud," "money paid by mistake," and "unjust enrichment." Remedies include compensatory and punitive damages, restitution and recovery of the amount of the unjust profit.

**Board of County Commissioners  
Escambia County, Florida**

Provider Signature \_\_\_\_\_

(Must be an original signature)

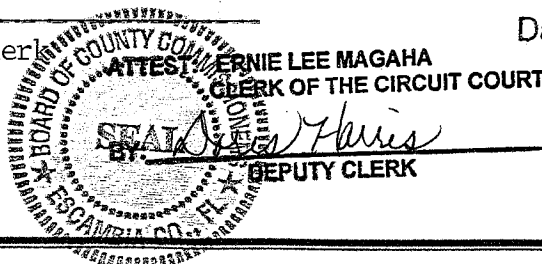
*Gene M. Valentino*  
**Gene M. Valentino, Chairman**

Date \_\_\_\_\_

*December 13, 2012*

ATTEST: Pam Childers  
Clerk of the Circuit Court

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



This document approved as to form and legal sufficiency.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Handwritten signature*  
*704*  
*12/12/12*



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

**AI-3643**

**County Administrator's Report 10. 10.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/03/2013

**Issue:** South Palafox Properties, LLC d/b/a Rolling Hills C&D Recycling Center Permit Renewal

**From:** Pat Johnson, Department Director

**Organization:** Solid Waste

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning South Palafox Properties, LLC, d/b/a Rolling Hills C&D Recycling Center Permit Renewal - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the scheduling of a Public Hearing for January 17, 2013, at 5:34 p.m., for consideration of the renewal of a Permit to Construct and/or Operate a Construction and Demolition Debris Facility, for South Palafox Properties, LLC, d/b/a Rolling Hills C&D Recycling Center, located at 6990 Rolling Hills Road, Pensacola, Florida.

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

**BACKGROUND:**

An application to renew a permit to operate in Escambia County was submitted to the Solid Waste Management Department by South Palafox Properties, LLC, d/b/a Rolling Hills C&D Recycling Center. This company has applied for a renewal of their Permit to Construct and/or Operate a Construction and Demolition Debris Facility.

The Escambia Code of Ordinances Chapter 82, stipulates that each entity must obtain a permit from the Solid Waste Management Department in order to operate an infill facility in Escambia County. The Department Director of Solid Waste Management has determined that the facility satisfies the permitting criteria for an infill facility. A copy of the proposed permit renewal is attached.

**BUDGETARY IMPACT:**

A Solid Waste Management Permit Application Fee of \$1,000.00 has been deposited into the Fund 401, Solid Waste, Account Number 343402.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office has reviewed the application for form and accuracy by legal signoff.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Ordinance 2006-24, enacted March 16, 2006, requires a permit to construct, operate, modify or close a construction and demolition debris or land clearing disposal management facility.

**IMPLEMENTATION/COORDINATION:**

Solid Waste Management will coordinate the advertising of the Public Hearing in the Pensacola News Journal. Following approval of the request, a Permit shall be issued and distributed accordingly.

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**Attachments**

Rolling Hills Permit Form

Renewal Application

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## Solid Waste Management Department

13009 Beulah Road  
Cantonment, FL 32533  
Phone: 850.937.2160

Patrick T. Johnson, Department Director

### Permit to Construct and/or Operate a Construction and Demolition Debris Facility

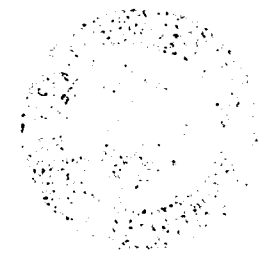
<b>Permittee:</b>	South Palafox Properties, LLC.
<b>Facility Name:</b>	Rolling Hills C&D Debris Facility
<b>Facility Type:</b>	Regional Infill Facility as Reclamation Activity for Borrow Pits Existing Prior to September 16, 2004
<b>File Number:</b>	2007-8-001CDD
<b>Original Date of Issue:</b>	August 16, 2007
<b>Renewal Date:</b>	January 17, 2013
<b>Expiration Date:</b>	January 16, 2014
<b>Development Review #:</b>	06061454
<b>Date:</b>	07/29/2007
<b>Total Acreage of Facility:</b>	145 Acres
<b>Total Area Licensed for Disposal:</b>	17 Acres

---

This permit is issued under the provision of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240 of the Escambia County Code of Ordinances. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Division of Solid Waste Management, hereinafter called Department, and made a part hereof and specifically described as follows:

IN RE: [Illegible]

[Illegible text]



[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

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[Illegible text]

COUNTY ATTORNEYS OFFICE  
14 DEC 2012  
AM 10:09

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To construct and operate a Regional Construction and Demolition Debris disposal facility located on Rolling Hills Road, approximately 200 feet south of Kemp Road in Escambia County Florida. Total area of the facility is 145 acres, including 22 acres of closed disposal area and an active licensed disposal area of 17 acres available for use as a reclamation activity for a borrow pit existing prior to September 16, 2004. This facility shall be operated in accordance with the permit application dated April 13, 2007 and the general and specific conditions required by this permit.

### **General Permit Conditions – All Facilities**

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are “permit conditions” and are binding and enforceable pursuant to the authority of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.
4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statutes, County and Department rules.
5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.
6. Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
  - a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
  - b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
  - c. Having access to and copying any records that must be kept under the conditions of this permit.
7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the

Department with the following information:

- a. A description of and cause of noncompliance, and
  - b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department, may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.
  9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.
  10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.
  11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.
  12. Permittee shall submit all comments or correspondence required by this permit to:

Patrick T. Johnson, Department Director  
Escambia County  
Solid Waste Management Department  
13009 Beulah Road  
Cantonment, FL 32533

Phone 850-937-2160  
E-mail [ptjohnson@myescambia.com](mailto:ptjohnson@myescambia.com)

Copy to:  
Brent Schneider  
Engineering and Environmental Quality Manager  
13009 Beulah Road  
Cantonment, FL 32533

Phone 850-937-2179  
E-mail [bdschneider@myescambia.com](mailto:bdschneider@myescambia.com)

**Specific Permit Conditions – Regional Infill Facilities as Reclamation Activity for Borrow Pits Existing Prior to September 16, 2004**

- 1. Facility Setback.**  
Footprint setback shall be a minimum of 500 feet from the property boundary and shall be maintained throughout the operational life of the facility. Setback shall be applicable to all permitted disposal areas including temporary storage and / or drop-off points, equipment storage or maintenance areas and entrance and exit points. Permittee may request a reduction in the facility setback through the Board of Adjustment (BOA).
- 2. Aerial and Vertical Height.**  
Aerial and vertical operational height shall be governed by the ability to view from adjacent properties. At no time shall the working or operational height exceed the permitted height or be visible from beyond the property line including materials stored for future disposal or recycling. Section 82-226(1)c.
- 3. Fencing and Access Control.**  
Fencing is required on all property boundaries. Any boundary that abuts developed property or a public road shall be fenced with a minimum of six (6) feet of wood or other Department approved material that prevents visible observation of the permitted disposal area. Vegetative buffering in sufficient quantity may be deemed a substitute for solid fencing. Entrance and exit points shall be equipped with gates and locks to prevent unauthorized access during periods when the facility is closed. Natural barriers may be used for access control in lieu of fencing where deemed appropriate by the Department.
- 4. Cover Material and Application**  
Cover shall be used at least bi-weekly on working faces in sufficient quantity and type to deprive debris of oxygen, to minimize the risk of fire and prevent emission of objectionable odors. Section 82.227. (1)(c).
- 5. Operational Hours**  
Operations are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. and Saturday 7:00 a.m. to 3:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are prohibited on Thanksgiving, Christmas, New Year's Day and July 4th.
- 6. Volume Reduction**  
Volume reduction is encouraged and may be accomplished by means of chipping, shredding, or otherwise processing the debris. Section 82-226(1)e.
- 7. Active Disposal Area**  
Construction and demolition debris facility "active areas" or "active licensed disposal areas" may not be within a regulatory floodplain or in areas not on the flood maps but known to be subject to flooding. Section 82-226(1)g.



- 8. Dust Suppression.**  
Active dust suppression is required to prevent dust migration off site. Section 82.227. (1)(d)
- 9. Nuisance**  
No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, so as to constitute a nuisance as defined in county ordinance 2006-24. Section 82.225 (cc) and Section 82.227. (1) (b).
- 10. Queuing**  
Queuing or staging of vehicles, containers, or equipment on public roads or rights of way is prohibited.
- 11. Commercial General Liability Coverage**  
The Permittee shall maintain Commercial General Liability insurance with One Million Dollars (\$1,000,000.00) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operation, contractual liability and all additional requirements as specified in Section 82-233.
- 12. Litter, Sediment and Traffic Control; Road Maintenance.**  
The Permittee shall be responsible for maintaining the full length of road frontage and additional length of adjacent roadway as listed below, free from all litter and sediment generated as a result of transporting material into or out of the facility and all additional requirements as specified in Section 82.234. The Permittee shall notify the Department on any modification or change to the existing entrance or the installation of alternate entrances or exits prior to use.

Full road frontage of Rolling Hills Road between Hampton Road and Bedford Lane, to include 800' west on Kemp Road.
- 13. Abatement Procedures**  
Permittee shall consent to imposition of summary abatement procedures as hereinafter set forth in County Ordinance 2006-24, Section 82-240.
- 14. Required Reports**  
Permittee shall submit semi-annual reports of tonnage of material received, average number of disposal vehicles enter the facility per month and remaining capacity.
- 15. Permit Renewals**  
Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.
- 16. Permittee shall comply with all Standard and Special Project Conditions stipulated in the Site Plan Development Order, dated June 27, 2007.**

The permanent Department identification for this facility is 2007-8-001CDD. Please cite this number on all reports and correspondence concerning this facility. The Department telephone number for reporting emergencies is:

Monday – Friday: 850.937.2160  
Weekends/Holidays: 850.937.2182

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

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

This document approved as to form  
and legal sufficiency

By: \_\_\_\_\_

Title: ASST. COUNTY ATTORNEY

Date: DEC. 17, 2012

BCC Approved: \_\_\_\_\_

BOCC Authorization Date: \_\_\_\_\_

Permit Issue Date: January 17, 2013

Permit Expiration Date: January 16, 2014

Issuing Officer: Patrick T. Johnson, Department Director  
Solid Waste Management Department

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_



ESCAMBIA COUNTY

DEPARTMENT OF SOLID WASTE MANAGEMENT

APPLICATION FOR A PERMIT TO CONSTRUCT,  
OPERATE, MODIFY OR CLOSE A  
CONSTRUCTION AND DEMOLITION DEBRIS  
OR LAND CLEARING DISPOSAL  
MANAGEMENT FACILITY

**RECEIVED**

NOV 05 2012

SOLID WASTE  
MANAGEMENT

April 13, 2006

**Escambia County**  
**Department of Solid Waste Management**  
**APPLICATION FOR A PERMIT TO CONSTRUCT,**  
**OPERATE, MODIFY OR CLOSE A C&DD WASTE MANAGEMENT FACILITY**

A. GENERAL INFORMATION

1. Type of facility (check all that apply):

- Regional
- Rural
- Infill
- Transfer
- Land Clearing Debris (LCD)

2. Type of application:

- Construction
- Operation
- Construction/Operation
- Closure

3. Classification of application:

- New
- Renewal
- Substantial Modification
- Intermediate Modification
- Minor Modification

4. Facility name: Rolling Hills C&D Recycling Center

5. ID Number: NWD/17/0003133

6. Facility location (main entrance): 6990 Rolling Hills Rd

Pensacola, FL 32505

7. Location coordinates:

Section: 26 Township: 1S Range: 30W

Latitude: 30 ° 29 ' 17 " Longitude: 87 ° 16 ' 20 "

8. Applicant name (operating authority): South Palafox Properties, LLC

Mailing address: 6990 Rolling Hills Rd Pensacola Escambia 32505  
Street or P.O. Box City County Zip

Contact person: Charlie Davidson Telephone: (850) 477.2687

Title: Director Email: c.davidson@rollinghillscd.com

9. Authorized agent/consultant: Enviro Pro Tech

Mailing address: 8 E. Quintette Rd, Suite B Cantonment Escambia 32533  
Street or P.O. Box City County Zip

Contact person: Barry Long Telephone: ( 850 ) 587.5588

Title: Professional Geologist Email: b'ong@eptpensacola.com

10. Landowner (if different than applicant): N/A

Mailing address: N/A  
Street or P. O. Box City County Zip

Contact person: N/A Telephone: ( )

Email: N/A

11. Date site will be ready to be inspected for completion: currently operating

12. Expected life of the facility: to be determined years

13. Estimated costs:

Total Construction: \$ N/A Closing Costs: \$ 640,740.45

14. Anticipated construction starting and completion dates:

From: N/A To: N/A

15. Expected volume or weight of waste to be received: 1000 yds<sup>3</sup>/day.

B. DISPOSAL FACILITY GENERAL INFORMATION

1. Provide brief description of disposal facility design and operations planned under this application:

attached

attached

attached

attached

2. Facility site supervisor: Kevin Parsley

Title: Director of Operations Telephone: ( 850 ) 477.2687

Email: kevin@rollinghillscd.com

3. Disposal area: Total 145 acres; Used 22 acres; Available 17 acres

4. Security to prevent unauthorized use:  Yes  No

5. Charge for waste received: 4.25 \$/yds<sup>3</sup> \_\_\_\_\_ \$/ton

6. Surrounding land use, zoning:

<input checked="" type="checkbox"/>	Residential	<input type="checkbox"/>	Industrial
<input type="checkbox"/>	Agricultural	<input type="checkbox"/>	None
<input type="checkbox"/>	Commercial	<input type="checkbox"/>	Other Describe: _____

7. Types of waste received:

C & D debris  Land Clearing Debris

8. Attendant:  Yes  No Trained operator:  Yes  No

9. Spotters:  Yes  No Number of spotters used: minimum 2

10. Site located in:  Floodplain  Wetlands  Other upland

11. Property recorded as a Disposal Site in County Land Records:  Yes  No

12. Days of operation: 6

13. Hours of operation: M-F, 7-5; S. buy appl

14. Days Working Face covered: Wkly

15. Elevation of water table: 58-65 Ft. (NGVD 1929)

16. Storm Water:

Collected:  Yes  No

Type of treatment: Retention

Name and Class of receiving water: N/A

17. Required submittals for issuance of permit.

- a. Boundary survey signed and seal by a registered Florida surveyor.
- b. Site Plan - Provide a site plan, at a scale not greater than 200 feet to the inch, which shows the facility location and identifies the proposed waste and final residue storage areas, total acreage of the site, and any other features which are relevant to the prohibitions or location restrictions such as water bodies or wetlands on or within 500 feet of the site, and potable water wells on or within 1000 feet of the site.
- c. Operational Plan - Provide an operation plan for the facility which includes: (1) a description of general facility operations, the number of personnel responsible for the operations including their respective job descriptions, and the types of equipment that will be used at the facility; (2) procedures to ensure any unauthorized wastes received at the site will be properly managed; (3) a contingency plan to cover operation interruptions and emergencies such as fires, explosions, or natural disasters; (4) procedures to ensure operational records needed for the facility will be adequately prepared and maintained; and (5) procedures to ensure that the wastes and final residue will be managed to not be expected to cause pollution.

18. Development Review Committee process completed.

No  Yes

Date: 6/27/07

Project Number: 06061454

19. Development Order issued.

No  Yes

Date: 6/27/07

C. CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER

1. Applicant:

The undersigned applicant or authorized representative of South Palafox Properties is aware that statements made in this form and attached information are an application for a C&D Debris Permit from the Department of Solid Waste Management and certifies that the information in this application is true, correct and complete to the best of his/her knowledge and belief. Further, the undersigned agrees to comply with the provisions of County Ordinance 2006-24 and all rules and regulations of the Department. It is understood that the Permit is not transferable, and the Department will be notified prior to the sale or legal transfer of the permitted facility.

Charlie Davidson  
Signature of Applicant or Agent

Charlie Davidson  
Name and Title (please type)

c.davidson@rollinghillscd.com  
E-mail address (if available)

6990 Rolling Hills Rd  
Mailing Address

Pensacola, FL 32505  
City, State, Zip Code

(850) 477.2687  
Telephone Number

Attach letter of authorization if agent is not a governmental official, owner, or corporate officer.

2. Professional Engineer registered in Florida (or Public Officer if authorized under Sections 403.707 and 403.7075, Florida Statutes):

This is to certify that the engineering features of this C & DD waste management facility have been designed/examined by me and found to conform to engineering principles applicable to such facilities. In my professional judgment, this facility, when properly maintained and operated, will comply with all applicable statutes of the State of Florida and rules of the Department. It is agreed that the undersigned will provide the applicant with a set of instructions of proper maintenance and operation of the facility.

Michael N. Keethler  
Signature

Michael N. Keethler, P.E.  
Name and Title (please type)

53263  
Florida Registration Number  
(Please affix seal)

8 E. Quintette Rd, Suite B  
Mailing Address

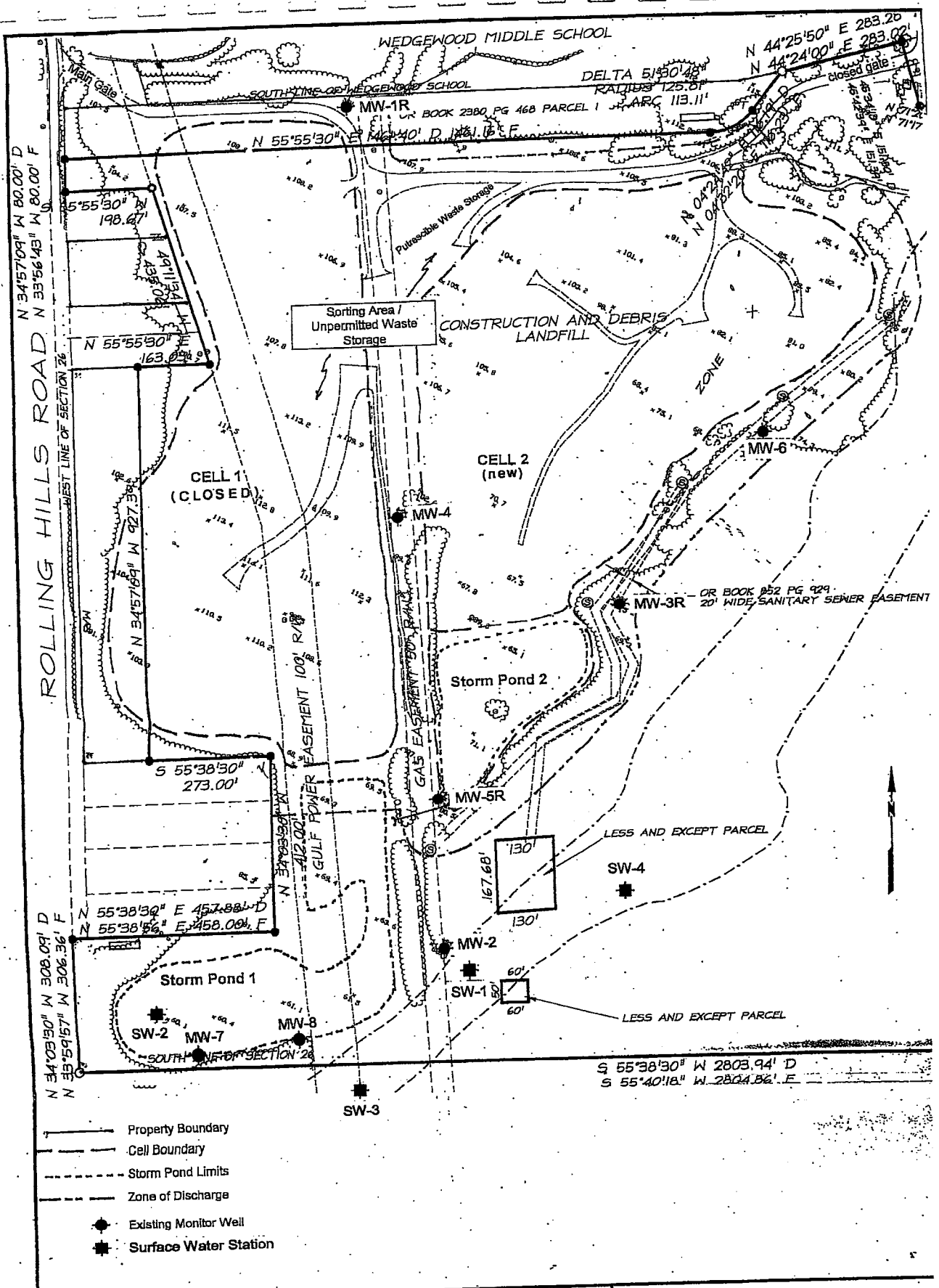
Cantonment, FL, 32533  
City, State, Zip Code

mkeethler@EPT Pensacola.com  
Email Address (if applicable)

(850) 587-5588  
Telephone Number

10/29/2012  
Date





ROLLING HILLS C&D DEBRIS DISPOSAL FACILITY  
 ESCAMBIA COUNTY, FLORIDA  
 PROJECT NO. 07PNSOU8901E

FIGURE 2  
 SITE MAP  
 Section 26, T 1 S, R 30 W  
 SCALE: 1" = 200'



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

**AI-3644**

**County Administrator's Report 10. 11.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/03/2013

**Issue:** Sand & Dirt, Inc. d/b/a Brickton Borrow Pit/LCD Facility Permit

**From:** Pat Johnson, Department Director

**Organization:** Solid Waste

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Sand & Dirt, Inc., d/b/a Brickton Borrow Pit /LCD Facility Permit - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the scheduling of a Public Hearing for January 17, 2013, at 5:35 p.m., for consideration of the issuance of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility, for Sand & Dirt, Inc., d/b/a Brickton Borrow Pit/LCD Facility, located at 8800 North Highway 29, Molino, Florida.

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

**BACKGROUND:**

An application to obtain a permit to operate in Escambia County was submitted to the Solid Waste Management Department by Sand & Dirt, Inc. d/b/a Brickton Borrow Pit/LCD Facility. This company has applied for a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility.

The Escambia Code of Ordinances Chapter 82, stipulates that each entity must obtain a permit from the Solid Waste Management Department in order to operate an infill facility in Escambia County. The Department Director of Solid Waste Management has determined that the facility satisfies the permitting criteria for an infill facility. A copy of the proposed permit is attached.

**BUDGETARY IMPACT:**

A Solid Waste Management Permit Application Fee of \$1,500.00 has been deposited into the Fund 401, Solid Waste, Account Number 343402.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office has reviewed the application for form and accuracy by legal signoff.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Ordinance 2006-24, enacted March 16, 2006, requires a permit to construct, operate, modify or close a construction and demolition debris or land clearing disposal management facility.

**IMPLEMENTATION/COORDINATION:**

Solid Waste Management will coordinate the advertising of the Public Hearing in the Pensacola News Journal. Following approval of the request, a Permit shall be issued and distributed accordingly.

---

**Attachments**

Brickton BP Permit Stamped

Brickton Borrow Pit Application

Brickton DRC Approval

---



## **Solid Waste Management Department**

13009 Beulah Road  
Cantonment, FL 32533  
Phone: 850.937.2160

**Patrick T. Johnson, Department Director**

# **Permit to Construct and/or Operate a Land Clearing Disposal Management Facility**

<b>Permittee:</b>	<b>Sand &amp; Dirt, Inc., C. R. Campbell, Sr. Pres.</b>
<b>Facility Name:</b>	<b>Brickton Borrow Pit/LCD Facility</b>
<b>Facility Type:</b>	<b>In-fill facility as reclamation activity for borrow pits existing prior to September 16, 2004</b>
<b>File Number:</b>	<b>2013-1-001LCD</b>
<b>Original Date of Issue:</b>	<b>January 17, 2013</b>
<b>Renewal Date:</b>	<b>-----</b>
<b>Expiration Date:</b>	<b>January 16, 2014</b>
<b>Development Review #:</b>	<b>PSP120200016</b>
<b>Date:</b>	<b>May 16, 2012</b>
<b>Total Acreage of Facility:</b>	<b>33.04 Acres</b>
<b>Total Area Licensed for Disposal:</b>	<b>33.04 Acres</b>

---

This permit is issued under the provision of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240 of the Escambia County Code of Ordinances. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Division of Solid Waste Management, hereinafter called Department, and made a part hereof and specifically described as follows:

STATE OF TEXAS  
COUNTY OF [illegible]



[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

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[illegible text]

[illegible text]

[illegible text]

[illegible text]

COUNTY ATTORNEYS OFFICE  
14 DEC 2012  
AM 10:08

[illegible text]

To operate a Land Clearing Debris Disposal Facility located on a 33.04-acre site on 8800 N. Highway 29, Molino, FL in Escambia County, Florida. Operation of the facility shall be in accordance with the permit renewal application received and the general and specific conditions required in this permit.

### **General Permit Conditions – All Facilities**

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are “permit conditions” and are binding and enforceable pursuant to the authority of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.
4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statutes, County and Department rules.
5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.
6. Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
  - a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
  - b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
  - c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:
  - a. A description of and cause of noncompliance, and
  - b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department , may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.
9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.
10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.
11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.
12. Permittee shall submit all comments or correspondence required by this permit to:

**Patrick T. Johnson, Department Director**  
Solid Waste Management  
13009 Beulah Road  
Cantonment, FL 32533

Phone 850-937-2160  
E-mail [Pat\\_Johnson@co.escambia.fl.us](mailto:Pat_Johnson@co.escambia.fl.us)

Copy to:

**Doyle O. Butler**  
Engineering Project Coordinator  
Department of Solid Waste Management  
13009 Beulah Road  
Cantonment, FL 32533

Phone 850-937-2160  
E-mail [DOBUTLER@co.escambia.fl.us](mailto:DOBUTLER@co.escambia.fl.us)

## **Specific Permit Conditions – Infill Facilities**

### **1. Facility Setback.**

Footprint setback shall be a minimum of 100 feet from the property boundary and shall be maintained throughout the operational life of the facility. Setback shall be applicable to all permitted disposal areas including temporary storage and / or drop-off points, equipment storage or maintenance areas and entrance and exit points. Section 82.226. (3)(c).

### **2. Aerial and Vertical Height.**

Aerial and vertical height shall be limited to the average grade before commencement of operations with allowance for closure and capping to promote positive drainage and prevent ponding and stormwater intrusion into the debris pile. Section 82.226. (3)(d).

### **3. Fencing and Access Control.**

Fencing is required on all property boundaries. Any boundary that abuts developed property or a public road shall be fenced with a minimum of six (6) feet of wood or other Department approved material that prevents visible observation of the permitted disposal area. Vegetative buffering in sufficient quantity may be deemed a substitute for solid fencing. Entrance and exit points shall be equipped with gates and locks to prevent unauthorized access during periods when the facility is closed. Natural barriers may be used for access control in lieu of fencing where deemed appropriate by the Department. Section 82.227. (3)(a).

### **4. Cover Material and Application**

Cover shall be used at least bi-weekly on working faces in sufficient quantity and type to deprive debris of oxygen, to minimize the risk of fire and prevent emission of objectionable odors. Section 82.227. (3)(b).

### **5. Operational Hours**

Operational hours for receiving materials are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. Saturday hours will be limited to 7:00 a.m. until 3:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are prohibited on Thanksgiving, Christmas, New Year's Day and July 4<sup>th</sup>. Section 82.227. (3)(e).

### **6. Volume Reduction**

Volume reduction may *not* be accomplished by means of chipping, shredding, or otherwise processing the debris. Volume reduction may only occur by picking or removing recyclables from the waste stream prior to disposal. Section 82.227. (3)(d).

### **7. Dust Suppression.**

Active dust suppression is required to prevent dust migration off site. Section 82.227. (3)(f).

### **8. Nuisance**

No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, so as to constitute a



nuisance as defined in county ordinance 2006-24. Section 82.225 (cc) and Section 82.227. (3)(c).

**9. Queuing**

Paved queuing and ingress and egress areas are provided by operator/owner; thus, queuing or staging of vehicles, containers, or equipment on public roads or rights of way is prohibited. Section 82.227. (3)(g).

**10. Commercial General Liability Coverage**

The Permittee shall maintain Commercial General Liability insurance with One Million Dollars (\$1,000,000.00) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operation, contractual liability and all additional requirements as specified in Section 86-233.

**11. Litter, Sediment and Traffic Control; Road Maintenance.**

The Permittee shall be responsible for maintaining the full length of road frontage and additional length of adjacent roadway as listed below, free from all litter and sediment generated as a result of transporting material into or out of the facility and all additional requirements as specified in Section 82.234.

**8800 N Highway 29, Molino, FL., 0.5 miles either side of facility entrance.**

**12. Abatement Procedures**

Permittee shall consent to imposition of summary abatement procedures as hereinafter set forth in County Ordinance 2006-24, Section 82-240.

**13. Required Reports**

Permittee shall submit quarterly reports of tonnage of material received, average number of disposal vehicles enter the facility per month and remaining capacity.

**14. Permit Renewals**

Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is 2013-1-001LCD. Please cite this number on all reports and correspondence concerning this facility. The Department telephone number for reporting emergencies is:

Monday – Friday: 850.937.2160  
Weekends/Holidays: 850.937.2182

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

By: \_\_\_\_\_  
Gene M. Valentino, Chairman

**ATTEST: PAM CHILDERS  
Clerk of the Circuit Court**

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

This document approved as to form  
and legal sufficiency.

By: \_\_\_\_\_  
*[Signature]*

Title: ASSR. COUNTY ATTORNEY

Date: DEC. 17, 2012

BCC Approved: \_\_\_\_\_

BOCC Authorization Date: \_\_\_\_\_

Permit Issue Date: January 17, 2013

Permit Expiration Date: January 16, 2014

Issuing Officer: Patrick T. Johnson  
Department Director, Solid Waste Management

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Escambia County  
Department of Solid Waste Management  
APPLICATION FOR A PERMIT TO CONSTRUCT,  
OPERATE, MODIFY OR CLOSE A C&D WASTE MANAGEMENT FACILITY**

**RECEIVED**  
MAY 10 2012  
SOLID WASTE  
MANAGEMENT

A. GENERAL INFORMATION

1. Type of facility (check all that apply):

- Regional
- Rural
- Infill
- Transfer
- Land Clearing Debris (LCD)

2. Type of application:

- Construction
- Operation
- Construction/Operation
- Closure

3. Classification of application:

- |                                         |                                                    |
|-----------------------------------------|----------------------------------------------------|
| <input checked="" type="checkbox"/> New | <input type="checkbox"/> Substantial Modification  |
| <input type="checkbox"/> Renewal        | <input type="checkbox"/> Intermediate Modification |
|                                         | <input type="checkbox"/> Minor Modification        |

4. Facility name: Brickton Borrow Pit/ LCD Facility

5. ID Number: 223N313301000000

6. Facility location (main entrance): Highway 29 at Morgan Cemetery Road

7. Location coordinates:

Section: 22 Township: 3N Range: 31W

Latitude: 30 ° 45 ' 20 " Longitude: 87 ° 20 ' 15 "

8. Applicant name (operating authority): Sand & Dirt, Inc. C.R. Campbell, Sr.  
President

Mailing address: 10391 Old Dairy Lane Pensacola, FL 32534  
Street or P.O. Box City County Zip

Contact person: C.R. Campbell, Sr. Telephone: (850) 380-9441

Title: Operator Email: traciredwine@bellsouth.net

9. Authorized agent/consultant: W.R. Ward PE

Mailing address: 9909 N. Cove Ave. Pensacola, FL 32534  
Street or P.O. Box City County Zip

Contact person: W.R. Ward Telephone: (850) 698-0143

Title: engineer Email: wardr41@yahoo.com

10. Landowner (if different than applicant): same

Mailing address: 10391 Old Dairy Lane Pensacola, FL 32534  
Street or P. O. Box City County Zip

Contact person: C.R. Campbell, Sr. Telephone: (850) 380-9441

Email: traciredwine@bellsouth.net

11. Date site will be ready to be inspected for completion: 5/01/2013

12. Expected life of the facility: 20 years

13. Estimated costs:

Total Construction: \$ 65,000.00 Closing Costs: \$ 21,000.000

14. Anticipated construction starting and completion dates:

From: 5/01/2012 To: 6/01/2032

15. Expected volume or weight of waste to be received: 12 yds<sup>3</sup>/day.

B. DISPOSAL FACILITY GENERAL INFORMATION

1. Provide brief description of disposal facility design and operations planned under this application:

As the borrow pit excavation progresses land clearing debris will be used if available to backfill around the perimeter of the pit. The middle of the pit will remain open.

2. Facility site supervisor: C.R. Campbell, Sr.

Title: owner/operator Telephone: (850) 38-9441

Email: traciredwine@bellsouth.net

3. Disposal area: Total 9 acres; Used 0 acres; Available 9 acres

4. Security to prevent unauthorized use:  Yes  No

5. Charge for waste received: \_\_\_\_\_ \$/yds<sup>3</sup> \_\_\_\_\_ \$/ton

6. Surrounding land use, zoning: VAG1

Residential  Industrial  
 Agricultural  None  
 Commercial  Other Describe: \_\_\_\_\_

7. Types of waste received:

C & D debris  Land Clearing Debris

8. Attendant:  Yes  No Trained operator:  Yes  No

9. Spotters:  Yes  No Number of spotters used: 1

10. Site located in:  Floodplain  Wetlands  Other uplands

11. Property recorded as a Disposal Site in County Land Records:  Yes  
 No

12. Days of operation: Monday-Saturday

13. Hours of operation: \_\_\_\_\_

14. Days Working Face covered: 7

15. Elevation of water table: 92 Ft. (NGVD 1929)

16. Storm Water:

Collected:  Yes  No

Type of treatment: percolation

Name and Class of receiving water: groundwater

17. Required submittals for issuance of permit.

- a. Boundary survey signed and seal by a registered Florida surveyor.
- b. Site Plan - Provide a site plan, at a scale not greater than 200 feet to the inch, which shows the facility location and identifies the proposed waste and final residue storage areas, total acreage of the site, and any other features which are relevant to the prohibitions or location restrictions such as water bodies or wetlands on or within 500 feet of the site, and potable water wells on or within 1000 feet of the site.
- c. Operational Plan - Provide an operation plan for the facility which includes: (1) a description of general facility operations, the number of personnel responsible for the operations including their respective job descriptions, and the types of equipment that will be used at the facility; (2) procedures to ensure any unauthorized wastes received at the site will be properly managed; (3) a contingency plan to cover operation interruptions and emergencies such as fires, explosions, or natural disasters; (4) procedures to ensure operational records needed for the facility will be adequately prepared and maintained; and (5) procedures to ensure that the wastes and final residue will be managed to not be expected to cause pollution.

18. Development Review Committee process completed.

No  Yes

Date: \_\_\_\_\_

Project Number: \_\_\_\_\_

19. Development Order issued.

No  Yes

Date: \_\_\_\_\_

C. **CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER**

1. Applicant:

The undersigned applicant or authorized representative of Sand & Dirt, Inc. is aware that statements made in this form and attached information are an application for a LCD Permit from the Department of Solid Waste Management and certifies that the information in this application is true, correct and complete to the best of his/her knowledge and belief. Further, the undersigned agrees to comply with the provisions of County Ordinance 2006-24 and all rules and regulations of the Department. It is understood that the Permit is not transferable, and the Department will be notified prior to the sale or legal transfer of the permitted facility.

*S R Campbell*  
Signature of Applicant or Agent

10391 N 01st Dairy Lane  
Mailing Address

C.R. Campbell, Sr. President      Pensacola, FL 32534  
Name and Title (please type)      City, State, Zip Code

traciredwine@bellsouth.net      (850) 380-9441  
E-mail address (if available)      Telephone Number

Attach letter of authorization if agent is not a governmental official, owner, or corporate officer.

2. Professional Engineer registered in Florida (or Public Officer if authorized under Sections 403.707 and 403.7075, Florida Statutes):

This is to certify that the engineering features of this C & DD waste management facility have been designed/examined by me and found to conform to engineering principles applicable to such facilities. In my professional judgment, this facility, when properly maintained and operated, will comply with all applicable statutes of the State of Florida and rules of the Department. It is agreed that the undersigned will provide the applicant with a set of instructions of proper maintenance and operation of the facility.

*W.R. Ward*  
Signature

9909 N. Cove Ave.  
Mailing Address

W.R. Ward PE  
Name and Title (please type)

Pensacola, FL 32534  
City, State, Zip Code

wardr41@yahoo.com  
Email Address (if applicable)

17695  
Florida Registration Number  
(Please affix seal)

(850) 698-0143  
Telephone Number

*4/24/2012*  
Date



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

DEVELOPMENT SERVICES DEPARTMENT  
3363 WEST PARK PLACE  
PENSACOLA, FL 32505  
PHONE: 850-595-3475  
FAX: 850-595-3481  
[www.myescambia.com](http://www.myescambia.com)

**ORGANIZATION:** Development Services Department  
**FROM:** Horace Jones, Division Manager  
**TO:** T. Lloyd Kerr, AICP, Department Director  
**DATE:** May 16, 2012  
**RE:** Brickton Borrow Pit, 8800 N Highway 29

**RECOMMENDATION:**

Upon the review & evaluation for compliance with the requirements of the Escambia County Land Development Code and the 2030 Comprehensive Plan, the technical plan reviewers, acting as DRC staff, recommends that the referenced project be considered for approval.

A handwritten signature in black ink that reads "H. Jones".

Horace Jones, Division Manger





**RESOURCE EXTRACTION DEVELOPMENT ORDER  
with Concurrency Certification**

**Project:** Brickton Borrow Pit  
**Location:** 8800 N. Hwy 29  
**Development Review #:** PSP120200016  
**Property Reference #s:** 22-3N-31-3301-000-000  
22-3N-31-3302-000-000  
22-3N-31-3400-000-000

**Future Land Use:** RC  
**Zoning District:** VAG-1/P  
**Flood Zone:** X  
**Airport/CRA:** N/A

**PROJECT DESCRIPTION**

Redevelopment of an existing borrow pit to expand its operation from 10-acres to 33.04-acres and to include the use of land clearing debris as fill in the reclamation plan. Conditional Use CU-2012-07 was approved by the BOA on 4/23/2012 to expand the use of an existing borrow pit. Conditional Use CU-2000-31 was approved by the BOA on 12/13/2000 to allow mineral extraction.

**Parking Spaces:** NA  
**Potable Water:** NA  
**Protected Trees to be removed:** NA

**Handicap Parking Spaces:** NA  
**Sanitary Sewer/Septic:** NA  
**Mitigation Trees:** N/A

**STANDARD PROJECT CONDITIONS**

1. This Development Order with concurrency certification shall be effective for a period of 18 months from the date of approval. Site plan approval and concurrency shall expire and become null and void if a permit for the approved development has not been obtained from the Building Inspections Department (BID) within the effective period and no extension has been applied for. After issuance of such permit, site plan approval and concurrency shall only terminate upon permit expiration or revocation by the BID. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. This Development Order alone does not authorize site development to commence. A valid Escambia County Building Permit must be obtained prior to any building construction. Site development as described on the approved site plan, including protected tree removal and grading, may occur under the authorization of the Building Permit. However, commencement of such activity prior to issuance of a Building Permit will require a separate **Pre-construction Site Work Permit**, or if no Building Permit is applicable will require a separate **Parking Lot Permit**, obtained from the Building Inspections Department, with erosion control, tree protection, and all other provisions of the approved site plan fully applicable and enforced.
  3. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.
  4. No development activities may commence in areas regulated by state or federal agencies unless all required state and federal permits, or proof of exemption, have been obtained and a copy provided to the County.
  5. Proof of application from the Emerald Coast Utilities Authority (ECUA) for connection to the sewage system, or from the Escambia County Health Department for an Onsite Sewage Treatment and Disposal System (OSTD), must be obtained prior to issuance of an Escambia County Building Permit.
  6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.
  7. A copy of this Development Order and the approved site development plans must be maintained and readily available on site once any construction activity has begun, including clearing and grading. The approved building construction plans must also be on site once any building construction has begun.
-

## **SPECIAL PROJECT CONDITIONS**

1. Prior to the issuance of any permit for LCD activities, the Board of County Commissioners must approve LCD reclamation of the site at a duly advertised public hearing.
2. Prior to any LCD activity, the applicant shall obtain all applicable permits from the Department of Solid Waste and FDEP, and provide proof of such permitting to the Department of Development Services.
3. All clearing and development activities shall be limited within the confines of the "continuous berm" as depicted on the site plan.
4. Additional authorization(s) may be required from federal, state, or local agencies to impact areas depicted as "vacant timberland" on the site plan.
5. All provision of the Escambia County Code of Ordinances as amended, including but not limited to Chapter 42, Article VIII, Borrow Pits and Reclamation , Chapter 86, Division 3, C&DD facilities, and the Land Development Code, Section 7.07.00, Standards Regulating Adverse Off-site impacts, shall apply and are conditions of site plan approval.

## Development Review Committee (DRC) Final Determination

Having completed development review of the **Brickton Borrow Pit**, site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following final determination:

- Approve    The development plan is approved. The applicant may proceed with the development subject to the project description and project conditions noted herein. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.
- Deny    The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

  
\_\_\_\_\_  
Director, Development Services Department

  
\_\_\_\_\_  
Date



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

**AI-3701**

**County Administrator's Report 10. 12.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/03/2013

**Issue:** District Five Appointment to the Mass Transit Advisory Committee

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

**Organization:** Public Works

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the District 5 Appointment to the Mass Transit Advisory Committee - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the District 5 appointee to the Escambia County Mass Transit Advisory Committee (MTAC):

- A. Confirm the appointment of Jonathan Michael Pytynia as the District 5 representative to the Escambia County Mass Transit Advisory Committee, with an appointment term effective January 3, 2013, and running concurrently with the term of Commissioner Steven L. Barry; and
- B. Request that the County Administrator's Office provide a letter of appointment to Jonathan Michael Pytynia and a letter of appreciation to Jeffery S. Overhalser for his service.

The previous District 5 representative, Jeffery S. Overhalser, resigned his appointment. Jonathan Michael Pytynia has submitted his Resume expressing interest in the appointment to serve on the Escambia County Mass Transit Advisory Committee.

**BACKGROUND:**

The previous District Five representative, Jeff Overhalser, resigned his appointment. Jonathan Michael Pytynia has submitted his resume, expressing interest in the appointment to serve on the Escambia County Mass Transit Advisory Committee.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires that all established committee appointments have Board approval.

**IMPLEMENTATION/COORDINATION:**

This appointment shall become effective upon approval by the Board.

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**Attachments**

Jon Pytynia Resume

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## Jonathan Michael Pytynia

**Current Address:**  
1153 Water Oaks Trail  
Cantonment, FL 32533  
850.776.0122

**ionpytynia@gmail.com**

**Business Address:**  
Pensacola Data Storage Center  
735 Fairfield Dr  
Pensacola, FL 32506

- OBJECTIVE** Self-motivated individual seeking a professional position requiring efficient productivity, organization, and highly developed communication skills. Special interest in positions that require coordination of multiple tasks and involvement with operational activities.
- EDUCATION** **INDIANA UNIVERSITY** Bloomington, IN September 1999-December 2003  
Major, **Telecommunications**, Minor, **Business**, Minor, **Economics**, GPA 3.7/4.0  
Courses in Production Management, Personnel Management, Media Promotion, Marketing, Economic Sciences, and Professional Communications.  
**Business Development, Records Management** 06/12 to Present  
*Pensacola Data Storage Center*
- PROFESSIONAL EXPERIENCE** 1/04-06/12
- Oversee development and operations of record storage facility and secure shredding services.
  - Responsible for management of personnel, inventory, billing, and expansion of sales.
- Owner and Managing Member, Ft. Myers, FL**  
*SW Sunshine Realty, SW Sunshine Realty I, JPI Holdings*
- Opened and pursued funding for multiple real estate investment firms with the goal of obtaining cash flow rental properties, rehabbing them, and selling them for a profit.
  - Responsible for anticipating and managing day to day cash accounting, insurance and property taxes as well as planning and monitoring outstanding capital and large maintenance expenses.
  - Responsible for purchase marketing, procuring, planning and tracking property purchases and rehabilitations. This included obtaining labor and materials at negotiated rates and implementing Critical Point task management to meet budget and schedule goals.
  - Conceived and managed direct marketing campaigns that targeted home and apartment complex sellers in desired areas. Followed through with all legal proceedings and due diligence through the process of property acquisition.
- Chairman and Operating Manager, Ft. Myers, FL**  
*Top Property Management*
- Oversaw all aspects of day-to-day tenant management and maintenance and ensured a prompt response to urgent tenant concerns or safety issues. Included responsibilities ranging from marketing vacant rental units to running background checks and tenant verification.
  - Collected all rents and utility bills due from residents and forwarded them to processing in the proper holding companies. Posted all outstanding rent notices, utility bills and tenant notices.
  - Networked with other investors and property managers to fill vacancies and minimize turnover costs between tenants.
- Chairman and Operating Manager, Ft. Myers, FL**  
*JPI Contracting Group*
- Successfully passed Florida Professional Licensing Board examinations for certified General Contracting covering OSHA requirements, International Building and Maintenance Codes, construction accounting, project management, estimating, and compliance with state and federal employment law.
  - Coordinated with proper city and county officials to assure proper permitting procedures are followed for all renovations and to bring to compliance any outstanding code violations on properties held by the holding companies.
  - Accountable to property holding companies for licensing and operating on site parking operations during special events as per local ordinances and permitting codes.
- COMMUNITY INVOLVEMENT**
- Active Member of Pensacola Young Professionals serving on the Quality of Life committee and Professional Development Committee. Volunteer with Junior Achievement and Manna Food Bank in Pensacola.
  - Active participant and supporter of *Splash for Trash*, an ocean and reef clean up operation for certified scuba divers sponsored by The Ocean Conservancy and the Professional Association of Dive Instructors
- SPECIAL SKILLS** **Semi Fluent Conversational Spanish**
- *Operational Specialization:* Managed properties and tenant situations that required day-to-day interactions in Spanish including diagnosing and coordinating solutions for tenant issues over the telephone.
- Quickbooks Proficiency**
- Familiar with operation of Quickbooks financial management software and all aspects of accounts receivable, accounts payable and general journal entries.
- HONORS** 1999-2004
- **Golden Key Scholarship Society** Bloomington, IN, Fall 2001-2004  
Members maintain a minimum cumulative grade point average of 3.5/4.0 through four



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

**AI-3710**

**County Administrator's Report 10. 13.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 01/03/2013

**Issue:** Public Defenders Office - Request for Disposition of Obsolete Excess IT Equipment

**From:** David Lambert, Systems Director, Information Resources

**Organization:** Escambia County Public Defender

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of County Property for the Office of the Public Defender - David Lambert, MIS Director

That the Board approve the Request for Disposition of Property Form, for the Public Defender's Office, for equipment which is described and listed on the Disposition Form. The listed items are obsolete, are in excess, and have been found to be of no further usefulness to the County.

**BACKGROUND:**

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked and declared to be obsolete and or of no use to the county but suitable for auction or properly disposed.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Approved by David Lambert, Office of Public Defender, MIS Director.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with BCC policy B-1.2. Section II, Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

Recommend that Esc Co pick up items for auction or disposition. Please contact Scott Dashiell at 595-4100 ext 213 to schedule pickup,

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## Attachments

PDO Equipment Disposition

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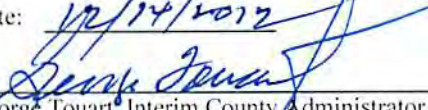


TO: County Administration  
FROM: Escambia County Bureau

Date: 12-12-12  
Bureau Chief (Signature): \_\_\_\_\_

Bureau Chief (Print Name): \_\_\_\_\_

RECOMMENDATION:  
TO: Board of County Commissioners  
FROM: County Administration

Date: 12/14/2012  
  
\_\_\_\_\_  
George Touart, Interim County Administrator  
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

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. dg 03-25-10



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

AI-3711

County Administrator's Report 10. 14.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/03/2013

Issue: Renaming of Escambia County Governmental Complex

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning Renaming the Escambia County Governmental Complex - George Touart, Interim County Administrator

That the Board take the following action concerning the renaming of the Escambia County Governmental Complex:

- A. Rescind the Board's action of October 18, 2012, adopting the Resolution (R2012-149) naming the Escambia County Governmental Complex as the "Ernie Lee Magaha Building"; and
- B. Adopt the Resolution renaming the Escambia County Governmental Complex as the "Ernie Lee Magaha Government Building".

**BACKGROUND:**

Mr. Magaha has served as an elected official in Escambia County since 1957. The Board of County Commissioners wishes to honor his public service by renaming the Escambia County Governmental Complex after Mr. Mahaga.

**BUDGETARY IMPACT:**

The budgetary impact is the cost of a brass plaque and the renaming ceremony, which was handled within existing budgets, not to exceed \$5,000.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Resolution was approved by Kristin Hual, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

10-18-2012 Meeting Minutes Page  
Resolution

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

9. Declaring surplus, and approving the request for disposition of, all the assets on the (*County's fixed asset*) surplus inventory list provided; all listed assets are obsolete, non-functional, or not tangibly present.
10. Authorizing the scheduling of a Public Hearing for December 6, 2012, at 5:31 p.m., to consider adopting a Resolution establishing the Board's intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.
11. Reappointing Lusharon Wiley to serve on the Human Services Appropriations Committee for a three-year term, effective October 1, 2012, through September 30, 2015.
12. Adopting the Resolution (*R2012-149*) naming the Escambia County Governmental Complex as the "Ernie Lee Magaha Building."

**RESOLUTION NUMBER R2013-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA RENAMING THE ESCAMBIA COUNTY GOVERNMENTAL COMPLEX AS THE "ERNIE LEE MAGAHA GOVERNMENT BUILDING"; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Honorable Ernie Lee Magaha has served as the Clerk of Court in Escambia County since 1957; and

**WHEREAS**, during Mr. Magaha's tenure, in 1972, the Clerk's office was instrumental in the smooth transitioning of the court to a two-tier system that remains in place today; and

**WHEREAS**, at the Governor's request, in 1995, Mr. Magaha assumed the additional responsibilities of the Comptroller's Office; and

**WHEREAS**, the people of Escambia County and the Board of County Commissioners are grateful for Mr. Magaha's many contributions to Escambia County; and

**WHEREAS**, naming the Escambia County Governmental Complex for Ernie Lee Magaha shall be an enduring tribute to his many years of public service.

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

**Section 1.** That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

**Section 2.** That Escambia County hereby designates the Escambia County Governmental Complex located at 221 Palafox Place as the "Ernie Lee Magaha Government Building".

**Section 3.** That the Naming County Facilities Policy, Section I, D9 B., is hereby waived to the extent that a plaque or other marker may be requisitioned but may not be erected on the property until such time Mr. Magaha is no longer serving in public office.

**Section 4.** That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
Gene M. Valentino, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

Approved: \_\_\_\_\_

This document approved as to form and legal sufficiency.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Justin Head*  
#1  
12/13/12





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

AI-3717

County Administrator's Report 10. 15.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/03/2013

Issue: Commissioner Appointment to the Community Action Program Committee, Inc.

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

---

**RECOMMENDATION:**

Recommendation Concerning a Commissioner Appointment to the Community Action Program Committee, Inc. - George Touart, Interim County Administrator

That the Board confirm Chairman Gene M. Valentino's annual appointment of Commissioner Lumon J. May to the Community Action Program Committee, Inc., for 2013.

**BACKGROUND:**

The Community Action Program Committee, Inc., has requested that the Board of County Commissioners appoint each year a Commissioner to serve for one calendar year.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board Policy Section I, B1, Appointment Policy Procedures, requires confirmation by the Board of all appointments to Boards and Committees on which Commissioners serve.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Letter from the Community Action Program Committee, Inc.

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**COMMUNITY ACTION PROGRAM  
COMMITTEE, INC.  
HELPING PEOPLE, CHANGING LIVES**

---

**Board of Directors**

**CHAIR PERSON**  
Honorable John Jerrals

**VICE CHAIRMAN**  
Honorable Gary Riley

**TREASURER**  
Mr. Ricky McAroy

**SECRETARY**  
Ms. Mary Armstrong

**ASSISTANT SECRETARY**  
Mr. Joe Mack

Attorney Debra Little  
Ms. Jessie McCants  
Honorable Linda Moultrie  
Dr. Marcus Paul, DMD  
Rev. Willie Williams

**Executive Director**  
Douglas Brown

**DEPARTMENTS**

**Community Services**  
1380 North Palafox Street  
Pensacola, Florida 32501  
Telephone: 850.438.4021  
Fax No: 850.438-0121

**Head Start Program**  
710 North "C" Street  
Pensacola, Florida 32501  
Telephone: 850.432.2992  
Fax No. 850.438-6742

**LIHEAP Program**  
1380 North Palafox Street  
Pensacola, Florida 32501  
Telephone: 850.607.2088  
Fax No. 850.437-0237  
(Entrance in rear of bldg.)

**Weatherization Program**  
31 East Lee Street  
Pensacola, Florida 32501  
Telephone: 850.438.4021  
Fax No. 850.438-0121

**Early Head Start Program**  
1201 North "H" Street  
Pensacola, Florida 32501  
Telephone: 850.607-6599

---

**CAPC, Inc.**

P.O. Box 628  
Pensacola, FL 32591  
850.438-4021

Visit Us at:  
[www.capc-pensacola.org](http://www.capc-pensacola.org)

---

December 7, 2012

Escambia County Commission  
c/o Ms. Judy Witterstaeter  
Escambia County Courthouse  
Post Office Box 1591  
Pensacola, Florida 32597

Dear Ms. Witterstaeter,

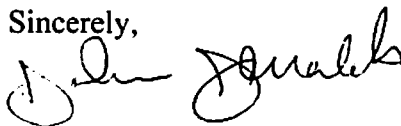
The Community Action Program Committee, Inc. is a non-profit organization, organized April, 14, 1965. Currently funding is received from the Department of Economic Opportunity, Department of Health & Human Services through the Administration of Children and Families, and the Florida Department of USDA. The mission of the Community Action Program, Inc. is to assist low income people in Escambia County to achieve self sufficiency.

The Community Action Committee, Inc. currently seats twelve (12) members on its Board of Director's. The board is composed of one third representation from the public, private and low-income sectors.

Currently the agency has two (2) vacancies in the Public Sector. We are asking you appoint someone from the Escambia County Commission to fill one of the vacancies. Meetings are held on a bi-monthly basis. The next board meeting is scheduled on Wednesday, January 16, 2013.

Your consideration will be greatly appreciated.

Sincerely,



John Jerrals  
Board Chairman

JJ/map



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

**AI-3600**

**County Administrator's Report 10.1.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/03/2013

**Issue:** SBA #051 - Increase in Economic Development and Sheriff's Funding

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #051 - Amy Lovoy,  
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #051, General Fund (001) and Economic Development Fund (102) in the amount of \$297,000, to recognize an increase in funding for Economic Development and the Sheriff's Fiscal Year 2012-2013 Budget, and to appropriate these funds for Economic Development and Law Enforcement activities in Escambia County.

**BACKGROUND:**

At the 11-15-2012 BCC Meeting the Board allocated an additional \$353,000 to the Sheriff's Fiscal Year 2012-13 Budget in the personal services account and increased the General Fund transfer for Economic Development by \$297,000. This SBA allocates funding per the Board's direction.

**BUDGETARY IMPACT:**

This amendment will decrease Fund 001 and increase Fund 102 by \$297,000.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

This BA contains an increase in personal services funding for the Sheriff's Department.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in revenues to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**



Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2013-

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 Board wishes to transfer money to the Economic Development Fund to pay costs for the Pensacola Bay Area Chamber of Commerce and increase the Sheriff's Budget at a BCC Meeting held on 11-15-2012, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

General Fund Economic Development Fund Fund Name	1 102 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Transfers from the General Fund	102	381001	297,000
<b>Total</b>			<b>\$297,000</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Aids to Private Organizations	102/360704	58201	\$297,000
Sheriff/Personal Services	001/540101	59702	353,000
Reserves for Operating	001/110201	59805	(650,000)
Transfers to Fund 102	001/110215	59120	297,000
<b>Total</b>			<b>\$297,000</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

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

\_\_\_\_\_  
Gene M. Valentino, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
#051



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

**AI-3614**

**County Administrator's Report 10.2.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/03/2013

**Issue:** Supplemental Budget Amendment #058 - Supplemental Nutrition Assistance Program Grant

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #058 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #058, Other Grants and Projects Fund (110) for a reduction in the amount of \$1,612, and to reduce the Cost Center balance in the Supplemental Nutrition Assistance Program Grant, since the actual Grant amount was less than budgeted.

**BACKGROUND:**

The Supplemental Nutrition Assistance Program Grant was budgeted for \$49,927. However, the actual grant was for \$48,315 meaning a \$1,612 reduction is needed to correct the center center balance.

**BUDGETARY IMPACT:**

The amendment will decrease Fund 110 by \$1,612.

**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# 058



**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

Resolution Number  
R2013-

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 Supplemental Nutrition Assistance Program grant by Workforce Escarosa, Inc., and a reduction is needed due to the actual grant amount is less than what was budgeted.

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
Supplemental Nutrition Asst Grant	110	331624	(1,612)
<b>Total</b>			<b>(\$1,612)</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Office Supplies	110/320219	55101	(1,300)
Training and Registrations	110/320219	55501	(312)
<b>Total</b>			<b>(\$1,612)</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

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

\_\_\_\_\_  
Gene M. Valentino, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
#058





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

**AI-3678**

**County Administrator's Report 10.3.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/03/2013

**Issue:** Contract Award PD 12-13.003, Architect & Engineering Services for New Escambia County 4-H Center

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Architect & Engineering Services for the New Escambia County 4-H Center - Amy Lovoy, Management and Budget Services Department Director

That the Board Award a Lump Sum Contract to Hernandez Calhoun Design International, per the terms and conditions of PD 12-13.003, Architect & Engineering Services for New Escambia County 4-H Center, in the amount of \$170,000.

[Funding: Fund 352, LOST III, Cost Center 110267, Project Number 12PF1675]

**BACKGROUND:**

On May 3, 2012 the Board of County Commissioners approved a Memorandum of Understanding (MOU) between the Escambia County 4-H Foundation, Inc. and Escambia County, FL. The MOU states that "The County has committed \$1,500,000 in LOST funds toward the construction of 4-H building facilities on the Stefani Road property owned by the County".

Request for Letters of Interest, PD 12-13.003, Architect & Engineering Services for New Escambia County 4-H Center were publicly noticed on Monday, October 15, 2012 to 152 known firms. Responses were received from 12 firms on Tuesday, October 30, 2012.

**BUDGETARY IMPACT:**

[Funding: Fund 352, LOST III, Cost Center 110267, Project Number 12PF1675]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract, Form G - Consulting Services for Stand-Alone Services, will be utilized.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

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**Attachments**

Contract Exhibits A, B, & C

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## MEMORANDUM

**DATE:** December 7, 2012 *revised December 13, 2012*

**TO:** **Paul Nobles, CPPO, CPPB, FCN, FCPM, FCCM**  
**Purchasing Coordinator**  
Escambia County, Florida  
Phone: 850.595.4918  
Email: prnobles@myescambia.com

**FROM:** Sarah M. Hernandez-Trujillo

**RE:** New Escambia County 4H Center

**SUB:** Project Description and Scope of Basic and Additional Services

---

### PROJECT DESCRIPTION AND SCOPE OF BASIC AND ADDITIONAL SERVICES:

**PROJECT DESCRIPTION** – The project consists of a new stand alone single story building and supporting site work to be located north of the existing Escambia County Extension Office on Stefani Road. The new single story building will be approximately 9,900 square feet and will include a multi-purpose room / auditorium with stage, kitchen, offices and reception areas, life skills room, science room with wet lab, volunteer resource room with technology lab, county council/club meeting room and storage. There may also be a 500 square foot exterior teaching pavilion.

- A. SCOPE OF BASIC SERVICES** – This project will be developed and delivered in three Phases:
1. Schematic Design / Design Development
  2. Construction Documents
  3. Bidding, Negotiation and Construction Phase

Hernandez Calhoun Design International (HCDI) and their consultant team will commence the Soils investigations and Topographic survey simultaneously with the Project Programming phase. HCDI shall provide permittable Construction Documents including all disciplines Civil, Structural, Architectural, Mechanical, Plumbing, Fire Protection (*if required*), and Electrical.

1. **Schematic Design / Design Development Phase** – HCDI will Provide Schematic Design and Design Development submittals. If the Additional Service Facility Programming is provided, and depending on the level of information and feed back provided, the Schematic Design level of detail may already be present at the conclusion of the *Programming Phase* and may not be necessary. The SD/DD drawings will include: site plan, floor plan, life safety plan, reflected ceiling plan, roof plan, exterior building elevations, typical wall section, structural foundation and roof framing plan. Outline specifications and a parametric estimate of probable construction cost will also be included. Review

and comments regarding the geotechnical report will be included on the structural foundation drawing.

**a) Deliverables –**

- 1) Three (3) hard copies of the Submittal
- 2) One (1) electronic copy of the Submittal – sent via email

**b) Review meeting –** One review meeting with the Users and Escambia County is suggested and included within the Scope of Services. An electronic copy of the meeting minutes and attendance roster will be provided to all parties requested.

**2. Construction Document Submittal Phase –** 60%, 90% and 100% submittals will be provided. The 60% submittal maybe an over-the-shoulder (in-progress) submittal to keep the project moving along. These submittals will include all drawings and specifications necessary to bid and build the project. Specifications will be generated in MasterSpec using the industry standard Construction Specification Institute (CSI) format.

**a) Deliverables – at each Submittal** *\*Two (2) hard copies at 100%*

- a) One (1)\* hard copy of the submittal – Drawings & Specifications
- 3) One (1) hard copy of the Estimate of Probable Construction Cost
- 4) One (1) PDF of the Submittal – sent via email

**b) Review meetings –** One (1) review meeting with the Users and Escambia County is suggested at each Submittal and included within the Scope of Services. An electronic copy of the meeting minutes and attendance roster will be provided to all parties requested.

**3. Bidding, Negotiation and Construction Phase –**

HCDI shall provide Construction Administration services during the Bidding, Negotiation and Construction Phases. We understand that the project Contract Bid Documents and Bid RFI tracking will be provided and managed electronically by Escambia County. HCDI will submit the construction documents to the county for permitting concurrently with the Bid process. The following services are included under this Phase:

- a) Respond to Requests for Information (RFIs) during the bidding and construction phases to interpret and/or clarify the drawings.
- b) Issue Addendums during Bidding, if required.
- c) Attend one (1) pre-construction meeting with the General Contractor prior to the start of construction.
- d) HCDI shall conduct two (2) site observations per month, scheduled concurrently with critical path items or to address field questions. This is based on construction period of eight (8) months maximum. A field report shall be provided within one (1) week of each site visit.
- e) One (1) site observation shall be performed at Substantial Completion by HCDI and HCDI's design team, to observe that the work has been performed in accordance with the Construction Documents and is consistent with the design intent. HCDI shall submit a Substantial Completion punch list that identifies all items to be corrected prior to Final Acceptance. The

punch list shall be provided to USERS AND ESCAMBIA COUNTY within one (1) week of the visit.

- f) One (1) site observation shall be performed at Final Acceptance to observe that the outstanding items detailed on the Substantial Completion punch list have been corrected and that the work has been completed in accordance with the Construction Documents. A memo shall be provided to USERS AND ESCAMBIA COUNTY within one week of the visit.
- g) Site observations at the required construction sequence intervals for Site Construction relative to Regulatory Permitting Requirements will be provided by HCDI. The As-Built Topographic Survey, at the Contractor's expense, will be filed by HCDI in conjunction with permit closeout documents as required by regulatory permitting agencies.

## **B. ADDITIONAL SERVICES –**

Additional Services must be authorized by Escambia County in writing, in which event HCDI shall perform such services in connection with the Project. Any Additional Services beyond what are delineated below, shall be set forth in an amendment to this Agreement, which shall be executed by both parties and which shall be governed by the terms of this Agreement. Services authorized by Escambia County other than those specifically listed below shall be considered additional services. The following ADDITIONAL SERVICES Items have been discussed and HCDI has provided pricing for:

- 1) **FACILITY PROGRAMMING** - HCDI will conduct a Project Programming meeting where all needs and wants of the User will be identified, documented, and prioritized by the Users. This information will then be used to *produce the SD Submittal*.
  - a) **Deliverables** – *Two (2)* hard copies of the *Programming Document*, meeting minutes and attendance roster. Rough Order of Magnitude Construction cost. One (1) electronic pdf of the above documents – sent via email
- 2) **SOILS INVESTIGATIONS/REPORTS** – This includes the following borings and necessary lab work and report:
  - a) *Two (2), 20* feet deep Standard Penetration Test borings in the proposed building footprint.
  - b) *Two (2), 5* feet deep auger borings in the proposed pavement areas
  - c) Two (2) Standard Penetration Test borings to depths of 20 feet deep in the proposed stormwater retention pond.
  - ~~d) *Two (2) hand auger borings, 6 feet deep in the proposed septic area to determine soils*~~
- 3) **TOPOGRAPHIC / BOUNDARY SURVEY** – This includes the following:
  - a) Boundary Survey of entire County parcel; see attached Survey Site Sketch
  - b) Topographic Survey of *5* acre project area only; see attached Survey Site Sketch.
  - c) Utility Survey adjacent to project area
  - d) Tree Survey within the *5* acre project area only.

- 4) **CIVIL ENGINEERING SITEWORK** – This includes coordination of the Topographic/Boundary Survey efforts, coordination of the Soils Investigations borings, Design of: Stormwater, Grading, Parking Facilities, Handicap Accessibility Elements, Utilities, Septic System and Erosion Control Measures.
- 5) **ALL SITE PERMITTING** - HCDI will submit regulatory permit applications through the Escambia County DRC, NFWFMD ERP, ECUA, and the Health Department. with performance specification requirements of an NPDES Permit by the General Contractor during construction. Based upon project reviews with regulatory agencies, HCDI will prepare a permit activity schedule starting at the SD/DD Design Phase and update same during the design phases. The issuance of regulatory permits are not guaranteed by HCDI and the timing of issuance of permits are not controlled by HCDI. The production of a topographic as-built survey will be specified, at the General Contractor’s expense, in the project specifications, for closeout documents for Regulatory Permitting Compliance. An allowance has been made for the Permit Fees. Any amount over the allowance will be a reimbursable.
  - a) **Deliverables** –
    - 1) One (1) complete set of all permit applications including record documents signed and sealed.
    - 2) One (1) complete set of all permit correspondence, issued permits and/or permit placards.
- 6) **SITE LIGHTING DESIGN** – This includes design of exterior lighting at the parking, perimeter of the building and exterior Pavilion or other spaces. Industry and Security standards will be used for all lighting levels. Green Globe will also be reviewed relative to exterior lighting.
- 7) **IRRIGATION SYSTEM** – This includes design of the User requested Rain Harvesting irrigation system that will be provided for future landscaped areas and/or feeding stormwater retention ponds or other landscape elements. It does not include design of a traditional zoned pump activated landscape irrigation system.
- 8) **VOICE/DATA TELECOMMUNICATIONS** - This includes the design and coordination, with a third party, *to provide the power, data and empty conduit requirements of* the telecommunications and A/V equipment, that will be provided by others.
- 9) **INTERIOR DESIGN FIXTURE, FURNITURE, AND EQUIPMENT (FFE)**– HCDI will provide a consolidated procurement furniture package developed during the design phase of the project and implemented during the construction phase of the project. The FFE is the selection and illustration of furnishings (interior and in some cases exterior furnishings) required to “outfit” the facility. The FFE includes samples of furniture finishes and furniture placement plans. The final product is a procurement package containing all of the above items for use by the agency for procurement. The FFE is to be fully coordinated with the architectural layout and building engineered system designs to ensure a fully integrated FFE design and is developed to meet the User/project requirements. Construction Administration is not included in this fee, but additional services can be provided during the construction administration phase.
- 10) **GREEN GLOBE CERTIFICATION** – This includes the effort to reach the Escambia County required three (3) Green Globes, with the possibility of obtaining four (4) Green Globes. This also includes the fees for Certifying the project through both Phase I and II.

- 11) **GRAPHIC AND SIGNAGE DESIGN** – This includes the design of both the interior signage and the exterior building and/or monumental sign at Stefani Road. This also includes the design of the illumination of the building sign and/or monumental sign.
- 12) **ALTERNATE BIDS EXCEEDING CONTRACT SCOPE** – This includes the design of improvements (Additive Alternates) to the Base Bid design. We would anticipate up to eight (8) Additive Alternates and would include items such as improvements to finishes, lighting, energy efficiency, roofing materials, etc.
- 13) **RECORD DOCUMENTS / AS-BUILTS** – *Not included in the Scope of Services. Red lined As-Built Contract Documents will be provided by the General Contractor.*
- 14) ~~ENHANCED BUILDING COMMISSIONING~~ – This service will be provided by *Peterson Engineering Group*. Please see attached Scope of Services to be Provided.
- ~~15) REIMBURSABLE EXPENSES – This is a not to exceed allowance. This includes, but is not limited to reproduction/printing costs, travel expenses, expediting mailing, etc. Additional Services, such as renderings and models could be provided in lieu of the reproduction/printing.~~
- 15) **PRESENTATION MEETING** – This is a not to exceed allowance. This includes one (1) Presentation style meeting. This would be used to present the project to a larger forum and gather any feedback. This will include up to 3 mounted color boards (22x34 max) and/or a Power Point presentation delineating the project. This does include a color axonometric plan and color elevations, but does not include color renderings.

The above delineates HCDI’s understanding of the Project Description, Scope of Basic Services and Scope of Additional Services. Please see the attached Fee Proposal for the corresponding Fees for each of the above items.

**C. ALLOWANCES - FEES –**

*This includes a not to exceed allowance for the Site Permit Fees, which includes the following: Escambia Co. DRC/ NFWFMD ERP/ ECUA / Health Dept.(Septic). It also includes the fees for Green Globe Certification and Construction Administration Services beyond Basic Services.*

**CLIENT’S RESPONSIBILITIES**

1. Designate, in writing, a person to act as Escambia County’s representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, and interpret and define policies and decisions.

<b>ATTACHMENTS:</b>	1	HCDI Fee Proposal, 3 pages
	2	Survey Site Sketch, 1 page
	3	<del>Enhanced</del> Building Commissioning Scope of Services to be provided, 1 page.

~ END of PROJECT DESCRIPTION and SCOPE of BASIC and ADDITIONAL SERVICES ~

# HCDI FEE PROPOSAL

1215 - NEW ESCAMBIA COUNTY NEW 4H CENTER PD# 12-13.003

PENSACOLA, FL

Date: 12/06/12

Revised 12/13/12

## A. BASIC SERVICES - See *Project Description and Scope of Services*, dated 12/13/12

Lump Sum Fee - State of FL DMS Fee Curve A/E Services-7.85% for Blended Rate B/D; \$1,200,000 Construction

Schematic Design	15%	\$	14,130.00
Design Development	20%	\$	18,840.00
Construction Documents	40%	\$	37,680.00
Bidding Negotiations	5%	\$	4,710.00
Construction Administration	20%	\$	18,840.00

### TOTAL BASIC SERVICES

**\$94,200**

## B. ADDITIONAL SERVICES

### 1) FACILITY PROGRAMMING (Lump Sum)

SUBTOTAL \$ 2,940.00

### 2) SOILS INVESTIGATIONS / REPORTS (Lump Sum)

SUBTOTAL \$ 4,000.00

### 3) TOPOGRAPHIC / BOUNDARY SURVEY (Lump Sum)

Boundary / Topo / Utilities / Limited Tree Surve

SUBTOTAL \$ 8,780.00

### 4) CIVIL ENGINEERING (Lump Sum)

SUBTOTAL \$ 14,660.00

### 5) ALL SITE PERMITTING (Lump Sum)

SUBTOTAL \$ 4,000.00

### 6) SITE LIGHTING DESIGN (Lump Sum)

SUBTOTAL \$ 1,500.00

### 7) IRRIGATION DESIGN (Lump Sum)

SUBTOTAL \$ 2,330.00



# HCDI FEE PROPOSAL

1215 - NEW ESCAMBIA COUNTY NEW 4H CENTER PD# 12-13.003  
PENSACOLA, FL

Date: 12/06/12  
Revised 12/13/12

**8) VOICE / DATA TELECOMMUNICATIONS (Lump Sum)**

Supporting Infrastructure and Coordination with  
3rd Party Installation

**SUBTOTAL** \$ **1,500.00**

**9) INTERIOR DESIGN - FF&E (Lump Sum)**

**SUBTOTAL** \$ **6,530.00**

**10) GREEN GLOBE CERTIFICATION (Lump Sum)**

DESIGN SERVICES

**SUBTOTAL** \$ **8,500.00**

**11) GRAPHIC AND SIGNAGE DESIGN (Lump Sum)**

**SUBTOTAL** \$ **4,400.00**

**12) ALTERNATE BIDS EXCEEDING CONTRACT SCOPE (Lump Sum)**

**SUBTOTAL** \$ **3,800.00**

**13) RECORD DOCUMENTS / AS-BUILTS - (Lump Sum)**

**SUBTOTAL** **N/A**

**14) BUILDING COMMISSIONING - Peterson Engineering Group (Lump Sum)**

**SUBTOTAL** \$ **2,860.00**

**15) PUBLIC PRESENTATION MEETING**

Includes one (1) Public Presentation style meeting

**SUBTOTAL** **\$0.00**

**TOTAL ADDITIONAL SERVICES** \$ **65,800.00**

**TOTAL BASIC and ADDITIONAL SERVICES** \$ **160,000.00**

# HCDI FEE PROPOSAL

1215 - NEW ESCAMBIA COUNTY NEW 4H CENTER PD# 12-13.003  
PENSACOLA, FL

Date: 12/06/12

Revised 12/13/12

## C. ALLOWANCES - FEES

- 1) **SITE PERMIT FEES ALLOWANCE** - Escambia Co. DRC/ NFWFMD ERP/ ECUA / Health Dept.(Septic)
- 2) **GREEN GLOBE CERTIFICATION FEES ALLOWANCE** - Includes Plaque
- 3) **CONSTRUCTION ADMINISTRATION BEYOND PARAMETERS OF BASIC SERVICES**

### TOTAL ALLOWANCES - FEES

\$ 10,000.00

NOTE: THE FOLLOWING ITEMS ARE NOT INCLUDED IN THIS PROPOSAL:

ENVIRONMENTAL  
TRAFFIC STUDIES  
ADDITIONAL CONSTRUCTION ADMINISTRATION DURING LIQUIDATED DAMAGES

## PROPOSED PROJECT SCHEDULE

PROGRAMMING	15 days
SCHEMATIC DESIGN	15 days
DESIGN DEVELOPMENT	15 days
CONSTRUCTION DOCUMENTS	60 days
BIDDING	30 days
CONSTRUCTION ADMINISTRATION	240 days
<b>TOTAL</b>	<b>375 days</b>

Survey Site Sketch – New Escambia County 4H Center



Google earth



**BUILDING COMMISSIONING SCOPE of SERVICES to be PROVIDED**

Proposed Services to be provided by Peterson Engineering Group, LLC

The proposal includes the preparation of formal project documentation and all field work required for checks and tests. We will review the operation and maintenance manuals, systems manuals, and training synopsis, as required, but will not provide preparation of any manuals or conduct any training as part of the commissioning services. The General Contractor or designated project team members will provide all manuals and conduct all training.

Test equipment provided by the Commissioning Agent is limited to hand-held general types of measurement devices. Specialized test equipment unique to the equipment installed shall be provided and operated by the installing contractor or the test and balance contractor. Our price does not include cost for lift equipment if required to access the equipment.

Our proposal is based the systems being ready and functional at the scheduled time. Progress meetings for the commissioning process and/or QC meetings will be conducted via teleconference (teleconference services will be provided by our office). The functional readiness of systems to be tested shall be verified prior to scheduling and demonstrating the functional operational performance in the presence of the Commissioning Agent. On site delays beyond our control will be billed at our standard hourly rates. Travel and per diem costs associated with any delays will be billed our cost.

*~ End of Building Commissioning Services to be Provided~*



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

AI-3611

County Administrator's Report 10. 4.

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/03/2013

**Issue:** Approval of Miscellaneous Appropriations Agreement for Pensacola Sports Association, Inc.

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Approval of the Fiscal Year 2012/2013 \$50,000 Miscellaneous Appropriations Agreement between Escambia County and the Pensacola Sports Association, Inc. - 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 Agreement between Escambia County and the Pensacola Sports Association, Inc.:

- A. Approve the Miscellaneous Appropriations Agreement between Escambia County and the Pensacola Sports Association, Inc., in the amount of \$50,000, to be paid from the 3rd Cent Tourist Promotion Fund (108), Cost Center 360101;
- B. Authorize the Chairman to sign the Agreement and all other necessary documents; and
- C. Authorize the approval of the necessary Purchase Order.

**BACKGROUND:**

These funds were allocated in Fiscal Year 2011/2012 and were to cover expenses connected with the Grand Opening of the Community Maritime Park. The Grand opening was delayed and the funds were carried over into Fiscal Year 2012/2013. 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, the 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 agreement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval of Miscellaneous Appropriations Agreements is necessary.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SportsAssociationAgreement

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**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN  
ESCAMBIA COUNTY  
AND  
PENSACOLA SPORTS ASSOCIATION, INC.**

**THIS AGREEMENT** is made and entered into this 3rd day of January 2013, 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 Pensacola Sports Association, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 101 West Main Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0767953 (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 promoting and advertising Escambia County as a growing regional sports venue nationally and internationally for various games, competitions and sporting pursuits which each year attract thousands of visitors to the County; 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:

Pensacola Sports Association, Inc. – Grand Opening of Community Maritime Park

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 3rd day of January, 2013, 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 upon the completion of each major event 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".

**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: \_\_\_\_\_  
Gene M. Valentino, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

**BCC APPROVED:** \_\_\_\_\_

**PENSACOLA SPORTS ASSOCIATION, INC.**

By: \_\_\_\_\_  
*[Handwritten Signature]*

Title: Executive Director

Attest:  
Sally Hart  
Secretary

This document approved as to form and legal sufficiency.

By: \_\_\_\_\_  
*[Handwritten Signature]*

Title: ACH

Date: 11/26/12

EXHIBIT "A"

2012/2013 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION Pensacola Sports Association, 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**

Expenses Related to the  
Grand Opening of the  
Community Maritime Park     \$ 50,000.00  
\_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL OTHER NON-RECURRING COSTS** .....\$ 50,000.00

**GRAND TOTAL** .....\$ 50,000.00

**PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:**

The funds allocated in this Agreement will be used to cover the expenses related to the Grand Opening of the Community Maritime Park.

## 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. Reimbursement payments will be made to the recipient after each major event and 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 Friday 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-3606**

**County Administrator's Report 10. 5.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/03/2013

**Issue:** Acceptance of Property in the Magnolia Lake Estates Area from U.I.L. Family Limited Partnership

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

**Organization:** Public Works

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Acceptance of Property in the Magnolia Lake Estates Area from U.I.L. Family Limited Partnership - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of a parcel of real property in the Magnolia Lake Estates area from U.I.L. Family Limited Partnership:

- 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 3.86 acres), in the Magnolia Lake Estates area from U.I.L. Family Limited Partnership, to gather information and to conduct inspections, as needed, to allow for 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, and the County benefits from the acquisition of this property because it facilitates the maintenance of the stormwater drainage system in this area, which enhances the health 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]

U.I.L. Family Limited Partnership is the owner of a parcel of property (approximately 3.86 acres) located north of Magnolia Lake Estates and east of Chemstrand Road. The property is undeveloped and abuts other County retention pond parcels, is impacted by wetlands, and the owner has no interest in pursuing development of this property. The owner has offered to

donate this property to the County.

County staff has reviewed this request and determined that there may be a future benefit to the County to own this property, either for stormwater drainage purposes or wetland mitigation, 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.

**BACKGROUND:**

U.I.L. Family Limited Partnership is the owner of a parcel of property (approximately 3.86 acres) located north of Magnolia Lake Estates and east of Chemstrand Road. The property is undeveloped and abuts other County retention pond parcels, is impacted by wetlands, and the owner has no interest in pursuing development of this property. The owner has offered to donate this property to the County.

County staff has reviewed this request and determined that there may be a future benefit to the County to own this property, either for stormwater drainage purposes or wetland mitigation, 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:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Warranty Deed was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on December 11, 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 proceed with the acquisition, by donation, of this property for stormwater drainage purposes.

---

**Attachments**

Warranty Deed

Parcel Information

Aerial View 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

### WARRANTY DEED

THIS DEED is made and entered into this 15 day of November, 2012, by and between **U.I.L. Family Limited Partnership**, a Florida limited partnership, whose address is 4229 Highway 90, Pace, Florida 32571 (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:

SEE ATTACHED EXHIBIT "A"

Parcel Identification Number: 18-1N-30-2000-000-003 (Property)

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2012 and subsequent years, conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

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  
**U.I.L. Family Limited Partnership,**  
a Florida limited partnership

Witness [Signature]  
Print Name Sharon Rosen

Witness [Signature]  
Print Name Joni Maddrey

By: [Signature]  
Edwin Henry, President  
Henry Business Group, Inc. General  
Partner for U.I.L. Family Limited  
Partnership

STATE OF FLORIDA  
COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 15 day of November, 2012, by Edwin Henry, President, Henry Business Group, Inc., General Partner for U.I.L. Family Limited Partnership. He () is personally known to me, or () has produced current \_\_\_\_\_ as identification.

[Signature]  
Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public



DESCRIPTION AS PREPARED BY MERRILL PARKER SHAW, INC.

COMMENCING AT THE NORTHEAST CORNER OF LOT 80, BLOCK E, MAGNOLIA LAKE ESTATES, PHASE IV, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 16, PAGE 57, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE GO SOUTH 87 DEGREES 56 MINUTES 42 SECONDS EAST ALONG THE SOUTH LINE OF THE STORMWATER RETENTION AREA OF SAID MAGNOLIA LAKE ESTATES, PHASE IV, FOR A DISTANCE OF 172.39 FEET TO THE EAST LINE OF SAID STORMWATER RETENTION AREA; THENCE GO NORTH 02 DEGREES 38 MINUTES 07 SECONDS EAST ALONG SAID EAST LINE OF STORMWATER RETENTION AREA, FOR A DISTANCE OF 96.89 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE OF STORMWATER RETENTION AREA, GO NORTH 40 DEGREES 21 MINUTES 35 SECONDS WEST ALONG THE NORTH LINE OF SAID STORMWATER RETENTION AREA, FOR A DISTANCE OF 241.36 FEET; THENCE GO NORTH 46 DEGREES 45 MINUTES 28 SECONDS WEST ALONG THE NORTH LINE OF SAID STORMWATER RETENTION AREA, FOR A DISTANCE OF 100.32 FEET; THENCE GO SOUTH 86 DEGREES 15 MINUTES 17 SECONDS WEST ALONG THE NORTH LINE OF SAID STORMWATER RETENTION AREA, FOR A DISTANCE OF 74.67 FEET; THENCE GO SOUTH 58 DEGREES 03 MINUTES 14 SECONDS WEST ALONG THE NORTH LINE OF SAID STORMWATER RETENTION AREA, FOR A DISTANCE OF 69.89 FEET; THENCE GO SOUTH 41 DEGREES 10 MINUTES 30 SECONDS WEST ALONG THE NORTH LINE OF SAID STORMWATER RETENTION AREA, FOR A DISTANCE OF 237.53 FEET; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID STORMWATER RETENTION AREA, FOR A DISTANCE OF 75.17 FEET; THENCE GO NORTH 78 DEGREES 27 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF SAID STORMWATER RETENTION AREA, FOR A DISTANCE OF 334.29 FEET; THENCE GO SOUTH 71 DEGREES 47 MINUTES 35 SECONDS WEST ALONG THE NORTH LINE OF SAID STORMWATER RETENTION AREA, FOR A DISTANCE OF 205.27 FEET; THENCE GO NORTH 52 DEGREES 37 MINUTES 07 SECONDS WEST ALONG THE NORTH LINE OF SAID STORMWATER RETENTION AREA, FOR A DISTANCE OF 68.79 FEET; THENCE GO SOUTH 59 DEGREES 48 MINUTES 08 SECONDS WEST ALONG THE NORTH LINE OF SAID STORMWATER RETENTION AREA, FOR A DISTANCE OF 335.88 FEET TO THE INTERSECTION WITH THE NORTH LINE OF BLOCK E OF THE AFORESAID MAGNOLIA LAKES ESTATES PHASE IV; THENCE DEPARTING THE NORTH LINE OF SAID STORMWATER RETENTION AREA, GO NORTH 87 DEGREES 49 MINUTES 19 SECONDS WEST ALONG SAID NORTH LINE OF BLOCK E, FOR A DISTANCE OF 80.39 FEET TO THE INTERSECTION WITH THE EAST LINE OF STORMWATER RETENTION PARCEL A, MAGNOLIA LAKES ESTATES PHASE V, AS RECORDED IN PLAT BOOK 17 AT PAGE 96 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE OF BLOCK E, GO NORTH 12 DEGREES 41 MINUTES 50 SECONDS EAST ALONG THE EAST LINE OF SAID STORMWATER RETENTION PARCEL A, FOR A DISTANCE OF 50.72 FEET; THENCE GO NORTH 26 DEGREES 37 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF SAID STORMWATER RETENTION PARCEL A, FOR A DISTANCE OF 341.96 FEET TO A POINT AT THE INTERSECTION WITH CENTERLINE OF A CREEK, SAID POINT BEING REFERRED TO AS POINT A; THENCE DEPARTING THE EAST LINE OF SAID STORMWATER RETENTION PARCEL A, MEANDER EASTERLY ALONG THE CENTERLINE OF SAID CREEK, FOR A DISTANCE OF 1668 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF BROOKSIDE HILLS AS RECORDED IN PLAT BOOK 16 AT PAGE 89 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID SOUTHEAST CORNER OF BROOKSIDE HILLS BEING SOUTH 88 DEGREES 42 MINUTES 37 SECONDS EAST, A DISTANCE OF 1388.61 FEET FROM THE AFORESAID POINT A; THENCE DEPARTING THE CENTERLINE OF SAID CREEK, GO SOUTH 02 DEGREES 27 MINUTES 46 SECONDS WEST, FOR A DISTANCE OF 234.76 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND SITUATE IN SECTION 18, TOWNSHIP-1-NORTH, RANGE-30-WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 3.72 ACRES.

*E. Wayne Parker* 8/13/12

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174  
STATE OF FLORIDA

NOT VALID WITHOUT  
ORIGINAL RAISED SEAL  
OF FLORIDA REGISTERED  
LAND SURVEYOR

PAGE 1 OF 2

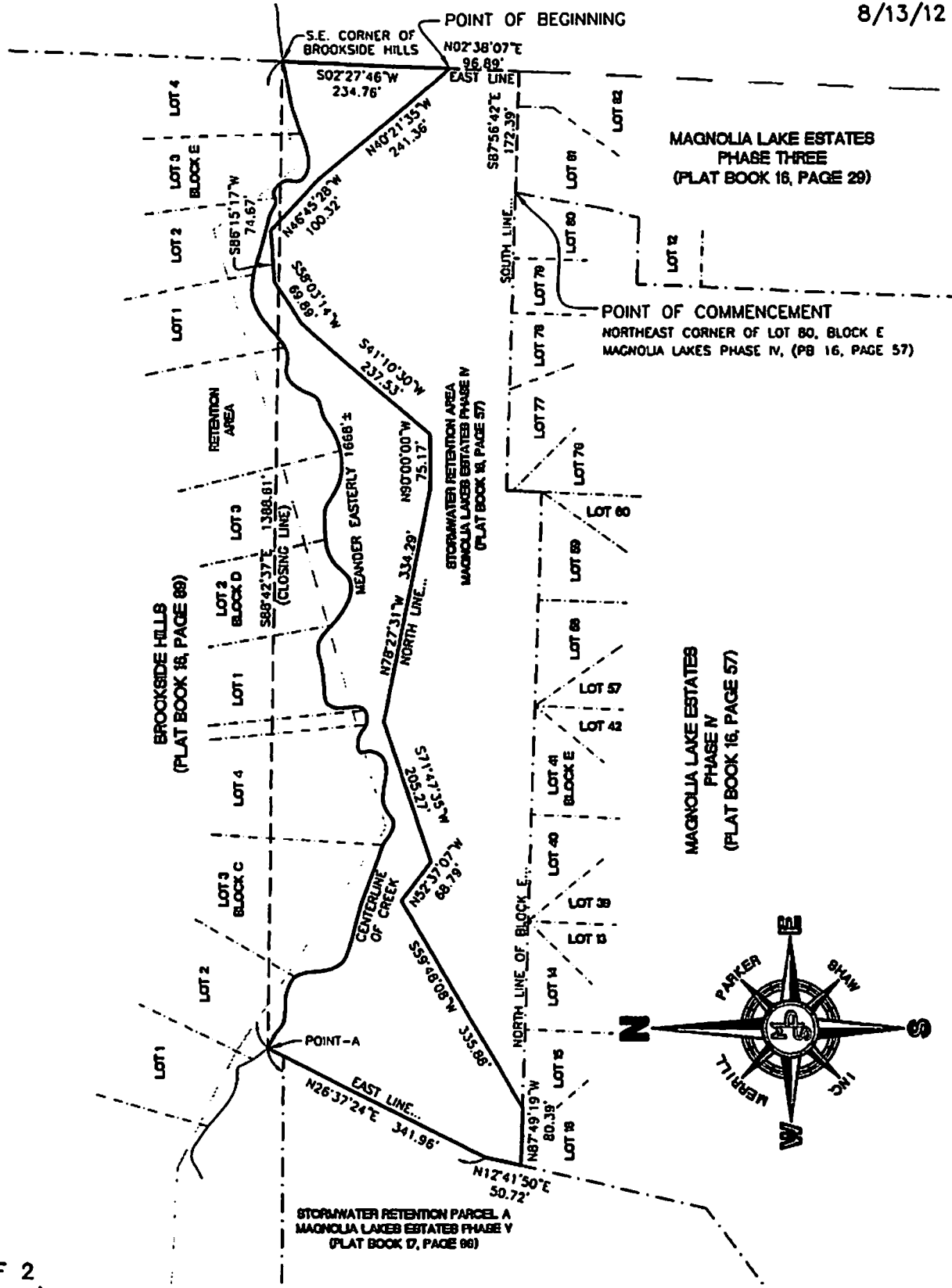


MERRILL PARKER SHAW, INC.  
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4928 N. Davis Highway  
Pensacola, Florida 32503

Phone: (850) 478-4923  
Fax: (850) 478-4924

DESCRIPTION/DESCRIPTION DRAWING



PAGE 2 OF 2  
SCALE 1" = 300'



**MERRILL PARKER SHAW, INC.**  
 PROFESSIONAL CIVIL ENGINEERING AND SURVEYING  
 4928 N. Davis Highway  
 Pensacola, Florida 32503  
 Phone: (850) 478-4923  
 Fax: (850) 478-4924

DESCRIPTION/DESCRIPTION DRAWING

[Back](#)

**Source: Escambia County Property Appraiser**

[Restore Full Page Version](#)

General Information	
<b>Reference:</b>	181N302000000003
<b>Account:</b>	110205110
<b>Owners:</b>	U I L FAMILY LIMITED PARTNERSHIP
<b>Mail:</b>	4229 HIGHWAY 90 PACE, FL 32571
<b>Situs:</b>	3200 E KINGSFIELD RD BLK 32533
<b>Use Code:</b>	VACANT RESIDENTIAL
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2011 Certified Roll Assessment	
<b>Improvements:</b>	\$0
<b>Land:</b>	\$1,805
<b>Total:</b>	\$1,805
<a href="#">Save Our Homes:</a>	\$0
<a href="#">Disclaimer</a>	
<a href="#">Amendment 1 Calculations</a>	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/1992	3148	1000	\$541,500	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2011 Certified Roll Exemptions	
None	
Legal Description	<input type="text"/>
BEG AT SE COR OF NW 1/4 N 2 DEG 38 MIN 14 SEC E ALG E LI 85 37/100 FT TO NLY R/W LI OF KINGSFIELD RD FOR POB...	
Extra Features	<input type="text"/>
None	

**Parcel Information**

[Restore Map](#)

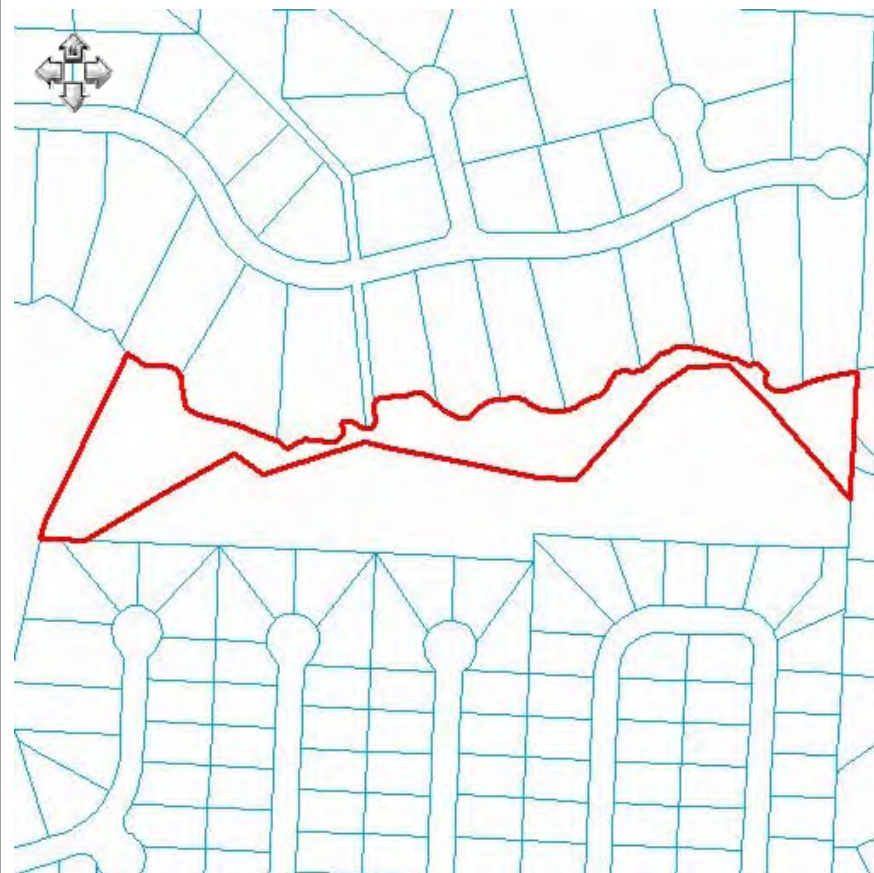
[Get Map Image](#)

[Launch Interactive Map](#)

**Section Map Id:**  
[18-1N-30-1](#)

**Approx. Acreage:**  
3.8600

**Zoned:**  
[V-2](#)  
[V-3](#)



MAGNOLIA LAKE ESTATES AREA PARCEL / OWNER WANTS TO DONATE TO COUNTY



ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT  
LWG 06/15/12 DISTRICT 5



APPROXIMATELY 3.86 ACRE PARCEL OWNED BY UIL FAMILY LIMITED PARTNERSHIP (Edwin Henry)



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

**AI-3617**

**County Administrator's Report 10. 6.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/03/2013

**Issue:** Issuance of Purchase Order In Excess of \$50K

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Issuance of a Purchase Order to Medical Priority Consultants, Inc., (d/b/a Priority Dispatch/Protocol Support), for Emergency Fire Call-Taking Software - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of a Purchase Order to Medical Priority Consultants, Inc., (d/b/a Priority Dispatch/Protocol Support), in the amount of \$58,454, for the purchase of emergency fire call-taking (Emergency Fire Dispatch Protocol) software, annual maintenance for one year, and training for 30 employees.

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

**BACKGROUND:**

In early 2010, emergency medical call-taking software was purchased from Medical Priority Consultants, Inc. for use by the Escambia County Emergency Communications Center. This software provides Public Safety Telecommunicators (9-1-1 call-takers) specific medical protocol caller interrogation and response prioritization to increase call-processing effectiveness. The recommended purchase will upgrade the existing software to include Emergency Fire Dispatch (EFD), a nationally approved protocol for interrogation of and response to callers who dial 9-1-1 to report fire related incidents. It will remove the guess work for our 911 call-takers when receiving fire related calls from citizens, which allows all calls to be coded correctly for the most effective response. This protocol also provides post dispatch instructions scripted to direct citizens on how to remain safe after the initial report of fire. EFD allows for fire services to build in responses for specific types of alarms. For example, our current procedure requires the dispatch of a sparking outlet as a Structure Fire with full lights and siren response. EFD will allow Escambia County Fire-Rescue to build in responses specific to apparatus per call type. This would allow for a single engine to respond emergency, with additional companies rolling routine, until first-on-scene determines the situation. Upgrades or cancellations could follow. The protocol software will allow our 911 call-takers to be able to ascertain the correct information the first time which will be invaluable to our responders and citizens.

The cost includes software, maintenance for one year and training for thirty employees. The purchase will be funded from the E-911 Operations Fund.

**BUDGETARY IMPACT:**

Funding is available for this purchase in Fund 145 E-911 Operations, Cost Center 330404 E-911 Communications.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Department will issue a purchase requisition as soon as possible following Board approval.

---





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

**AI-3466**

**County Administrator's Report 10.7.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/03/2013

**Issue:** Extension of Contract for Collections Services for Escambia County Public Safety EMS, PD 08-09.014

**From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Collections Services for Escambia County Public Safety EMS - Michael D. Weaver, Public Safety Department Director

That the Board extend the Contract for Collections Services for Escambia County Public Safety EMS (Emergency Medical Services), PD 08-09.014, for a 12-month period, effective February 5, 2013, to United Collection Service, Inc., under the current terms and conditions.

[Funding Source: Fund 408, Emergency Medical Service, Cost Center 330603, EMS Billing Business Ops, Object Code 53401]

**BACKGROUND:**

In its meeting held January 22, 2009, the Board awarded Contract PD 08-09.014, "Collections Services for Escambia County Public Safety EMS," to United Collection Service, Inc., effective February 5, 2009, for a period of 36 months, with an option to extend the Contract for two additional 12-month periods. The Contract's initial 3-year term expired midnight, February 4, 2012, and the Board approved the first 12-month extension in its meeting held January 5, 2012. This recommendation is the result of a mutual agreement between the parties to exercise the option to extend the collection agency services agreement, as amended, for the final 12-month period, February 5, 2013, through February 4, 2014.

**BUDGETARY IMPACT:**

Funds for these services have been budgeted in the Fund/Cost Center referenced above for FY 2012/13.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney Kristin Hual recommended this course of action.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is consistent with the Board's policy and procedures for this Contract.

**IMPLEMENTATION/COORDINATION:**

N/A

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

**AI-3616**

**County Administrator's Report 10. 8.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/03/2013

**Issue:** Purchase Order for Accela Land Records Management Software Maintenance

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

**Organization:** Development Services

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning a Purchase Order for Accela Land Records Management Software Maintenance - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve and authorize a Purchase Order, in the amount of \$124,888.53, to Accela, Inc., for proprietary annual software maintenance for Escambia County.

[Funding: Fund 001, General Fund, Cost Center 270109, IT Applications - \$62,444.26, and Fund 406, Building Inspections Fund, Cost Center 250101, Permitting - \$62,444.27]

**BACKGROUND:**

Each year, the Development Services Department, Building Inspections Division and Management and Budget Services Department, Information Technology Division, share equally in the cost of the annual Accela land records management software maintenance fees for all users in Escambia County. The Maintenance Agreement with Accela, Inc. covers all upgrades and software improvements and releases related to its software. County staff has carefully examined the Maintenance Agreement and determined that it will be beneficial to Escambia County to renew the Maintenance Agreement for all users.

**BUDGETARY IMPACT:**

Funds are available in Fund 001 General Fund, Cost Center 270109 IT Applications, and Fund 406 Building Inspections Fund, Cost Center 250101 Permitting.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, Chapter 46, Article II, Division 3, Section 81, Purchasing and Contracts.

**IMPLEMENTATION/COORDINATION:**

No Implementation Required

---

**Attachments**

Accela Invoice

IT Approval

---



**Invoice**

Accela, Inc  
 2633 Camino Ramon, Ste. 120  
 San Ramon, CA 94583

Invoice#	MR053297
Date	8/21/2012
Page	1

**Bill To:**

Escambia, FL - County of  
 S. Dale Baker  
 Building Inspections Division  
 3363 West Park Place  
 Pensacola FL 32505

**Ship To:**

Escambia, FL - County of  
 S. Dale Baker  
 Building Inspections Division  
 3363 West Park Place  
 Pensacola FL 32505

Purchase Order No.	Customer ID	Salesperson ID	Contract No.	Due Date	Payment Terms
	ESCAMBIA,CO,FL	JEFF REESE		12/22/2012	Net 123
Item Number	Description	Quantity	Unit Price	Discount	Ext. Price
AA_MAINT_AUTOMATION	AA_MAINT_LAND MANAGEMENT	95.00	\$ 548.19	\$ 0.00	\$ 52,077.83
AA_MAINT_AUTOMATION	AA_MAINT_LICENSING MODULE	5.00	\$ 2,268.47	\$ 0.00	\$ 11,342.36
AA_MAINT_AUTOMATION	AA_MAINT_ACCELA WIRELESS	40.00	\$ 595.29	\$ 0.00	\$ 23,811.54
AA_MAINT_AUTOMATION	AA_MAINT_ACCELA GIS	100.00	\$ 151.78	\$ 0.00	\$ 15,178.08
AA_MAINT_AUTOMATION	AA_MAINT_CITIZEN ACCESS	1.00	\$ 10,692.43	\$ 0.00	\$ 10,692.43
AA_MAINT_AUTOMATION	AI_MAINT_ACCELA IVR	1.00	\$ 11,786.29	\$ 0.00	\$ 11,786.29
	The Maintenance Fees are for the period: December 22, 2012 to December 21, 2013				

Please direct invoice inquiries to the  
 Accounts Receivable Dept. at (925) 659-3275  
 send an email to: [accountsreceivable@accela.com](mailto:accountsreceivable@accela.com)

**Remit To:**  
 Accela, Inc  
 # 774375  
 4375 Solutions Center  
 Chicago, IL 60677-4003

**Wiring Instructions**  
 Wells Fargo Bank  
 For credit to: Accela, Inc.  
 Account: 412-1765507  
 ABA: 121000248

<b>Subtotal</b>	\$ 124,888.53
<b>Trade Discount</b>	\$ 0.00
<b>Tax</b>	\$ 0.00
<b>Freight</b>	\$ 0.00
<b>Total</b>	\$ 124,888.53

**Gerald K Wooten**

---

**From:** Veronica V. Fountain  
**Sent:** Friday, November 09, 2012 8:01 AM  
**To:** David A. Musselwhite; Gerald K Wooten  
**Subject:** RE: IT Portion of Accela Invoice  
**Attachments:** image001.png; image002.png

Good Morning Gerald

The Cost Center will be 270109/54601, and please let me know the purchase order number when it is issue for my records.

Thanks

Veronica

---

**From:** David A. Musselwhite  
**Sent:** Thursday, November 08, 2012 3:13 PM  
**To:** Gerald K Wooten  
**Cc:** Veronica V. Fountain  
**Subject:** RE: IT Portion of Accela Invoice

Hi Gerald

I will have Veronica get back with you on this since we have broken our budget into different cost centers.

Thanks

David

---

**From:** Gerald K Wooten  
**Sent:** Thursday, November 08, 2012 2:07 PM  
**To:** Deana E. Stallworth  
**Cc:** Amru Meah; Rick Lee; David A. Musselwhite  
**Subject:** IT Portion of Accela Invoice

Deana,

We received the invoice for the Accela Maintenance fees for 12/22/2012 – 12/21/2013 in the amount of \$124,888.53. In Fund 406, 50% of this amount is budgeted (\$62,444.27). Last year you authorized the other 50% from 001/140101/54601. Is that the same for this year? If so, I will begin the process of getting this on the BCC agenda for approval of payment.

Thanks for your help.

Gerald

Gerald K. Wooten, Accountant  
Building Inspections Division - Escambia County Development Services Department



850.595.3586



850.595.3589



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

**AI-3702**

**County Administrator's Report 10. 9.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 01/03/2013

**Issue:** Supplemental Budget Amendment #52, Payment of Legal Fees

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #52 and the Payment of Legal Fees - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning Supplemental Budget Amendment #52 and the payment of legal fees associated with the Portofino Valuation Lawsuit:

A. Adopt the Resolution approving Supplemental Budget Amendment #52, General Fund (001) and the Debt Service Fund (203) in the amount of \$0, to eliminate the payment back to the Santa Rosa Island Authority (SRIA), for the Commercial Leaseholders Economic Incentive Fund, in the amount of \$216,666, and to utilize the funds freed up for the payment of legal fees associated with the Portofino Valuation Lawsuit. In addition, another \$26,543 will be moved from the Santa Rosa Island reserves to be used for these legal fees; and

B. Approve payment in an amount not to exceed \$243,209 for court-ordered legal fees associated with the Portofino Valuation Lawsuit.

**BACKGROUND:**

The Santa Rosa Island Authority is covenanted to pay to the County a total of \$600,000 annually for the payment of specific bonded debts. Several years ago the County internally defeased one of these debts. As part of this defeasement arrangement the County returns a portion of these obligated funds to the SRIA. These funds are then used for the commercial leasehold economic incentive program. This fiscal year the total amount to be rebated was \$260,000. This supplemental budget amendment ends this rebate for 2013 and utilizes the remaining balance (\$216,666) for the payment of court-ordered legal fees associated with the Portofino valuation lawsuit.

In addition another \$26,543 will be moved from the reserve set aside for the lawsuit concerning taxability issues of the properties on Santa Rosa Island also to be used for the payment of these court ordered legal fees.

**BUDGETARY IMPACT:**

A total of \$243,209 will be paid in court ordered legal fees associated with the Portofino valuation case.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Portofino Court Order

013Sa052

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**IN THE CIRCUIT COURT IN AND  
FOR ESCAMBIA COUNTY, FLORIDA**

ERNEST PENNACAH  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL

2012 AUG 20 A 3:26

PORTOFINO TOWER ONE HOMEOWNERS  
ASSOCIATION AT PENSACOLA BEACH,  
INC.,

CIRCUIT COURT DIVISION  
FILED & RECORDED

Plaintiffs,

vs.

CASE NO. 2004 CA 2288

CHRIS JONES, Property Appraiser for Escambia  
County, Florida; and JANET HOLLEY, Tax  
Collector for Escambia County, Florida,

Defendants.

**SUPPLEMENTAL FINAL JUDGMENT  
ASSESSING COSTS AGAINST DEFENDANTS**

THIS CAUSE was before the Court at a duly noticed hearing on the Plaintiffs' Amended Motion For Judgment Taxing Costs relating to the Amended Findings of Fact, Conclusions of Law And Final Judgment Ordered entered in this action *nunc pro tunc* on December 21, 2010. The Court having considered the Motion, along with the testimony and exhibits offered at the hearing, applicable case law and argument of counsel and being otherwise fully advised in the premises, it is

ORDERED that Plaintiffs' Motion is GRANTED and the following supplemental judgment is issued, based upon the following findings of fact:

1. Having recovered the subject Judgment against the Defendants, Plaintiffs are entitled to costs pursuant to Florida Statutes §§57.041 and 194.192. *Bessey v. Difilippo*, 951 So.2d 992, 995 (Fla. 1<sup>st</sup> DCA 2007)
2. Plaintiffs have satisfied the Court and established that all requested costs were reasonably necessary to prosecute the case at the time the action precipitating the cost was taken.

Case: 2004 CA 002288



00085614820

Dkt: CR1036 Pg#: 4

Pursuant to the authority provided to the Court (as cited in the Affidavit of Plaintiff's Costs (Exhibit "B")), Plaintiff's Memorandum of Law in Support of Plaintiff's Motion for Costs, and presented at the hearing), the Court awards all costs submitted by Plaintiff in their Exhibit "B1" as well as the additional costs submitted for expert testimony at the cost hearing (Affidavit of Plaintiff's Supplemental Costs), after considering the requisite factors<sup>1</sup> as guides in determining reasonable costs, as follows:

- \$ 6,815.00 FILING FEES
- \$ 200.00 CLERK'S FEE (Summonses)
- \$ 1,125.00 SERVICE OF PROCESS
- \$ 7,505.45 COURT REPORTER (reporting fees, transcription fees, transcript copies re: depositions, trial, pre-trial conference)
- \$164,767.87 EXPERT WITNESS FEE re: Consortium Appraisal, Inc. (Harry Collison) (review and inspection; research and analysis; report preparation [Plaintiff's trial Exhibit "A"]; preparation for deposition; deposition testimony; trial preparation, attendance and testimony; exhibits; travel expenses)
- \$ 3,503.68 EXPERT WITNESS FEE re: Consortium Appraisal, Inc. (Harry Collison) (hearing preparation, attendance and testimony re: Plaintiff's Amended Motion For Judgment Taxing Costs; travel expenses)
- \$ 41,401.47 EXPERT WITNESS FEE re: Hardin Construction Company, LLC (review and inspection, research and analysis, preparation of report)
- \$ 6,350.00 EXPERT WITNESS FEE re: Fruitcher-Lowery Appraisal Group, Inc. (Tom Fruitcher) (review, inspection and appraisal; preparation of reports (appraisals); preparation for deposition; deposition testimony)

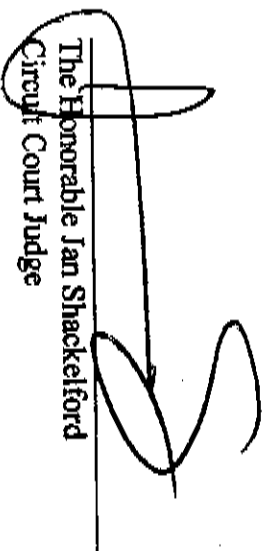
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<sup>1</sup> (A) the nature and extent of the disclosure made to the client about the costs; (B) whether a specific agreement exists between the lawyer and client as to the costs a client is expected to pay and how a cost is calculated that is charged to a client; (C) the actual amount charged by third party providers of services to the attorney; (D) whether specific costs can be identified and allocated to an individual client or a reasonable basis exists to estimate the costs charged; (E) the reasonable charges for providing in-house service to a client if the cost is an in-house charge for services; and (F) the relationship and past course of conduct between the lawyer and the client.

\$ 1,085.75 TRIAL EXHIBITS (Pro-Legal)  
\$ 2,500.00 TRIAL EXHIBIT (Adeache Group Architects)  
\$ 416.55 DOCUMENTS Produced by Defendant per Public Records Request  
(documents were used at trial (Plaintiff's trial Exhibit 11 was a  
summary prepared from the documents)  
\$ 1,028.84 PHOTOCOPIES (Pro-Legal): ) re: discovery, deposition exhibits, and  
documentary evidence introduced at trial  
\$ 439.80 PHOTOCOPIES (in-house) re: discovery, deposition exhibits, pleadings  
and papers filed with Court  
\$ 3,022.50 PHOTOCOPIES (in-house) re: exhibit books, legal memoranda and  
documentary evidence introduced at trial  
\$ 364.50 COLOR COPIES (in-house) re: discovery, deposition exhibits,  
pleadings and/or papers filed with Court  
\$ 161.00 COLOR COPIES (in-house) re: exhibit books and documentary  
evidence introduced at trial  
\$ 2,520.90 MEDIATION FEES  
\$243,208.31 Total Costs

ORDERED that Plaintiffs, PORTOFINO TOWER ONE HOMEOWNERS  
ASSOCIATION AT PENSACOLA BEACH, INC., PORTOFINO TOWER TWO  
HOMEOWNERS ASSOCIATION AT PENSACOLA BEACH, INC., PORTOFINO  
TOWER THREE HOMEOWNERS ASSOCIATION AT PENSACOLA BEACH, INC.,  
PORTOFINO TOWER FOUR HOMEOWNERS ASSOCIATION AT PENSACOLA  
BEACH, INC., PORTOFINO TOWER FIVE HOMEOWNERS ASSOCIATION AT  
PENSACOLA BEACH, INC., recover from Defendants, CHRIS JONES, Property Appraiser  
for Escambia County, Florida; and JANET HOLLEY, Tax Collector for Escambia County,  
Florida, jointly and severally, their costs in the total amount of \$243,208.31, which shall bear  
interest at the rate of 4.75% per annum, for all of which let execution issue.

DONE AND ORDERED this 20<sup>th</sup> day of August, 2012, at Pensacola, Escambia  
County, Florida.

  
The Honorable Jan Shackelford  
Circuit Court Judge

Judgment Creditors:

Portofino Tower One Homeowners Association at Pensacola Beach, Inc.  
Portofino Tower Two Homeowners Association at Pensacola Beach, Inc.  
Portofino Tower Three Homeowners Association at Pensacola Beach, Inc.  
Portofino Tower Four Homeowners Association at Pensacola Beach, Inc.  
Portofino Tower Five Homeowners Association at Pensacola Beach, Inc.  
Ten Portofino Drive  
Pensacola Beach, FL 32561

Judgment Debtors:

CHRIS JONES, Property Appraiser for Escambia County, Florida  
221 Palafox Place, Suite 300  
Pensacola, FL 32502-5728  
  
JANET HOLLEY, Tax Collector for Escambia County, Florida  
213 Palafox Place  
Pensacola, Florida 32502

9/23/12  
MM  
Conformed copies to:

Edward P. Fleming, Esquire  
R. Todd Harris, Esquire  
✓ McDonald - Fleming - Moorhead  
25 West Government Street  
Pensacola, FL 32502

Thomas M. Findley, Esquire  
Elliott Messer, Esquire  
Messer, Caparello & Self, P.A.  
✓ 2618 Centennial Place  
P.O. Box 15579  
Tallahassee, FL 32317

**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

Resolution Number  
R2013-

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 returns funds to the Santa Rosa Island Authority for their Commercial Economic Assistance Program, and this program will be discontinued for fiscal year 2013. This change 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:

Debt Service Fund	203		
General Fund	1		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
SRIA Lease Fees	203	338002	(216,666)
SRIA Lease Fees	1	338002	216,666
<b>Total</b>			<b>\$0</b>
<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Aids to Government Agencies	203/110248	58101	(216,666)
Professional Services	001/110201	53101	243,209
Reserves	001/110201	59801	(26,543)
<b>Total</b>			<b>\$0</b>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:  
ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Gene M. Valentino, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment  
#52



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-3707

County Administrator's Report 10. 1.

BCC Regular Meeting

Discussion

Meeting Date: 01/03/2013

Issue: Pensacola-Escambia Development Commission Appointment

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

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#### **RECOMMENDATION:**

Recommendation Concerning an Appointment to the Pensacola-Escambia Development Commission - George Touart, Interim County Administrator

That the Board appoint one of the following four nominees to the Pensacola-Escambia Development Commission, for a two-year term, effective January 3, 2013, through January 2, 2015:

- A. M. Blaise Adams;
- B. Sam Camariotes, Jr.;
- C. Rufus E. Harris, III; or
- D. David Pasqualone.

#### **BACKGROUND:**

This Commission was established through the adoption of a legislative act in 1989, HB 984, Amending Chapter 67-1365, Laws of Florida providing for a change in the membership structure of the Pensacola-Escambia Development Commission (PEDC) with its purpose being to actively seek new industry for the area, and expansion of existing industries. It is responsible for promoting tourism and convention activities for the Escambia County area.

Mr. M. Blaise Adams, Mr. Sam Camariotes, Jr., Mr. Rufus E. Harris, III, and Mr. David Pasqualone have expressed the desire to be appointed. Their Resumes are attached for your review.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

In accordance with Section I B, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

M. Blaise Adams

Sam Camariotes, Jr.

Rufus E. Harris, III

David Pasqualone

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## **Biography**

### **M. Blaise Adams**

Blaise Adams has been employed in the banking industry since 1981 when he entered a management training program at a regional bank based in Macon, Georgia . Upon completion of the program, Adams assumed responsibility for management of the Bank's credit department and served in this capacity for 2 years before relocating to Pensacola, Florida and assuming a position as a Commercial Lender for Sun Bank. After 4 years at Sun Bank, Adams then was hired as Vice-President/Commercial Lender at Citizens & Peoples National Bank in Pensacola. Adams was later promoted to Senior Vice-President/Senior Credit Officer at C&P and assumed responsibility for the Bank's credit department and oversight of the Bank's commercial lending activities including credit approval and portfolio management. During his tenure in this capacity Adams implemented policies and procedures to assist the bank in conforming to compliance with newly issued lending regulations adopted by the Office of the Comptroller of the Currency (OCC). In addition, Adams implemented strategies that resulted in a significant improvement in the Bank's commercial credit metrics. In 1993, Adams was recruited by AmSouth Bank as Senior Vice-President and Senior Credit Officer for its NorthWest Florida region which included offices in Pensacola, Ft. Walton, Destin, Panama City and Tallahassee. Adams was vested with credit approval authority of \$3 million and actively participated in business development activities with the Relationship Managers in each of the region's markets. In 1995 Adams transitioned to the position of Senior Vice-President /Area Commercial Banking Sales Manager for the NorthWest Florida Region. In this capacity Adams was responsible for the region's Commercial Banking, Commercial Real Estate and Treasury Management sales activities resulting in loan, deposit and fee income production.

In the latter part of 2006, Adams was approached by a group of local businessmen seeking to start a new community bank in Escambia County. Adams engaged a consultant and met with representatives of the Licensing Division of the Florida Department of Banking to discuss the application for a new bank charter. In early 2007 Adams was approached by the CEO and CFO of Alabama National Bancorporation (ANB) in Birmingham, Alabama to discuss their interest in establishing a presence in Florida. After extensive discussion and negotiation, Adams agreed to form a new Bank in Escambia County under the ANB umbrella. Adams joined ANB in March of 1997 and the Citizens & Peoples Bank opened for business on August 15, 1997 with Adams serving as CEO, President and Director. A second location was opened in Downtown Pensacola in May of 1998 and a third location on Airport Boulevard in August of 2002. In March of 2005 ANB merged C&P into its Baldwin County, AL affiliate First Gulf Bank. The headquarters of First Gulf was relocated to Pensacola and Adams was named President of the merged operation. A fourth Pensacola location was opened in June, 2005.

In February of 2007 ANB entered into a definitive agreement to be acquired by RBC Bank – the U.S. affiliate of the Royal Bank of Canada. ANB was merged into RBC in early 2008 and Adams was named Market Executive for the Pensacola market. Early in 2010 RBC entered into a corporate reorganization and the Market Executive position was eliminated throughout the corporate structure. Adams was named Team Leader of the Portfolio Resolution Group for the Alabama and Northwest Florida markets. In December 2011 RBC entered into a definitive agreement to be acquired by PNC Bank. RBC was merged into PNC in March of 2012 and Adams assumed the position of Team Leader of the Alabama and Northwest Florida unit of the Asset Resolution Team.



During the last 15 years, Adams has been very active in local civic and charitable organizations. He served 2 terms as Vice-Chair of Economic Development for the Pensacola Area Chamber of Commerce and as Chairman in 2010. Under Adams leadership, the Chamber embarked on a national search for a CEO that resulted in the hiring of Jim Hizer who previously served as CEO of the Bowling Green, Kentucky Chamber of Commerce. In addition, Adams spearheaded an effort to significantly increase both private and public sector funding of the Chamber's economic development efforts through a fundraising campaign known as Vision 2015. A feasibility study performed by the Chamber's fundraising consultant, National Community Development Services (NCDS) indicated a capacity of \$5.0 million for a 5 year campaign. Based on the addition of Hizer to the Chamber staff and a compelling case to create 3,000 jobs over the 5 year term of the campaign, over \$8 million was committed by the private and public sectors and more importantly the percentage of private sector funding of the Chamber increased from 25% to 65%. Adams remains as an ex-officio member of the Chamber Board of Directors and serves as Chair of the Pensacola Innovation Network (PIN) which has obtained a state grant to develop and operate a high speed fiber optic network which will be linked to the Florida LambdaRail.

Adams also served two terms as Chair of the Downtown Improvement Board, two terms as Chair of Sacred Heart Foundation and two terms as President of Catholic Charities of Northwest Florida. He currently serves as a member of the Escambia County Investment Advisory Committee and the Finance Committee of the Archdiocese of Pensacola-Tallahassee. Adams is a member of the Rotary Club of Pensacola and Pensacola Country Club. He has been married to Patrice for 27 years and they have two children. Hobbies include golf, hunting and boating.

Personal references are available upon request.

**Sam Camariotes Jr.**

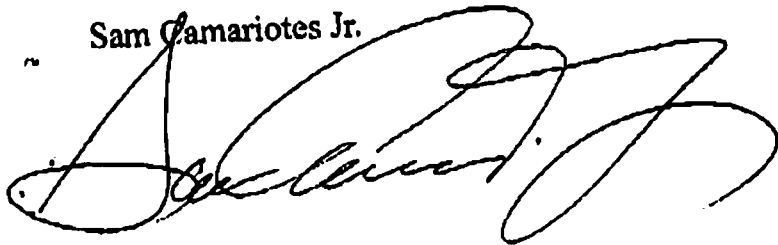
**811 Tara Circle  
Cantonment, Fl 32533**

**Owner/Operator Sam's Seafood & Steaks since 1983  
420 South "A" Street  
Pensacola, Fl 32514**

**Cell (850)-572-3300**

**Thank you for your consideration.**

**Sam Camariotes Jr.**

A large, stylized handwritten signature in black ink, appearing to read 'Sam Camariotes Jr.', positioned below the typed name.

Rufus E Harris, III  
10102 Castleberry Blvd  
Pensacola, FL 32526  
Contact Phone: (850) 525 4972  
Work Phone: (850) 452-3449  
Email Address: [reharris65@bellsouth.net](mailto:reharris65@bellsouth.net)  
Work Email Address: [rufus.e.harris@navy.mil](mailto:rufus.e.harris@navy.mil)

## **EXPERIENCE**

**11/2010 to Present; 40 hours per Week; Human Resources Assistant (Military); GS-0203-05; last promoted 11/2010; permanent employee; not on a temporary promotion; Navy Pay and Personnel Support Center (PSD), Mrs. Jo Amon, 850 452 4284; may contact supervisor.**

### **Human Resources Assistant (Military)**

Human Resources Specialists involved in using information systems, in delivering services to Military Personnel, and in classification, recruitment and placement, employee benefits, human resource development, performance management, and employee and labor relations. Services may be provided onsite at a command Human Resources Office or at a regional Human Resources Service Center.

Knowledge and skill to review theories and proposed standards and instructions for Navy wide-implementation covering a broad range of topics such as personnel manning, accounting and reporting manpower management and a thorough comprehension of the Pay and Personnel Administrator System Manual in addition to Navy's Military Personnel Manual. Perform (SLDCADA) data for section and administration systems.

Conducts personnel classification interviews with non-prior service trainees. Review and analyzes information from personnel records and biographies of trainees to assist them in selecting preferences from available jobs. The incumbent discussed the trainees' background, education, training and job history to identify skills and determine with occupations they should be considered for.

Determines if trainees qualify for the Personal Reliability Program (PRP), and skills requiring a Top Secret or higher security clearance. Verifies the accuracy of the Enlisted Classification Record which includes information about the recruit prior to and at the time of entry into the Navy such as the recruits' aptitude test scores, civilian education and training, personal interests, and the Interviewer's recommendation regarding the member's assignment.

Solicits background information from the trainees about involvement with law enforcement agencies, drug experiences, and medical history. Determines whether trainees are qualified for the Navy, and what specialties they may be eligible for. Must determine if adjustments to a trainee's service records should be made if derogatory information is revealed that may be potentially disqualifying, and whether the trainee should be referred for possible discharge action. Serves as the primary source of information for trainees or seamen regarding job selection procedures and requirements. Briefs trainees on availability of jobs for which they qualify. Assist the trainees in preparing the necessary paperwork to request specific training classes or courses. Counsels trainees on various types on various types of specialties including the type of work, possible assignments, and civilian related positions.

### **Legal**

General duties involve the legal operational, managerial, clerical, and administrative duties. Typical duties include research, preparation and typing of general correspondence, forms, and reports. Maintaining office correspondence files, directives, and publications. Leading or perform clerical or technical legal work that requires specialized knowledge of processes, procedures and practices to support legal activities. To perform this work, I possess knowledge, skills and abilities associated with the form, content and uses of civilian and military legal instruments and documents, and or the steps and procedures involved in processing civilian or military legal actions.

### **Supply**

Supervise assignments require knowledge of common methods and techniques to analyze and evaluate the effectiveness and efficiency of supply programs and/or operations. As the Supply Specialist in receiving instructions and assignments dealing with supply and accountability matters. The incumbent will need to have knowledge of requisitioning, receiving, issuing and disposing of installation supplies and equipment, and of multiple supply objectives including inventory management of expendable and non-expendable items. Has a secret security clearance.

**03/2009 to 11/2010; 40 hours per Week; Medical Support Assistant; GS-0679-4; last promoted Not Specified; permanent employee; not on a temporary promotion; Naval Hospital Pensacola, 6000 hwy 98 w Pensacola FL 32512; David Gary , 850 505 6556 ; may contact supervisor.**

## **Medical Support Assistant**

**Verifies beneficiary's eligibility for care by using the Defense Eligibility Enrollment Reporting System (DEERS). Once eligibility has been verified, incumbent registers patient data into the Composite Health Care System (CHCS) computer database and prints a patient's identification card and record label. Assists patient by giving directions and general information concerning hospital hours, and appointments.**

**Establishes new outpatient records for eligible beneficiaries by selecting the appropriate record jacket and completing all required forms and data ensuring correct patient information. Ensures the patient completes the required Privacy Act Statement in accordance with the Federal Privacy Act of 1974, and the third party collection forms. Replaces record jackets when records are received in worn condition or are otherwise not consistent with Navy medical records procedure, and merges old medical records with new outpatient records' ensuring all data is placed in proper chronological order.**

**Locates pulls and or files medical records utilizing the terminal digit filing system. Retrieves medical records as needed to facilitate record movement or transfer. Reviews and develops procedures and guidelines for reviewing and verifying information in outpatient records to identify record deficiencies. Forwards appropriately requested medical records chits to other medical facilities. Utilizes record tracking system to facilitate record availability. Strives to attain continuous quality improvement in record availability and tracking. Tracks medical records internally and externally to include: between this hospitals' internal clinics; between this hospitals' records department and internal clinics; between the hospitals' records department and external branch clinics; between his hospitals' records department and external military/federal medical treatment facilities; and between this hospitals' medical records department and external civilian medical facilities. Maintains automated/manual tracking methods to facilitate expeditious record movement and ensure record tracking accuracy. Files pertinent medical information/form/reports in outpatient records.**

**Assist in assessing, researching and resolving medical record content and availability deficiencies. Deficiencies discovered as a result of record review, assessment and verification may include but limited to: the prescribed order and placement of in excess of 100 military medical forms; placement of a myriad of civilian forms; utilization of the appropriate record page/part; privacy act information; utilization of the Putting Prevention Into Practice form; immunizations: HIV testing; physical examinations periodicity, terminal digit system and archiving. The employee uses judgment to identify and select the most appropriate guidelines, references and procedures for accomplishing the aforementioned duties. Searches for health records and other administrative material when searching involves several possible locations: when information provided is meager, vague or**

misleading; or when existence of records is undetermined. Prepares appropriate outpatient health records for retirement to National Archives.

Operates photocopying equipment and FAX machine, provides general information to patients. Prints identification cards for Ambulatory Procedure Visit patients. Trains newly reporting personnel in all duties. Verifies eligibility for patients presenting civilian prescriptions. Fills in for incumbent admissions clerk as needed and in this capacity properly admits patients, and completes applicable paperwork and provides applicable information to customers, customer assistance, inventory, computer operations, and computer security.

Performs all procedures for the admission of the patients to the MTF and ensures proper entry in the Composite Health Care System. (CHCS). This individual is the hospital point of contact for all patient admissions, transfers, and dispositions. Performs data entry for admissions, transfers, and dispositions including active duty dispositions after normal working hours. Interviews patients to obtain admission information. Provides Advanced Directives and organ/tissue donation information to patients, and refers them as appropriate to physicians, social workers and/or the legal office. Performs qualitative analysis of admission, discharge documents by reviewing content for internal consistency and completeness. Notifies the appropriate Command of the inpatient admission of active duty personnel. Notifies head, Patient Administration of a "command interest" admissions.

**05/2008 to 10/2008; 40 hours per Week; Medical Disability Examiner, Claims Adjuster, Exa; \$16 per Hour; last promoted Not Specified; permanent employee; not on a temporary promotion; Dept of Disability Determination , 5620 Davis Hwy; Allison Page , 850 475 5440 ; may contact supervisor.**

**Medical Disability Examiner, Claims Adjuster, Examiner**

Handling and reviewing claims to determine that appropriate payments and settlements are made in accordance with statutes, rules, case law, ensuring that proper methods are followed; and conferring with legal counsel on claims requiring litigation. Some positions in this occupation may be responsible for coordinating work and supervising employees. Investigates and assesses loss and damage. Interviews or corresponds with claimant and witnesses, consults police, employer, medical records, and other sources to determine extent of liability. Recommends that an award either be approved or denied based on statutory requirements. Talking to others to effectively convey information. Weighing the relative costs and benefits of a potential action and understanding written sentences and paragraphs in work related documents. Listening to what other people are saying and asking questions as appropriate. Identifying the things that must be changed to achieve a

goal. Communicating effectively with others in writing as indicated by the needs of the audience. Using logic and analysis to identify the strengths and weaknesses of different approaches. Knowing how to find information and identifying essential information as Medicare and commercial insurance. Interviews or corresponds with agents and claimants to correct errors or omissions and to investigate questionable entries.

Analyzes information gathered by investigation and report's findings and recommendations. Arranges for the defense of state agencies when claim is filed; manages litigation of claims through defense attorneys; and directs and monitors legal defense strategies. Negotiates outstanding medical bills to assure the most effective and equitable distribution of moneys available. Participates in mediation of litigated claims; resolves disputed claims; and negotiates fair and equitable claim settlement. Examines titles to property to determine validity and acts as company agent in transactions with property owners. Examines claims form and other records to determine insurance coverage. Communicating with persons outside the organization, representing the organization to customers, the public, government, and other external sources. This information can be exchanged face-to-face, in writing, or via telephone/electronic transfer.

Combining, evaluating, and reasoning with information and data to make decisions and solve problems. These processes involve making decisions about the relative importance of information and choosing the best solution. Compiling, coding, categorizing, calculating, tabulating, auditing, verifying, or processing information or data. Providing information to supervisors, fellow workers, and subordinates. This information can be exchanged face-to-face, in writing, or via telephone/electronic transfer. Identifying information received by making estimates or categorizations, recognizing differences or similarities, or sensing changes in circumstances or events. Evaluating information against a set of standards and verifying that it is correct. Making judgments about or assessing the value, importance, or quality of things or people. Observing, receiving, and otherwise obtaining information from all relevant sources. Maintains accurate patient accounts and ledgers by depicting what action was taken on each claim, the amount collected, amount resolved, invalid billing, delinquent amount and final account disposition. Reviews patient medical data to identify sources of recoverable earnings and insuring complete compliance for accounts, billing and collecting. Knowledge of cash handling techniques. Entering, transcribing, recording, storing, or maintaining information in either written form or by electronic and magnetic recording.

**04/1988 to 07/2008; 40 hours per Week; Administration; last promoted Not Specified; permanent employee; not on a temporary promotion; U.S. Marine Corps, Marine Corps Security Force Kings Bay, GA; James Smith , 912 573-0179/2700 ; may contact supervisor.**

**Over twenty years of experience as a Leader in positions of increasing responsibility integrating physical security, designing security plans, executive protection, anti terrorism training, vulnerability assessments, quality control, site surveys, security operations, investigations, and confinement. Excellent and experienced public speaker. Proficient in the use of personal computers and their associated programs; Microsoft Office, Word, PowerPoint, Windows OS. Composite Health Care System (CHCS) Certificate of Training, Excel 2003 Level 1, Certificate of Training, and SharePoint Introduction, Certificate of Training. Current Secret - Security Clearance.**

**U.S. Marine Corps**

**Administration**

**Personnel and Administrative chiefs supervise the flow of paperwork to ensure proper staffing of all inbound and outbound correspondence, drafting and publishing, and supervising the maintenance and distribution of directives and correspondence. Review of existing directives instructions to determine compliance with established format and to ensure clarity and accuracy. Plan, develop, implement, and maintain programs, policies, and procedures to protect the integrity and confidentiality of systems, networks, and data input to include training in applying hardware and software systems. Type reports, maintain files, arrange meetings and travel, and conduct research concerning the interpretation and application of a variety of rules and regulations. Maintain files and regulations and procedures relative to legal activities.**

**The main goal is to provide customer services to military and civilian personnel. You will develop technically sound and creative solutions to human resources issues considering organizational objectives and goals, as well as legal and regulatory limitations. Have the ability to communicate both orally and in writing. Skilled in applying academic counseling techniques and knowledge of educational opportunities. Ability to perform, plan, prepare and maintain required files, letters and documents in proper format into electronic records, calendar, directories, spreadsheets, and databases. Develop and administer databases used to store and retrieve data and develop standards for the handling of data. Provide technical support to customers who need advice, to include employee benefits, human resource development, performance management, and employee and labor relations assistance, recommend and develop details for operations and procedures for the collection, compilation, editing, and data.**

**Review travel vouchers and settled claims to determine that payments and settlements have been made in accordance with company practices and procedures and how to input**



travel claims into the computer database and breakdown travel vouchers for distribution to the member, commands, and office retain files. The work requires knowledge of the negotiability and validity of cash items, the acceptability of required supporting documents, and cash processing procedures of federal agencies and commercial institutions. Responsible for arranging transportation for, or perform other actions in connection with, the movement of freight, passengers or personal property by government or commercial means. Requires review to determine signature authentication, correct processing codes and may include operation of cash registers. The work also requires knowledge of accounting systems, standard accounting codes, classifications and terminology and the ability to apply various accounting methods and techniques. Responsible for maintain bank accounts in support of receipt, disbursement, examination, deposit and custody of cash items which includes handling cash items or use of cash accountability control methods.

Coordinate or otherwise exercise control over supplies, equipment or other material. I have an overall knowledge of both personnel and operational administrative procedure in order to establish direct supervision in the office. Coordinates work assignments and supervise clerical personnel in preparing and planning work for daily assignments. Responsibilities may include one or more phases of material management such as: initial planning, provisioning and requirements determination; acquisition and distribution; accountability; and ultimate issue for consumption, retention or disposal.

Utilizes many manuals and regulations such as the Joint Travel Regulation, Joint Federal Travel Regulation, and Dept. of Defense Volumes along with several various websites such as Defense Finance and Accounting Service (DFAS), Defense Table of Official Distance (DOD), to ensure rules are applied properly and payments paid correctly. By applying financial regulations and maintaining records, by the instruction for guidance. Prepares collection letters for the service member or civilian if an overpayment has occurred. Knowledgeable of Marine/Navy policies, regulations and military rank structure. Knowledgeable of NSIPS/DMO, military pay, ID cards, LIMDU, ESO and SATO and NAVPTO. Perform duties as Government Charge Card (GTCC) Account Program Coordinator and Assistant. Complete the necessary daily function for Government Travel Charge Card (GTCC) account to include opening/closing accounts, tracking balances and ensuring no fraudulent activity occurred.

Supervise Training section and responsible for the coordination and documentation of training for over 400 Marines and 400 Sailors. In functional areas: Weight Control, Marine Corps Common Skills(MCCS), Education, Marksmanship, Physical Fitness, and resident Professional Military Education(PME), Risk Management(RM), Nuclear, Biological, Chemical(NBC) Defense Training Program. Responsible for preparing annual, quarterly, and monthly training plan. Preparing monthly and weekly situation reports. Coordinate training and support with external supporting commands. With the use of government facilities and equipment shops, buildings, printing, and maintenance facilities, to perform

various duties concerned with the operation. Using many different Military bases such as: U.S. Army Florida National Guard at Camp Blanding, Florida; Fort Stewart Army Base; USMC Mobile Training Teams from Parris Island, South Carolina. Perform as the Non-Lethal Weapons Instructor. Assisted in the production and revision of the company's annual training plan for the fiscal years. Ensure a new training database for over 400 Marines and 400 Sailors was built and updated to reflect the current status of all Marines and Sailors. Training new personnel to the travel section. Insure personnel know how to answer the phone, load and unload printers, copiers, fax machines, analyzing, compiling, maintaining and distributing organizational charts, staffing levels, reports, graphs, mission statements and other types of organizational reports and documents.

## **TRANSPORTATION**

Supervise, lead or perform work to arrange transportation for, or perform other actions in connection with, the movement of freight, passengers or personal property by government or commercial means. Your responsibilities may include transportation support work such as fleet management, safety or regulatory program support, quality control and inspection, carrier performance evaluation or transportation report analysis and preparation. Knowledgeable of SATO and NAVPTO.

## **EDUCATION**

Arlington Heights High School, Ft Worth, Tx; 1983 High School Diploma  
Norfolk State University, 700 Park Ave Norfolk, VA 23504; Bachelor in BS in Interdisciplinary Studies , 2013; 2.50 out of 4 Point GPA; 93 Semester Hours  
Coastline Community College, 11460 Warner Ave, Fountain Valley, Ca 92; Associate in Business Administration & Electrical Technology , 2006; 2.54 out of 4 Point GPA; 86 Semester Hours

## **PROFESSIONAL TRAINING**

Huntsville, AL, Ordinance School, 1986.  
Ft. Ord, Ca, Leadership Development crs, 1989.  
Augsburg, Germany, Combat Lifesaver crs, 1991.  
Texas, Air Force Reserve Food Service, 1994.  
Marietta, Ga, Air Force Diet Therapy crs 1994.  
Marietta, Ga, Air Force Cycle Ergometry crs, 1995.  
Camp Johnson, NC, Administration School (Basic), 1996.  
Camp Johnson, NC, Administration School (Senior Clerk)2000.  
Pensacola, FL, Antiterrorism/Force Protection Force Auxiliary Security Force, 2001.  
Norfolk, Va, Legal clerk's crs, 2001.  
Camp Johnson, NC Administration School (Advance), 2002.  
Camp Geiger, NC, Staff Noncommissioned Academy, Career crs, 2004.  
Norfolk, Va Security Supervisor crs, 2005.

Camp Geiger, NC, Noncommissioned Academy, Advance crs, 2006.  
Fort Leonard Wood, Mo, Non-Lethal Individual Wpns Instructor (NIWIC),2006.  
Kings Bay, Ga, Motor vehicle Operator, Instructor crs, 2007  
Volunteer Fire Fighter (Training)(BEULAH) Pensacola, FL 2010

#### **PROFESSIONAL LICENSES/CERTIFICATES**

Composite Health Care System (CHCS) Certificate of Training 12 May 2009.  
EXCEL 2003 Level 1, Certificate of Training, 3 June 2009.  
Excel 2003 Level 2, Certificate of Training, 14 July 2009.  
SharePoint Introduction, Certificate of Training, 17 Jun 2009.  
SharePoint Site Administration, Certificate of Training 30 July 2009.  
Terminal Area Security Officer (TASO/ATASO), Certificate of Training  
28 July 2009.  
System Authorization Access Request (SAAR)11/2010  
Navy Standard Integrated Personnel System (NSIPS)11/2010  
Transaction online Processing System (TOPS) 11/2010

# DAVID PASQUALONE

dpasqualone@hotmail.com  
850.485.8027 cell

6405 Hermitage Drive ♦ Pensacola, Florida 32504

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## *KEY ACCOUNT MANAGER / TERRITORY MANAGER / SALES REPRESENTATIVE*

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**Talented and enthusiastic sales and marketing professional with a proven 10-year track record of exceeding all corporate sales goals and expectations by *121% or more annually* in highly competitive, technical, and challenging environments.**

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Dependable, hard-working, flexible, and creative. Confident, honest, balanced, and emotionally intelligent. Visionary problem solver with the analytical ability to quickly assimilate complex information and then communicate it simply, clearly, and effectively. Superior relationship building and presentation skills with the ability to excite, motivate and inspire others. History of successful relations with people of diverse social, cultural, geographic, and economic backgrounds. Resourceful self-starter that can prioritize and multi-task under pressure and successfully manage all aspects of the complex sales cycle in order to produce positive results / close the sale.

### CORE STRENGTHS

- Relationship Building and Networking
- Territory Management and Growth
- Prospecting and Winning New Business
- Account Development and Retention
- Strategic Planning and Implementation
- Negotiating and Influencing
- Team / Client Training and Motivation
- Identifying and Solving Problems

### PROFESSIONAL EXPERIENCE

- Business Division Faculty, Pensacola Christian College, Pensacola, Florida** 2007 - Present  
Trained, motivated, and inspired over 180 students from various disciplines in the art of professional selling and **broke all institutional benchmarks and historic sales records.**
- Northwest Territory Manager, BAE Systems- Products Group, Jacksonville, Florida** 2005 - 2007  
Substantially **exceeded all corporate sales goals in 2006 by 125%** within an established territory. Left territory in July on-target to surpass all 2007 sales objectives. Conceived and developed a successful cross-selling / marketing approach that engaged six business units in every sales presentation. Aggressively pursued and won competitive accounts regularly.
- Sales & Marketing Director, TruckVault, Inc., Sedro-Woolley, WA** 2004 - 2005  
Hired to save the company from insolvency. **Increased net sales 121% in the first 12 months.** Created and implemented a realistic two-year recovery plan / strategy that brought the company out of the red and into the black for the first time in 10 years.
- Marketing & Technology Manager, PACA Body Armor, Knoxville, TN** 2002 - 2004  
Managed and improved numerous aspects of company operations while restructuring and replacing out-of-date methods and contracts. Reduced thousands of dollars in company expenditures while **increasing profitability without any layoffs** and maintaining my integrity.
- Solutions Advisor, Gateway Computers, Pensacola, Florida** 2000 - 2002  
**Nationally ranked sales achiever.** Developed and implemented several successful local marketing campaigns for small/medium businesses. Cross-trained in all areas of operations in order to comprehensively understand the industry and better serve my company and clients.

### EDUCATION

- Bachelor of Science Degree in Marketing, Pensacola Christian College, Pensacola, Florida** 1997 - 2002  
Double minor in Mathematics and Management. Achieved Dean's List (Required 3.0/4.0) 3.05 GPA.



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

AI-3718

County Administrator's Report 10. 2.

BCC Regular Meeting

Discussion

Meeting Date: 01/03/2013

Issue: Fee Simple - Pensacola Beach

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning Discussion of Fee Simple, Pensacola Beach - George Touart, Interim County Administrator

That the Board discuss the Fee Simple issue relative to leaseholders on Pensacola Beach.

**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

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

AI-3656

County Attorney's Report 10. 1.

BCC Regular Meeting

Action

Meeting Date: 01/03/2013

Issue: Resolution Amending the RESTORE Act Advisory Committee Resolution

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning a Resolution Amending the RESTORE Act Advisory Committee Resolution 2012-150, Increasing the Committee's Membership and Revising the Quorum Requirement

That the Board adopt the attached Resolution increasing the membership of the RESTORE Act Advisory Committee and revising the quorum requirements for the Committee.

**BACKGROUND:**

On October 18, 2012, the Board of County Commissioners adopted Resolution R2012-150, which established the RESTORE Act Advisory Committee. After further discussion during the December 11th Committee of the Whole meeting, the Board is increasing the Committee's membership by adding two (2) additional at-large members. It is also revising the quorum requirements to reflect the increase in Committee membership.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This resolution was drafted by Ryan E. Ross, Assistant County Attorney

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

RESTORE 2013

## RESTORE Resolution

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**RESOLUTION NUMBER R2013 - \_\_\_\_\_**

**A RESOLUTION OF THE COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING RESOLUTION R2012-150 BY INCREASING THE MEMBERSHIP OF THE RESTORE ACT ADVISORY COMMITTEE; REVISING QUORUM REQUIREMENTS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on October 18, 2012, the Escambia County Board of County Commissioners adopted Resolution R2012-150, which established a RESTORE Act Advisory Committee to assist the Board in allocating its share of certain fine and settlement amounts pursuant to the federal Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012; and

**WHEREAS**, after further discussions regarding the composition of the Committee, the Board has determined that expanding Committee membership from seven (7) members to nine (9) members would further empower the Committee to effectively represent the interests of the residents of Escambia County.

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

**SECTION 1.        RECITALS.**

The aforementioned recitals are hereby incorporated into this Resolution.

**SECTION 2.        INCREASE TO COMMITTEE MEMBERSHIP.**

Section 4 of Resolution R2012-150 is hereby amended as follows:

The Committee shall consist of nine (9) members who are residents of Escambia County and appointed by the Board of County Commissioners as follows:

1. A representative of the financial industry (economist, banker, accountant, or financial planner with five (5) or more years experience in the financial industry).



2. A business leader with five (5) or more years of economic development experience.

3. An individual with five (5) or more years of experience in the area of transportation.

4. An individual with five (5) or more years of complex governmental experience.

5. An at-large citizen representative.

6. An individual appointed by the City of Pensacola. This Committee member cannot be an elected official or a regular or contract employee of the City of Pensacola unless the City of Pensacola is not going to request funding for a project under consideration by the Committee.

7. An individual representing local environmental advocacy groups.

A committee member may not be employed by or be a member of any organization that requests funding from, or that will be making recommendations to, the committee.

8. Two individuals representing the citizens of Escambia County and selected by the Board of County Commissioners only after it has selected the other seven members.

### **SECTION 3. REVISION TO QUORUM REQUIREMENTS.**

Section 8 of Resolution R2012-150 is hereby amended as follows:

Five (5) Committee members shall constitute a quorum for the purpose of conducting business. Each member shall exercise one vote on all matters subject to a vote of the Committee. All matters shall be decided by a majority vote of the members present. No member shall abstain from voting unless the member has a conflict of interest.

**SECTION 4.      EFFECTIVE DATE.**

This Resolution shall become effective immediately upon adoption by the Board of County Commissioners.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2012

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Gene M. Valentino, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

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

(Seal)

This document approved as to form and legal sufficiency.

By: \_\_\_\_\_

Title: ASST. COUNTY ATTORNEY

Date: DEC. 17, 2012

10/18/2012/CAT 1-1

RESOLUTION NUMBER R2012 - 150

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE RESTORE ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in response to the Deepwater Horizon oil spill during the summer of 2010, the United States Congress has enacted the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012, also known as the "RESTORE Act;" and

**WHEREAS**, one purpose of the RESTORE Act is to ensure that the federal government distributes a substantial portion of fines or settlement amounts collected as a result of the oil spill to communities affected by the oil spill; and

**WHEREAS**, the RESTORE Act empowers the Escambia County Board of County Commissioners with the authority to distribute certain amounts for various purposes and projects as designated by the Act; and

**WHEREAS**, the Board of County Commissioners finds that an advisory committee would assist the Board in determining which projects qualify for funding under the Act, and therefore would serve the public interest.

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

**SECTION 1. RECITALS.**

The aforementioned recital clauses are hereby incorporated into this Resolution.

**SECTION 2. ESTABLISHMENT.**

The Escambia County Board of County Commissioners hereby establishes the RESTORE Act Advisory Committee.

Date: 10/19/2012 Verified By: B. Schuyler

**SECTION 3. DUTIES OF THE RESTORE ACT ADVISORY COMMITTEE.**

The RESTORE Act Advisory Committee shall have the following duties and responsibilities:

A. That within the first six months of formation, the committee shall develop a plan, taking public input into consideration, that sets forth the final goals for the community's use of the subject RESTORE funds.

B. The Committee shall review projects submitted to the Board of County Commissioners for consideration of funding pursuant to the RESTORE Act. The Committee shall assign each project proposal into one of three categories: economic development and job creation, environmental, and infrastructure. A project may only be submitted for funding in one category. At the Committee's discretion, similar projects may be combined into a unified project proposal. Projects with a total estimated cost lower than \$500,000.00 will not be considered for funding using RESTORE Act funds.

C. The Board of County Commissioners shall establish ranking criteria for the Committee to use. The Committee shall rely solely on the ranking criteria established by the Board of County Commissioners.

D. The Committee shall rank each project and compile aggregate ranked lists of the projects submitted in each category. The Committee shall then submit the lists to the Board of County Commissioners for review and approval. The Board of County Commissioners may adopt a timeline for the ranking and approval process and any other deadlines it deems necessary. This timeline and other deadlines shall be binding on the Committee.

**SECTION 4.           COMPOSITION OF THE COMMITTEE.**

The Committee shall consist of seven (7) members who are residents of Escambia County and appointed by the Board of County Commissioners as follows:

1. A representative of the financial industry (economist, banker, accountant, or financial planner with five (5) or more years experience in the financial industry).
2. A business leader with five (5) or more years of economic development experience.
3. An individual with five (5) or more years of experience in the area of transportation.
4. An individual with five (5) or more years of complex governmental experience.
5. An at-large citizen representative.
6. An individual appointed by the City of Pensacola. This Committee member cannot be an elected official or a regular or contract employee of the City of Pensacola unless the City of Pensacola is not going to request funding for a project under consideration by the Committee.
7. An individual representing local environmental advocacy groups.

A committee member may not be employed by or be a member of any organization that requests funding from, or that will be making recommendations to, the committee.

**SECTION 5.           TERMS OF COMMITTEE MEMBERS.**

Committee members shall serve on the Committee until it has made all recommendations and completed its assignments as designated by the Board of County Commissioners. Should any Committee member cease to be an elector of the County, he or she shall cease to be a Committee member and shall be replaced by the Board of

County Commissioners. Except for the Committee member representing the City of Pensacola, Committee members may also be removed by the Board of County Commissioners. Additionally, the Committee shall recommend to the Board of County Commissioners the removal of a Committee member who accrues three unexcused absences from regularly-scheduled meetings of the Committee during the calendar year. Absences may be excused by a vote of the members present at any meeting.

**SECTION 6. OFFICERS.**

A. Chairperson. The Committee shall elect a Chairperson to preside at all meetings. The Chairperson shall be elected at the first meeting in January of each year and shall serve until the first meeting in January of the following year. There shall be no term limits for a member to serve as Chairperson.

B. Vice-Chairperson. The Committee shall elect a Vice-Chairperson to preside and act on behalf of the Chairperson during his or her absence. The term of office and method of election for the Vice-Chairperson shall be the same as the Chairperson.

**SECTION 7. REGULAR MEETINGS.**

The Committee shall establish a schedule of regular meetings, which shall be held at least every other month. A schedule of each year's regular meetings shall be distributed to all Committee members in December of the preceding calendar year.

**SECTION 8. QUORUM AND VOTING.**

Four (4) Committee members shall constitute a quorum for the purpose of conducting business. Each member shall exercise one vote on all matters subject to a vote of the Committee. All matters shall be decided by a majority vote of the members

present. No member shall abstain from voting unless the member has a conflict of interest.

**SECTION 9.**            **SPECIAL MEETINGS.**

The Chairperson may call a special meeting of the Committee on his or her initiative and shall call a special meeting at the request of any four members.

**SECTION 10.**        **LOCATION OF MEETING.**

Committee meetings shall be held in a public facility of sufficient size to accommodate those present and at such locations as the Committee may determine from time to time.

**SECTION 11.**        **RULES OF PROCEDURE.**

The Committee shall conduct its meeting in accordance with the current edition of Robert's Rules of Order, except to the extent that the provision thereof is inconsistent with this Resolution.

**SECTION 12.**        **SUNSHINE LAW.**

The Committee shall be subject to and each member shall be responsible for compliance with the Florida Sunshine Law and the Florida Public Records Act.

**SECTION 13.**        **AGENDA.**

The Chairperson shall prepare an agenda for all meetings. Any Committee member may request that a matter be placed on the agenda. The agenda and related materials shall be distributed at least one day prior to the meeting date.

**SECTION 14. MINUTES.**

Minutes shall be kept at each Committee meeting. The written summary of each meeting shall be submitted for approval of the members at the next regular meeting. Each written summary shall reflect the persons in attendance, items discussed, each action taken at the meeting, and the vote of the members on each item presented at the meeting.

**SECTION 15. NOTICE OF PUBLIC MEETING.**

Notice of regular or special meetings of the Committee and the time and location of each meeting shall be published to the public.

**SECTION 16. EFFECTIVE DATE.**

That this Resolution shall become effective immediately upon adoption by the Board of County Commissioners.

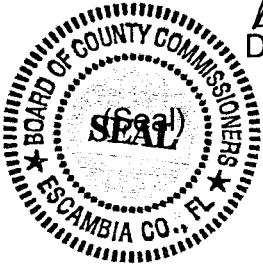
ADOPTED this 18th day of October 2012

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson  
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

Doris Harris  
Deputy Clerk



This document approved as to form and legal sufficiency

By [Signature]  
Title County Attorney  
Date 10/18/12

Date Executed  
October 18, 2012





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

AI-3691

County Attorney's Report 10. 1.

BCC Regular Meeting

Information

Meeting Date: 01/03/2013

Issue: Charlie Mullins and Earl Rhodes v. Board of County Commissioners and Board of Adjustment; Case No. 2012 CA 000621

From: Charles Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

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**RECOMMENDATION:**

Recommendation Concerning *Charlie Mullins and Earl Rhodes v. Board of County Commissioners and Board of Adjustment*, Case No. 2012 CA 000621.

That the Board accept the following informational report concerning *Charlie Mullins and Earl Rhodes v. Board of County Commissioners and Board of Adjustment*, Case No. 2012 CA 000621.

**BACKGROUND:**

On May 18, 2012, a summons and complaint was served on Escambia County and the Board of Adjustment by Charlie Mullins and Earl Rhodes who live in close proximity to a salvage yard and metal shredding machine in operation at 1751 North Green Street in Pensacola, Escambia County, Florida. Simultaneous with this filing, Mr. Mullins and Mr. Rhodes also sued the owners and operators of the salvage yard and metal shredder which is still pending in the Circuit Court. In the case filed against the County and the Board of Adjustment, the Plaintiffs alleged that their rights to due process under the Florida and federal Constitutions were violated because the notice given by the Board of Adjustment prior to granting a conditional use was defective in that pertinent facts were omitted. They argued had they known of the true facts of the use for which the property would be put, they could have appeared at the BOA hearing and objected.

This office filed a motion to dismiss alleging several grounds including the expiration of the statute of limitations, sovereign immunity, and that Plaintiffs were not entitled to relief under any Florida or federal statute or Florida or federal Constitution based on the facts alleged in their complaint. On December 14, 2012, the Plaintiffs voluntarily dismissed their case without prejudice. Because the statute of limitations has expired on their claims, assuming that there were any valid claims, Plaintiffs are barred from filing suit in state or federal court against Escambia County or the Board of Adjustment a second time based on the allegations of their complaint. Effectively, this case is now at an end.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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