

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 – February 7, 2013 – 5:30 p.m.

Ernie Lee Magaha Government Building – 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 May.
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. Proclamation.

Recommendation: That the Board ratify the Proclamation dated January 14, 2013, encouraging all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr., as we embrace the theme of this year's celebration - "Building the Dream on the Foundation of Faith."

7. Retirement Proclamation.

Recommendation: That the Board adopt the Proclamation commending and congratulating Leonard Padgett, Jr., Mosquito Control Technician, Community and Environment Department, on his retirement after 33 years of service.

8. Written Communication:

- A. January 3, 2013 - Email communication from Mr. Shane Willis requesting the Board forgive a Code Enforcement Lien, in the amount of \$46,405, against property located at 1024 Muscogee Road.

Recommendation: That the Board review and consider lien relief request made by Mr. Shane Willis against property located at 1024 Muscogee Road.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

The owner has no other recourse but to appeal before the Board under Written Communication.

- B. January 18, 2013 - Communication from Chris Drivas, Land Castle Title, requesting the Board forgive the fines relative to a Code Enforcement Lien against property located at 6340 Louisville Avenue.

Recommendation: That the Board review and consider lien relief request made by Chris Drivas, Land Castle Title, against property located at 6340 Louisville Avenue.

On June 18, 2009, the Board amended the “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board’s policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board’s Policy, “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H2.

The owner has no other recourse but to appeal before the Board under Written Communication.

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

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

10. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance amending Volume I, Chapter 10, Article I, Section 10-11, and creating Section 10-25, to establish two public parks on Pensacola Beach specifically designated for dogs.

Recommendation: That the Board adopt an Ordinance of Escambia County, Florida, amending Volume I, Chapter 10, Article I, Section 10-11, relating to animal control, and creating Section 10-25 of the Escambia County Code of Ordinances to establish two public parks on Pensacola Beach specifically designated for dogs.

11. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

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

That the Board accept, for filing with the Board's Minutes, the following five Reports prepared by the Clerk and Comptroller's Finance Department:

A. The following two Payroll Expenditures:

(1) Pay Date January 18, 2013, in the amount of \$2,765,514.06; and

(2) Pay Date February 1, 2013, in the amount of \$2,202,121.23; and

B. The following three Disbursement of Funds:

(1) January 10, 2013, to January 16, 2013, in the amount of \$3,360,939.00;

(2) January 17, 2013, to January 23, 2013, in the amount of \$572,961.85;
and

(3) January 24, 2013, to January 30, 2013, in the amount of \$6,305,995.18.

2. Recommendation Concerning Approval of a Public Official Bond for Santa Rosa Island Authority Appointee

That the Board approve the Public Official Bond for Santa Rosa Island Authority (SRIA) appointee Janice E. Perkins-Gilley, Western Surety Company Bond No. 61564079, in the amount of \$10,000, underwritten by McMahon-Hadder Insurance, Inc., effective January 10, 2013, for an indefinite term; the original Bond will be executed by all five Commissioners and filed with the SRIA.

3. 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. *Amendment No. 1 to Agreement* between the Florida Fish and Wildlife Conservation Commission and the Escambia County Board of County Commissioners, as executed by the Chairman on December 3, 2012, based on the Board's action of January 6, 2011, approving the Ex-Oriskany PCB Artificial Reef Monitoring Project Grant Agreement, and received in the Clerk to the Board's Office on January 8, 2013;

B. The following three original documents recorded on January 10, 2013:

(1) The Commercial Facade, Landscape, and Infrastructure Grant Program Lien Agreement, in the amount of \$9,631, for property located at 3107 Mobile Highway, owned by Kim Rice, as approved by the Board on April 21, 2011, and recorded in Official Records Book 6959, Pages 1233 through 1235;

(2) The Commercial Facade, Landscape, and Infrastructure Grant Program Lien Agreement, in the amount of \$10,000, for property located at 3720 North Pace Boulevard, owned by Gulf Coast Audio Visual Producers, Inc., as approved by the Board on April 17, 2012, and recorded in Official Records Book 6959, Pages 1229 and 1230; and

(3) The Commercial Facade, Landscape, and Infrastructure Grant Program Lien Agreement, in the amount of \$10,000, for property located at 3740 North Pace Boulevard, owned by LOJ, LLC, as approved by the Board on April 17, 2012, and recorded in Official Records Book 6959, Pages 1227 and 1228; and

C. A copy of the *General Release and Hold Harmless Agreement* signed by Robert Mark Herrmann, as approved by the Board on January 19, 2012, and received in the Clerk to the Board's Office on January 15, 2013.

4. Recommendation Concerning Disposition of Records

That the Board approve *Records Disposition Document No. 513*, for disposition of Board of County Commissioners' Records, Item 32a, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 485 through 487), for the period May 3, 2012, through August 9, 2012, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed.

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 January 22, 2013;

B. Approve the Minutes of the Regular Board Meeting held January 17, 2013;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held January 17, 2013; and

D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held January 8, 2013.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on September 10, 2012 and January 7, 2013

That the Board take the following action concerning the rezoning cases heard by the Planning Board on September 10, 2012 and January 7, 2013:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Cases Z-2012-25 and Z-2012-16 or remand the cases back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.: **Z-2012-25**
Address: 617 N 70th Ave & 7008 W Jackson St
Property Reference No.: 11-2S-31-5410-001-001; 11-2S-31-5410-000-000
Property Size: .52(+/-) acres
From: R-2, Single-Family District (cumulative), Low-Medium Density (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, Owner
Planning Board Recommendation: ***Recommend Approval for 7008 W. Jackson St only**
Speakers: Wiley C. "Buddy" Page

2. Case No.: **Z-2012-16**
Address: Hanks Road
Property Reference No.: 14-5N-32-2301-000-000
Property Size: 50.24 (+/-) acres
From: P, Public
To: VAG-1, Villages Agriculture Districts, Gross Density (five du/100 acres on one-acre parcels)
FLU Category: REC, Recreation

Commissioner 5
District:
Requested by: Ronald Schneider, Agent for, Donna Schneider, Owner
Planning Board Approval
Recommendation:
Speakers: Ronald Schneider

* The Planning Board accepted the applicant's findings of fact as well as the request to withdraw the parcel on 70th Ave and rezone only the Jackson St parcel from R-2 to R-6.

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on September 10, 2012 and January 7, 2013 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Article 13 "Signage"

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Article 13 "Signage", Regulation of Signs and Outdoor Display.

4. 5:47 p.m. - A Public Hearing Concerning a Comprehensive Plan Text Amendment CPA-2012-06

That the Board of County Commissioners review and adopt Comprehensive Plan Text Amendment (CPA) 2012-06, 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.

On January 11, 2013 staff received a letter from the Department of Economic Opportunity (DEO) saying that they 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.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

A. Thursday, February 21, 2013

5:45 p.m. - A Public Hearing - LDC Ordinance - Article 6, Zoning District, Perdido Key

B. Thursday, March 21, 2013

1. 5:45 p.m. - A Public Hearing - LDC Ordinance- Article 13.12 Docks and Piers- SRIA

2. 5:46 p.m. - A Public Hearing - LDC Ordinance - Article 13.01 Administration- SRIA

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Donation of a Surplus Ambulance to Pensacola State College - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning disposition of surplus equipment and donation of a 2004 GMC G-4500 Horton Ambulance, Property Number 54650, Serial Number 1GDE4C1254F511228, to the District Board of Trustees of Pensacola State College, for use by the Emergency Medical Services (EMS) Academy in its EMS Training Program:

A. Approve the Request for Disposition of Property Form for the ambulance, which is no longer needed for County purposes, to be appropriately disposed of through donation to the District Board of Trustees of Pensacola State College;

B. Adopt a Resolution authorizing the conveyance of tangible personal property to the District Board of Trustees of Pensacola State College, for use by the EMS Academy in its EMS Training Program, in compliance with Section 274.06, Florida Statutes; and

C. Authorize the Chairman to sign required documents related to the donation.

2. Recommendation Concerning a Memorandum of Understanding between Gulf Islands National Seashore and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning a Memorandum of Understanding Between Gulf Islands National Seashore and Escambia County, Florida:

A. Approve the Memorandum of Understanding Between Gulf Islands National Seashore and Escambia County, Florida, which establishes the intent of each party to provide assistance when needed during emergencies in or near the Gulf Islands National Seashore; and

B. Authorize the Chairman to sign the Memorandum of Understanding Between Gulf Islands National Seashore and Escambia County, Florida.

3. Recommendation Concerning a Reappointment to the Tourist Development Council - George Touart, Interim County Administrator

That the Board waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Denis McKinnon, Jr., to the Tourist Development Council, for a four-year term, effective retroactively February 3, 2013, through February 2, 2017, as an "Interested in Tourism" appointee.

4. Recommendation Concerning Changing the Name "Perdido Key" to "Perdido Key Beach" - Gene M. Valentino, County Commissioner, District 2

That the Board take the following action concerning the name change from "Perdido Key" to "Perdido Key Beach":

A. Adopt the Resolution requesting that the Florida Department of Transportation (FDOT) change FDOT's County Map reference from "Perdido Key" to "Perdido Key Beach";

B. Authorize the Chairman to sign the Resolution; and

C. Direct staff to ensure that this name change is added to the official Florida Transportation Map.

5. Recommendation Concerning the Authorization for Out-of-County Travel - 2012/2013 Revised Annual Travel Schedule - George Touart, Interim County Administrator

That the Board authorize out-of-County travel for any representative of the Commission, the County Administrator, and/or the County Attorney wishing to participate in the conferences/events, as noted on the 2012/2013 Revised Annual Travel Schedule.

6. Recommendation Concerning an Appointment to the Escambia Marine Advisory Committee - George Touart, Interim County Administrator

That the Board confirm Commissioner Lumon J. May's appointment of Ms. Eileen Beard to the Escambia Marine Advisory Committee, to serve as one of his two appointees, effective February 7, 2013; this appointment will run concurrent with Commissioner May's term of office or at his discretion.

(MS. EILEEN BEARD'S RESUME WILL BE DISTRIBUTED UNDER SEPARATE COVER.)

7. Recommendation Concerning Appointments the West-End Advisory Committee - George Touart, Interim County Administrator

That the Board take the following action concerning Commissioner Valentino's appointments to the West-End Advisory Committee:

A. Confirm the appointment of Mr. Will Kennedy, to replace Mr. Fred Garth, with the term of appointment to begin February 7, 2013, and to run concurrent with Commissioner Valentino's term of office or at his discretion; and

B. Confirm the appointment of Mr. Ralph Loveless, to replace Dr. Darren McClellan, with the term of appointment to begin February 7, 2013, and to run concurrent with Commissioner Valentino's term of office or at his discretion.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #074 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #074, General Fund (001) in the amount of \$99,333, to recognize insurance proceeds for damaged equipment, off-duty employment expenses, and miscellaneous Sheriff's fees, and to appropriate these funds for law enforcement activities in Escambia County.

2. Recommendation Concerning Supplemental Budget Amendment #083 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #083, Escambia County Restricted Fund (101) and Other Grants and Projects Fund (110) in the amount of \$230,543, to recognize the remaining balance of funds for the National Pollutant Discharge Eliminated System (NPDES) permit program and other Grants, and to appropriate these funds into the correct Cost Centers for Fiscal Year 2012/2013.

3. Recommendation Concerning Supplemental Budget Amendment #084 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #084, Other Grants and Projects Fund (110) in the amount of (\$15,121), to recognize proceeds from the State of Florida, Division of Emergency Management (FDEM) Grant Agreement Number EMW-2012-SS-00109-S01, and to appropriate these funds for Domestic Security activities. Existing balances within the Grant Cost Center and revenue code are also being adjusted to the correct amounts, which will have the net effect of reducing the overall Grant budget.

4. Recommendation Concerning Supplemental Budget Amendment #085 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #085, Local Option Sales Tax III Fund (352) in the amount of \$3,700,000, to recognize proceeds from a State of Florida Department of Transportation (FDOT) Local Agency Program Agreement (LAP), and to appropriate these funds for construction of paved shoulders along Jacks Branch Road.

5. Recommendation Concerning Approval of the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreement for the Pensacola Bay Area Chamber of Commerce, 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 Bay Area Chamber of Commerce, Inc.:

A. Approve the Miscellaneous Appropriations Agreement, in the amount of \$400,000, to be paid from the Economic Development Fund (102), Cost Center 360704, Account 58201;

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

C. Authorize the approval of the necessary Purchase Order.

6. Recommendation Concerning the Sale of the Lamplighter Apartments - Amy Lovoy, Management and Budget Services Department Director

That the Board direct staff to draft and send a letter to the Bank of Oklahoma formally declining their offer to purchase the Lamplighter Apartment Project properties for \$20,720,787.42.

7. Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action:

A. Award a Task Order-based Continuing Contract to Gulf Civil Engineering, LLC, per PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule as follows:

- Maximum Overhead – 168%
- Maximum Profit – 12%
- Maximum FCCM – 1.50%
- Maximum Multiplier – 301.66% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual basis]

8. Recommendation Concerning a Contract Award for Removal of Derelict Vessels and Associated Debris from Escambia River - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract per the terms and conditions of PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River, to Florida Forest Recyclers, LLC, in the amount of \$68,498.

[Funding: Fund 110, Other Grants & Projects, Cost Center 220807, Object Code 53401]

9. Recommendation Concerning County Road 297-A (Sandicrest to Kingsfield) Widening & Drainage Improvements - Amy Lovoy, Management and Budget Services Department Director

That the Board award the Contract for County Road 297-A (Sandicrest to Kingsfield) Widening & Drainage Improvements, PD 12-13.010, to Roads Inc., of NWF, in the amount of \$1,665,546.89.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0105]

10. Recommendation Concerning Roll-Off Container Services - Amy Lovoy, Management and Budget Services Department Director

That the Board award the Contract for Roll-Off Container Services, PD 12-13.011, to the following: Allied Waste Services of North America, LLC, Dorado Services, Inc., Waste Pro-Milton, and Southern Haulers, LLC, for a period of 12 months, renewable for 2 additional 12-month periods, for a total of 36 months, in the approximate annual amount of \$50,000.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 53401]

11. Recommendation Concerning the Acquisition of Property Located at 3808 Frontera Circle - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the property located on Frontera Circle within the Brownsville Community Redevelopment Area:

A. Authorize the purchase of the parcel of real property (totaling approximately 0.04 acres), located at 3808 Frontera Circle, from Jack L. Glenny, Jr., and Crystal M. Glenny, for the negotiated amount of \$18,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of the parcel of real property located at 3808 Frontera Circle; and

C. Authorize the County Attorney to prepare and Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documentation necessary to complete the acquisition of the property, without further action of the Board.

[Funding Source: Fund 151, Community Redevelopment Agency, Cost Center 220515, CRA Brownsville, Object Code 56101]

12. Recommendation Concerning Acceptance of the Donation of a Parcel of Real Property from Pensacola Electrical Workers Fraternal and Social Society, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a parcel of real property located at the intersection of East Olive Road and North Palafox Street (aka Old Palafox Highway), from Pensacola Electrical Workers Fraternal and Social Society, Inc., for road and drainage improvements:

A. Accept the donation of a parcel of real property (approximately 0.14 acres), located at the intersection of East Olive Road and North Palafox Street (aka Old Palafox Highway), from Pensacola Electrical Workers Fraternal and Social Society, Inc., for road and drainage improvements;

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for road and drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

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

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept the Warranty Deed as of the day of delivery of the Warranty 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 recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

The County has a project in design to make road and drainage improvements at the intersection of East Olive Road and North Palafox Street (aka Old Palafox Highway). Due to limited right-of-way in this area, it was determined that additional property would be required to facilitate the project. Pensacola Electrical Workers Fraternal and Social Society, Inc., owner of the property located at 7830 North Palafox Street, has agreed to donate a portion of real property (approximately 0.14 acres) to facilitate the road and drainage improvements project. Board approval is required for the Board's acceptance of the donated property.

13. Recommendation Concerning Acceptance of a Drainage Easement in Perdido Manor Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of a 20-foot-wide drainage easement in Perdido Manor Subdivision from Kathryn L. Bufkin for stormwater drainage improvements:

A. Accept the donation of a 20-foot-wide drainage easement in Perdido Manor Subdivision from Kathryn L. Bufkin for stormwater drainage improvements;

B. Authorize the payment of documentary stamps as the drainage easement is being donated for governmental use, which is for stormwater drainage, and the County benefits from the acceptance of this drainage easement, which enhances the safety and well-being of the citizens of Escambia County;

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

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept the Drainage Easement as of the day of delivery of the Drainage Easement 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 recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

Perdido Manor Subdivision is located off Lillian Highway, just east of the Perdido Bay Bridge. The existing stormwater drainage swale, located on Lot 22, Block 3, of said subdivision, is in need of improvement and continued maintenance. County staff could find no record of a recorded or platted Easement for the existing drainage swale. The property owner, Kathryn L. Bufkin, has agreed to donate a 20-foot-wide drainage easement to the County in order to make the needed improvements and for future maintenance. Staff is requesting the Board approval required to accept the donation of the drainage easement.

14. Recommendation Concerning Agreements with AT&T for the Primary Rate ISDN (PRI) Service Agreements for the Sheriff's Office and Public Safety Building - David Musselwhite, Information Technology Department Director

That the Board take the following action concerning the Primary Rate ISDN (PRI) Service Agreements with AT&T for PRI services at the Sheriff's Office and at the Public Safety Building:

A. Approve the 12-month AT&T ILEC BellSouth Primary Rate ISDN Service Agreement for the PRI telephone service at the Sheriff's Office, and the 24-month BellSouth Primary Rate ISDN Service Agreement for the PRI telephone service at the Public Safety Building, for a total Contract cost of \$58,555.20; and

B. Authorize the Chairman to sign the Service Agreements.

The funds are available in the budget General Fund (001), Cost Center 270103, Object Code 54101. These Agreements include the following Contract Clause: "Arbitration: all claims and disputes arising from this Agreement shall be settled by binding arbitration administered by the American Arbitration Association under its commercial arbitration rules (subject to the requirements of the Federal Arbitration Act). Any judgment on any award rendered may be entered and enforced in a court having jurisdiction. The arbitrator shall not have the authority to award any damages disclaimed by this Agreement or in excess of the liability limitations in this Agreement, shall not have the authority to order prehearing depositions or document discovery, but may compel attendance of witnesses and production of documents at the hearing. The parties waive any right to trial by jury and waive any right to participate in or initiate class actions; if the parties cannot waive these rights, this entire section is void."

15. Recommendation Concerning the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the issuance of a Purchase Order to Panhandle Grading & Paving, Inc., per PD 10-11.065, General Paving and Drainage Pricing Agreement, in the amount of \$272,338.13, for the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project. This Purchase Order will provide funding for material, labor, and equipment to install intermediate cover soil at the Perdido Landfill.

In accordance with State of Florida Department of Environmental Protection (FDEP) regulations, cover soil is required to cover the fill area currently accepting debris from the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230316, Object Code 56301]

16. Recommendation Concerning the Request for Disposition of Property (Cardiac Science AED Units in the Ernie Lee Magaha Government Building) - George Touart, Interim County Administrator

That the Board approve the Request for Disposition of Property Form, allowing the County Administrator's Office to trade in the three Cardiac Science Automated External Defibrillator (AED) Units currently being used in the Ernie Lee Magaha Government Building toward the purchase of three new Physio-Control AED Units.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 56401]

III. For Discussion

1. Recommendation Concerning Appointments to the RESTORE Act Advisory Committee - George Touart, Interim County Administrator

That the Board take the following action concerning nine appointments to the RESTORE Act Advisory Committee, effective February 7, 2013; appointees will serve on the Committee until all recommendations and assignments relating to the RESTORE Act are completed, as designated by the Board of County Commissioners:

A. Confirm the Escambia County Commissioners' appointments, as follows:

1. Commissioner Robertson's appointment of Mr. Alan C. McMillan to serve as an individual with five or more years of experience in the area of transportation;

2. Commissioner Valentino's appointment of Mr. Donald McMahon, III, to serve as a business leader with five or more years of economic development experience;

3. Commissioner May's appointment of Mr. Alvin G. Coby to serve as an at-large citizen representative;

4. Commissioner Robinson's appointment of Ms. Tammy Bohannon to serve as an individual with five or more years of complex governmental experience; and

5. Commissioner Barry's appointment of Mr. Gregg Beck to serve as a representative of the financial industry with five or more years or experience;

B. Confirm the appointment of Mr. Christian Wagley to serve as an individual representing local environmental advocacy groups;

C. Confirm the City of Pensacola's appointment of Ms. Bentina Chisolm Terry; and

D. Appoint two of the following twenty nominees to serve as individuals representing the citizens of Escambia County:

1. Mr. Harlan Butler;

2. Mr. Jesse Casey;

3. Mr. James "Jim" S. Cox;

4. Mr. Jim Donovan;

5. Mr. John R. Fogg;
6. Dr. Gloria G. Horning;
7. Ms. Michelle Avignone Inere;
8. Mr. Michael Johnson;
9. Mr. Gregory Jones;
10. Ms. Barbara Mayall;
11. Mr. John L. Peacock, Jr.;
12. Ms. Courtney B. Peterson;
13. Mr. Vernon Lee Prather;
14. Mr. John F. Soule;
15. Mr. William "Mike" Turner;
16. Mr. William Vann Milheim;
17. Ms. Deborah Velleco;
18. Ms. Tracie T. Watson;
19. Ms. Valerie A. Watson; and
20. Ms. Frances Yeo.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Scheduling a Public Hearing to Consider Alcohol Restriction on Portofino Boardwalk Ordinance

That the Board authorize scheduling a Public Hearing on February 21, 2013, at 5:32 p.m., for consideration of adopting an ordinance restricting alcohol on Portofino Boardwalk.

2. Recommendation Concerning an appeal of *Miami-Dade Co., et al. v. Florida Department of Juvenile Justice* (DOAH Case No. 10-1893).

That the Board authorize the County Attorney's Office to file a Notice of Appeal from the Final Order (attached) entered by the Secretary of the Department of Juvenile Justice dated January 11, 2013, in the case of *Miami-Dade Co., et al. v. Florida Department of Juvenile Justice* (DOAH Case No. 10-1893).

II. For Information

1. Recommendation Concerning *Joe Maddox v. Sandra Slay and Escambia County, Florida*, Case No. 2011 CA 002136.

That the Board accept the following informational report concerning *Joe Maddox v. Sandra Slay and Escambia County, Florida*, Case No. 2011 CA 002136.

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3822

Proclamations 6.

BCC Regular Meeting

Meeting Date: 02/07/2013

Issue: Ratification of Proclamation

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamation.

Recommendation: That the Board ratify the Proclamation dated January 14, 2013, encouraging all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr., as we embrace the theme of this year's celebration - "Building the Dream on the Foundation of Faith."

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamation

PROCLAMATION

WHEREAS, the Dr. Martin Luther King, Jr., Commemorative Celebration Commission, which was formerly established on September 23, 1987, is to be commended for its efforts in bringing about the observance of the Federal and State Holiday honoring Dr. Martin Luther King, Jr., on the third Monday of each January in the County of Escambia; and

WHEREAS, the County of Escambia hereby sanctions the goals of this Commemoration in Dr. King's honor; and

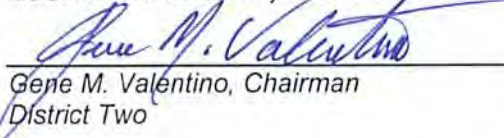
WHEREAS, his words and teachings of nonviolence and his beliefs that, "Man must evolve for all human conflict a method which rejects revenge, aggression, and retaliation. The foundation of such a method is love."; and

WHEREAS, this great American lived, served, and died for a better nation, and the County of Escambia supports his legacy as it leads us to strive for a better community and nation; and

WHEREAS, may his lexis that we be judged by the content of our character persevere.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, encourages all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr., as we embrace the theme of this year's celebration – "Building the Dream on the Foundation of Faith."

**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: Pam Childers
Clerk of the Circuit Court



Dated: January 14, 2013



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-3825

Proclamations 7.

BCC Regular Meeting

Meeting Date: 02/07/2013

Issue: Adoption of Retirement Proclamation

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamation.

Recommendation: That the Board adopt the Proclamation commending and congratulating Leonard Padgett, Jr., Mosquito Control Technician, Community and Environment Department, on his retirement after 33 years of service.

BACKGROUND:

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

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Padgett Retirement Proclamation

PROCLAMATION

WHEREAS, Leonard Padgett, Jr. worked as a County employee very faithfully for 33 years, retiring as a Mosquito Control Technician with the Community and Environment Department, Mosquito Control Division.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Leonard Padgett, Jr. for 33 years of faithful and dedicated service as a County employee.

**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: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: February 7, 2013



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3793

Written Communication 8. A.

BCC Regular Meeting

Meeting Date: 02/07/2013

Issue: Environmental (Code) Enforcement Lien Relief – 1024 Muscogee Road

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

January 3, 2013 - Email communication from Mr. Shane Willis requesting the Board forgive a Code Enforcement Lien, in the amount of \$46,405, against property located at 1024 Muscogee Road.

Recommendation: That the Board review and consider lien relief request made by Mr. Shane Willis against property located at 1024 Muscogee Road.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

The owner has no other recourse but to appeal before the Board under Written Communication.

BACKGROUND:

October 4, 2005 the Office of Environmental Enforcement received a complaint for trash, overgrowth and dilapidated house. The officer investigated the complaint and observed trash, debris, overgrowth and a dilapidated house with a large tree on it.

Notice of violation sent to owner via regular and certified mail. Letter returned marked "Not deliverable as addressed- Unable to forward"

October 24, 2005 a reinspection conducted. No progress and no permit pulled.

On November 25, 2005 another reinspection was conducted. No progress made. Property posted and photos taken.

On December 1, 2005 a reinspection was conducted by the officer. No progress made. Title

search ordered.

April 12, 2006 No progress made. Officer requested hearing.

Notice of Hearing sent both regular and certified mail. Letter returned marked "Unable to deliver"
Posted property with copy of hearing notice.

Hearing held. \$650.00 court cost awarded. Owner has until 06/06/06
to have overgrowth, trash and debris removed and to have structure demolished. \$100.00 per
day fine issued against owner.

Copy of order sent both regular and certified mail to owner and both were returned marked "Not
deliverable as addressed".

Final Notice Prior to Demolition sent both regular and certified mail to owner. Notice was
returned.

July 20, 2007 the violations were abated by the county in the amount of \$4,930.00

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement for lien:

Court Cost \$675.00

Abatement Cost \$4,930.00

Fines (\$100.00 per day 06/07/06 – 07/20/07) \$40,800.00

TOTAL \$46,405.00

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, the County Attorney's Office will prepare the release.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

1024 Muscogee Road

1024 Muscogee Road pictures

Sandra F Slay

From: Shane Willis [shane.willis75@gmail.com]
Sent: Thursday, January 03, 2013 7:20 PM
To: Sandra F Slay
Subject: 1024 Muscogee Rd

Importance: High

Mrs. Slay,

Per our conversation this morning I am writing to request a hearing from the board of county commissioners on the removal of code enforcement liens on property located at 1024 Muscogee Rd. in Cantonment Fl. I purchased this lot via a tax deed on Dec 14 2012. I was issued a notice of violation from officer Stacy Shaw on Dec 17 and replied immediately to comply with the notice speaking with officer Shaw on the same day with a plan to correct. Today, Jan 3, 2013, officer Shaw confirmed that all violations have been corrected and the current file will be closed. That is when I found out there is another lien for \$46,405 on the property. This lien is for the following violations:

- 1.) A plumbing fixture not located within the dwelling unit and accessible to the occupants of same. The water closet, tub or shower and lavatory not located in a room affording privacy to the use and such room without a minimum floor space of thirty square feet with any dimensions less than four feet (1,219 mm). Bathrooms inaccessible from habitable rooms, hallways, corridors and other protected or enclosed areas.
- 2.) A dwelling unit having an inadequate supply of both cold and hot water connected to the kitchen sink, lavatory, and tub or shower. All water shall be supplied through an approved distribution system connected to a potable water supply.
- 3.) A dwelling unit without a central heating system and without facilities to connect heating appliances.

The building apparently was damaged during Hurricane Ivan and has since been removed from the property. The county property appraiser shows this as a vacant lot with a value of \$9,576. I have intentions of putting a dwelling on the property hence raising the value. I would like to request forgiveness of the lien so that I can complete this task. I appreciate any help on the situation.

Shane Willis
850-384-1915
Shane.Willis75@gmail.com



Office of Environmental Enforcement



Escambia County Central Office Complex
3363 West Park Place
Pensacola, Florida 32505
Phone: 850.595-1820
Fax: 850.595-1840
Sandra Slay, Division Manager

Property Address: 1024 Muscogee Road
Property Owner: Herbert W. Kleinatland
Original Complaint: Overgrowth, trash, debris and dilapidated house
EE Case #: CE05090390

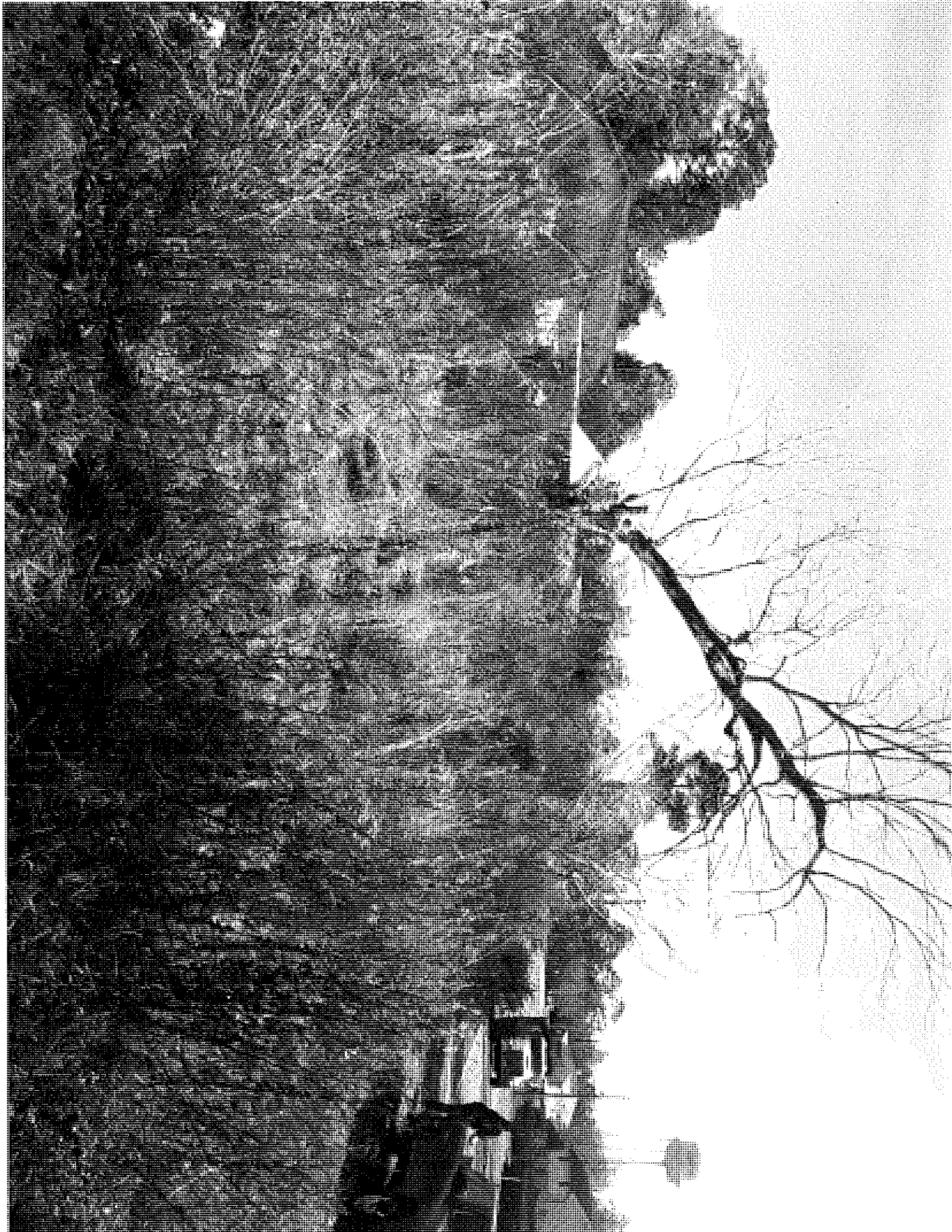
- 10/04/05** Received complaint for trash, overgrowth and dilapidated house. Officer investigated complaint and observed trash, debris, overgrowth and a dilapidated house with a large tree on it.
- 10/14/05** Notice of violation sent to owner via regular and certified mail. Letter returned marked "Not deliverable as addressed- Unable to forward"
- 10/24/05** Reinspection conducted. No progress and no permit pulled.
- 11/21/05** Reinspection conducted. No progress made. Property posted and photos taken.
- 12/01/05** Reinspection conducted. No progress made. Title search ordered.
- 02/24/06** Title searched received.
- 04/12/06** No progress made. Officer requested hearing.
- 05/03/06** Notice of Hearing sent both regular and certified mail. Letter returned marked "Unable to deliver" Posted property with copy of hearing notice.
- 05/23/06** Hearing held. \$650.00 court cost awarded. Owner has until 06/06/06 to have overgrowth, trash and debris removed and to have structure demolished. \$100.00 per day fine issued against owner.
- 05/25/06** Copy of order sent both regular and certified mail to owner and both were returned marked "Not deliverable as addressed".
- 06/07/07** Final Notice Prior to Demolition sent both regular and certified mail to owner. Notice was returned.
- 07/20/07** Violations abated by the county in the amount of \$4,930.00

Lien Amount

Court Cost	\$675.00
Abatement Cost	\$4,930.00
Fines (\$100.00 per day 06/07/06 – 07/20/07)	<u>\$40,800.00</u>

TOTAL	\$46,405.00
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This does not include interest.







BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3804

Written Communication 8. B.

BCC Regular Meeting

Meeting Date: 02/07/2013

Issue: Environmental (Code) Enforcement Lien Relief – 6340 Louisville Avenue

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

January 18, 2013 - Communication from Chris Drivas, Land Castle Title, requesting the Board forgive the fines relative to a Code Enforcement Lien against property located at 6340 Louisville Avenue.

Recommendation: That the Board review and consider lien relief request made by Chris Drivas, Land Castle Title, against property located at 6340 Louisville Avenue.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

The owner has no other recourse but to appeal before the Board under Written Communication.

BACKGROUND:

August 15, 2005 the Office of Environmental Enforcement received a complaint concerning overgrown lot, trash, debris and a deteriorated structure. The officer investigated the complaint and posted the property with a notice of violation.

A notice of violation was sent both regular and certified mail to the owner. The notices were returned marked "Unclaimed".

The officer conducted his reinspection on February 9, 2006 and observed no improvements to the property.

June 16, 2006 the property remains in violation and the property was referred for court.

Notice of Hearing was mailed both regular and certified mail to the owner on August 01, 2006.

Hearing was held on August 22, 2006. Order was granted to Escambia County. The owner had a deadline of 09/13/06 to abate all violations. Court cost of \$1,100.00 was awarded to the county and a \$50.00 per day fine was assessed.

August 22, 2006 a copy of the order was mailed to the owner both regular and certified mail. Orders were returned marked "unclaimed".

The property was brought into compliance on September 13, 2006 by the owner.

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement for lien:

Cost

A. Administrative Cost: \$1,100.00

B. Daily Fines: \$8,350.00

TOTAL \$9,450.00

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, the County Attorney's Office will prepare the release.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

6340 Louisville Avenue



Office of Environmental Enforcement



Escambia County Central Office Complex
3363 West Park Place
Pensacola, Florida 32505
Phone: 850.595-1820
Fax: 850.595-1840
Sandra Slay, Division Manager

Property Address: 6340 Louisville Avenue
Property Owner: Mary B Pearson
Original Complaint: Overgrowth, trash, debris and deteriorated structure
EE Case #: CE 05080566

08/16/05 Received complaint for overgrowth, trash and debris and deteriorated structure. Officer investigated the complaint and posted the property with a notice of violation.

01/26/06 Notice of violation was sent both regular and certified mail.

02/09/06 No progress noted and no response to notice of violation.

06/07/06 Certified notice of violation returned marked "unclaimed".

06/16/06 Case prepared for court.

08/01/06 Notice of Hearing mailed both regular and certified mail to owner.

08/22/06 Hearing held. Order issued, deadline to abate violation 09/13/06 with a \$50.00 per day fine and \$1,100.00 court cost.

08/23/06 Copy of order mailed both regular and certified mail to owner. Letters returned marked "Unclaimed".

09/13/06 Reinspection conducted and violations remain.

Lien Amount

Court Cost: \$1,100.00
Daily Fines: \$8,350.00
Total: \$9,450.00



5110 Eisenhower Blvd., Suite 102
Tampa, Florida 33634

Jeffrey Sandler, J.D.
Florida District President

Phone: 813-249-9900 (ext 14623)
Fax: 678.946.0258
cdrivas@closingsource.net
www.closingsource.net

January 18, 2013

Ms. Sandra Slay/Division Manager
Office of Environmental Enforcement
3363 W Park Place
Pensacola, FL 32505

RE: Property Address: 6340 Louisville Avenue, Pensacola
Code Enforcement Case#05-08-0566

Dear Ms. Slay:

Our office has been retained by the seller to handle the closing regarding the above mentioned property. Please see attached as our formal request for settlement of the code violation fines.

- The Notice of Lis Pendens was recorded on 06/13/2008 in Official Records Book 6340, Page 1072 by the owners now shown on the Certificate of Title.
- The Final Judgment of Foreclosure was recorded on 11/4/2011 in Official Records Book 6782, Page 1326 and the owner took absolute title at the time the Certificate of Title was recorded.
- Certificate of Title was recorded on 12/20/2011 in Official Records Book 6798, Page 1819.

Code Enforcement Case#05-08-0566 was brought into compliance on 2/27/2007 and has fines due in the amount of \$9,532.50. The property achieved complete compliance while prior owner was in still in ownership.

At this time, seller is respectfully asking to settle the fines due in the amount of \$3,177.50. The settlement amount is to include any/all fees/costs with regards to administrative, court, recording, reimbursement, etc., incurred by the County. Our basis for the settlement request is that Escambia County was named as a defendant in the foreclosure action against Mary Pearson (Case Number 2008-CA-001784) and the violations were issued and cured prior to seller's foreclosure suit. Therefore the fines should have been eliminated.

If you should require any additional information, please feel free to contact me.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Duvvas".

Chris Duvvas
REO Closing Coordinator



Exceeding Expectations One Closing at a Time

Alabama - Florida - Georgia - North Carolina - Ohio - South Carolina - Tennessee

IN THE CIRCUIT COURT OF THE FIRST
JUDICIAL CIRCUIT IN AND FOR ESCAMBIA COUNTY,
FLORIDA
CIVIL ACTION

*Not Rec
Ann*

DEUTSCHE BANK NATIONAL TRUST COMPANY (F/K/A
BANKERS TRUST COMPANY OF CALIFORNIA, N.A.) AS
TRUSTEE FOR NATIONSCREDIT HOME EQUITY LOAN TRUST
1997-I,
Plaintiff;

vs.

CASE NO. *08-CA-1784*
DIVISION

MARY PEARSON A/K/A MARY B. PEARSON F/K/A MARY TRIER; THE UNKNOWN SPOUSE OF
MARY PEARSON A/K/A MARY B. PEARSON F/K/A MARY TRIER; ANY AND ALL UNKNOWN
PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL
DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN
PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER
CLAIMANTS; CITY OF PENSACOLA; TENANT #1, TENANT #2, TENANT #3, and TENANT #4 the
names being fictitious to account for parties in possession
Defendant(s).

ERNIE LEE MAGANA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY FL

JUN 10 P 1:47

CLEARING HOUSE
FILED & RECORDED

SPACE FOR RECORDING ONLY NUMBER

NOTICE OF LIS PENDENS

To the above-named Defendant(s) and all others whom it may concern:

You are notified of the institution of this action by the above-named Plaintiff, against you seeking to foreclose a
mortgage recorded in Official Records Book 4160, Page 517, on the following property in ESCAMBIA County,
Florida:

PARCEL ONE (1), PART OF BLOCK C, WEST PENSACOLA HEIGHTS, AS RECORDED IN THE
OFFICIAL RECORDS OF ESCAMBIA COUNTY, FLORIDA IN PLAT BOOK 2, PAGE 34,
COMMERCING AT THE NORTHWEST CORNER OF SAID BLOCK C AND RUN SOUTH
ALONG THE WEST LINE OF SAID BLOCK C, A DISTANCE OF 75 FEET TO THE POINT OF
BEGINNING, THENCE CONTINUE SOUTH 75 FEET, THENCE SOUTH 89 DEGREES 01
MINUTES EAST, 152 FEET, THENCE NORTH 75 FEET, THENCE NORTH 89 DEGREES 01
MINUTES WEST 152 FEET TO THE POINT OF BEGINNING.

FILE NUMBER: F08031186



Case: 2008 CA 001784



00047189381

Dkt: CA1038 Pg#:

PARCEL TWO (2) THE NORTH 80 FEET OF LOTS 23, 24, 25 AND 26 OF BLOCK 22, AND THE SOUTH 60 FEET OF LOTS 23 AND 26, BLOCK 22 OF EAST PENSACOLA A SUBDIVISION OF A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA ACCORDING TO MAP BY J.E. KAUSAR IN JANUARY, 1981 AND RECORDED IN DEED BOOK 77, AT PAGE 520 OF THE PUBLIC RECORDS OF SAID COUNTY.

Dated this 6 day of March 2008.

Florida Default Law Group, P.L.
P.O. Box 25018
Tampa, Florida 33622-5018
(813) 251-4766

By: 

William T. Rieder, Jr.
Florida Bar No. 44834
Jacqueline C. Mayer
Florida Bar No. 24944
Anne M. Cruz-Alvarez
Florida Bar No. 17140

RESPIDELTY-CONV-R-shiven

IN THE CIRCUIT COURT OF THE
 FIRST JUDICIAL CIRCUIT IN AND
 FOR ESCAMBIA COUNTY, FLORIDA

DEUTSCHE BANK NATIONAL TRUST
 COMPANY (F/K/A Bankers Trust
 Company of California, N.A.), AS
 TRUSTEE FOR NATIONSCREDIT
 HOME EQUITY LOAN TRUST 1997-1,

Plaintiff,

v.

CASE NO.: 2008-CA-001784

MARY PEARSON a/k/a MARY B.
 PEARSON f/w/a MARY TRIEK, et al.,

Defendants;

ERDIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL
 2011 OCT 19 P 2:14
 CIRCUIT CIVIL DIVISION
 FILED & RECORDED

CONSENT FINAL JUDGMENT OF FORECLOSURE

THIS MATTER came before the Court on the Parties' Joint Motion for Final
 Judgment of Foreclosure. After consideration of all evidence presented, this Court rules
 as follows:

IT IS ADJUDGED that:

1. The Court hereby re-establishes the Note. In light of the reestablished
 Note and Plaintiff, NATIONSCREDIT FINANCIAL SERVICES CORPORATION's
 right to enforce the instrument as required by Section 673.3091, Florida Statutes, Plaintiff
 shall hold the Defendant maker of the Note harmless and shall indemnify her from any
 loss she may incur by reason of a claim by any other person to enforce the lost note.
 Since adequate protection is provided as required by Section 673.3091, Florida Statutes,
 Judgment is entered in favor of the Plaintiff as to its request to enforce the lost Note.
2. Plaintiff, whose address is 225 E. John Carpenter Freeway, Suite 1000,
 Irving, Texas 75062, is due:

Principal due on the note secured by the mortgage foreclosed:	\$ 61,985.26
Interest on the note and mortgage from 10/12/07 to 9/20/11	\$ 25,350.39
Per diem interest at per day	\$ -0-
Late charges	\$ -0-
Escrow advances	\$ 6,333.21
Misc. Fees	\$ -30.00
Interest on advances	\$ -0-
Loan Level advances	\$ 3,487.00



Case: 2008 CA 001784
 00069559252
 Dkt: CA1036 Pg# 5 96

Court costs:	\$
Filing fee	\$ -0-
Service of process \$ per defendant	\$ -0-
Recording Fee	\$ -0-
Title Charges	\$ -0-
SUBTOTAL	\$ 97,155.86
SUBTOTAL	\$ 97,155.86
Attorney's fees based upon 88.1 hours at \$ 185.00 per hour	\$ 16,298.50
Less: Undisbursed escrow funds	\$ -0-
Less: Unearned insurance premiums	\$ -0-
Less: Miscellaneous deductions or credits	\$ 495.46
Florida Default Law Group, P.L. attorney's fees	\$ -0-
TOTAL SUM	\$ 113,949.82

3. The total sum in Paragraph 3 shall bear interest from this date forward at the prevailing statutory interest rate of 8% percent.

4.75% (90)

4. Plaintiff holds a lien for the total sum above, on the following described properties in Escambia County, Florida:

PARCEL ONE (1), PART OF BLOCK C, WEST PENSACOLA HEIGHTS, AS RECORDED IN THE OFFICIAL RECORDS OF ESCAMBIA COUNTY, FLORIDA IN PLAT BOOK 2, PAGE 34, COMMENCING AT THE NORTH-WEST CORNER OF SAID BLOCK C AND RUN SOUTH ALONG THE WEST LINE OF SAID BLOCK C, A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 75 FEET, THENCE SOUTH 89 DEGREES 01 MINUTES EAST, 152 FEET, THENCE NORTH 75 FEET, THENCE NORTH 89 DEGREES 01 MINUTES WEST 152 FEET TO THE POINT OF BEGINNING.

PARCEL TWO (2), THE NORTH 80 FEET OF LOTS 23, 24, 25 AND 26 OF BLOCK 22, AND THE SOUTH 60 FEET OF LOTS 25 AND 26, BLOCK 22 OF EAST PENSACOLA A SUBDIVISION OF A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA ACCORDING TO MAP BY J.E. KAUSAR IN JANUARY, 1981, AND RECORDED IN DEED BOOK 77, AT PAGE 520 OF THE PUBLIC RECORDS OF SAID COUNTY.

5. With respect to Parcel Two, the Mortgage is hereby reformed so as to correctly reflect the above property legal description.

6. If the total sum with interest at the rate described in Paragraph 2 and all costs accrued subsequent to this judgment are not paid, the Clerk of this Court shall sell the subject properties at public sale on 22 day of November, 2011, to the highest bidder for cash, except as prescribed in Paragraph 9, in accordance with section 45.031, Florida Statutes, at the [mark the applicable location]:

First Floor of the Escambia County Courthouse in the lobby located at 190 Government Center, Pensacola, Florida 32502 beginning at 11:00 a.m.

WWW.ESCAMBIA.REALFORECLOSE.COM

The Clerk shall not hold a sale in the absence of the Plaintiff's attorney or other representative, except for an online sale. Plaintiff or its attorney may also cancel or postpone the sale by notifying the Clerk of the Court of such cancellation or postponement via a fax sent to the Clerk prior to the sale being completed.

7. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If plaintiff is the purchaser, the Clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

8. On the filing of the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, the prior lien, then all of the plaintiff's costs; documentary stamps affixed to the Certificate, unless the properties are purchased by a third party bidder; plaintiff's attorneys' fees; the total sum due to the plaintiff, less the items paid, plus interest at the rate prescribed above from this date to the date of the sale; and by retaining any remaining amount pending the further Order of this Court.

9. On filing of the Certificate of Sale, defendants and all persons claiming under or against defendants since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property. If any defendant remains in possession of the property, the clerk shall without further order of court issue forthwith a writ of possession upon request of the person named on the certificate of title.

10. The Court finds, based upon the parties' stipulation, that 23.1 hours were reasonably expended by Plaintiff's counsel and that an hourly rate of \$185.00 is appropriate. **PLAINTIFF'S COUNSEL CERTIFIES THAT THE ATTORNEY FEE AWARDED DOES NOT EXCEED ITS CONTRACT FEE WITH PLAINTIFF.** The Court finds that there are no reduction or enhancement factors for consideration by the Court pursuant to *Florida Patient's Compensation v. Rowe*, 427 So. 2d 1145 (Fla. 1985).

OR

The Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that the flat fee of \$N/A is reasonable and appropriate for the Plaintiff's counsel's attorney's fees. The Court finds that there are no reasons for either reduction or

enhancement pursuant to Florida Patient's Compensation v. Rowe, 427 So. 2d 1145 (Fla. 1985), and the court therefore has awarded reasonable attorney's fees in the amount indicated in Paragraph 3 of this Judgment.

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

If the property has qualified for the homestead tax exemption in the most recent approved tax roll, also include the following two paragraphs:

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH EITHER THE ESCAMBIA CLERK OF CIRCUIT COURT AT 190 GOVERNMENT CENTER, PENSACOLA, FL 33756, WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT A LEGAL SERVICES OFFICE, SUCH AS: NORTHWEST FLORIDA LEGAL SERVICES, INC., 24 W. GOVERNMENT STREET, PENSACOLA, FLORIDA 32501 (850) 432-2336 / 1185 BAYLEN STREET, PENSACOLA, FLORIDA 32501 (850) 432-3222 OR THE FLORIDA BAR'S FLORIDA ATTORNEYS SAVING HOMES toll-free hot line (866-607-2187) TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT ONE OF THESE SERVICES FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

11. The Plaintiff may assign the judgment and credit bid by the filing of an assignment without further Order of the Court.

12. Jurisdiction of this action is retained to enter further orders that are proper. However, the parties stipulate that Plaintiff shall not be entitled to any deficiency judgment.

IT IS DONE AND ORDERED, in Escambia County, Pensacola, Florida on this 18th day of October 2011.


Honorable Linda L. Nobles, Circuit Judge

10/28/11
MM

Copies to:

✓ Ronnie J. Bitman, Esquire; ✓ City of Pensacola, c/o James Messer, Esquire; ✓ Keith W. Weidner, Esquire; ✓ Bradley S. Odom, Esquire; ✓ Kristen D. Hual, Esquire

Recorded in Public Records 12/20/2011 at 08:35 AM OR Book 6798 Page 1819,
Instrument #2011090091, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL. Deed Stamps \$74.20

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA
CIVIL ACTION

CASE NO. 2008 CA 001784 ✓

DEUTSCHE BANK NATIONAL TRUST COMPANY NATIONAL CREDIT FINANCIAL SERVICES CORPORATION
Plaintiff

VS.

UNKNOWN GROUSE OF MARY PEARSON; TENANT #1; TENANT #2; TENANT #3; TENANT #4; CITY OF
PENSACOLA; MARY PEARSON; ESCAMBIA COUNTY; EMERALD COAST UTILITIES AUTHORITY
Defendant

CERTIFICATE OF TITLE

The undersigned, Ernie Lee Magaha, Clerk of the Circuit Court, hereby certifies that a certificate of sale has been executed and filed in this action
on November 22, 2011, for the property described herein and that no objections to the sale have been filed within the time allowed for filing
objections.

The following property in Escambia County, Florida:

-SEE ATTACHMENT-

was sold to NATIONAL CREDIT FINANCIAL SERVICES CORPORATION ✓
9000 Southside Blvd, Bldg. 400, 6th floor Jacksonville, FL 32256

WITNESS my hand and seal of the court this 14 day of December, 2011



Ernie Lee Magaha
Clerk of the Circuit Court

BY: Maura Maus
Deputy Clerk

Case: 2008 CA 001784
00039577014
Date: 01/17/2012 Pg# 2

\$10,000.00

101

PARCEL ONE (1), PART OF BLOCK C, WEST PENSACOLA HEIGHTS, AS RECORDED IN THE OFFICIAL RECORDS OF ESCAMBIA COUNTY, FLORIDA IN PLAT BOOK 2, PAGE 34, COMMENCING AT THE NORTH-WEST CORNER OF SAID BLOCK C AND RUN SOUTH ALONG THE WEST LINE OF SAID BLOCK C, A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 75 FEET, THENCE SOUTH 89 DEGREES 01 MINUTES EAST, 152 FEET, THENCE NORTH 75 FEET, THENCE NORTH 89 DEGREES 01 MINUTES WEST 152 FEET TO THE POINT OF BEGINNING.

PARCEL TWO (2), THE NORTH 80 FEET OF LOTS 23, 24, 25 AND 26 OF BLOCK 22, AND THE SOUTH 60 FEET OF LOTS 25 AND 26, BLOCK 22 OF EAST PENSACOLA A SUBDIVISION OF A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA ACCORDING TO MAP BY J.E. KAUSAR IN JANUARY, 1981, AND RECORDED IN DEED BOOK 77, AT PAGE 520 OF THE PUBLIC RECORDS OF SAID COUNTY.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3814

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 02/07/2013

Issue: 5:31 p.m. Public Hearing to Establish Two Public Parks on Pensacola Beach Specifically Designated for Dogs (Ordinance)

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance amending Volume I, Chapter 10, Article I, Section 10-11, and creating Section 10-25, to establish two public parks on Pensacola Beach specifically designated for dogs.

Recommendation: That the Board adopt an Ordinance of Escambia County, Florida, amending Volume I, Chapter 10, Article I, Section 10-11, relating to animal control, and creating Section 10-25 of the Escambia County Code of Ordinances to establish two public parks on Pensacola Beach specifically designated for dogs.

BACKGROUND:

At its Regular Meeting held on January 9, 2013, the Santa Rosa Island Authority Board voted in favor of recommending to the Board of County Commissioners a proposed amendment to the Animal Control Ordinance to establish two public parks on Pensacola Beach specifically designated for dogs. At its Regular Meeting held on January 17, 2013, the Board of County Commissioners approved a recommendation authorizing the scheduling of a public hearing to consider amending the Escambia County Code of Ordinances to allow dogs on certain portions of Pensacola Beach.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This ordinance was drafted by Assistant County Attorney Kristin Hual and advertised in the Saturday Edition of the Pensacola News Journal on January 26, 2013.

PERSONNEL:

This ordinance will be administered by the Escambia County Sheriff's Office, Escambia County Animal Control, and the Santa Rosa Island Authority.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the ordinance by a majority vote.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

ORDINANCE NUMBER 2013-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 10, ARTICLE I, SECTION 10-11 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO ANIMAL CONTROL; CREATING VOLUME 1, CHAPTER 10, ARTICLE I, SECTION 10-25 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES TO ESTABLISH TWO PUBLIC PARKS ON PENSACOLA BEACH SPECIFICALLY DESIGNATED FOR DOGS; PROVIDING FOR LEGISLATIVE INTENT; PROVIDING FOR HOURS OF OPERATION; REQUIRING THE POSTING OF SIGNS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Board of County Commissioners further finds that the proposed amendment modifying the provision relating to animal control and creating a provision to establish two public parks on Pensacola Beach specifically designated for dogs serves an important public purpose.

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

Section 1. That Volume 1, Chapter 10, Article I, Section 10-11 of the Escambia County Code of Ordinances are hereby amended to read as follows:

Sec. 10-11. Animal Control.

- (a) *Generally.* Animals are prohibited from roaming freely on any public or private property without the consent of the owner or lessee unless such animal is specifically excepted as further set out in this section.
- (b) *Public places.* Animals are prohibited from public places in the county such as airports, hotels, restaurants, theaters, public conveyances, grocery stores, or other establishments serving food, beverages or staple foods, and at public gatherings such as outdoor festivals, fairs, etc. Animals so found, whether roaming or on direct control by the owner, may be impounded.
 - (1) It shall be unlawful for the owner of an animal to allow his animal in public places of the county such as school grounds, school bus stops, public parks, beaches, and playgrounds.
 - (2) It shall be unlawful for the owner of an animal to allow his animal, whether roaming at large or on a leash or otherwise under his control, on public bathing beaches or recreational areas on

that portion of Santa Rosa Island owned by and under the jurisdiction of the county or the Santa Rosa Island Authority, or on that portion of any beach, public or private, lying seaward of the coastal construction setback line for land southward of the right-of-way of State Road 292 or lying seaward of the line of vegetation for land northward of the right-of-way for State Road 292 on the portion of the county known as Perdido Key which is bordered to the west by the Alabama state line, to the south by the waters of the Gulf of Mexico, to the east by the property of the U.S. Government, and to the north by the waters of the Intracoastal Waterway.

- (3) Provided, however, no animal owner shall be prohibited from permitting his animal within 50 feet of a building which the animal owner owns or leases.
- (c) *Exceptions.* These restrictions relating to public places, schools, parks, beaches and recreational areas shall not apply to:
- (1) Animals utilized by law enforcement agencies, while engaged in law enforcement activity.
 - (2) Animals trained to assist the blind or hearing impaired, provided such animal is in the company of such person.
 - (3) The showing and training of dogs and the use of animals in educational presentations in appropriate locations of auditoriums, schools, parks, parking lots, armories, theaters, and similar public or privately owned areas.
 - (4) The transportation of animals by airlines at the airport in the county.
 - (5) Special events as authorized by a vote of the majority of the board of county commissioners with any conditions set forth by the board as reasonable under the circumstances.
 - (6) Designated portions of Santa Rosa Island owned by and under the jurisdiction of the county or the Santa Rosa Island Authority as provided in section 10-25.
- (d) *Female animals in season.* The owner of any female animal in heat shall keep such animal confined in a building or secure enclosure, veterinary hospital, or boarding kennel in such a manner that such female animal cannot come in contact with another animal, except for intentional breeding purposes. An owner who does not keep the female animal confined while in season shall be guilty of a civil infraction and punished as provided in section 10-23. This section shall not apply to female animals entered in organized shows.
- (e) *Animal nuisances prohibited.* Any animal or animals which shall do any of the following are declared to be an animal nuisance:
- (1) Molests passersby or passing vehicles.
 - (2) Attacks other animals.
 - (3) Trespasses on school grounds.
 - (4) Is repeatedly at large.
 - (5) Damages private or public property.
 - (6) Defecates or urinates upon the property of others.
 - (7) Repetitively barks, whines, howls or otherwise produces any noise in an excessive, continuous or untimely fashion for a period of five minutes or more except that caused by intentional human provocation.
 - (8) Has a communicable or contagious disease that is untreated or does not respond to treatment.
 - (9) Causes or emits an offensive odor which can be detected off the property of its owner.
 - (10) Is kept in a manner which causes a breeding place for flies, lice, fleas or other vermin or disease.
 - (11) Unreasonably interferes with a person's use and enjoyment of his property.

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

(f) *Removal of canine waste and requirement for possession of device for removal in the county.*

- (1) It shall be the duty of each person who is in the company of or responsible for a dog on areas other than the property of such person to remove any feces left by his dog on any yard, sidewalk, gutter, street, right-of-way, or other public or private place.
- (2) It shall further be the duty of any person while in direct control of a dog to have in his possession a plastic bag or "pooper scooper" or other such device sufficient for his use in the removal of canine waste.
- (3) Violators of this section shall be guilty of a civil infraction and punishable pursuant to section 10-23.
- (4) This section may be enforced by the county sheriff or county animal control officers. The provisions of Rule 3.125, Florida Rules of Criminal Procedure, providing that violators of county ordinances may be served with a notice to appear, shall be applicable to violations of this section. Failure of a person receiving a notice to appear to comply with the requirements on the notice shall be deemed a separate violation of this chapter for which a warrant for the violator's arrest may be issued.

(g) *Animal enclosures.*

- (1) The owner or keeper of an animal enclosure shall not sell, trade or give away any dog or cat, over four months of age, unless the dog or cat has been vaccinated. Appropriate records shall be maintained in accordance with F.S. § 828.31 (Laws of Fla., ch. 93-13(1993)).
- (2) Animal control shall be permitted to inspect any animal enclosure, animal records, and all animals and the premises where such animals are kept at any reasonable time during normal business hours where the officer has probable cause to believe a violation of this chapter exists to ensure compliance with all provisions of this chapter.

Section 2. That Volume 1, Chapter 10, Article I, Section 10-25 of the Escambia County Code of Ordinances is hereby created to read as follows:

(1) Short Title. This section shall be known as the "Pensacola Beach Dog Park Ordinance."

(2) Legislative Intent. The intent of this section is to establish two parks on Pensacola Beach where dogs are permitted subject to the regulations provided herein that will promote a pet-friendly atmosphere while enhancing the health, safety and welfare of the public by providing protection for, regulation and control of animals on designated public beaches in Escambia County.

(3) Dog parks, requirements, hours.

(a) Except as specifically provided herein, it shall be unlawful for the owner of an animal to allow his animal, whether roaming at large or on a leash or otherwise under his control, on public bathing beaches or recreational areas on that portion of Santa Rosa Island owned by and under the jurisdiction of the county or the Santa Rosa Island Authority.

(b) Dogs shall be permitted on that portion of Pensacola Beach on the Gulf of Mexico adjacent to Parking Lot B ("Park West") extending south from the dune vegetation line to the Gulf of Mexico and 100 yards to the west of the dune walkover and Parking Lot E ("Park

East”) extending south from the dune vegetation line to the Gulf of Mexico and 150 feet to the east and 150 feet to the west of the dune walkover.

(c) Hours of operation shall be from the time of sunrise until 10:00 a.m. CST.

(d) The Santa Rosa Island Authority shall provide appropriate signage designating the park boundaries and rules of operation.

(e) All dogs shall be prohibited from roaming freely within the boundaries of the park. Each dog must be fastened to a suitable leash of dependable strength not to exceed eight (8) feet in length, and the leash must be held at all times by the person maintaining supervision and control over the dog.

(f) Any person having a dog on the beach during the above enumerated hours must carry with and on such person suitable materials with which to remove from the beach any fecal matter deposited by the dog. Any fecal matter must be removed immediately upon its deposit by the person maintaining supervision and control over the dog.

(g) Each dog must have the proper license tags affixed to its collar or harness at all times.

(h) No person maintaining supervision and control over a dog on the beach may deliberately disobey a reasonable command to ensure compliance with the rules and regulations provided in this section. A reasonable command shall only be made by the executive director, the director of public safety, the water safety supervisor and senior lifeguards of the Santa Rosa Island Authority while in the performance of their official duties. A reasonable command shall be preceded by a verbal warning to cease the prohibited activity and such person shall be permitted a reasonable opportunity to comply with the warning. A reasonable command shall be made in the presence of the county sheriff or his or her deputies.

(i) The executive director and the director of public safety of the Santa Rosa Island Authority shall have the authority to close the parks when deemed necessary to ensure the health, safety and welfare of the general public.

(4) Enforcement and penalty. This section may be enforced by the county sheriff and his or her deputies or county animal control officers as provided in this chapter. Violators of this section shall be guilty of a civil infraction and punishable pursuant to section 10-23.

(5) Sunset provision. This provision shall stand repealed one year from the date of enactment unless reviewed and saved from repeal through reenactment by the Board of County Commissioners.

Section 3. Severability.

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

Section 4. Inclusion in the Code.

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Escambia County Code; and

that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Effective Date.

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

DONE AND ENACTED THIS ____ DAY OF _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY: _____
Deputy Clerk

(SEAL)

Enacted:

Filed with Department of State:

Effective:

This document approved as to form and legal sufficiency.

By: Kristina Head

Title: ACA

Date: 1/23/13



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-3795

Clerk & Comptroller's Report 11. 1.

BCC Regular Meeting

Consent

Meeting Date: 02/07/2013

Issue: Acceptance of Reports

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

That the Board accept, for filing with the Board's Minutes, the following five Reports prepared by the Clerk and Comptroller's Finance Department:

A. The following two Payroll Expenditures:

(1) Pay Date January 18, 2013, in the amount of \$2,765,514.06; and

(2) Pay Date February 1, 2013, in the amount of \$2,202,121.23; and

B. The following three Disbursement of Funds:

(1) January 10, 2013, to January 16, 2013, in the amount of \$3,360,939.00;

(2) January 17, 2013, to January 23, 2013, in the amount of \$572,961.85; and

(3) January 24, 2013, to January 30, 2013, in the amount of \$6,305,995.18.

Attachments

Payroll Expenditures January 18, 2013

Payroll Expenditures February 1, 2013

Disbursements January 10-16, 2013

Disbursements January 17-23, 2013

Disbursements January 30, 2013



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

Escambia County, Florida
Payroll Expenditures of the
Board of County Commissioners

Pay Date: January 18, 2013

Check No:	\$0.00
Direct Deposits:	\$1,448,651.18
Total Deductions and Matching Costs:	\$1,316,862.88
Total Expenditures:	\$2,765,514.06

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 JAN 16 P 2:55
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

Escambia County, Florida
Payroll Expenditures of the
Board of County Commissioners

Pay Date: February 1, 2013

Check No:	\$0.00
Direct Deposits:	\$1,128,685.72
Total Deductions and Matching Costs:	\$1,073,435.51
Total Expenditures:	\$2,202,121.23

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY FL
2013 JAN 30 P 1:35
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS



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

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

PAM CHILDERS
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

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

Escambia County, Florida
 Disbursement of Funds From:

01/10/13 to 01/16/13

DISBURSEMENTS

Computer check run of:

<u>01/16/13</u>	\$ <u>3,324,770.53</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Debt Service Payment	\$ <u>0.00</u>
Elected Official	\$ <u>0.00</u>
Preferred Governmental Claims	\$ <u>17,308.44</u>
Credit Card Purchases	\$ <u>18,860.03</u>

Total Disbursement by Wire

\$ 36,168.47

TOTAL DISBURSEMENTS

\$ 3,360,939.00

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841.

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.

PAM CHILDERS
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL
 2013 JAN 17 A 9:12
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS



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

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

PAM CHILDERS
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

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

Escambia County, Florida
 Disbursement of Funds From:

01/17/13 to 01/23/13

DISBURSEMENTS

Computer check run of:

	\$ <u>0.00</u>
L-Vendor	\$ <u>509,610.22</u>

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>30,822.68</u>
Credit Card Purchases	\$ <u>32,528.95</u>

Total Disbursement by Wire

\$ 63,351.63

TOTAL DISBURSEMENTS

\$ 572,961.85

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.

PAM CHILDERS
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL
 2013 JAN 24 P 4:01
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

Escambia County, Florida
Disbursement of Funds From:

01/24/13 to 01/30/13

DISBURSEMENTS

Computer check run of:

01/24/13 & 01/30/13

\$ 6,241,083.37

L-Vendor

\$ 0.00

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims

\$ 25,715.30

Credit Card Purchases

\$ 10,196.51

Deval, LLC

\$ 29,000.00

Total Disbursement by Wire

\$ 64,911.81

TOTAL DISBURSEMENTS

\$ 6,305,995.18

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.

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 JAN 31 P 3:22
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-3799

Clerk & Comptroller's Report 11. 2.

BCC Regular Meeting

Consent

Meeting Date: 02/07/2013

Issue: Public Official Bond for Santa Rosa Island Authority Appointee

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Approval of a Public Official Bond for Santa Rosa Island Authority Appointee

That the Board approve the Public Official Bond for Santa Rosa Island Authority (SRIA) appointee Janice E. Perkins-Gilley, Western Surety Company Bond No. 61564079, in the amount of \$10,000, underwritten by McMahon-Hadder Insurance, Inc., effective January 10, 2013, for an indefinite term; the original Bond will be executed by all five Commissioners and filed with the SRIA.

Attachments

Public Official Bond



PENSACOLA BEACH
SANTA ROSA ISLAND AUTHORITY

Board Members:

Thomas Campanella
Chairman

Tammy Bohannon
Vice-Chairwoman

Fred Gant
Secretary/Treasurer

Janice Gilley
Acting Secretary/Treasurer

Elwyn Guernsey
Dave Pavlock

W. A. "Buck" Lee
Executive Director

January 16, 2013

Doris,

Enclosed please find the Public Official Bond for Janice Gilley. I appreciate your help in getting the BCC's signatures on it!

Have a great weekend!

Jamee Thompson

SRIA Assistant Manager Administration

(850) 932-2257

PAM CHILDERS
CLERK OF COUNTY COURT
ESCAMBIA COUNTY, FL
2013 JAN 18 A 11: 58
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

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



Bond No. 61564079
Effective Date: January 10th, 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, Janice E Perkins-Gilley,
(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
\$ 10,000.00 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** Board Member Santa Rosa Island Authority
(Name of Office) to hold this office for
a term beginning January 10th, 2013 and ending Indefinite 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 10th day of January, 2013
WESTERN SURETY COMPANY
101 South Phillips Avenue
Sioux Falls, SD 57104-6703
(Address of Main Surety Company)

By _____
Mc Mahon-Hadder Ins., Inc.
(Name of Local Bonding Company)
375 N. 9th Ave., Pensacola, FL 32502
(Address of Local Bonding Company)

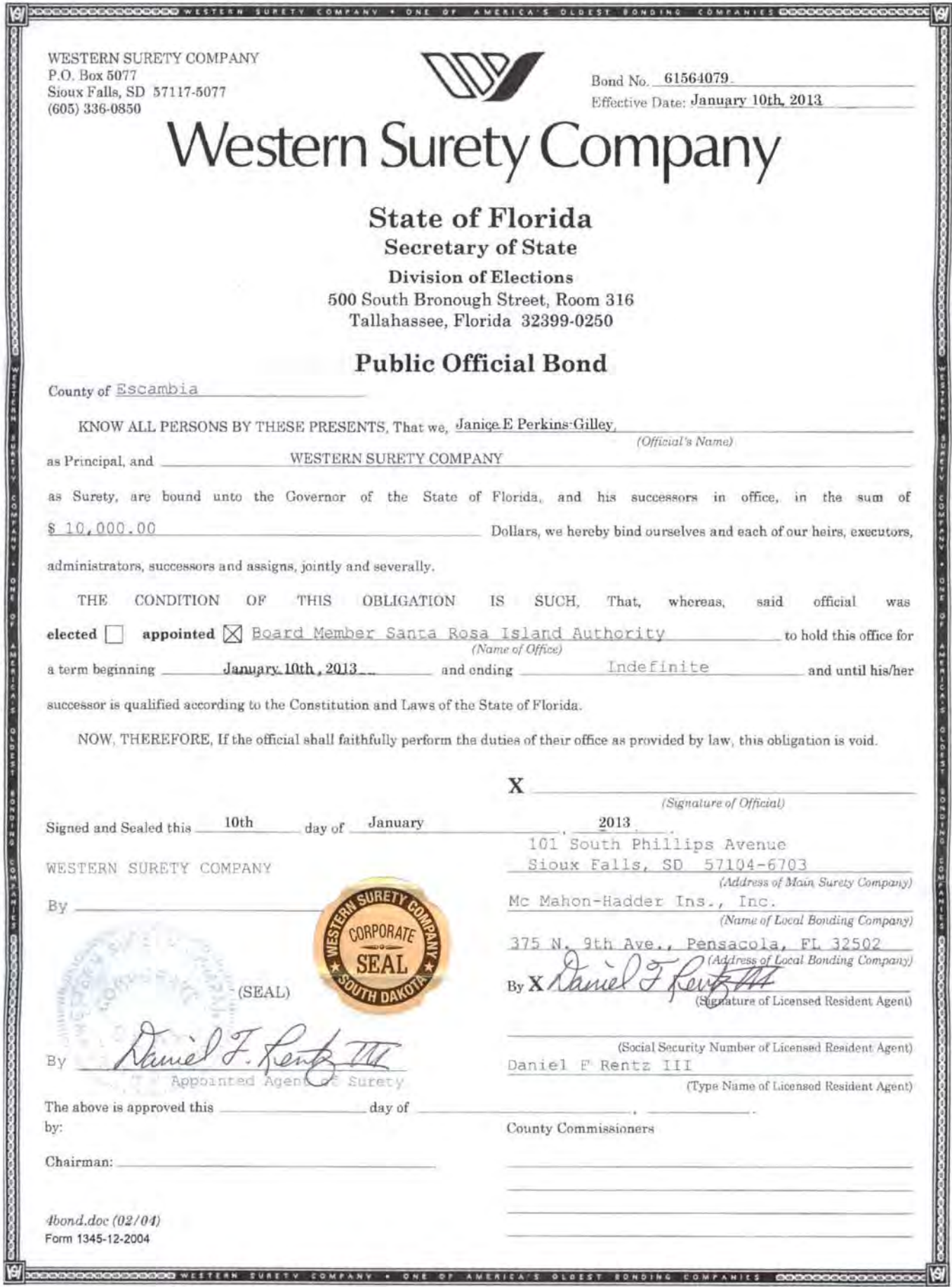


By X Daniel F Rents III
(Signature of Licensed Resident Agent)

By Daniel F. Rents III
Appointed Agent of Surety
(Social Security Number of Licensed Resident Agent)
Daniel F Rents III
(Type Name of Licensed Resident Agent)

The above is approved this _____ day of _____
by: _____
County Commissioners

Chairman: _____



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

Daniel F Rentz III of Pensacola,
State of Florida, with limited authority, its true and lawful Attorney-in-Fact, will 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 Board Member Santa Rosa Island Authority

bond with bond number 61564079

for Janice E Perkins-Gilley

as Principal in the penalty amount not to exceed: \$ 10,000.00

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 10th day of January, 2013

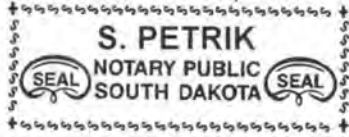
ATTEST

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 10th day of January, 2013, 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.



My Commission Expires August 11, 2016

S. Petrik
Notary Public

ACKNOWLEDGMENT OF SURETY
(Attorney-in-Fact)

STATE OF Florida
COUNTY OF Escambia

ss

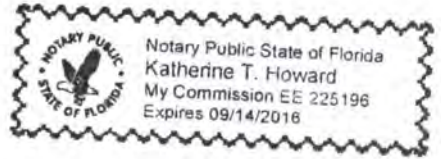
On this 10th day of January, 2013, before me, a notary public in and for said County, personally appeared Daniel F Rentz III to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Daniel F Rentz III acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

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

My commission expires Sept 14, 2016

Katherine S. Howard

Notary Public





Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-3796

Clerk & Comptroller's Report 11. 3.

BCC Regular Meeting

Consent

Meeting Date: 02/07/2013

Issue: Acceptance of Documents Provided to the Clerk to the Board's Office

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. *Amendment No. 1 to Agreement* between the Florida Fish and Wildlife Conservation Commission and the Escambia County Board of County Commissioners, as executed by the Chairman on December 3, 2012, based on the Board's action of January 6, 2011, approving the Ex-Oriskany PCB Artificial Reef Monitoring Project Grant Agreement, and received in the Clerk to the Board's Office on January 8, 2013;

B. The following three original documents recorded on January 10, 2013:

(1) The Commercial Facade, Landscape, and Infrastructure Grant Program Lien Agreement, in the amount of \$9,631, for property located at 3107 Mobile Highway, owned by Kim Rice, as approved by the Board on April 21, 2011, and recorded in Official Records Book 6959, Pages 1233 through 1235;

(2) The Commercial Facade, Landscape, and Infrastructure Grant Program Lien Agreement, in the amount of \$10,000, for property located at 3720 North Pace Boulevard, owned by Gulf Coast Audio Visual Producers, Inc., as approved by the Board on April 17, 2012, and recorded in Official Records Book 6959, Pages 1229 and 1230; and

(3) The Commercial Facade, Landscape, and Infrastructure Grant Program Lien Agreement, in the amount of \$10,000, for property located at 3740 North Pace Boulevard, owned by LOJ, LLC, as approved by the Board on April 17, 2012, and recorded in Official Records Book 6959, Pages 1227 and 1228; and

C. A copy of the *General Release and Hold Harmless Agreement* signed by Robert Mark Herrmann, as approved by the Board on January 19, 2012, and received in the Clerk to the Board's Office on January 15, 2013.

Attachments

Amendment to FWC Agreement

Lien Agreement 3107 Mobile Hwy

Lien Agreement 3720 N Pace Blvd

Lien Agreement 3740 N Pace Blvd

Herrmann General Release

MINUTES OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-22. Approval of Various Consent Agenda Items – Continued

17. Continued...

C. Authorizing the Chairman or Vice Chairman to execute the Resolution and the Agreement.

18. Taking the following action concerning the Community Development Block Grant (CDBG)-funded *Neighborhood Renewal Initiative Mini-Grant Agreement* with BBYSA, Inc. (Funding: Fund 129/2009 CDBG, Cost Center 220410):

A. Approving the Agreement and awarding a Neighborhood Renewal Initiative Grant, in the maximum amount of \$500, for the Brent Park Beautification and Restoration 2010 Project, sponsored by BBYSA, Inc., located in the Palafox Community Redevelopment Area; and

B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the Project.

19. Taking the following action concerning the Escambia County Ex-Oriskany PCB Artificial Reef Monitoring Project Grant Agreement with the Florida Fish and Wildlife Conservation Commission (FWC), Grant No. 10263 (Funding Source: Fund 110, Other Grants and Projects; Cost Center/Revenue Code – TBD [*To Be Determined*] at time of Supplemental Budget Amendment):

A. Approving the Grant Agreement between the Escambia County Board of County Commissioners and FWC for the Ex-Oriskany PCB Artificial Reef Monitoring Project, in the amount of \$53,000, from the date of execution through December 30, 2012; and

B. Authorizing the Chairman to execute the Agreement and any documents related to acceptance, execution, reporting, and amendments to this Grant, pending Legal review and approval, without further action of the Board.





**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 01-07-2013

TO: Doris Harris, Deputy Clerk

BCC: 01-06-2011

CAR II-19 Amendment #1 to Agreement between the Florida Fish and Wildlife Conservation Commission and the Escambia County Board of County Commissioners – FWC Grant Number 10263 - Escambia County Ex-Oriskany PCB Artificial Reef Monitoring Project –

Please Initial and Date
Below on Line Provided

jw 01/07/2013

Judy Witterstaeter, Program Coordinator, County
Administrator's Office

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

Thank you.

dch

Doris Harris, Deputy Clerk

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

CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 JAN -8 A 11:29
JUDY WITTERSTAETER
PROGRAM COORDINATOR
COUNTY ADMINISTRATOR'S OFFICE

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued



15. Ratifying the following April 21, 2011, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 3107 Mobile Highway:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Kim Rice, owner of commercial property located at 3107 Mobile Highway, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$9,631, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for the following improvements:

Install a chain link fence and a privacy wood fence

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.



**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 04-25-2011

TO: Doris Harris, Deputy Clerk

BCC: 04-21-2011

CAR II-15 Commercial Façade Grant Program Funding and Lien Agreements
for – 3107 Mobile Highway

Please Initial and Date
Below on Line Provided

sw for 04/25/11

Shirley Gafford, Program Coordinator, County Administration

Attached is one original Funding Agreement. Please attest, retain original and return one copy for further handling by the CRA.

Also attached is one original Lien Agreement. Please attest and record when advised by the CRA staff that the Grant funds have been distributed. When the document is recorded, please return a recorded copy for further handling by the CRA.

Thank you.

APR 25 12:39 PM '11
CLERK'S

dch 4/26/2011

Doris Harris, Deputy Clerk

Return This Cover Page & Documents (as applicable) to Shirley Gafford


PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued

11. Approving, and authorizing the County Administrator to execute, a Purchase Order, in the amount of \$1,607,424, to Agru America, Inc., for the owner-direct purchase of the closure turf material for Contract PD 10-11.082, "Saufley Field Landfill Closure and Stormwater Improvement Project"; Contract PD 10-11.082 for the "Saufley Field Landfill Closure and Stormwater Improvement Project" was awarded to Panhandle Grading & Paving, Inc., on December 8, 2011, for a total of \$5,996,026, and Purchase Order #120860 was issued on December 16, 2011; Change Order #1 to Purchase Order #120860 to Panhandle Grading & Paving, Inc., completed on January 31, 2012, reduced the Purchase Order for the amount of the closure turf material to be purchased directly by the County, providing for a significant savings to the County (Funding Source: Fund 401, "Solid Waste," Cost Center 230316, Object Code 56301).

-  12. Ratifying the following April 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 3720 North Pace Boulevard:
- A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Gulf Coast Audio Visual Producers, Inc., owner of commercial property located at 3720 North Pace Boulevard, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through the Palafox Tax Increment Financing, Fund 151, Cost Center 220517, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc., 2008 and 2009 Community Development Block Grant, Fund 129, Cost Centers 220563 and 220410, Object Code 58301, for resurfacing and restriping the parking lot; and
 - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.



**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 04-18-2012

TO: Doris Harris, Deputy Clerk
BCC: 04-17-2012
CAR II-12 Commercial Façade Grant Agreements for 3720 North Pace
Boulevard

Please Initial and Date
Below on Line Provided

slg 4-18-2012

Shirley Gafford, Program Coordinator, County Administration

Attached is one original Funding Agreement. Please attest, retain original and return one copy for further handling by the CRA.

Also attached is one original Lien Agreement. Please attest and record when advised by the CRA staff that the Grant funds have been distributed. When the document is recorded, please return a recorded copy for further handling by the CRA.

Thank you.

dch 4/19/2012

Doris Harris, Deputy Clerk

CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
2012 APR 19 A 11:43
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL


Return This Cover Page & Documents (as applicable) to Shirley Gafford

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued

-  15. Ratifying the following April 17, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 3740 North Pace Boulevard:
- A. Approving the Commercial Facade, Landscape and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and LOJ, LLC, owner of commercial property located at 3740 North Pace Boulevard, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$10,000, representing an in-kind match through the Palafox Tax Increment Financing, Fund 151, Cost Center 220517, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc., 2008 Community Development Block Grant, Fund 129, Cost Center 220563, Object Code 58301, for resurfacing and restriping the parking lot; and
 - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.
16. Ratifying the following April 17, 2012, action of the Board of County Commissioners of Escambia County, 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 221 Payne Road:
- A. Approving the Residential Rehab Program Funding and Lien Agreements between the Escambia County CRA and Terry Lamb, owner of residential property located at 221 Payne Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$1,812, representing an in-kind match through the Warrington Tax Increment Financing, Cost Center 220516, Object Code 58301, for the following improvements: connect to sanitary sewer; and
 - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant Award.



**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 04-18-2012

TO: Doris Harris, Deputy Clerk
BCC: 04-17-2012
CAR II-15 Commercial Façade Grant Agreements for 3740 North Pace Boulevard

Please Initial and Date
Below on Line Provided

alg 4/18/2012

Shirley Gafford, Program Coordinator, County Administration

Attached is one original Funding Agreement. Please attest, retain original and return one copy for further handling by the CRA.

Also attached is one original Lien Agreement. Please attest and record when advised by the CRA staff that the Grant funds have been distributed. When the document is recorded, please return a recorded copy for further handling by the CRA.

Thank you.

dch 4/19/2012

Doris Harris, Deputy Clerk

2012 APR 19 A 11:43
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL.
GENE LEE HAGAN

Return This Cover Page & Documents (as applicable) to Shirley Gafford

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

2-7. Approval of Various For Action Items – Continued



3. Authorizing a settlement in the Case of Robert Mark Herrmann v. Escambia County, FL (Case No. 2008 CA 003078), in which the County will pay to Mr. Herrmann the sum of \$40,000, in exchange for a General Release and Hold Harmless Agreement in favor of Escambia County and dismissal with prejudice of the pending lawsuit.
4. Approving a washout Workers' Compensation settlement to former employee Felix Silcox, in the amount of \$160,935, inclusive of attorney's fees and costs; an excess insurance carrier will reimburse the County for 100.0% of the settlement amount.
5. Adopting a Resolution (*R2012-12*) authorizing the conveyance of real property located on the 1st Block of East Jordan Street (Account Number: 13-2091-000; Reference Number: 00-0S-00-9010-018-118) to the City of Pensacola, for the recited consideration of \$1.00, pursuant to Section 125.38, Florida Statutes.
6. Taking the following action pursuant to Board direction at the January 12, 2012, Committee of the Whole Workshop, concerning a *Petition for Relief from Enforcement Action Pursuant to Florida Statute Chapter 70.51*, filed by Thomas M. Bizzell, as Trustee of the Holiday Holding Trust No. 2:
 - A. Waiving any argument regarding failure to exhaust administrative remedies;
 - B. Approving to retain mediator William E. Bond pursuant to the Special Master Agreement to provide mediation services; the cost to provide these services will be borne equally by the parties; and
 - C. Acknowledging that the Notice of Code Enforcement violation is stayed, except that all prohibited materials piled on site must be either removed or covered and contained immediately.
7. Dropping the recommendation that the Board authorize the scheduling of a Public Hearing on February 2, 2012, at 5:32 p.m., for consideration of adopting an Ordinance creating a Franchise Agreement for the City of Gulf Breeze to provide natural gas services to Pensacola Beach residents.



**ESCAMBIA
COUNTY**

INTER-OFFICE MEMORANDUM

TO: Doris Harris, Clerk to the Board
FROM: Beth Larrieu, Administrative Assistant
DATE: January 15, 2013
RE: Settlement of *Robert Mark Herrmann v. Escambia County, FL*
BCC 1-19-2012

Attached you will find the original General Release and Hold Harmless Agreement signed by Robert Mark Herrmann, for filing with the Board minutes of January 19, 2012 (CAT I-3). When you are finished with the General Release, please send the original document back to this office for filing. Thank you for your assistance.

/el
Attachment

PAM CHILBERS
CLERK OF DISTRICT COURT
ESCAMBIA COUNTY, FL
2013 JAN 15 P 4:45
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

COPY

GENERAL RELEASE AND HOLD HARMLESS AGREEMENT

I. GENERAL RELEASE OF ALL CLAIMS

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, in the absence of any of which this Release would not be executed and delivered by Robert Mark Herrmann (hereinafter Herrmann), nor accepted by Escambia County, Florida (hereinafter County), and of the benefits and advantages anticipated by Herrmann and by County from the compromise and settlement of these claims and this action, and in consideration of the sum of Forty Thousand Dollars (\$40,000.00), for all property and personal injury damages claimed, in hand paid by County, the receipt of which is hereby acknowledged, Herrmann has acquitted, released, exonerated and discharged, and does hereby acquit, release, exonerate and discharge County, its successors, legal representatives, agents and assigns, of and from any and all obligation, liability or responsibility under the laws of the State of Florida, and of any other state of the United States, and of the United States of America, for, from, upon, under, on the account of or growing or arising out of the events of March 31, 2007, including (but not by these specific references excluding any other elements of obligation, liability or responsibility in respect of these occurrences) all damages, claims, losses, costs, interest, attorneys fees, charges and expenses, of every kind, nature and character, now existing or hereafter arising, known or unknown or hereafter becoming known, accrued or hereafter accruing, resulting directly or indirectly, proximately or remotely, from all and any of the matters and things embraced in the above claims and which were brought or could have been brought in the action styled: ROBERT MARK HERRMANN, Plaintiff, versus ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida,

Defendants, Case No. 2008 CA 003078, pending in the First Judicial Circuit Court of Escambia County, Florida, and does hereby acknowledge full and complete compromise and settlement, accord and satisfaction and payment thereof and therefor. Each party bears their own costs and attorney's fees as well as all expert witness fees.

The hereinabove recited considerations are the full, complete and entire consideration for this Release, and there is no agreement, oral or written, express or implied, whereby Herrmann is to receive at any time or in any event or upon the happening of any contingency or upon the development or discovery of any fact, circumstance or condition any further consideration of any kind whatsoever from County for or on account of any other matter, Herrmann hereby agrees that he will not, and that his heirs, legal representatives, agents and assigns shall not, hereafter file or institute in any court any other suit or make or file any claims against County, or its successors, agents, legal representatives, agents or assigns for or on the account of or in respect of these claims or any of the matters and things alleged in this action, and that to any other suit or action which nevertheless may be hereafter brought, on account of, in respect of, any of the matters and things involved in these claims and in this action this Release shall be a complete and conclusive defense. It is understood that payment of the consideration for this Release in no way constitutes an admission of liability, but is made by way of a compromise of a disputed claim.

II. INDEMNIFICATION AND DUTY TO DEFEND

Herrmann further promises, for the aforesaid consideration, to bind himself, jointly and severally, his heirs, administrators and executors to repay to County and its successors and assigns, receivers, trustees or administrators for any claim, loss,

damage, expense, cost, or any sum of money whatsoever, except the sum above mentioned, that County may hereafter be compelled to pay arising out of or in connection with the above injury or property damage. These costs and expenses shall specifically include, but not in any way be limited to, attorney's fees, costs of defending any suit, action or actions in law or equity, satisfaction of liens or claims health care providers, health or disability insurers, workers' compensation carriers or administrators, employers or any other person or party who may bring a claim against County arising out of or in connection with the incidents which occurred on or about March 31, 2007, and all losses, costs, expenses and fees incurred in the enforcement of this Release. Such liens and claims include the charging lien filed by the law firm of Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A. on December 8, 2010. Herrmann agrees that he will satisfy the charging lien of the above firm from the proceeds of this settlement and will hold County free and harmless from any claim or charging lien of the law firm of Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A.

Herrmann agrees to hold County free and harmless from and to indemnify and defend County and its successors and assigns, receivers, trustees, or administrators, against any claim, loss, damage or expense brought or occasioned by Herrmann relating to the incidents which occurred on or about March 31, 2007, and his successors and assigns, heirs, executors and administrators arising out of or in connection with or alleged to have arisen out of or in connection with the incidents which occurred on or about March 31, 2007.

III. OTHER TERMS

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the agreement made is not and does not have the effect of any admission of liability or damages by the County, and that it denies liability and intends merely to avoid litigation and buy its peace.

To secure this settlement and the payment of the above sum, Herrmann hereby declares that he is over twenty-one (21) years of age, and that he relies wholly upon his own judgment, belief and knowledge of the nature and extent of all injuries, disabilities, diseases, illnesses and damages sustained by them, and that no representation or statements about them made by either treating doctors or agents of the County have influenced him in making, or induced him to enter into this settlement and make this Release of All Claims and Hold Harmless Agreement. Herrmann understands that the damages, injuries, disabilities, diseases, or illnesses sustained or claimed by him to have been sustained as the proximate result of the incidents which occurred on or about March 31, 2007, may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this Release of All Claims and Hold Harmless Agreement, Herrmann relies wholly upon his own judgment, belief and knowledge of the nature, extent and duration of all of said injuries, disabilities, diseases, or illnesses, and all damages arising therefrom. Herrmann further declares that he does not suffer from any mental or physical disability which would disable him from executing this Release of All Claims and Hold Harmless Agreement and that he has had the benefit of advice from his own counsel.

Herrmann has read this Release of All Claims and Hold Harmless Agreement

and understands the purport, tenor and effect of this Agreement. It contains and sets forth the entire Agreement between the parties hereto, and there is no part of the Agreement between them in respect of the premises which is not fully, completely, accurately and truly set forth herein.

IN WITNESS WHEREOF, I, Robert Mark Herrmann, have hereunto set my hand and seal at Pensacola, Escambia County, Florida, this 18th day of January, 2012.

I have read this RELEASE OF ALL CLAIMS AND HOLD HARMLESS AGREEMENT and fully understand it.

Signed, sealed and delivered in the presence of:



Witness



ROBERT MARK HERRMANN

Witness

STATE OF Florida)
COUNTY OF Escambia)

I HEREBY CERTIFY that on this date, before me, an officer duly authorized in the State of Florida and Escambia County aforesaid to take acknowledgments, personally appeared Robert Mark Herrmann, who, after being first duly sworn, upon his oath, deposes and says that he is the person described herein and that he executed the foregoing RELEASE OF ALL CLAIMS AND HOLD HARMLESS AGREEMENT, in the presence of two subscribing witnesses, for the purposes stated therein, and acknowledged that he executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of Florida and Escambia County last aforesaid, this 18th day of January, 2012.



Notary Public



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-3837

Clerk & Comptroller's Report 11.4.

BCC Regular Meeting

Consent

Meeting Date: 02/07/2013

Issue: Disposition of Records

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Disposition of Records

That the Board approve *Records Disposition Document No. 513*, for disposition of Board of County Commissioners' Records, Item 32a, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 485 through 487), for the period May 3, 2012, through August 9, 2012, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed.

Attachments

Records Disposition Document



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-3797

Clerk & Comptroller's Report 11. 5.

BCC Regular Meeting

Consent

Meeting Date: 02/07/2013

Issue: Minutes and Reports

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

- A. Approve the Minutes of the Special Board Meeting held January 22, 2013;
- B. Approve the Minutes of the Regular Board Meeting held January 17, 2013;
- C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held January 17, 2013; and
- D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held January 8, 2013.

Attachments

January 17, 2013, Agenda Work Session Report

January 8, 2013, C/W Workshop Report

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD JANUARY 17, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:06 a.m. – 10:11 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
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
George Touart, Interim County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
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., January 17, 2013, Regular Board Meeting, was reviewed as follows:
 - A. Interim County Administrator Touart, Larry M. Newsom, Assistant County Administrator, Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, Robert Turpin, Manager, Marine Resources Division, and T. Lloyd Kerr, Director, Development Services Department, reviewed the agenda cover sheet;
 - B. The Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Interim County Administrator Touart, Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, and Michael D. Weaver, Director, Public Safety Department, reviewed the County Administrator's Report;
 - E. County Attorney Rogers and Amy Lovoy, Director, Management and Budget Services Department, reviewed the County Attorney's Report; and
 - F. Commissioner Robinson, Commissioner May, and Commissioner Valentino each reviewed his add-on item(s).

January 17, 2013

NAME

DEPARTMENT/AGENCY

1	Kelly Cooke	PIO
2	Nate Monroe	PNJ
3	J Braznell	BCC-D1
4	Becky Austin	BCC-D4
5	Brette Green	BCC D3
6	Deann Locke	BCC P.5
7	Dean Kighm	BCC-2
8	Draine Simpson	Co. Atty Office
9	Keith Wilkins	C+E
10	Robert Turpin	C&E
11	LLOYD KERR	DSA
12	Randy Winkerson	NEFD
13	Barbara Mayall	Citizen
14	Delfi Messinger	Animal Services
15	Wendell J. Felt	Court
16	Russell D. Scarriff	SRIA
17	Steve Casoy	SOLF
18	Marilyn Wedg	PCA
19	Jeremy Bump	Independent News
20	Claudia Semnou	Stuck
21	Pat Johnson	DSWM
22	Dano Musselwhite	I.T.
23	Ang Lopez	MBS
24	Mike Weaver	PS
25	Tom Turner	HR
26	Larry Coleman	P/W
27	John Star	P/W
28	Bob W. W.	ACTIVITIES MSJ
29	Lorraine Hudson	Clerk of Court & Comptroller
30	Brenda Van Buesal	Clerk of Court - Chief of Operations

January 17, 2013

NAME

DEPARTMENT/AGENCY

1	Susan Woolf	General Counsel to Clerk
2	Pam Childers	Clerk
3	Doris Harris	Clerk to the Board
4	Judy Witterstater	CAO
5	Beryl Jensen	CA
6	June M. Valente	BCC
7	Lynn Mary	BCC
8	Sam Colby	BCC
9	Stacy	BCC
10	Wilson Obensou	BCC
11	[Signature]	City Atty
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NAME

DEPARTMENT/AGENCY

1	Henriette Diar	ECSD
2	Charlie Gonzalez	GIS
3	Casey Brown	TRAFFIC & TRANS
4	Cheryl D. Watson	SWMD
5	W. Rhodes	Parks / Rec
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REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD JANUARY 8, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:07 a.m. – 10:57 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
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
George Touart, Interim County Administrator
Alison Rogers, County Attorney
Charles V. Peppler, Deputy County Attorney
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call To Order

Chairman Valentino called the Committee of the Whole (C/W) to order at 9:07 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 January 5, 2013, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule January 7- January 11, 2013, Legal No. 1587269.*

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. County Medicaid Costs

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Medicaid, The Effect of State Legislation*, presented by Amy Lovoy, Director, Management and Budget Services Department, and the C/W:

- (1) Was advised by Ms. Lovoy that:
 - (a) Because of outstanding issues surrounding the billing of Medicaid claims, Escambia County pays for undeserved Medicaid costs; and
 - (b) The Florida Association of Counties is negotiating with the Governor's Office to work out possible solutions, such as trading Health Departments for Medicaid or giving up a state-shared revenue in exchange for state assumption of Medicaid costs;
- (2) Was advised by Patricia L. Sheldon, Clerk & Comptroller's Financial Reporting Manager, that the County is required to pay "transfer in" costs upfront, then request a refund, which is usually denied, and that tracking claims is difficult because the download from the Agency for Health Care Administration's billing system does not include the "transfers in"; and
- (3) Was advised by Assistant County Administrator Newsom that either he or the Interim County Administrator will present this issue, as well as issues regarding Juvenile Justice mandates, to the Escambia County State Legislative Delegation at a public hearing that has been scheduled for Thursday (*January 10, 2013*), at Pensacola State College, to hear comments for proposals for the 2013 Regular Legislative Session; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Policy Regarding Legal Representation for Commissioners and Staff

A. Board Discussion – The C/W discussed Policy Regarding Legal Representation for Commissioners and Staff, and the C/W:

- (1) Was advised by County Attorney Rogers that in almost every instance where a County employee has had legal action taken against him or her, whether it be for issues concerning ethics, professional licensing, or in a civil case, the County Commission has proactively fronted the legal expenses for those employees; furthermore, with regards to fronting and/or reimbursing Commissioners for legal expenses, the Commission typically handles those instances on a case-by-case basis, and how the Commission has proceeded has been dependant on whether or not the case is a civil matter, criminal matter, or ethics charge;
- (2) Heard the request from County Attorney Rogers for Board direction concerning drafting a policy that sets forth how these legal matters will be handled and what cases the Board of County Commissioners will proactively front legal expenses for employees and or Commissioners, and in which instances the County will then attempt, if necessary, to recoup those expenses if someone is not successful in that legal matter;
- (3) Was advised by Commissioner Robertson that he is willing to continue with the status quo when it concerns a County employee; however, when it concerns a County Commissioner, he would like to handle those instances on a case-by-case basis, with an official vote of the Board;
- (4) Was advised by Commissioner Robinson that there is a distinction between civil and criminal matters, and, since, any Commissioner is subject to frivolous civil lawsuits, he would prefer to handle these matters on a case-by-case basis;
- (5) Was advised by Commissioner Valentino that it is his opinion that discussions concerning legal defense fees for Commissioners should take place during a public meeting, not in the shade, so that the public can view firsthand the merits of the claim and the merits of the County's dollars being used to defend the Commissioner, whether the charges against him or her are civil or criminal; and

(Continued on Page 4)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Continued...

A. Continued...

(6) Was advised by Commissioner Valentino that there is a consensus to bring back a proposed policy that:

- (a) Provides for fronting legal expenses for employees, in most situations;
- (b) Provides that the legal expenses for elected Commissioners would be dealt with on a case-by-case basis; and
- (c) Provides that discussions and/or actions concerning legal expenses for a Commissioner will not be held in a shade meeting; and

B. Board Direction – None.

5. Land Development Code/Comprehensive Plan

A. Board Discussion – The C/W discussed Land Development Code/Comprehensive Plan, and the C/W:

(1) Heard the request from Assistant County Administrator Newsom that the Board rescind the Resolution establishing the Escambia County Land Development Code Citizen Advisory Committee, and allow him to do a comparison of Escambia County's Land Development Code (LDC) and Comprehensive Plan with neighboring Counties; and

(2) Heard the request from Commissioner Barry that the LDC and the Comprehensive Plan be rewritten with "user friendly" verbiage; and

B. Board Direction – The C/W recommends that the Board approve terminating the Land Development Code Advisory Committee, evaluate, and compare to comparable Florida Counties, including Bay County, and the applicable counties in Alabama, the work that has been presented, and approve a review of the existing Comprehensive Plan (*on May 6, 2010, the Board adopted Resolution R2010-81 establishing the Escambia County Land Development Code Citizen Advisory Committee and appointing the membership of the Committee*).

Approved 4-0, with Commissioner Robertson having left the Workshop

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Noise Ordinance

- A. Board Discussion – The C/W heard the request from County Attorney Rogers for specifics concerning the composition of the advisory committee the Board directed staff to establish to bring forward recommendations regarding the County's Noise Ordinance, and the C/W:
- (1) Heard Assistant County Administrator Newsom suggest decibel-based measurements be used in the County's Noise Ordinance, as it is the type of measurement used to mitigate noise for roadways and in airport studies;
 - (2) Heard Commissioner Valentino suggest that the committee be comprised of the County Attorney, the Assistant County Administrator, Lt. Frank Forte (*as a representative of the Sheriff's Office*), and a representative from District 4 to address concerns regarding Pensacola Beach;
 - (3) Heard Commissioner Robinson's request that the noise measurement methodology remain as is for Pensacola Beach;
 - (4) Upon inquiry from Commissioner May, was advised by Lt. Forte that the cost for one decibel device is approximately \$2,200, which does not include the cost of training and yearly calibrations;
 - (5) Heard the request from Commissioner Barry that, because implementing a decibel-based Ordinance may be cost-burdensome, staff provide two proposed Ordinances, one that provides for a decibel-based measurement methodology and one that provides for another type of method; and
 - (6) Was advised by Gerald E. "Jerry" Champagne, General Counsel for the Escambia County Sheriff, that to go solo with a decibel-based system would eliminate constitutionally approved standards/tools, which are not decibel-based, that officers utilize for testing; and

(Continued on Page 6)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Continued...

B. Board Direction – The C/W recommends that the Board approve granting the Assistant County Administrator and the County Attorney 60 days in which to meet with the Sheriff and prepare a draft Noise Ordinance, for the Board's consideration, and rescind any Committee, as needed *(at the November 15, 2012, Regular Board Meeting, the Board approved directing staff to create, through the County Administrator and the County Attorney, for their recommendation for a subsequent vote, an Advisory Committee to bring forward to the Board, at a future date, a firm proposal on which recommendation to proceed with, and a measuring strategy for the County to enforce, relative to updating the Noise Ordinance).*

Recommended 5-0

7. Adjourn

Chairman Valentino declared the C/W Workshop adjourned at 10:57 a.m.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3760

Growth Management Report 11. 1.

BCC Regular Meeting

Meeting Date: 02/07/2013

Issue: Review of Rezoning Cases Heard by the Planning Board on September 10, 2012 and January 7, 2013

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on September 10, 2012 and January 7, 2013

That the Board take the following action concerning the rezoning cases heard by the Planning Board on September 10, 2012 and January 7, 2013:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Cases Z-2012-25 and Z-2012-16 or remand the cases back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.: Z-2012-25
Address: 617 N 70th Ave & 7008 W Jackson St
Property Reference No.: 11-2S-31-5410-001-001; 11-2S-31-5410-000-000
Property Size: .52(+/-) acres
From: R-2, Single-Family District (cumulative), Low-Medium Density (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, Owner
Planning Board Recommendation: ***Recommend Approval for 7008 W. Jackson St only**
Speakers: Wiley C. "Buddy" Page

2. Case No.: Z-2012-16
Address: Hanks Road
Property Reference No.: 14-5N-32-2301-000-000
Property Size: 50.24 (+/-) acres

From: P, Public
To: VAG-1, Villages Agriculture Districts, Gross Density (five du/100 acres on one-acre parcels)
FLU Category: REC, Recreation
Commissioner District: 5
Requested by: Ronald Schneider, Agent for, Donna Schneider, Owner
Planning Board Approval
Recommendation:
Speakers: Ronald Schneider

* The Planning Board accepted the applicant's findings of fact as well as the request to withdraw the parcel on 70th Ave and rezone only the Jackson St parcel from R-2 to R-6.

BACKGROUND:

The rezoning case Z-2012-25 was owner initiated and heard at the January 7, 2013 Planning Board meeting. The rezoning case Z-2012-16 was heard at the September 10, 2012 Planning Board meeting. The rezoning case Z-2012-16 was pending BCC review until the large scale amendment, CPA-2012-02, was approved through the Department of Economic Opportunity (DEO). On September 28, 2012 DEO approved the large scale and the Board adopted the Amendment on January 3, 2013. Under the Land Development Code (LDC) 2.08.00.E.1., "the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use than recommended by the Planning Board; rather the matter shall be remanded with instructions. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony." To further the County's policy of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month's rezoning cases. This report item addresses only the review and upholding of the Planning Board's recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2012-25

Z-2012-16

Z-2012-25

PLANNING BOARD REZONING HEARING - JANUARY 7, 2013

IN AND FOR ESCAMBIA COUNTY, FLORIDA
 ESCAMBIA COUNTY PLANNING BOARD

Quasi-judicial proceedings held before the Escambia County Planning Board, on Monday, January 7, 2013, at the Escambia County Central Office Complex, 3363 West Park Place, First Floor, Pensacola, Florida, commencing at 8:30 a.m.

APPEARANCES

PLANNING BOARD:

WAYNE BRISKE, CHAIRMAN (NOT PRESENT)
 TIM TATE, VICE CHAIRMAN
 DOROTHY DAVIS
 STEVEN BARRY
 R. VAN GOODLOE
 KAREN SINDEL
 ALVIN WINGATE
 PATTY HIGHTOWER, SCHOOL BOARD MEMBER
 STEPHANIE ORAM, NAVY REPRESENTATIVE
 STEPHEN WEST, ASSISTANT COUNTY ATTORNEY

DEVELOPMENT SERVICES BUREAU:

HORACE JONES, DIVISION MANAGER, LONG RANGE PLANNING
 ALLYSON CAIN, URBAN PLANNER
 KAYLA MEADOR, CLERK TO BOARD
 GENERAL PUBLIC

REPORTED BY: LINDA V. CROWE, COURT REPORTER

P R O C E E D I N G S

1 MR. TATE: Let's go ahead and get started. I
 2 would like to call this first meeting of 2013 to
 3 order. I'd ask that y'all rise at this time for the
 4 Invocation and Pledge.
 5 Mr. Wingate.
 6 (Invocation and Pledge of Allegiance.)
 7 MR. TATE: Good morning and welcome. Welcome
 8 back to most of you. Ready for an exciting day?
 9 That's work related, not Planning Board related. I
 10 hope everybody has a good and exciting day.
 11 Do we have proof of publication of this
 12 meeting?
 13 MS. MEADOR: Yes, on December 21st.
 14 MR. TATE: Did the publication meet all legal
 15 requirements?
 16 MS. MEADOR: Yes.
 17 MR. TATE: The Chair will entertain a motion to
 18 the waive reading.
 19 MR. GOODLOE: So moved.
 20 MR. TATE: We have a motion. Do we have a
 21 second?
 22 MR. WOODWARD: Second.
 23 MR. TATE: All those in favor, please raise
 24 your right hand.
 25

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TAYLOR REPORTING SERVICES, INCORPORATED

1 (Board members vote.)
 2 MR. TATE: All those opposed?
 3 (None.)
 4 MR. TATE: The motion passes.
 5 (The motion passed unanimously.)
 6 MR. TATE: Will the court reporter please swear
 7 in any of the staff who will be presenting.
 8 (County Staff sworn.)
 9 MR. TATE: All these personnel have been
 10 previously qualified to offer testimony in the area
 11 of land use and planning. Does anyone have any
 12 questions regarding their qualifications and ability
 13 to offer expert testimony? Hearing none, we'll move
 14 on.
 15 At this hearing the Planning Board is acting
 16 under its authority to hear and make recommendations
 17 to the Board of County Commissioners on rezoning
 18 applications. These hearings are quasi-judicial in
 19 nature. Quasi-judicial hearings are like
 20 evidentiary hearings in a court of law, however,
 21 less formal. All testimony will be given under oath
 22 and anyone testifying before the Planning Board may
 23 be subject to cross-examination. All documents and
 24 exhibits that the Planning Board considers will be
 25 entered into evidence and made part of the record.

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1 Opinion testimony will be limited to experts and
 2 closing arguments will be limited to the evidence in
 3 the record. Before making a decision, the Planning
 4 Board will consider the relevant testimony, the
 5 exhibits entered into evidence and the applicable
 6 law.
 7 Each individual who wishes to address the
 8 Planning Board must complete a speaker request form
 9 and submit it to the Planning Board clerk. These
 08:41 10 forms are on the table in the back of the room. You
 11 will not be allowed to speak until we have received
 12 the form. Please note that only those individuals
 13 who are present and give testimony on the record at
 14 this hearing before the Planning Board will be
 15 allowed to speak at subsequent hearings before the
 16 Board of County Commission. No new evidence can be
 17 presented at the BCC meeting, therefore, all
 18 testimony and evidence must be presented today.
 19 The Planning Board will provide a
 08:41 20 recommendation for each rezoning request to the
 21 Board which will review testimony, documents and
 22 exhibits, consider the closing arguments and make a
 23 final decision. All decisions by the BCC are final.
 24 Anyone who wishes to seek judicial review of a
 25 decision of the Board of County Commission must do
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1 so in a court of competent jurisdiction within 30
 2 days of the date the BCC approves or rejects the
 3 recommended order of the Planning Board.
 4 All written or oral communications outside of
 5 this hearing with members of the Planning Board
 6 regarding matters under consideration today are
 7 considered ex parte communications. Ex parte
 8 communications are presumed prejudicial under
 9 Florida law and must be disclosed as provided in BCC
 08:42 10 Resolution Number 96-13. As each case is heard the
 11 Chair will ask that any Board member who has been
 12 involved in any ex parte communication please
 13 identify themselves and describe the communication.
 14 As required by Section 2.08.02.D of the
 15 Escambia County Land Development Code, the Planning
 16 Board's recommendation to the BCC shall include
 17 consideration of the following six criteria:
 18 Consistency with the Comprehensive Plan.
 19 Whether the proposed amendment is consistent with
 08:42 20 the Comp Plan.
 21 Consistency with the code. Whether the
 22 proposed amendment is in conflict with any portion
 23 of the Land Development Code and is consistent with
 24 the stated purpose and intent of the Land
 25 Development Code.
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1 Compatibility with surrounding uses. Whether
 2 and the extent to which the proposed amendment is
 3 compatible with existing and proposed uses in the
 4 area of the subject property.
 5 Changed conditions. Whether and the extent to
 6 which there are any changed conditions that impact
 7 the amendment or property.
 8 Effect on the natural environment. Whether and
 9 the extent to which the proposed amendment would
 08:43 10 result in significant adverse impacts on the natural
 11 environment.
 12 Development patterns. Whether and the extent
 13 to which the proposed amendment would result in a
 14 logical and orderly development pattern.
 15 At the beginning of each case, as long as there
 16 are no objections from the Applicant, we will allow
 17 staff to briefly present the location and zoning
 18 maps and photos of the property. Next we will hear
 19 from the Applicant and any witnesses that he or she
 08:43 20 may wish to call. Then we will hear from the staff
 21 and any witnesses they wish to call. Finally, we'll
 22 hear from the members of the public who have filed a
 23 speaker request form.
 24 The rezoning hearing package for January 7th,
 25 2013 with staff's Findings-of-Fact has previously
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1 been provided to the Board members. The Chair will
 2 entertain a motion to accept the rezoning hearing
 3 package with staff's Findings-of-Fact and the legal
 4 advertisement into evidence. Do we have a motion?
 5 MR. GOODLOE: So moved.
 6 MR. TATE: Second?
 7 MS. SINDEL: Second.
 8 MR. TATE: All those in favor, aye.
 9 (Board members vote.)
 08:44 10 MR. TATE: All those opposed?
 11 (None.)
 12 MR. TATE: Thank you. The motion carries.
 13 (The motion passed unanimously.)
 14 MR. TATE: Rezoning hearing package with
 15 staff's Findings-of-Fact and the legal advertisement
 16 will be marked and included in the record as
 17 Composite Exhibit A for all of today's cases.
 18 (Composite Exhibit A, Rezoning Hearing Package
 19 and Legal Advertisement, admitted.)
 08:44 20 MR. TATE: There is just one case to be heard
 21 today. This case for consideration is Case Number
 22 Z-2012-25, which requests the rezoning of 617 North
 23 70th Avenue and 7008 West Jackson Street from R-2,
 24 Single-Family District, to R-6, Neighborhood
 25 Commercial, as requested by Mr. Buddy Page, agent
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1 for Freddy Powell.
 2 Members of the Board, has there been any ex
 3 parte communications between you and the Applicant's
 4 agents, attorneys or witnesses, with fellow Planning
 5 Board members or anyone from the general public
 6 prior to this hearing? Have you visited the subject
 7 property? Please also disclose if you are a
 8 relative or business associate of the Applicant or
 9 the Applicant's agent.
 08:45 10 We'll go ahead and start down here and work our
 11 way down.
 12 MS. HIGHTOWER: No, to all the above.
 13 MR. GOODLOE: No ex parte, but I have visited
 14 the site.
 15 MR. WOODWARD: No ex parte, but I know where
 16 the site is and I've driven by it several times, not
 17 necessarily to see it, just because it's on the
 18 corner there.
 19 MR. TATE: No ex parte communication, although
 08:45 20 I am familiar with the subject site location-wise.
 21 MS. DAVIS: No to all the above.
 22 MR. WINGATE: I have driven by the site several
 23 times, and I am familiar with the site.
 24 MS. SINDEL: No to all the above.
 25 MR. TATE: Thank you.
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1 Mr. Page, would you please come forward? Happy
 2 New Year.
 3 MR. PAGE: The same to you.
 4 MR. TATE: Welcome back. I believe it's
 5 necessary to swear you in.
 6 (Wiley C. "Buddy" Page, sworn.)
 7 MR. TATE: Please state your full name for the
 8 record.
 9 MR. PAGE: Wiley Page, 5337 Hamilton Lane,
 08:46 10 Pace, Florida, 32571.
 11 MR. TATE: Have you received a copy of the
 12 rezoning hearing package with staff's
 13 Findings-of-Fact?
 14 MR. PAGE: Yes, I have.
 15 MR. TATE: Do you understand that you have the
 16 burden of providing substantial competent evidence
 17 that the proposed rezoning is consistent with the
 18 Comp Plan, furthers the goals, objectives and
 19 policies of the Comp Plan and is not in conflict
 08:46 20 with any portion of the County's Land Development
 21 Code?
 22 MR. PAGE: Yes, sir.
 23 MR. TATE: Go ahead if you would like with your
 24 opening statement.
 25 MR. PAGE: Thank you, Mr. Chairman and Board.
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1 I have volunteered to assist Mr. Powell in this
 2 endeavor this morning. Mr. Chairman, as we compare
 3 and contrast the items that you have just previously
 4 outlined, you've indicated the location of the site.
 5 In terms of the actual criteria itself,
 6 Criterion (1), consistency with the Comprehensive
 7 Plan, we concur with the staff findings that it is
 8 consistent because of the allowances of an intense
 9 mixture of retail sales, professional offices, light
 08:47 10 industrial uses and what have you in the Future Land
 11 Use Map category.
 12 With regard to Criterion (2), consistency with
 13 the Land Development Code, I have a brief PowerPoint
 14 presentation, very brief, to show you, but I would
 15 also point out that in the intent for neighborhood
 16 commercial and residential district as it is stated
 17 in the Land Development Code, the last sentence says
 18 this district shall be established in areas where
 19 the intermixing of such uses have been customary and
 08:48 20 the future uses are uncertain and some redevelopment
 21 is possible. Where the intermixing of uses, I
 22 stress that point.
 23 It goes further in 6.05.13 to refer to
 24 locational criteria, Mr. Chairman. It also states
 25 under item C under 7.20.04.C that they may be
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1 located along an arterial or collector roadway
 2 without meeting the above if one of the following
 3 conditions exists. I would ask you to see number
 4 two which says the property is located in areas
 5 where existing commercial or other intensive
 6 development is established and the proposed
 7 development would constitute infill. The intensity
 8 of the use -- and I emphasize the word use not the
 9 intensity of the zoning, but the intensity of the
 08:49 10 use must be comparable to the intensity of the
 11 zoning and development on the surrounding parcels
 12 and must promote compact development, not promote
 13 ribbon or strip commercial development.
 14 Mr. Chairman, the findings that the County has
 15 says the proposed amendment is not consistent due to
 16 the fact that all surrounding parcels are R-2 and
 17 the proposed amendment would constitute spot zoning.
 18 A couple of thoughts there. I will be able to
 19 show that not all of these surrounding parcels, as
 08:49 20 is indicated, are consistently an R-2 type of use.
 21 They are, in fact, commercial and in some cases
 22 there are C-2 type of activities going on.
 23 It also says that it will constitute spot
 24 zoning. The County's definition of spot zoning and
 25 the Florida Statutes definition are basically as
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1 follows: Spot zoning. A rezoning of a lot or a
 2 parcel of land that will create an isolated zoning
 3 district. Isolated meaning that the two items of
 4 comparison have nothing in relation to one another.
 5 Isolated. I would submit to you that R-2, which
 6 allows residential, and R-6, which allows
 7 residential, are not isolated categories.
 8 Therefore, we feel that it is certainly not, based
 9 upon this definition, spot zoning. They don't talk
 08:51 10 about the size of the parcel. It strictly says
 11 isolated zoning categories that may be incompatible
 12 with the adjacent. It's difficult to be
 13 incompatible when the two categories both allow the
 14 basic allowances of Residential, which is what the R
 15 stands for in both of those instances. So,
 16 Mr. Chairman, we don't feel that we are doing any
 17 spot zoning under those definitions at all.
 18 And if I could ask for the PowerPoint, we could
 19 briefly show you what we would like to explain out
 08:51 20 in the field.
 21 MR. TATE: Would you like this brought into
 22 evidence?
 23 MR. PAGE: Pardon me?
 24 MR. TATE: Would you like the PowerPoint
 25 brought into evidence?
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1 MR. PAGE: Mr. Chairman, I would. I also have
 2 a couple of current photographs I would like to
 3 submit, too, that we could not for some reason work
 4 into the program.
 5 MR. TATE: Separately or with the PowerPoint?
 6 MR. PAGE: All of it together, Mr. Chairman.
 7 MR. TATE: That's fine. Do we have a motion?
 8 MR. WOODWARD: Move the composite exhibit into
 9 evidence.
 08:52 10 MS. SINDEL: Second.
 11 MR. TATE: All those in favor, say aye.
 12 (Board members vote.)
 13 MR. TATE: Opposed?
 14 (None.)
 15 (Applicant's Composite Exhibit A, PowerPoint
 16 presentation and photographs, admitted.)
 17 MR. PAGE: The address shows 7008 West Jackson
 18 Street, the first -- I want to say something about
 19 this before I submit it. Mr. Chairman, you will see
 08:52 20 that this is a picture of a sign offering auto
 21 repair at low rates located at 7020, which is
 22 135 feet west of the site we have here today. There
 23 is one lot between Mr. Powell's place of business
 24 and this place of business. To indicate that the
 25 area is all residential simply is not borne out by
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1 fact, by witness especially of this photograph.
 2 MR. GOODLOE: Mr. Page?
 3 MR. PAGE: Yes, sir.
 4 MR. GOODLOE: Can I ask you a question?
 5 MR. PAGE: Sure.
 6 MR. GOODLOE: 7020, how is that zoned
 7 currently?
 8 MR. PAGE: It's zoned R-2, the same as the site
 9 we have now.
 08:53 10 Mr. Chairman, I also have a photograph here I
 11 would like to submit, one for the staff and one for
 12 the Board, that we could not as I say for some
 13 reason it would not take this. If we could first --
 14 could we go to the next slide, please? Here's the
 15 slide here.
 16 You would see, if we were looking at a clock,
 17 somewhere around three o'clock down in the lower
 18 right-hand corner -- it's a fuzzy picture -- but
 19 that's the sign that you just saw in the previous
 08:53 20 picture and you will see the shadow of a telephone
 21 pole pointing back to a fence, a board fence. I
 22 reference those two things so that this might be
 23 better understood, Mr. Chairman.
 24 What I'm presenting here is a photograph of
 25 this particular site, 7020, that has three different
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1 vehicles parked out front for sale. It also has a
 2 trailer that has some body parts in it, fenders, it
 3 looks like a fender and some other miscellaneous car
 4 skin type activity which indicates to me they're
 5 doing some type of body work or selling body parts
 6 or whatever.
 7 MR. TATE: Auto body parts.
 8 MR. PAGE: Auto body parts. Thank you.
 9 Mr. Chairman, if I could, I would like to submit
 08:54 10 this.
 11 MS. SINDEL: That's one way to make sure we're
 12 awake.
 13 MR. TATE: Let's bring it back together,
 14 people. Can you please mark this as Composite
 15 Exhibit B, Applicant's Composite B. Go ahead,
 16 Mr. Page.
 17 (Applicant's Composite Exhibit B, Photographs,
 18 identified and admitted.)
 19 MR. PAGE: Mr. Chairman, under item two, the
 08:55 20 comments that I have there, especially dealing with
 21 the locational criteria, we feel like that due to
 22 the fact that there are other commercial type
 23 activities going on we certainly would qualify under
 24 that criteria as far as location.
 25 If we could go to the next slide, please.
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1 MR. TATE: Can I ask you a question?
 2 MR. PAGE: Yes, sir.
 3 MR. TATE: Before we get too deep into
 4 anything, just dealing with this specifically, is
 5 there a name or a business associated with this
 6 picture that you just provided?
 7 MR. PAGE: None that we could find. They have
 8 no business license.
 9 MR. TATE: Yes, sir.
 08:55 10 MR. WOODWARD: Is this looking north, Mr. Page?
 11 MR. PAGE: Yes, sir, it is.
 12 MR. TATE: Mr. Jones.
 13 MR. JONES: We would like to make this for the
 14 record. That is why staff, we have had an
 15 opportunity to review these photographs now and
 16 there's a possibility that these things could be
 17 nonconforming because auto service is definitely not
 18 allowed in R-2 zoning. We do not know if this is a
 19 legal use or if it's a legal nonconforming use. So
 08:56 20 those things have to be stated for the record. But
 21 we haven't had an opportunity to view those. So his
 22 argument on the fact that those uses are existing,
 23 may not be very very difficult for staff to really
 24 say that they are or they are not under the Land
 25 Development Code requirements.
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1 MR. TATE: Mr. Page, would you please finish
 2 and if you have any comments in regard to that
 3 specifically, you can go back to it.
 4 MR. PAGE: Mr. Chairman, before we move on, I
 5 would just say that these are items we found out in
 6 the field as we drove by and we have another one to
 7 show you, as well.
 8 If we could move to the -- this photograph is
 9 at -- I think it was at 69th and Jackson. This is a
 08:56 10 well-established, well over ten year repair
 11 operation. You can see the orange sign in the upper
 12 left-hand corner. The garage is straight through to
 13 the back. This is on the opposite corner and across
 14 the street from Mr. Powell's operation.
 15 The sign is very permanent. It's mounted, as
 16 you can see, on some fairly heavy duty timbers,
 17 quite obvious, difficult to drive down the street
 18 and not see that this is a -- at least this is a C-2
 19 type operation that has been ongoing probably
 08:57 20 300 feet or so from Mr. Powell's.
 21 Could we see the next one, please?
 22 This is just a picture from a different angle.
 23 The sign itself is still orange hanging there on the
 24 heavy duty post. The pavement that you see there is
 25 Jackson Street. Again, it is difficult to
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1 understand that you couldn't pick this up if you
 2 drove down the street to take pictures. Although,
 3 as stated in the County's findings, the area seems
 4 to be all residential. Well, that simply is not
 5 borne out as you would drive around. So we feel,
 6 Mr. Chairman, that we are consistent with item
 7 number two based on the presentation that you've
 8 seen.
 9 Mr. Chairman, under Criterion (3),
 08:58 10 compatibility with surrounding areas, I would ask if
 11 we could go to the -- not a slide within the
 12 PowerPoint, but I think it's a separate Jpeg by
 13 itself indicating, I think, overview. This is it.
 14 Mr. Chairman Criterion (3) --
 15 MR. TATE: Could you enlarge that, please?
 16 MR. PAGE: If you could pull -- there we are --
 17 so we could see that. I think that's just right.
 18 Mr. Chairman, compatibility with surrounding
 19 areas. The finding of the County is that the
 08:59 20 proposed amendment is not compatible with the
 21 surrounding and existing uses. And I would jump
 22 back to Criterion (2). These existing uses also
 23 should include -- to be a comprehensive picture they
 24 should have included those two garage operations
 25 that we just saw. Those are absent from the
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1 County's findings.
 2 Within a 500-foot radius staff observed
 3 properties with zoning in the R-2 district as well
 4 as being classified as residential use, no reference
 5 made to two garage type operations.
 6 Mr. Chairman, I would point out to you that if
 7 we take a look at the top of this map that we see,
 8 that is Fairfield Drive. If you start in the upper
 9 right-hand corner and you go all the way out to
 08:59 10 probably a mile or so out to where it basically says
 11 SDD, out in this general area, you will see that R-6
 12 is the predominate zoning classification all along
 13 Fairfield Drive.
 14 You would also notice that as that property is
 15 zoned R-6, it backs up to, as you can see, R-2, R-5,
 16 R-6, R-3, and R-4. So the notion in the statement
 17 in here that R-6 is somehow absolutely incompatible
 18 with R-2 zoning just does not hold up in this
 19 example here.
 09:00 20 I would also point out to you on Lillian
 21 Highway, if you start in the upper right-hand corner
 22 of Lillian Highway and take it all the way out to
 23 Fairfield Drive, you will see that there's probably
 24 a mile or two miles of R-6, which again backs up to
 25 R-2, R-4 and some R-3. So this R-6 category is
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1 compatible with all of those types of things.
 2 MR. WOODWARD: Mr. Page, if you go off the
 3 right-hand side of your map all the way to New
 4 Warrington Road and go all the way over here to
 5 Fairfield, isn't it just one nonresidential use
 6 after another, just every which -- you've got people
 7 operating garages, you've got do-it-yourself car
 8 washes, you've got people doing alterations, you've
 9 got churches and everything else. It's a
 10 conglomerate of uses of land even though the map
 11 reveals a rather consistent use.

09:01

12 MR. PAGE: Mr. Chairman, I would concur with
 13 that. What we were trying to show over in this
 14 particular area where R-6 certainly must be
 15 compatible with all of these other zoning categories
 16 even though the County's findings say that it's --
 17 you can't have R-6 next door to R-2 because it's
 18 just incompatible, the uses are just incompatible.
 19 We have miles and miles of an example that shows
 20 that they are.

09:02

21 I would also add at this point, Mr. Chairman,
 22 the County's definition of compatibility. If this
 23 is so incompatible then -- this is the definition
 24 the County has for compatibility. Compatibility
 25 means a condition in which land uses or conditions
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1 can coexist in relative proximity to each other in a
 2 stable fashion over time such that no use or
 3 condition is unduly negatively impacted or
 4 indirectly by another use or condition.

5 Mr. Chairman, they talk about uses here. The
 6 use on our property has been a print shop for ten
 7 years. I think the bone of contention has not
 8 necessarily been the operation of the print shop as
 9 much as it has been the appearance of the outside of
 10 the print shop with the cars and the trailers and
 11 what have you. I spoke this morning about 7:30 with
 12 one of the code enforcement supervisors, Mr. Steve
 13 Littlejohn, and he indicated -- I asked him can I
 14 report this to the Planning Board? He said, yes,
 15 you can. I may be there. As a matter of fact he is
 16 here.

09:02

17 He indicated that he had complied with all of
 18 the complaints that had been set out against him
 19 save that 18-wheel trailer and that that trailer is
 20 being -- is in the process of being purchased by the
 21 East Baptist Church -- Brent Baptist Church, so we
 22 hope soon that will be gone as well so that the
 23 appearance then is more consistent with a
 24 neighborhood type activity and not a storage area
 25 out in the front parking lot.

09:03

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1 So, Mr. Chairman, we feel like we're compatible
 2 with the surrounding areas, especially when we see
 3 how compatible it is for miles and miles out on the
 4 southwest side.

5 Under changed conditions, we concur. We did
 6 not observe any changed conditions out in the area.
 7 To our knowledge there will be no effect on the
 8 natural environment.

9 And finally, the County's position concludes
 10 that the proposed amendment would not result in a
 11 logical and orderly development pattern. We have a
 12 development pattern here, an example of miles and
 13 miles where it is consistent and it does seem to be
 14 compatible.

09:04

15 And I would, Mr. Chairman, following all this,
 16 say at some point the County must have recognize
 17 that there are going to be cases where R-6 is next
 18 door to other types of thing and it will require a
 19 buffer. If that type of thing were not going to be
 20 allowed and the position was that they're going to
 21 oppose that, then the Land Development Code should
 22 not have contemplated requiring a buffer to go
 23 between those two, they simply just would not have
 24 allowed it. But it is allowed.

09:04

25 Under 7.01.06 buffering between zoning
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1 districts and uses, Mr. Chairman, under item two, it
 2 says the following special relationships between
 3 zoning districts require a buffer, and it lists R-6
 4 when it's next door to R-2, R-3, R-4 and R-5. If
 5 the County was going to say that it was not logical,
 6 you shouldn't do that type of thing, should not be
 7 allowed, they turn right around and say you have to
 8 put a buffer between the two. So it allows it in
 9 one instance. It seems to disallow it in the
 10 opinion of the County.

09:05

11 So, Mr. Chairman, we think that we are
 12 compatible. We think that we are consistent. We
 13 think that we have met all of the six items to the
 14 spirit to the best we can. And we certainly would
 15 appreciate consideration from the Board. I'll
 16 attempt to answer any questions.

17 MR. TATE: Why don't we have the staff
 18 presentation at this time? Thank you, Mr. Page.

19 MR. PAGE: Thank you.

20 (Presentation by Allyson Cain, previously
 21 sworn.)

09:06

22 MS. CAIN: Allyson Cain, Development Services,
 23 Z-2012-25. This is the rezoning for 7008 West
 24 Jackson Street and 617 North 70th from R-2,
 25 Single-Family, to R-6, Neighborhood Commercial and
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1 Residential District.
 2 This is showing the locational map of the
 3 parcels, and this is the 500-foot zoning map showing
 4 all R-2 within the 500-foot radius. This the Future
 5 Land Use Map showing the Mixed Use Urban. This is
 6 the existing land use showing the parcel in red and
 7 the residential uses. This is the aerial
 8 photograph. This is our public notice sign.
 9 MR. TATE: Can you go back to that sign for
 09:07 10 just a moment? Did you notice that the date is --
 11 oh, I'm sorry. That's the next one. Never mind.
 12 It's the board meeting.
 13 MS. CAIN: This is the parcel at the corner of
 14 Jackson and 70th. This is looking at the subject
 15 parcel. This is looking east along West Jackson
 16 Street. This is looking west along West Jackson.
 17 This is looking northeast from Jackson Street. This
 18 is looking southeast from the subject parcel. This
 19 is looking south down 71st Street from the actual
 09:08 20 parcel. This is looking west from 70th Avenue at
 21 the subject parcel. This is looking at the corner,
 22 looking northwest from 70th and the subject parcel.
 23 Looking northeast along North 70th from the subject
 24 parcel. This is our 500-foot radius map showing
 25 both locations on Jackson and 70th. This is our
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1 500-foot mailing list.
 2 For Criterion (1), consistency with the
 3 Comprehensive Plan, we did say that it was
 4 consistent with the Future Land Use Mixed Use Urban
 5 because the intent and purpose it was allowed for a
 6 mixed use of residential and nonresidential uses,
 7 such as retail sales, professional offices and light
 8 industrial.
 9 Criterion (2), consistent with the Land
 09:09 10 Development Code. The proposed amendment we say is
 11 not consistent with the Land Development Code
 12 because we did consider it as spot zoning. And the
 13 parcel along Jackson Street is a collector road, and
 14 70th Avenue is a local road. Therefore, the
 15 proposed zoning does not meet the locational
 16 criteria for R-6 as stated in 7.20.04. The property
 17 is located in an area with all residential uses.
 18 And no outside storage is allowed in this
 19 residential zoning district.
 09:09 20 Compatible with all surrounding uses. The
 21 proposed amendment is not compatible with the
 22 surrounding and existing uses in the area. Within
 23 the 500-foot radius we did observe property with the
 24 R-2 zoning and they were classified as residential
 25 uses. Some of the uses that were mentioned earlier
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1 may have been outside of the 500-foot radius may
 2 have been commercial, either in uses or zoning
 3 category, but the ones in our 500 were residential
 4 zoning.
 5 Criterion (4), changed conditions. There were
 6 no changed conditions that would impact the
 7 amendment or the property.
 8 Criterion (5), effect on the natural
 9 environment. There were no wetlands that were
 09:10 10 indicated for the subject property.
 11 Criterion (6), development patterns. The
 12 proposed amendment would not result in a logical and
 13 orderly development pattern. The uses of the parcel
 14 adjoining to and the surrounding parcels are
 15 residential and the entire area is zoned R-2,
 16 Residential. The majority are residential and the
 17 entire area is zoned R-2, Residential.
 18 That concludes the staff's finding.
 19 MR. TATE: Mr. Jones or anybody else, do you
 09:10 20 have any further comments in regards to Mr. Page's
 21 presentation?
 22 MR. JONES: Again, I just want to reiterate
 23 something that Ms. Cain stated, that we have to stay
 24 within the 500-foot radius, and those uses that
 25 Mr. Page again mentioned, he only mentioned two of
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1 them, but if you look at the existing land use map,
 2 it indicates that within the 500-foot radius it's
 3 surrounded by residential homes.
 4 And the locational criteria is paramount to
 5 that effect. R-2 is exclusive single-family zoning.
 6 R-6 allows for residential, as well as commercial.
 7 That's the difference, the commercial component.
 8 R-2 is exclusive. You mentioned that, well,
 9 residential is allowed in R-6. It is. It is. Yet
 09:11 10 it's the understanding that for R-2 use it's
 11 generally R-1, exclusive single-family dwelling.
 12 And also Article 9 of the Land Development Code
 13 it has a remedy to eliminate nonconforming uses. If
 14 a use goes out for one year, it cannot come back in,
 15 and we all know within Escambia County we have
 16 nonconforming uses all over the place. So the
 17 argument that, well, it is compatible because it's
 18 been there, that still doesn't mean that it's legal
 19 or they went through the proper channels for that to
 09:12 20 be allowed there. We see that all the time. Code
 21 Enforcement, if they really did just a clean sweep
 22 in Escambia County, they would be the most busiest
 23 department in Escambia County. I know
 24 Mr. Littlejohn can concur with that.
 25 So we just want to reiterate that if we stay
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1 within the 500-foot radius, those nonconforming
 2 uses, there's a remedy to remove those if they ever
 3 go out and we do not know if they even went through
 4 the proper channels to even get permits. If it's a
 5 legal nonconforming use, that means you have to have
 6 some type of permit, some type of due process in
 7 order for you to be classified as a legal
 8 nonconforming use.

9 MR. TATE: Thank you.

09:12 10 Mr. Page, do you have any comments to staff in
 11 this regard?

12 MR. PAGE: Mr. Chairman, I do. This 500 feet
 13 seems to always come up, but I would direct our
 14 attention back to 7.20.04. It says the property is
 15 located in areas of commercial activity. It doesn't
 16 say within 500 feet. The word areas is clearly
 17 under item two. The property is located in areas
 18 where there's existing commercial or other intensive
 19 development. It doesn't say go to 500 feet and
 09:13 20 stop. The two parcel that I have shown you this
 21 morning are within that 500 feet. The one that has
 22 the body shop or whatever we're going to call it,
 23 the automotive body shop, is 135 feet away. So the
 24 notion that 500 feet is all we can look at, it says
 25 here in areas. It doesn't say within 500 feet.

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1 Also, I have one other point. The photograph
 2 that the County has that shows the front of the
 3 property has Mr. Powell's delivery truck backed up
 4 under an awning. That awning is now gone. The
 5 purpose of that awning was to allow him to load and
 6 unload his paper products without getting them wet.
 7 Mr. Powell, it takes him a little bit of time these
 8 days to unload these things, so he needed to have
 9 that ability to unload it in the rain. He's taken
 09:14 10 all that down. It wasn't reported very well in that
 11 photograph, but I wanted to indicate to you that
 12 that's gone now.

13 MR. TATE: Thank you.

14 Staff, any other comments?

15 MR. JONES: I do want to say something. If the
 16 Planning Board does decide to approve this rezoning,
 17 for the record we do want to make it that if it
 18 allows R-6 that Mr. Powell would have to come in to
 19 apply for a full site plan due process, because it
 09:14 20 is my understanding, if I'm wrong, please correct
 21 me, that he went out of business, that this was just
 22 a home-based type of, not with customers and not
 23 with signage, any of those things. That is not
 24 allowed with a home-base business, no signage, no
 25 customers no anything like that. If he wants to

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1 open up a full fledged print shop where customers
 2 come in for printing, a site plan due process will
 3 be necessary if the Planning Board approves the
 4 rezoning and recommends it to the BCC. I just want
 5 to get that for the record up front.

6 MR. TATE: Thank you. Do you have anything
 7 else, Staff?

8 MR. PAGE: Mr. Chairman, I need to comment on
 9 that, if possible.

09:15 10 MR. TATE: That's fine, Mr. Page.

11 MR. PAGE: Mr. Chairman, I was not part of the
 12 conversation that Mr. Powell had with the staff
 13 sometime back. My understanding is that they were
 14 searching for something to assist Mr. Powell in
 15 keeping his business going and the question came up
 16 well, maybe you could be classified as a home
 17 business because that type of thing is allowed under
 18 certain circumstances. Mr. Powell has always had a
 19 print shop. If any of you have gone in, I'm sure
 09:16 20 Mr. Littlejohn has, he has enough print equipment in
 21 there.

22 And his main clients, it doesn't really matter
 23 at this point, but his main clients are Sunday
 24 school classes where he prints up the cartoons and
 25 the things for Sunday school class. That's been an

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1 ongoing thing, not a home-based operation. He has a
 2 sign that's been hanging out there that says Powell
 3 Printing. The notion of a home base only came up to
 4 try to figure out a way to keep him open if he
 5 couldn't get C-2.

6 So my understanding is for ten years that has
 7 not necessarily been a home-based operation,
 8 although Mr. Powell does live in the back of the
 9 structure itself.

09:16 10 MR. TATE: Anything else, Mr. Page?

11 MR. PAGE: No, sir.

12 MR. TATE: Anything else, Staff?

13 MR. JONES: No.

14 MR. TATE: Thank you. That does conclude this
 15 portion of our meeting. Just a moment, please. If
 16 we could hold off with our comments for just a
 17 couple moments.

18 We're going to move into the public comment
 19 section. For those members of the public who wish
 09:17 20 to speak on this matter, please note the Planning
 21 Board bases its decisions on the criteria and
 22 exceptions described in Section 2.08.02.D of the
 23 Escambia County Land Development Code.

24 During its deliberations, the Planning Board
 25 will not consider general statements of support or

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1 opposition. Accordingly, please limit your
2 testimony to the criteria and exceptions described
3 in 2.08.02D.

4 Please note also that only those individuals
5 who are present and give testimony on the record at
6 this hearing before the Board will be allowed to
7 speak at the subsequent hearings before the Board of
8 County Commission.

9 Is there anyone who wishes to speak on this
09:17 10 matter? We do have one person signed up. Is that
11 Ms. Nancy Clark? Would you like to speak on this
12 matter?

13 MS. CLARK: Yes, sir.

14 MR. TATE: Please come. Please state your full
15 name and address for the record and be sworn in, as
16 well.

17 MS. CLARK: Nancy Clark, 7119 West Jackson
18 Street, Pensacola, Florida, 06.

19 (Testimony by Nancy Clark, previously sworn.)

09:18 20 MS. CLARK: I object to the rezoning. I live
21 directly across the street from this printing place,
22 which is a true eyesore. On 70th there's a fence
23 that's covered with some kind of black material, but
24 even in my car looking over that fence I can see
25 stuff stacked up. And there are rats coming from
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1 that area.

2 MR. TATE: That's the place across the street?

3 MS. CLARK: From me, but behind the print shop,
4 I guess, where he lives. I don't know if he's
5 considering that two parcels or one parcel. I'm
6 wondering about Homestead exemption, whether he's
7 doing it twice or what.

8 I think it would have an adverse impact on the
9 neighborhood. There are lots of elderly people in
09:19 10 the neighborhood like me and we keep our places
11 clean. That one certainly is an abomination, in my
12 opinion. It's just nasty looking.

13 I would dispute that there's an auto repair at
14 69th and Jackson. I know who owns that parcel, but
15 I've never seen him repairing automobiles there.
16 He's got a great big Texaco sign, which I think is
17 supposed to be decorative to his mind, but I don't
18 think he does any auto repair there.

19 And the little sign that they talk about at
09:19 20 7020, it doesn't look like there's a business
21 associated with it. But to me it's kind of like a
22 broken theory. One place gets run down really
23 badly, then other people lose their motivation to
24 keep their places clean and properly cared for, but
25 I would submit that it's by in and large a

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1 neighborhood of homeowners.

2 Who's going to benefit from the rezoning? Only
3 Mr. Phillips, nobody else in that area is going to
4 get any benefit from it.

5 I don't know what else to say because I'm
6 nervous anyway, but I'm opposed it to. That's what
7 I want you to know.

8 MR. TATE: Thank you for your time.

9 MS. CLARK: You're certainly welcome.

09:20 10 MR. TATE: Is there anybody else from the
11 public that wishes to speak on this matter?

12 Mr. Page, do you have any comments for -- let's
13 go ahead and have closing comments. Go ahead.
14 Mr. Page, if you would, please come forward and make
15 your comments, and then we're going to open it up to
16 the Board for comments and questions.

17 MR. PAGE: Mr. Chairman, just briefly. I
18 noticed that Ms. Clark complained about it being an
19 eyesore, rats, adverse impact and nasty looking.

09:20 20 Most of that is a code enforcement type activity
21 that Mr. Powell has come to realize of late that
22 certainly affects his potential livelihood of being
23 able to keep his business open. That has been
24 brought into very sharp focus by Mr. Littlejohn. I
25 didn't hear a comment from Ms. Clark on his efforts
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1 within the past 90 days to clean the operation up,
2 but I think it looks considerably better than it did
3 in past times.

4 MR. TATE: Board members, do you have any
5 questions for the Applicant, Staff or members of the
6 public?

7 MR. WOODWARD: I do.

8 MR. TATE: Go ahead.

09:21 9 MR. WOODWARD: Mr. Jones, how do you as a
10 practical matter know that a business pursuit has
11 been abandoned for a requisite period of time so
12 that it can't be grandfathered into an area?

13 MR. JONES: Now, generally, in this particular
14 case when we spoke to Mr. Powell, he told us
15 directly that the business has been operational for
16 more than a year. He told us directly. Again,
17 Mr. Page may not have received this information, but
18 he told several of the staff members that this was
19 strictly home based and he was doing it for -- he

09:22 20 did mention Sunday school, that he wanted to get to
21 C-2 because he wanted to have signage so he could
22 open up and have customers coming in. We told him
23 directly, Mr. Powell, if you're home based, yes, you
24 can do this. No customers. But when you start
25 bringing the public, you've got to have the right

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1 zoning, you've got to meet the locational criteria
 2 and all those things.
 3 So to answer your question directly, we review
 4 the County records as much as we possibly can. We
 5 look at Chris Jones, the property appraiser's roll.
 6 We ask them to provide us some type of evidence
 7 through photographs and through pictures and
 8 Mr. Powell could not provide us the evidence that
 9 this was a legitimate full-fledged operation. So
 10 based upon his burden of proof, we came to that
 11 conclusion, based upon his remarks and his burden of
 12 proof. So that's how we try to use what we had, the
 13 resources, tax receipts, to see if it's still in
 14 operation and what amount of things like that. It's
 15 very very broad, but we try to pinpoint it as much
 16 as we possibly can.

09:23

17 MR. WOODWARD: I was just curious how you
 18 learned that.

09:23

19 MR. TATE: Any other questions or comments from
 20 any other members of the Board?

21 MR. GOODLOE: Yes. I would ask, Horace, were
 22 you able to determine the number of conditional uses
 23 within that 500-foot radius?

24 MR. JONES: We didn't see any. And I do want
 25 to say something. On one of Mr. Page's photographs
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1 he presented a sign. Those little snipe signs,
 2 they're all over the place and we're going to try to
 3 get rid of those little snipe signs. That could be
 4 for that particular business or anywhere. But those
 5 auto repair signs, like that, they're all over the
 6 place. They are illegal to have those little snipe
 7 signs within Escambia County.

09:24

8 MR. TATE: Any other comments or questions from
 9 the Board?

10 MR. WINGATE: Mr. Chairman, my concern is as I
 11 review the site from a drive-by was the concerns
 12 that the neighbor had with -- if I was a neighbor
 13 across the street or she's a neighbor across the
 14 street, what she's looking out her front door and
 15 seeing that eyesore of that, you know, normally it
 16 would be a board fence or something that would be
 17 attractive to the area, and that old truck and stuff
 18 like that downgrades the area. I'm paying high
 19 taxes and why should I have to put up with that.

09:25

20 So if it's an ongoing business it looks like to
 21 me there's three categories, grandfathered, there's
 22 ongoing, or there's others, which the character of
 23 the neighborhood -- and a lot of people now in rural
 24 areas they're being very concerned about character
 25 and looks of the neighborhood because everyone wants
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1 their yard to look pretty. And if there's something
 2 that takes it down that can't be dealt with, you
 3 know, you're going to call Code Enforcement and
 4 sometimes they can fix it and sometimes they can't.
 5 In the code we have certain things where you
 6 have to have a buffer of so many feet from the next
 7 property if it's a different zone, especially if
 8 it's a commercial use from a residential use.

09:26

9 That was just kind of my concerns that I kind
 10 of had. We have dealt with this before. Would I
 11 want to live next door?

12 MR. TATE: Thank you. Anything else from the
 13 Board?

14 Is there anything further from Staff?

15 MS. CAIN: I just want to reiterate for this
 16 rezoning it is rezoning two parcels, the one on
 17 Jackson Street and the one on 70th, which that one,
 18 in particular, is on two local roads. So I just
 19 want -- it is two separate parcels.

09:26

20 MR. TATE: Thank you.

21 Anything further from the Applicant, Mr. Page?

22 MR. PAGE: Briefly, Mr. Chairman. Only to
 23 comment on the County's comments just now about a
 24 question that was brought up by Mr. Woodward
 25 regarding how they reach the point to make those
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1 types of determinations, and I think you heard based
 2 upon their research that came up with what they had.
 3 He mentioned Chris Jones. Our copy of the Chris
 4 Jones printout clearly identifies the use code as
 5 store and office. That should have been a big
 6 signal right there that that's what it was used for.

09:27

7 Also the historic printout for the use of the
 8 property prior to Powell's Printing, and I don't
 9 have this by years, but I think it goes back
 10 probably at least 15, a business called Collectibles
 11 and Treasures, prior to that it was Tri-State Tree
 12 Service, prior to that it was Scott Janitorial, and
 13 I think that probably takes it back to either '76 or
 14 '77. Mr. Chairman, it has always been a commercial
 15 activity, obviously, different intensities, but I
 16 think Mr. Powell's print shop operation would
 17 represent a very compatible intensity of use in that
 18 area of Jackson Street. Thank you.

09:28

19 MR. TATE: Thank you. If there's nothing
 20 further from the Applicant, Staff or the Board --

21 MR. GOODLOE: Question, Mr. Chairman?

22 Mr. Jones, how long has that property been
 23 zoned as R-2?

24 MR. JONES: It's been zoned R-2 since zoning.

25 MR. TATE: It was zoned R-2 when the
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1 commercial -- or let me rephrase that. When the
 2 existing building was there.
 3 MR. JONES: Yes.
 4 MR. TATE: The building probates zoning.
 5 MR. JONES: That's what I believe now.
 6 MR. PAGE: That's June 1988, is when it was
 7 zoned.
 8 MR. JONES: One of my good zoning fellows back
 9 there is shaking his head.
 09:28 10 MR. TATE: The building itself was there prior
 11 to any rezoning.
 12 All right. At this point, if there are no
 13 other comments from the Staff or the Applicant, we
 14 will conclude this part of the meeting and the Chair
 15 will entertain a motion and/or discussion by the
 16 Board.
 17 MR. WOODWARD: It strikes me that if a piece of
 18 property is unkempt and is in violation of zoning
 19 those who find it such should be talking to Code
 09:29 20 Enforcement and not to us about changing the zoning
 21 or making the zoning more strict. I think that this
 22 appears to have been a use for a significantly great
 23 period of time that there's no reason at this
 24 juncture to require it to be -- it may not be
 25 specifically grandfathered in the sense that most
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1 people consider grandfathering it, but it's been
 2 there since 1988. That's almost 25 years and I
 3 would suggest that we should find -- I would like to
 4 move that it be allowed to be R-6 so that the
 5 current and historic use can continue.
 6 This is an aside. If it's not maintained then
 7 there is another course of action for those people
 8 who object.
 9 MR. TATE: Is that a motion?
 09:30 10 MR. WOODWARD: That's a motion, though rambling
 11 it may be.
 12 MR. TATE: Do we have a second? Comments?
 13 I have a question I would like to ask and
 14 this -- I don't know if this is staff directed or
 15 Code Enforcement directed, but the lot is cleaned up
 16 or is being cleaned up. It's obviously
 17 nonconforming today. Whether that's legally
 18 nonconforming or not, I mean, I don't know that you
 19 have really traveled down that road. If nothing
 09:31 20 changes today, what changes with his operation or
 21 his ability to do his business?
 22 MS. CAIN: If the rezoning is granted to R-6,
 23 the property on 70th Avenue has major outside
 24 storage today, which is not allowed.
 25 MR. TATE: In R-6.
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1 MS. CAIN: That would have to be removed.
 2 MR. TATE: There would be additional code --
 3 well, actually, that storage shouldn't exist in R-2
 4 or R-6, but I understand what you're saying. It
 5 will be another level of enforcement within that
 6 specific category.
 7 MS. CAIN: Right.
 8 MR. TATE: Getting back to the question of
 9 operating, being able to conduct his business, what
 09:31 10 changes with a change to R-6, understanding the
 11 discussion about walk-in, you know, you have a
 12 service counter where people can walk in and say I
 13 would like you to look at this and print it for me.
 14 That's what the major change is, would you say,
 15 Mr. Jones?
 16 MR. JONES: If the Planning Board does go to
 17 R-6, a site plan due process would be necessary.
 18 MR. TATE: If he's changing something or is it
 19 just because we've moved to R-6?
 09:32 20 MR. JONES: According to our records now, it's
 21 never been a commercial type business for him. Now,
 22 all those different type of uses, they lost their
 23 rights. They lost their rights to exist per se and
 24 it refers back to the proper zoning. Now, if he
 25 wants to maintain, whatever, continue to do his
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1 operation in-house, he can continue to do that.
 2 MR. TATE: Today?
 3 MR. JONES: Today. Even if it's not zoned R-6.
 4 If you go to R-2, you can have a home-based
 5 business.
 6 MS. SINDEL: I think there are a lot of
 7 elements to this that we're trying to make sure that
 8 we have full control over. We do understand the
 9 concept specifically in our county where if you were
 09:33 10 a nonconforming business and you closed your doors
 11 for a specific amount of time, you lose that right
 12 to return to the nonconforming; it reverts to the
 13 correct zoning. So the number one element is that
 14 concept of historically it was a nonconforming
 15 business in existence, did it shut down for a period
 16 of time.
 17 The other issue becomes -- a different issue is
 18 the home-based concept, where, you know, can you or
 19 can you not continue to run just a home-based
 09:34 20 business out of your home, which then goes to is it
 21 a home. There are a lot of -- I mean, we've heard
 22 this case before, and with absolutely no disrespect
 23 to anyone the nuance has changed a bit since the
 24 first time we heard it.
 25 When we first heard it, it was a home-based
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1 business, the printing was for a church, and we
 2 understood, you know, the desire of the gentleman
 3 was to be able to maybe expand that printing
 4 business and have people walk up or drive up. And
 5 it goes back to the concept of, you know, the
 6 protocol, was it a business that -- or any
 7 business -- was it a nonconforming business that
 8 closed, closed for a definitive amount of time that
 9 now it cannot go back to being nonconforming. But,
 09:34 10 yes, it can be a home-based business as long as it
 11 is a home, but even as a home-based business now we
 12 have issues, which are Code Enforcement issues, not
 13 Planning Board issues, regarding the outside
 14 storage.
 15 You know, the critical element for me is, you
 16 know, to be able to even vote on this right now. We
 17 also have to look at -- we understand what is being
 18 discussed in this room, but we also understand that
 19 when you move it to R-6 tomorrow that property can
 09:35 20 be sold and we have to look at what can go in under
 21 R-6, and we're not talking about a home-based
 22 business in R-6.

23 I almost feel like -- and I know that none of
 24 us up here never ever like to drag anything out, but
 25 I almost feel like I don't have all the answers
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1 today.
 2 MR. TATE: Let me jump in on that discussion
 3 before we settle the question of the motion and kind
 4 of make some comments and ask a question, as well.
 5 It appears to be a cinder block brick structure that
 6 is a business or would typically have a business
 7 type use. Mr. Powell someday in the future may not
 8 be able to continue to do that for other reasons or
 9 whatever else and the place is sold or moved or
 09:36 10 whatever. I don't think a family with two children
 11 is going to look to buy that place. It's going to
 12 be somebody else that wants a neighborhood type
 13 business on a street -- West Jackson Street, what
 14 type of street is it? Is it considered local at
 15 that point?

16 MR. JONES: I think it's a collector.
 17 MR. TATE: So it is capable of handling a
 18 frontage business, correct, from the type of --
 19 MS. CAIN: That particular one, but the other
 09:36 20 parcel is a single-family home on a local road.
 21 MS. SINDEL: Would y'all put the picture back
 22 up so we can look at it while we're talking?
 23 MR. TATE: I guess that is something that maybe
 24 we need to look at a little bit deeper. We can see
 25 the business. There physically is a house on the
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1 back property?
 2 MS. CAIN: Yes.
 3 MR. TATE: It's just a separate -- is it an
 4 extension of the business or is it just a family
 5 residence?
 6 MR. JONES: According to --
 7 MS. CAIN: I believe this is where he lives.
 8 MR. JONES: According to Mr. Powell, and if
 9 we're wrong, he told us that he lives there. And
 09:37 10 that is what -- we're just going off information
 11 that he gave us.
 12 MR. GOODLOE: Is it physically connected to the
 13 building on the corner?
 14 MR. JONES: I don't think so, but it's
 15 adjoining the property that he owns.
 16 MS. SINDEL: The properties touch but the
 17 buildings don't touch.
 18 MR. JONES: Yes.
 19 MR. TATE: I simply don't struggle with that
 09:37 20 first structure being an R-6. I mean, it's a
 21 business building. It's been there. It's just
 22 there. The single-family home, that's a little bit
 23 different issue for me. I don't understand the need
 24 or necessity of that and that necessarily hasn't
 25 been part of the discussion on whether or not it is.

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1 MS. SINDEL: I agree with Mr. Tate. I mean,
 2 the building was a commercial building, was a
 3 business building prior to even having zoning.
 4 MR. TATE: We do have a motion on the table.
 5 Go ahead. Do you have any comments?
 6 MR. WOODWARD: Yes, I do. The reason I said
 7 what I said and tried to make a motion out of it --
 8 it's subject to revision and withdrawal -- is that
 9 building has been there 25 years. The public is
 09:38 10 substantially stopped from saying it's anything
 11 else. It's like having a nondedicated avenue down
 12 behind a bunch of houses. If it's been there an
 13 adequate number of years and all the people treat it
 14 as a reciprocal negative easement, it's a reciprocal
 15 negative easement. So this building has been a
 16 commercial property on that corner for 25 years.
 17 And the fact that it has been ignored is the zoning.
 18 That's exactly what's happened. It's been ignored
 19 for zoning for 25 years and doesn't mean now that it
 09:39 20 can't be used as a commercial building. The intent
 21 of my motion was to that lot, not to the residence,
 22 but as to that lot.

23 I'm withdrawing the previous one. I move that
 24 it be deemed to be an R-6, if that's the glove that
 25 fits.
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1 MS. CAIN: But the request is for two parcels.
 2 MR. WOODWARD: They can withdraw the request
 3 for the other one anytime they want to or we can
 4 deny the request for the other one.
 5 MS. CAIN: I just wanted to make that clear.
 6 MR. WOODWARD: I'm just speaking to the corner
 7 building. I think that -- I live in what used to be
 8 the country in the county now, and there are
 9 nonconforming uses on my street and there's not a
 09:39 10 thing I can do about those nonconforming houses on
 11 my street until they're torn down or they burn down
 12 or they're blown down. I can't make the man across
 13 the street build a \$500,000 house because I've got a
 14 \$100,000 house on this side of the street and his is
 15 a \$40,000.
 16 MS. SINDEL: I don't think any of us are in
 17 contention with what you're saying. I think the
 18 problem is the request by the citizen. I mean, we
 19 all look at that as a commercial building. We
 09:40 20 understand it's a business. I think the problem
 21 we're all running into is trying to respond to the
 22 actual request.
 23 MR. TATE: I believe Mr. Page --
 24 MR. JONES: Let me say something based upon
 25 what Mr. Woodward was saying. We do want to make it
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1 perfectly clear that if the Planning Board wishes
 2 for this building -- that the purpose of this is not
 3 to say that his business is legitimate, valid or
 4 legal, because, again, there are some things you are
 5 not privileged to that we know, so we want to make
 6 sure that -- because I don't want to leave this
 7 where, Mr. Jones, the Planning Board told me that my
 8 building is legal, so there's nothing else I need to
 9 do.
 09:41 10 MS. SINDEL: We understand that if this is
 11 nonconforming and let's say -- let's pretend we're
 12 all in agreement that it's been closed, it looks
 13 like, three years, just to go out on a limb, and now
 14 the owner is coming in and going, well, I want to
 15 make it a business. We understand that. I think --
 16 and I don't speak for the Board, but we're looking
 17 at this and going it kind of makes sense that that
 18 building is a commercial building and that that
 19 building may be able to go through the process in
 09:41 20 place with the County to become a legitimate
 21 business that meets all the protocol and code
 22 enforcement issues in that building.
 23 I don't think we're having heartache with that.
 24 And we understand that. We're not saying that once
 25 you walk out of here that the owner is free and
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1 clear to go do whatever they need to do. They're
 2 going to have to go through the process with the
 3 County. The heartache we have is that house behind
 4 it.
 5 MR. TATE: Mr. Page. Hold on. Mr. Page,
 6 please come forward.
 7 MR. PAGE: Mr. Chairman, Mr. Powell indicates
 8 that while he uses that house, there is outside
 9 storage associated with some equipment that he has.
 09:42 10 He uses the porch area for storage at that house for
 11 the business that he has. But if it would help the
 12 Board reach a better determination, he's willing to
 13 amend his request this morning before you to exclude
 14 that house and concentrate only on the parcel where
 15 the actual business is located.
 16 MR. TATE: Thank you, Mr. Page.
 17 Mr. Wingate.
 18 MR. WINGATE: Mr. Tate, my concern was the
 19 neighborhood was looking at this at the point as a
 09:42 20 grandfathered business but nonconforming. If it
 21 goes from -- and I was looking at it from the two
 22 parcels -- went from an R-2 to an R-6 and something
 23 unforeseen happened, it could easily end up being a
 24 Family Dollar or it could be an apartment building,
 25 have no control of the neighbor even though, you
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1 know, Mr. Powell may not be the decision maker at
 2 that time.
 3 I know we've got the DRC process that we have
 4 to go through to get certain things done, but even
 5 if it was one parcel, that could fall back as a
 6 different kind of business and it looks like with
 7 the way the code is set up it's going to have to be
 8 an independent business or it's going to be set up
 9 as a family business. But I see complications when
 09:43 10 I see it if it goes to R-6. It could be something
 11 that could be like a Family Dollar down the street.
 12 MR. JONES: Mr. Wingate, I just want to get on
 13 the record what you stated. R-6 zoning does bring
 14 in that commercial component and if you look at the
 15 existing land use map, the area is still surrounded
 16 by residential uses, so you have to look at it as a
 17 whole. Will it be spot zoning? The criteria that
 18 was mentioned, those are what we based our decision
 19 on. Will that be spot zoning? Will it meet the
 09:44 20 locational criteria?
 21 Jackson Street, just with that particular
 22 parcel, it's still got to meet other locational
 23 criteria. It's got to be within so many feet of an
 24 arterial/arterial intersection or an
 25 arterial/collector intersection, and it's without
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1 that because it's surrounded by local roads. So
 2 just with that parcel only, there's still some other
 3 things that must be met for that business to go to
 4 R-6, as well.
 5 MR. TATE: Let me rephrase that. Let me
 6 clarify that. There's nothing that has to be met
 7 for that business to go to R-6. We're talking about
 8 the basis of the ground itself. We're not dealing
 9 at all with what Mr. Powell is doing with that piece
 09:45 10 of property. So that's not anything this Board,
 11 thankfully, has to worry about. Our discussion is
 12 whether or not that piece of asphalt and brick
 13 building should or should not be rezoned to another
 14 zoning category.
 15 Any other comments by the Board or an amended
 16 motion or new motion?
 17 MR. WOODWARD: Let me withdraw my motion
 18 completely and start over. Since Mr. Page has
 19 notified us that Applicant has amended his
 09:45 20 application down to just the corner lot and not the
 21 residential lot behind it, that the motion should
 22 address that corner and that corner only.
 23 MR. TATE: With your motion, do you accept
 24 Staff's Findings-of-Fact or are you in agreement
 25 with the Applicant's Findings-of-Fact?
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1 MR. WOODWARD: I go with the Applicant's
 2 Findings-of-Fact.
 3 MR. TATE: We have a motion. Do we have a
 4 second?
 5 MR. GOODLOE: Second.
 6 MR. TATE: A motion and a second. All those in
 7 favor?
 8 MR. WEST: I'm sorry. I was trying to listen
 9 to two different discussions at the same time. Was
 09:46 10 there alternate Findings-of-Fact for Criterion (2),
 11 (3) and (6)?
 12 MR. TATE: Yes, the Board has accepted the
 13 Applicant's Findings-of-Fact.
 14 All those in favor, please indicate by aye.
 15 (Board members vote.)
 16 MR. TATE: All those opposed?
 17 MS. SINDEL: Nay.
 18 MR. WINGATE: Nay.
 19 MR. TATE: You were?
 09:46 20 MS. DAVIS: Aye.
 21 MR. TATE: Thank you. The motion carries.
 22 (The motion passed four to two, with Ms. Sindel
 23 and Mr. Wingate against.)
 24 MR. JONES: I'm confused with what was approved
 25 because we have to present this to the Board of
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1 County Commissioners.
 2 MR. TATE: Okay. The motion that was approved
 3 was that the corner lot only be rezoned from R-2 to
 4 R-6, accepting the Applicant's Findings-of-Fact.
 5 MR. JONES: That it is not spot zoning?
 6 MR. TATE: Accepting the Applicant's
 7 Findings-of-Fact and it was approved four to two.
 8 MR. JONES: Okay.
 9 MR. TATE: That concludes this rezoning.
 09:47 10 MS. CAIN: Who was opposed?
 11 MR. TATE: Wingate and Sindel.
 12 Thank you. And just as a closing comment,
 13 Mr. Powell, you still have issues you have to deal
 14 with that this Board isn't a party to, so we'll
 15 leave that with you and Mr. Littlejohn. Thank you.
 16 Let's go ahead and adjourn this rezoning
 17 meeting we'll take a break until -- do about a seven
 18 minute break.
 19 (Proceedings concluded at 9:50 a.m.)
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1 CERTIFICATE OF REPORTER
 2
 3 STATE OF FLORIDA
 4 COUNTY OF ESCAMBIA
 5
 6 I, LINDA V. CROWE, Court Reporter and Notary
 7 Public at Large in and for the State of Florida, hereby
 8 certify that the foregoing Pages 2 through 55 both
 9 inclusive, comprise a full, true, and correct transcript of
 10 the proceeding; that said proceeding was taken by me
 11 stenographically, and transcribed by me as it now appears;
 12 that I am not a relative or employee or attorney or counsel
 13 of the parties, or relative or employee of such attorney or
 14 counsel, nor am I interested in this proceeding or its
 15 outcome.
 16 IN WITNESS WHEREOF, I have hereunto set my hand
 17 and affixed my official seal on the 18th day of January
 18 2013.
 19
 20
 21 LINDA V. CROWE, COURT REPORTER
 22 Notary Public - State of Florida
 23 My Commission No.: DD 848081
 24 My Commission Expires: 02-05-2013
 25
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Planning Board-Rezoning

5. A.

Meeting Date: 01/07/2013
CASE : Z-2012-25
APPLICANT: Wiley C. "Buddy" Page, Agent for Freddy Powell, Owner
ADDRESS: 617 N. 70th Ave & 7008 W Jackson St
PROPERTY REF. NO.: 11-2S-31-5410-001-001;11-2S-31-5410-000-000
FUTURE LAND USE: MU-U, Mixed Use Urban
DISTRICT: 1
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 02/07/2013

SUBMISSION DATA:

REQUESTED REZONING:

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

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

RELEVANT AUTHORITY:

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

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

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

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

FINDINGS

The proposed amendment to R-6 is **consistent** with the intent and purpose of Future Land Use category Mixed Use Urban as stated in CPP FLU 1.3.1 because the intent of this future land use category is to allow for a mix of residential and nonresidential uses such as retail sales, professional offices and light industrial uses.

CRITERION (2)

Consistent with The Land Development Code.

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

6.05.07. R-2 Single-Family District (cumulative), low-medium density.

A. Intent and purpose of district. This district is intended to be a single-family residential area with large lots and low population density. The maximum density is seven dwelling units per acre. Refer to article 11 for uses and densities allowed in R-2, single-family areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods of height calculation set forth in Article 11. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-2 zoning located in the Scenic Highway Overlay District and RA-1(OL) Barrancas Redevelopment Area Overlay District.

6.05.13. R-6 Neighborhood Commercial and Residential District, (cumulative) high density. This district is intended to provide for a mixed use area of residential, office and professional, and certain types of neighborhood convenience shopping, retail sales and services which permit a reasonable use of property while preventing the development of blight or slum conditions. This district shall be established in areas where the intermixing of such uses has been the custom, where the future uses are uncertain and some redevelopment is probable.

Permitted Uses

1. Any use permitted in the R-5 district.
2. Retail sales and services (gross floor area of building not to exceed 6,000 square feet). No permanent outside storage allowed.
 - a. Food and drugstore, including convenience stores without gasoline sales.
 - b. Personal service shop.
 - c. Clothing and dry goods store.
 - d. Hardware, home furnishings and appliances.
 - e. Specialty shops.
 - f. Banks and financial institutions.
 - g. Bakeries, whose products are made and sold at retail on the premises.
 - h. Florists shops provided that products are displayed and sold wholly within an enclosed building.
 - i. Health clubs, spa and exercise centers.
 - j. Studio for the arts.
 - k. Martial arts studios.
 - l. Bicycle sales and mechanical services.
 - m. Other retail/service uses of similar type and character of those listed herein above.
3. Laundromats and dry cleaners (gross floor area not to exceed 4,000 square feet).
4. Restaurants.

5. Automobile service stations (no outside storage, minor repair only).
6. Appliance repair shops (no outside storage or work permitted).
7. Places of worship and educational facilities/institutions.
8. Fortune tellers, palm readers, psychics, etc.
9. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).
10. Mobile home subdivision or park

7.20.04. Neighborhood commercial locational criteria (AMU-1, R-6, VM-1).

A. Neighborhood commercial uses shall be located along a collector or arterial roadway and near a collector/collector, collector/arterial, or arterial/arterial intersection and must provide a smooth transition between commercial and residential intensity.

B. They may be located at the intersection of an arterial/local street without providing a smooth transition when the local street serves as a connection between two arterial roadways and meets all the following criteria:

1. Shares access and stormwater with adjoining commercial uses or properties;
2. Includes a six-foot privacy fence as part of any required buffer and develops the required landscaping and buffering to ensure long-term compatibility with adjoining uses as described in Policy 7.A.3.8 and Article 7;
3. Negative impacts of these land uses on surrounding residential areas shall be minimized by placing the lower intensity uses on the site (such as stormwater ponds and parking) next to abutting residential dwelling units and placing the higher intensity uses (such as truck loading zones and dumpsters) next to the roadway or adjacent commercial properties;
4. Intrusions into recorded subdivisions shall be limited to 300 feet along the collector or arterial roadway and only the corner lots in the subdivision.

C. They may be located along an arterial or collector roadway without meeting the above additional requirements when one of the following conditions exists:

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

FINDINGS

The proposed amendment **is not consistent** with the intent and purpose of the Land Development Code due to the fact all surrounding parcels are R-2 and the proposed amendment would constitute spot zoning as defined in Article 3.00 Definitions. The parcels are located along Jackson Street, a collector roadway and 70th Avenue, a local roadway therefore the proposed rezoning does not meet the locational criteria for R-6 as stated in 7.20.04. No outside storage is allowed in a residential zoning district.

CRITERION (3)

Compatible with surrounding uses.

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

FINDINGS

The proposed amendment **is not compatible** with surrounding existing uses in the area. Within the 500’ radius impact area, staff observed properties with the zoning district R-2 as well have being classified as residential use.

CRITERION (4)

Changed conditions.

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

FINDINGS

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

CRITERION (5)

Effect on natural environment.

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

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the site plan review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

Development patterns.

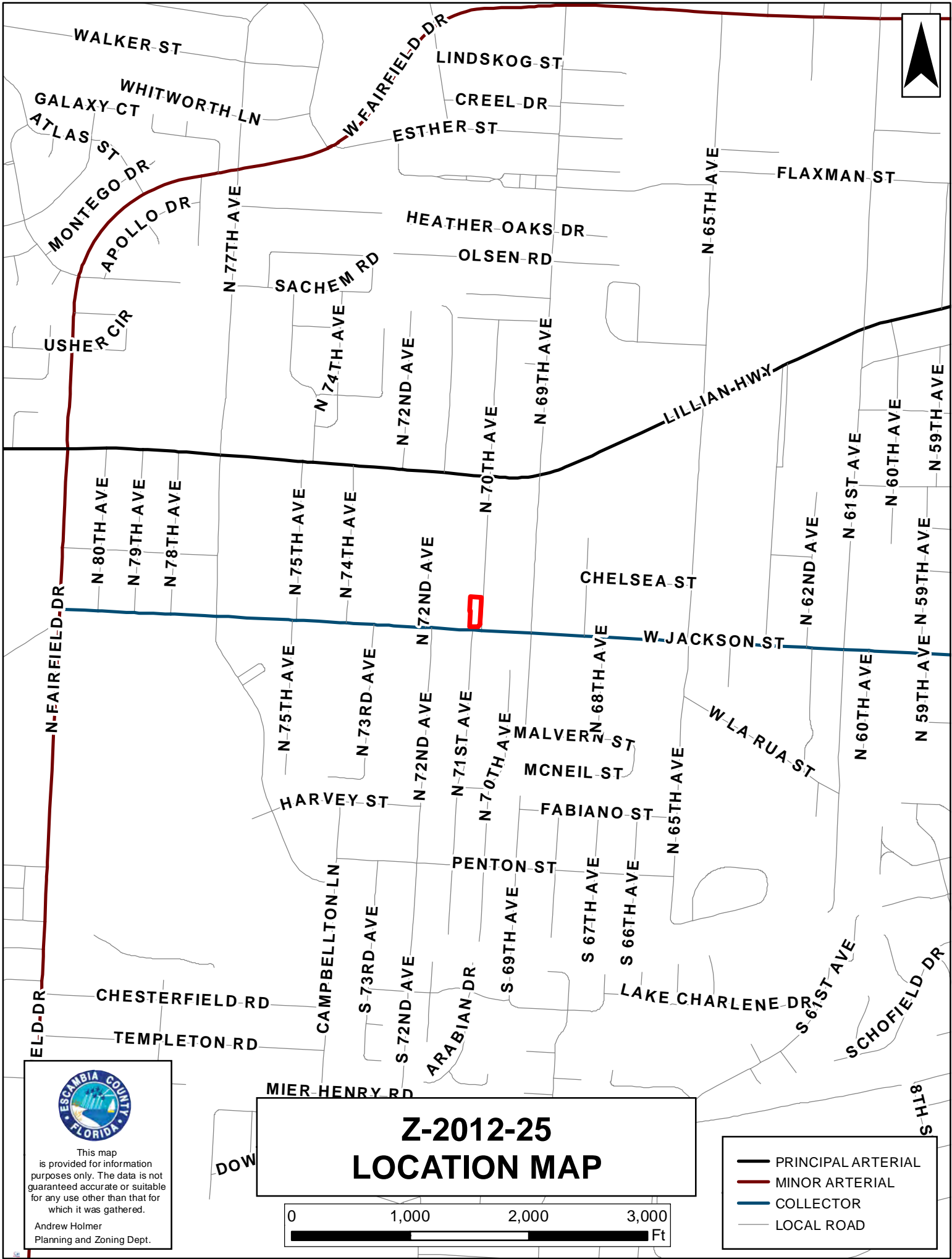

Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would not** result in a logical and orderly development pattern. The use of parcels adjoining to and surrounding the parcel are residential and the entire area is zoned R-2, Residential District.

Attachments

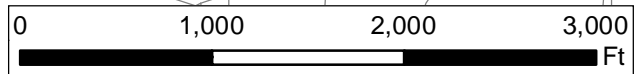
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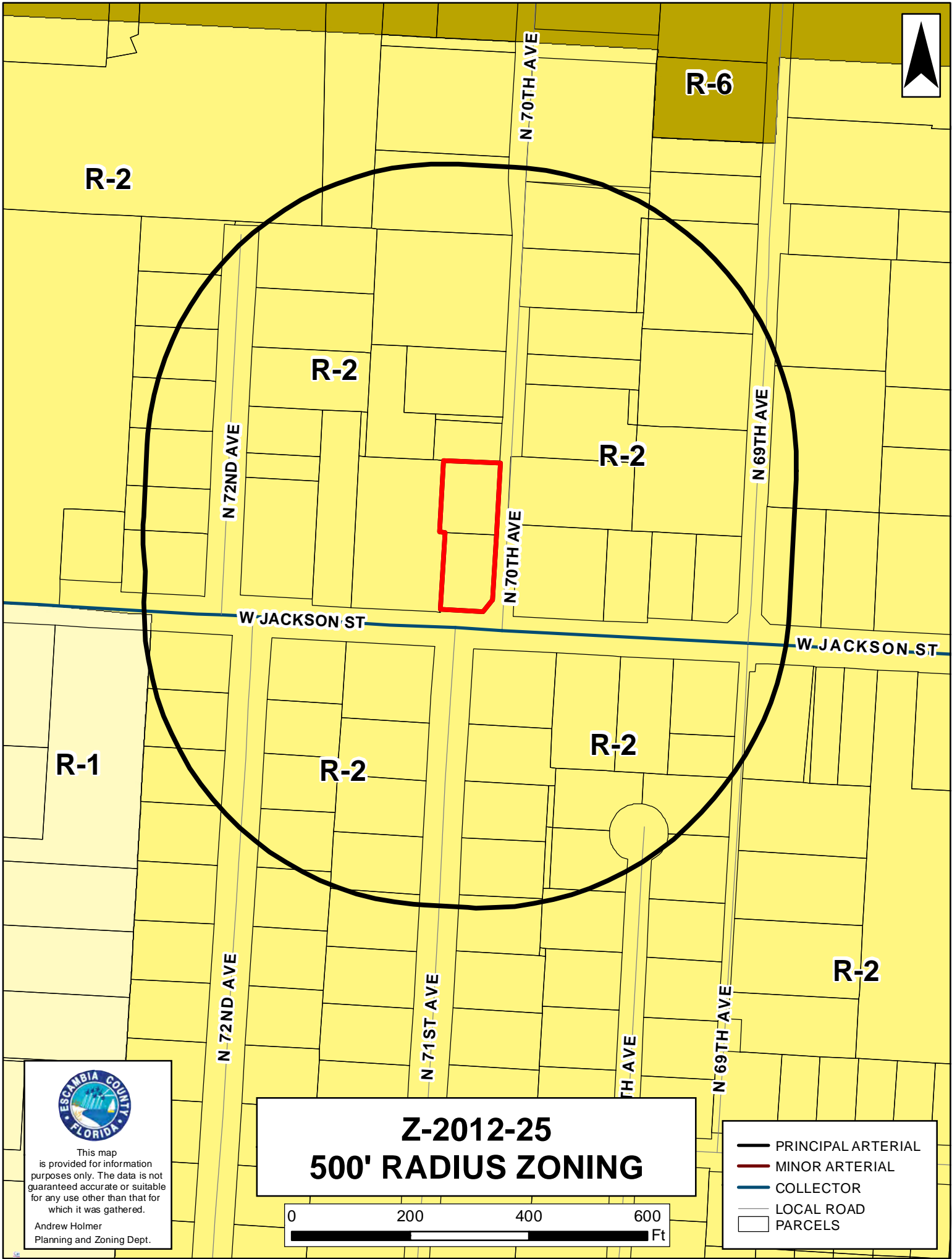
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-25 LOCATION MAP



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



R-2

R-6

R-2

R-2

N 72ND AVE

N 70TH AVE

N 69TH AVE

N 70TH AVE

W JACKSON ST

W JACKSON ST

R-1

R-2

R-2

N 72ND AVE

N 71ST AVE

TH AVE

N 69TH AVE

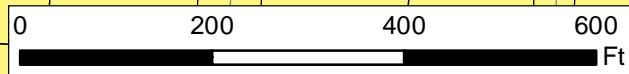
R-2



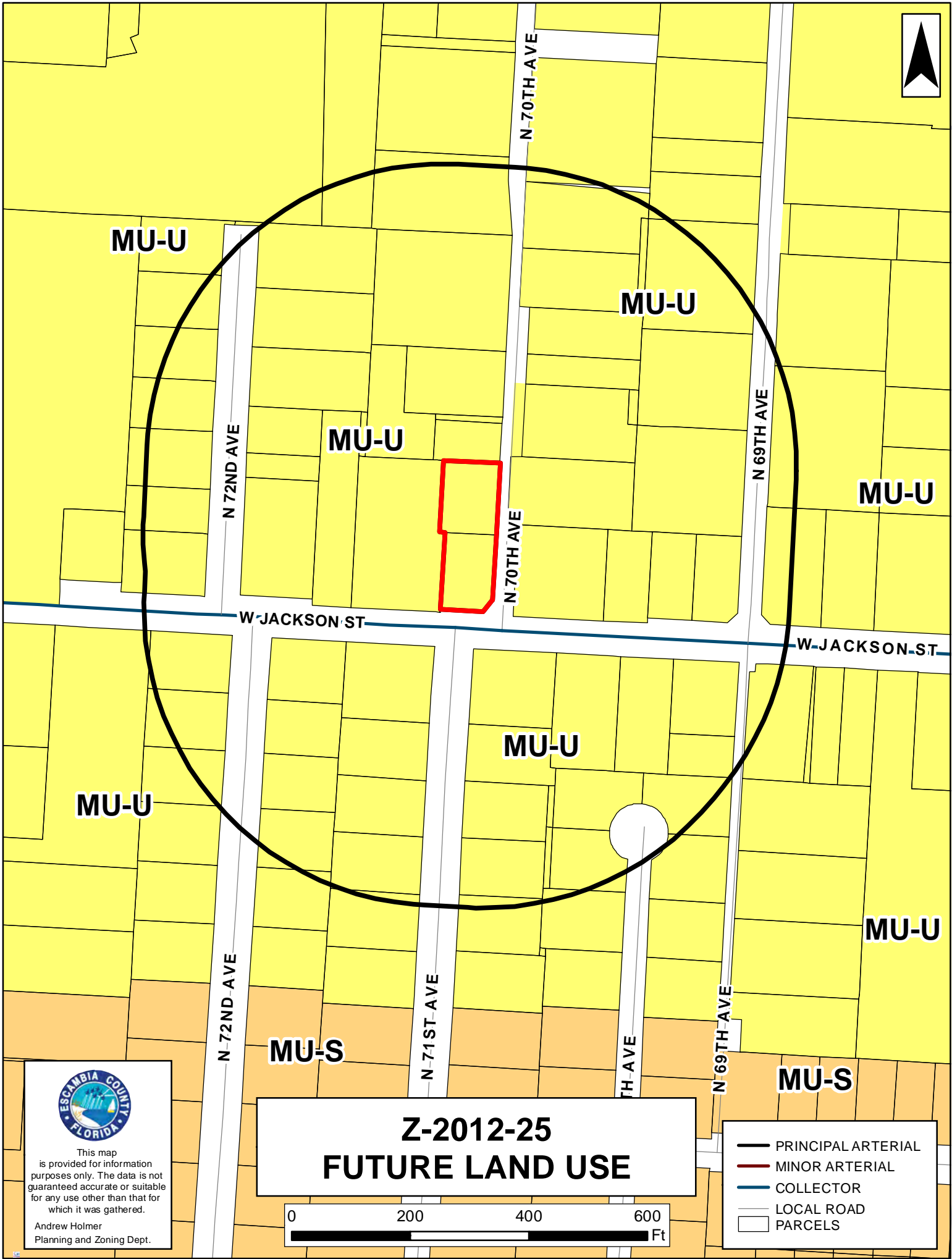
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Andrew Holmer
Planning and Zoning Dept.

Z-2012-25 500' RADIUS ZONING



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



MU-U

MU-U

MU-U

MU-U

W-JACKSON ST

W-JACKSON ST

MU-U

MU-U

MU-U

N 72ND AVE

MU-S

N 71ST AVE

TH AVE

N 69TH AVE

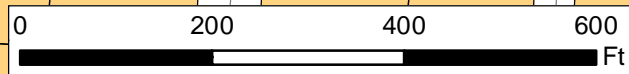
MU-S



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

Andrew Holmer
Planning and Zoning Dept.

Z-2012-25 FUTURE LAND USE



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



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N 71ST AVE

TH AVE

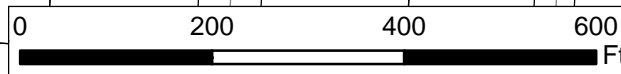
N 69TH AVE




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

Andrew Holmer
Planning and Zoning Dept.

Z-2012-25 EXISTING LAND USE



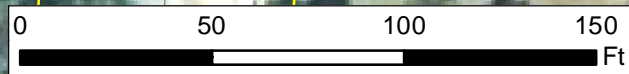
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS









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

Andrew Holmer
Planning and Zoning Dept.

Z-2012-25 AERIAL MAP



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



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2012-25
CURRENT ZONING: R-2 PROPOSED ZONING: R-6

PLANNING BOARD

DATE: 01/07/13 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: 02/07/13 TIME: 5:45 PM

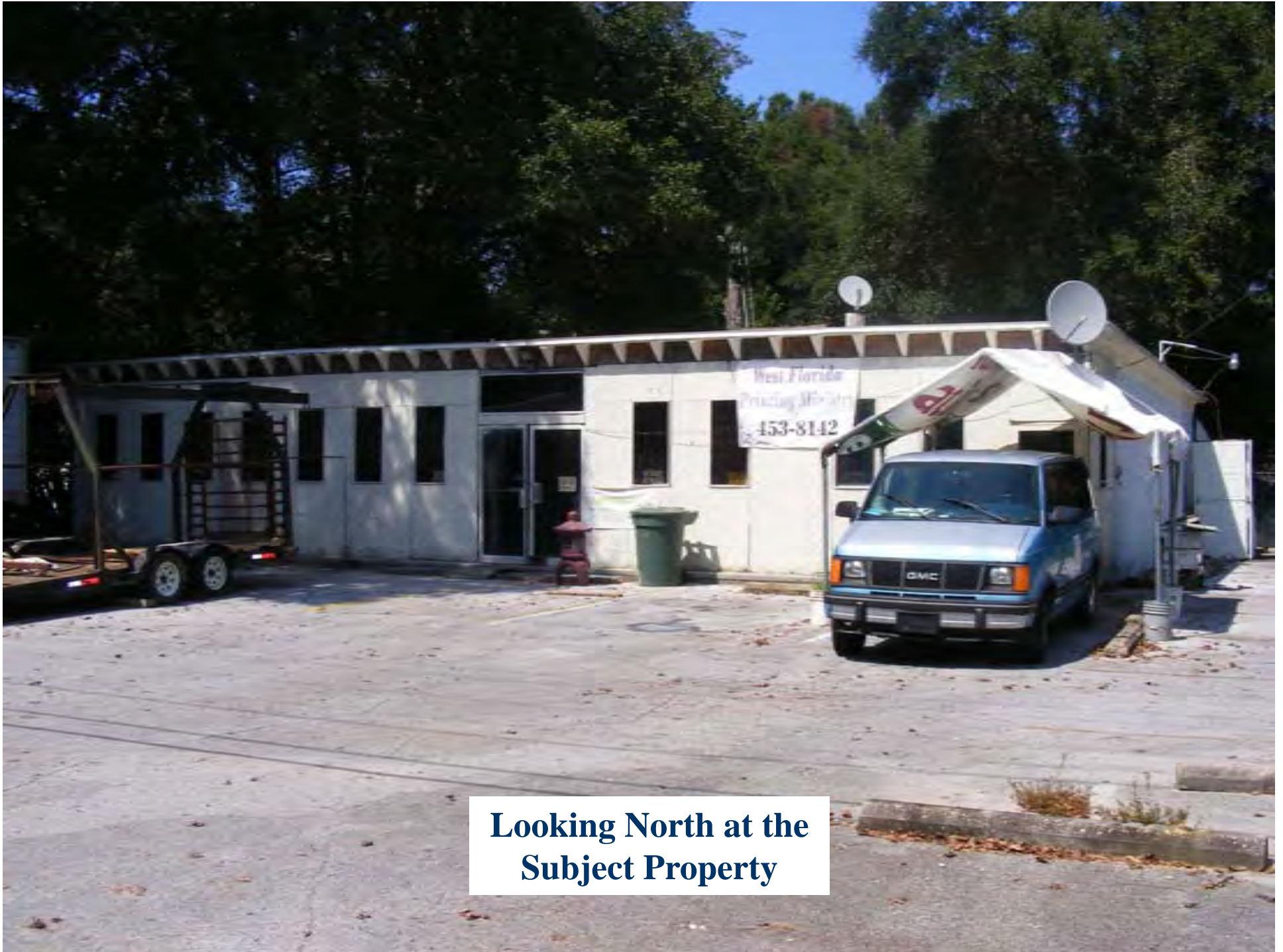
LOCATION OF HEARING

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

PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY

Public Notice Sign



Looking North at the Subject Property



**Looking East along
West Jackson Street**



**Looking West along
West Jackson Street**



**Looking North East
from West Jackson
Street**



**Looking Southeast
From the Subject
Property**



**Looking South down
71st Street from the
Subject Property**



**Looking West from N
70th Ave at the
Subject Property**



**Looking Northwest
from N 70th Ave at the
Subject Property.**



**Looking Northeast
along N 70th Ave from
the Subject Property**



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

FEE WAIVER REQUEST FORM

The Board of County Commissioners have determined that it is in the best interest of the public to waive certain Planning Board and Board of Adjustment application fees for projects, regardless of size or scale, that will provide affordable housing for low income individuals and families. Upon request, the County Administrator may grant, to qualified applicants, a waiver of the fees approved by Resolution 2010-107. An approved fee waiver request shall expire after twelve (12) months.

The County Administrator shall only grant waivers to the following qualified applicants. Please check the box next to the appropriate statement that applies to your request.

- Individuals and families with an annual gross income at or below 30% of the median income for Escambia County.
- Non-profit organizations that will develop and provide affordable housing for individuals and families with an annual gross income at or below 30% of the median income for Escambia County.

8-1-12

Property Owner/Non-profit Organization Name: Freddy Powell *Freddy Powell*

Please list the address(es) and Property Reference Number(s) for the property(s):
7008 W Jackson St.
11-25-31-5410-001-001

Please indicate which application fee this request is for and the amount: Rezoning - \$1,050⁰⁰

Please attach the following required supporting documents to this request form:

- a. All applicants must submit sufficient evidence of ownership or control of the property that is the subject of the development project for which the waiver is sought.
- b. All applicants must submit a copy of their federal income tax returns for the previous two years.
- c. All applicants must submit sufficient evidence that at least 30% of the total housing units produced from the development project will be sold or rented to, or occupied by, individuals and families with annual gross incomes at or below 30% of the median income for Escambia County.
- d. For projects that will provide rental housing, applicants shall also submit a schedule of rental rates for each unit by size.

FOR INTERNAL OFFICE USE ONLY

The applicant is a qualified applicant. YES NO

The applicant provided all required supporting documents. YES NO

Therefore; this fee waiver request for REZONING Type of application
is hereby APPROVED on this 9th day of AUGUST, 20 12.

Charles R. Oliver
Charles R. "Randy" Oliver, CPA, P.E.
County Administrator

FORM SSA-1099 – SOCIAL SECURITY BENEFIT STATEMENT

2008

• PART OF YOUR SOCIAL SECURITY BENEFITS SHOWN IN BOX 5 MAY BE TAXABLE INCOME.
 • SEE THE REVERSE FOR MORE INFORMATION.

Box 1. Name CLYDE F POWELL		Box 2. Beneficiary's Social Security Number
Box 3. Benefits Paid in 2008 \$7,872.00	Box 4. Benefits Repaid to SSA in 2008 NONE	Box 5. Net Benefits for 2008 (Box 3 minus Box 4) \$7,872.00
DESCRIPTION OF AMOUNT IN BOX 3 Paid by check or direct deposit \$7,872.00 Benefits for 2008 \$7,872.00		DESCRIPTION OF AMOUNT IN BOX 4 <p style="text-align: center;">NONE</p>
		Box 6. Voluntary Federal Income Tax Withheld <p style="text-align: center;">NONE</p>
		Box 7. Address CLYDE F POWELL 7008 W JACKSON ST PENSACOLA FL 32506-4564
		Box 8. Claim Number (Use this number if you need to contact SSA.) <p style="text-align: center;">452-72-0212A</p>

CU1314925-11851315313

Notice 703

(Rev. September 2008)



Department of the Treasury
Internal Revenue Service

Read This To See If Your Social Security Benefits May Be Taxable

If your social security and/or SSI (supplemental security income) benefits were your only source of income for 2008, you probably

will not have to file a federal income tax return.

Fill in lines A through E below to see if any of your benefits may be taxable for 2008.

Note. If you plan to file a joint income tax return, include your spouse's amounts, if any, on lines A, C, and D below.

A Enter the total amount from box 5 of all your Forms SSA-1099	A _____
B Enter one-half of the amount on line A	B _____
C Enter your total income that is taxable, such as pensions, wages, interest, ordinary dividends, and capital gain distributions. Do not reduce your income by any items such as student loan interest deduction, the standard deduction (or itemized deductions), or exemptions	C _____
D Enter any tax-exempt interest such as interest on municipal bonds	D _____
E Add lines B, C, and D, and enter the total here. Then, read the information below	E _____

Part of your social security benefits may be taxable if, for 2008, you were:

1. Single, and line E above is more than \$25,000.
2. Married, and
 - a. You would file jointly, and line E above is more than \$32,000; or
 - b. You would file separately, and line E above is more than zero (more than \$25,000 if you lived apart from your spouse for all of 2008).

If your figures show that part of your benefits may be taxable, see *Social Security Benefits in*

your federal income tax return instructions. If they do not, none of your benefits are taxable this year unless you exclude income from sources outside the United States, interest income from series EE or I U.S. savings bonds issued after 1989, or employer-provided adoption benefits. For more details, see IRS Pub. 915 or contact the IRS as explained below.

If none of your benefits are taxable, but you must otherwise file a tax return, do the following:

- Enter the total amount from line A above on Form 1040, line 20a, or Form 1040A, line 14a,

and enter -0- on Form 1040, line 20b, or Form 1040A, line 14b.

- If you file separately and you lived apart from your spouse for all of 2008, enter "D" to the right of the word "benefits" on Form 1040, line 20a, or Form 1040A, line 14a.

Note. If your figures show that part of your benefits may be taxable and you received benefits in 2008 that were for a prior year, see Pub. 915 for rules on a special election you can make that may reduce the amount of your taxable benefits.

Get More Information From the IRS

If you still have questions about whether your social security benefits are taxable, see the 2008 federal income tax return instructions for ways to get help

from the IRS. If you do not have the instructions, you can get your questions answered by:

- Calling the IRS at 1-800-829-1040.

- Sending written tax questions to the IRS. To get the address, call 1-800-829-1040.

- Using TTY/TDD equipment. Call 1-800-829-4059.

Do Not Return This Notice to the SSA or the IRS

Members First Credit Union of Florida

Print Date : December 28, 2011

Account Title	BUSINESS CHECKING	Account Balance	\$11.82
Account Number	0021	Available Balance	\$11.82
Account Type	Business Checking	2011 Interest	\$0.00
		2010 Interest	\$0.00

Account #0021 History
08-01-2009 to 12-17-2011

Date	Check #	Transaction Description	Amount	Balance
06-21-2010		Deposit by Check Check Received 180.00	80.00	180.25
07-08-2010		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-80.00	100.25
07-21-2010		Deposit by Check Check Received 3,600.00	500.00	600.25
07-30-2010		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-250.00	350.25
07-30-2010		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-10.00	340.25
08-03-2010	000501	Draft 000501	-35.00	305.25
08-17-2010	000502	Draft 000502	-100.00	205.25
08-24-2010	000503	Draft 000503	-100.00	105.25
09-02-2010		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-50.00	55.25
09-03-2010		Deposit by Check Check Received 600.00	600.00	655.25
09-16-2010	000504	Draft 000504	-591.02	64.23
09-22-2010	000505	Draft 000505	-25.00	39.23
09-24-2010		Deposit by Check Check Received 500.00	500.00	539.23
09-27-2010		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-350.00	189.23
09-29-2010		Deposit by Check Check Received 700.00	700.00	889.23
10-01-2010	000506	Draft 000506	-723.69	165.54
10-05-2010		Deposit by Check %% Check hold release 10/18/10 35.00 Check Received 35.00	35.00	200.54
10-06-2010	000508	Draft 000508	-20.00	180.54
10-08-2010	000507	Draft 000507	-115.74	64.80
11-16-2010		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-25.00	39.80
11-23-2010	000509	Draft 000509	-8.00	31.80

11-30-2010	000510	Draft 000510	-5.00	26.80
12-10-2010		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-10.00	16.80
12-10-2010		Deposit	20.00	36.80
12-29-2010		Deposit Transfer From POWELL,CLYDE F [REDACTED] Share 0021	15.00	51.80
12-30-2010	000511	Draft 000511	-5.00	46.80
12-30-2010		Deposit Transfer From POWELL,CLYDE F [REDACTED] Share 0021	947.24	994.04
12-30-2010	000525	Draft 000525	-947.24	46.80
12-31-2010	000512	Draft 000512	-15.18	31.62
03-07-2011	000514	Draft 000514	-10.00	21.62
03-23-2011		Deposit by Check Check Received 65.00	65.00	86.62
03-24-2011		Deposit by Check Check Received 350.00	350.00	436.62
03-25-2011		Deposit by Check Check Received 136.00	136.00	572.62
03-30-2011		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-500.00	72.62
04-05-2011		Withdrawal T-MOBILE TEL TYPE: PCS SVC CO: T-MOBILE TEL %% ACH ECC TEL %% ACH Trace 021000025415954	-60.80	11.82
04-22-2011		Deposit by Check Check Received 75.00	75.00	86.82
04-27-2011		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-80.00	6.82
05-03-2011		Deposit by Check Check Received 50.00	50.00	56.82
05-16-2011		Deposit by Check Check Received 115.00	115.00	171.82
05-23-2011		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-166.00	5.82
06-20-2011		Deposit Transfer From POWELL,CLYDE F [REDACTED] Share 0021	30.00	35.82
06-27-2011	000513	Draft 000513	-24.00	11.82
09-29-2011		Deposit by Check Check Received 84.00 Check Received 50.00	134.00	145.82
09-29-2011		Withdrawal Transfer To POWELL,CLYDE F [REDACTED] Share 0021	-134.00	11.82

REGULAR CHECKING 0021
Jul 1 - Aug 2, 2012 Custom

Balance \$211.65
Available \$211.65

Date	Description	Deposit	Withdrawal	Balance
08/02/2012	Deposit			\$211.65
08/02/2012	Withdrawal CAPITAL ONE / TYPE: PHONE PYMT CO: CAPITAL ONE %% ACH ECC PPD %% ACH Trace 051405514961988		\$17.00	\$11.65
07/30/2012	Check #002534: Draft 002534		\$1,300.00	\$28.65
07/30/2012	Deposit			\$1,328.65
07/26/2012	Deposit by Check / Check Received 300.00 Check Received 100.00 Check Received 350.00			\$1,228.65
07/25/2012	Withdrawal Debit Card / NETSCPE*ONLINE SVC 866-541-8233 VA Date 07/25/12 089043 4816		\$9.95	\$478.65
07/24/2012	Check #002533: Draft 002533		\$78.20	\$488.60
07/23/2012	Withdrawal Debit Card / LUCKY PENNY PENSACOLA FL Date 07/20/12 066001 5542		\$15.00	\$566.80
07/20/2012	Check #002532: Draft 002532		\$170.72	\$581.80
07/19/2012	Withdrawal Debit Card / THE BARTER COMPANY KENNESAW GA Date 07/18/12 080024 7299		\$40.13	\$752.52
07/19/2012	Withdrawal #793800 / GROCERY OUTLET # 8187 WEST FAIRFIELD D PENSACOLA FL		\$8.22	\$792.65
07/19/2012	Check #002530: Draft 002530		\$32.23	\$800.87
07/19/2012	Check #002531: Draft 002531		\$471.03	\$833.10
07/17/2012	Deposit			\$1,304.13
07/17/2012	Deposit by Check / Check Received 200.00 Check Received 250.00			\$1,054.13
07/16/2012	Withdrawal Debit Card / NEIGHBORS SEAFOOD AND MOBILE AL Date 07/14/12 059389 5812		\$5.00	\$604.13
07/11/2012	Withdrawal #543997 / LOWE'S #1142 PENSACOLA FL		\$12.54	\$609.13
07/09/2012	Withdrawal Debit Card / HIBACHI GRILL AND BUF SPANISH FORT AL Date 07/06/12 035199 5812		\$12.71	\$621.67
07/09/2012	Withdrawal Debit Card / CAZADORES RESTAURANT PENSACOLA FL Date 07/07/12 087466 5812		\$14.88	\$634.38
07/06/2012	Withdrawal T-MOBILE TEL / TYPE: PCS SVC CO: T-MOBILE TEL %% ACH ECC TEL %% ACH Trace 021000024735802		\$60.55	\$649.26
07/06/2012	Withdrawal Debit Card / LUCKY PENNY PENSACOLA FL Date 07/04/12 059339 5542		\$10.00	\$709.81
07/05/2012	Withdrawal PAYPAL / TYPE: INST XFER CO: PAYPAL %% ACH ECC WEB %% ACH Trace 091000011756757		\$72.15	\$719.81
07/03/2012	Deposit by Check / Check Received 110.00			\$791.96
07/03/2012	Deposit			\$681.96
07/03/2012	Transaction COMMENT / %% ACH ECC PPD %% ACH Trace 101036215764108		\$0.00	
07/03/2012	Deposit XXSOC SEC / CO: XXSOC SEC			\$621.96
07/02/2012	Withdrawal CAPITAL ONE / TYPE: PHONE PYMT CO: CAPITAL ONE %% ACH ECC PPD %% ACH Trace 051405511768283		\$18.00	\$2.96

REGULAR CHECKING 0021
Jun 1 - Jun 30, 2012 Custom

Balance \$211.65
Available \$211.65

Date	Description	Deposit	Withdrawal	Balance
06/29/2012	Withdrawal #704534 / LOWE'S #1142 PENSACOLA FL		\$31.01	\$20.96
06/28/2012	Deposit by Check / Check Received 50.00			\$51.97
06/28/2012	Check #002529: Draft 002529		\$1,300.00	\$1.97
06/26/2012	Deposit			\$1,301.97
06/26/2012	Deposit by Check / Check Received 300.00 Check Received 70.00			\$1,281.97
06/25/2012	Withdrawal Debit Card / NETSCPE*ONLINE SVC 866-541-8233 VA Date 06/25/12 039856 4816		\$9.95	\$911.97
06/25/2012	Withdrawal Debit Card / TACO BELL #026778 PENSACOLA FL Date 06/24/12 058962 5814		\$7.92	\$921.92
06/21/2012	Withdrawal #032730 / ADVANCE STORES CO INC PENSACOLA FL		\$5.91	\$929.84
06/21/2012	Withdrawal #665476 / WAL Wal-Mart Sup 1605 WAL-SAMS PENSACOLA FL		\$23.96	\$935.75
06/21/2012	Check #002528: Draft 002528		\$44.62	\$959.71
06/21/2012	Check #002527: Draft 002527		\$399.00	\$1,004.33
06/20/2012	Withdrawal Debit Card / THE BARTER COMPANY KENNESAW GA Date 06/19/12 080028 7299		\$6.38	\$1,403.33
06/20/2012	Deposit / Check Received 96.00			\$1,409.71
06/19/2012	Withdrawal Debit Card / KING BUFFET PENSACOLA FL Date 06/18/12 069298 5812		\$17.48	\$1,213.71
06/18/2012	Deposit / Check Received 200.00			\$1,231.19
06/18/2012	Withdrawal Debit Card / LUCKY PENNY PENSACOLA FL Date 06/15/12 071099 5542		\$20.00	\$981.19
06/16/2012	Withdrawal Debit Card / RACEWAY 670 1806709 MOBILE AL Date 06/15/12 073168 5542		\$15.00	\$1,001.19
06/16/2012	Withdrawal Debit Card / VALLARTAS MEXICAN GRI PENSACOLA FL Date 06/15/12 030051 5812		\$25.55	\$1,016.19
06/14/2012	Deposit by Check / Check Received 32.00 Check Received 425.00			\$1,041.74
06/14/2012	Check #002526: Draft 002526		\$13.75	\$584.74
06/14/2012	Check #002500: Draft 002500		\$207.25	\$598.49
06/11/2012	Withdrawal GU YU / CO: GU YU TYPE: IAT PAYPAL %% ACH ECC IAT %% ACH Trace 091000010955630		\$9.00	\$805.74
06/08/2012	Check #002499: Draft 002499		\$31.31	\$814.74
06/07/2012	Withdrawal T-MOBILE TEL / TYPE: PCS SVC CO: T-MOBILE TEL %% ACH ECC TEL %% ACH Trace 021000028767246		\$60.55	\$846.05
06/07/2012	Withdrawal Debit Card / VANNOYS TIRES INC. #1 PENSACOLA FL Date 06/06/12 010013 7538		\$21.48	\$906.60
06/05/2012	Withdrawal AD&D800-860-7182 / TYPE: INS PREM CO: AD&D800-860-7182 %% ACH ECC PPD %% ACH Trace 021000028742568		\$30.00	\$928.08

Date	Description	Deposit	Withdrawal	Balance
06/04/2012	Withdrawal #719184 / AUTOZONE 0302 6101 MO PENSACOLA FL		\$32.23	\$958.08
06/04/2012	Deposit			\$990.31
06/01/2012	Withdrawal #665100 / WAL-MART #1605 4600 MOBILE HWY/SUITE PENSACOLA FL		\$20.00	\$740.31
06/01/2012	Withdrawal #020700 / WAL-MART #1605 4600 MOBILE HWY/SUITE PENSACOLA FL		\$85.44	\$760.31
06/01/2012	Withdrawal #962879 / LOWE'S #1142 PENSACOLA FL		\$74.15	\$845.75
06/01/2012	Withdrawal CAPITAL ONE / TYPE: PHONE PYMT CO: CAPITAL ONE %% ACH ECC PPD %% ACH Trace 051405518822026		\$73.00	\$919.90
06/01/2012	Transaction COMMENT / %% ACH ECC PPD %% ACH Trace 101036215784459		\$0.00	
06/01/2012	Deposit XXSOC SEC / CO: XXSOC SEC			\$992.90

REGULAR CHECKING 0021
 May 1 - May 31, 2012 Custom

Balance \$211.65
 Available \$211.65

Date	Description	Deposit	Withdrawal	Balance
05/31/2012	Withdrawal #023696 / SHELL Service Station PENSACOLA FL		\$10.01	\$373.90
05/31/2012	Withdrawal Debit Card / KFC 424 PENSACOLA FL Date 05/30/12 000052 5814		\$15.03	\$383.91
05/30/2012	Check #002498: Draft 002498		\$1,300.00	\$398.94
05/30/2012	Withdrawal #654544 / WAL Wal-Mart Sup 1605 WAL-SAMS PENSACOLA FL		\$2.60	\$1,698.94
05/30/2012	Withdrawal #069097 / SHELL Service Station PENSACOLA FL		\$19.99	\$1,701.54
05/29/2012	Withdrawal Debit Card / TOM THUMB 98 PENSACOLA FL Date 05/26/12 015037 5542		\$10.00	\$1,721.53
05/29/2012	Withdrawal #534592 / LOWE'S #1142 4301 WEST FAIRFIELDUS PENSACOLA FL		\$6.96	\$1,731.53
05/26/2012	Withdrawal Debit Card / LUCKY PENNY PENSACOLA FL Date 05/24/12 071588 5542		\$15.00	\$1,738.49
05/25/2012	Withdrawal Debit Card / NETSCPE*ONLINE SVC 866-541-8233 VA Date 05/25/12 044682 4816		\$9.95	\$1,753.49
05/25/2012	Check #002496: Draft 002496		\$21.50	\$1,763.44
05/25/2012	Deposit			\$1,784.94
05/25/2012	Deposit by Check / Check Received 300.00			\$1,694.94
05/23/2012	Withdrawal Debit Card / Payment+FeeWalmartGEM 800-541-9049 OH Date 05/23/12 056383 8999		\$77.00	\$1,394.94
05/23/2012	Withdrawal Debit Card / HAPPY CHINA RESTAURAN PENSACOLA FL Date 05/22/12 040315 5812		\$13.59	\$1,471.94
05/22/2012	Deposit by Check / Check Received 200.00			\$1,485.53
05/18/2012	Withdrawal Debit Card / THE BARTER COMPANY KENNESAW GA Date 05/17/12 080021 7299		\$6.38	\$1,285.53
05/18/2012	Check #002495: Draft 002495		\$334.87	\$1,291.91
05/18/2012	Deposit by Check / Check Received 65.00			\$1,626.78
05/18/2012	Deposit			\$1,561.78
05/18/2012	Withdrawal Debit Card / LUCKY PENNY PENSACOLA FL Date 05/16/12 063112 5542		\$15.00	\$761.78
05/17/2012	Withdrawal Debit Card / SHRIMPBASKETWARRINGTO PENSACOLA FL Date 05/15/12 020111 5814		\$38.36	\$776.78
05/17/2012	Withdrawal Debit Card / HAPPY CHINA RESTAURAN PENSACOLA FL Date 05/16/12 067190 5812		\$7.80	\$815.14
05/15/2012	Withdrawal #653517 / LOWE'S #1142 4301 WEST FAIRFIELDUS PENSACOLA FL		\$5.00	\$822.94
05/14/2012	Deposit			\$827.94
05/14/2012	Withdrawal #522505 / RADIO SHACK PENSACOLA FL		\$2.14	\$757.94
05/10/2012	Withdrawal #765589 / RADIO SHACK PENSACOLA FL		\$5.78	\$760.08
05/10/2012	Withdrawal Debit Card / LUCKY PENNY PENSACOLA FL Date 05/08/12 058478 5542		\$10.01	\$765.86

Date	Description	Deposit	Withdrawal	Balance
05/10/2012	Withdrawal Debit Card / HAPPY CHINA RESTAURAN PENSACOLA FL Date 05/09/12 094418 5812		\$13.59	\$775.87
05/09/2012	Withdrawal #047809 / RADIO SHACK PENSACOLA FL		\$11.14	\$789.46
05/09/2012	Withdrawal #924813 / RADIO SHACK PENSACOLA FL		\$19.70	\$800.60
05/07/2012	Withdrawal T-MOBILE TEL / TYPE: PCS SVC CO: T-MOBILE TEL %% ACH ECC TEL %% ACH Trace 021000027511947		\$60.55	\$820.30
05/03/2012	Deposit			\$880.85
05/03/2012	Withdrawal Debit Card / SHELL OIL 57543206601 PENSACOLA FL Date 05/02/12 001937 5542		\$5.02	\$630.85
05/03/2012	Transaction COMMENT / %% ACH ECC PPD %% ACH Trace 101036215766488		\$0.00	
05/03/2012	Deposit XXSOC SEC / CO: XXSOC SEC			\$635.87
05/02/2012	Withdrawal CAPITAL ONE / TYPE: PHONE PYMT CO: CAPITAL ONE %% ACH ECC TEL %% ACH Trace 051405517176327		\$55.00	\$16.87
05/01/2012	Deposit			\$71.87
05/01/2012	Withdrawal #621000 / WAL-MART #1605 4600 MOBILE HWY/SUITE PENSACOLA FL		\$25.00	\$31.87

I like to change ~~to~~ original Rezoning /
Request from C2 to a R-6.
Freddy Powell

11/19/12



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: R2 to: C2NAR6

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

Owner(s) Name: C. Freddy Powell Phone: 850-453-8142
 Address: 2008 W. JACKSON ST Email: _____

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

Property Address: 617N 20TH AVE & 2008 W. JACKSON ST.

Property Reference Number(s)/Legal Description: 11-22-21-5410-000-000 & 11-25315410-001-001

By my signature, I hereby certify that:

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

C. Freddy Powell
Signature of Owner/Agent

C. FREDDY POWELL
Printed Name Owner/Agent

9/19/2012
Date

Signature of Owner

Printed Name of Owner

Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 15th day of August 20 12,
by _____.

Personally Known OR Produced Identification Type of Identification Produced: License 71P40-106-44-021-0
Exp 1-2013

Margaret A. Cain
Signature of Notary
(notary seal must be affixed)

Margaret A. Cain
Printed Name of Notary



FOR OFFICE USE ONLY

CASE NUMBER: Z-2012-25

Meeting Date(s): PB-Oct 8/BC NOV 1 Accepted/Verified by: A. Cain Date: 9/6/12

Fees Paid: \$ 0 Waiver Receipt #: _____ Permit #: PRZ 12090025



Development Services Department

Escambia County, Florida

APPLICATION INSTRUCTIONS

Prior to Application Submittal

Please contact the Development Services Department located at 3363 West Park Place (595-3475) to make an appointment for a pre-application meeting with a Planner to personally discuss your site and prospective plans for it, to review the application forms and criteria with you, to answer any questions you may have, and/or any possible alternatives.

Application Submittal

It is important for the application packet to be complete and on time in order to process and schedule your request for the required public hearing(s). In order for the application request to proceed in a timely manner, all items on the application forms and checklist (attached herein) must be completed and submitted prior to the deadline, scheduling a pre-application meeting with a Planner is recommended. Any incomplete application or application submitted after the deadline will not be accepted by staff.

The owner and/or agent acting in his/her behalf, must sign the certification(s) where indicated on the application. If an agent is handling the request, the owner **must** submit an Affidavit of Ownership & Limited Power of Attorney (attached herein) authorizing said agent to act in his/her behalf. Signatures must be properly notarized and dated no more than sixty (60) days prior to application submittal.

No guarantee is made for the approval of any petition. Fees are non-refundable regardless of the decision.

Public Hearing(s)

It is the Applicant's burden to show consistency with all applicable criteria. **NOTE:** The applicant, or his/her agent, must be present at the Board of Adjustment or Planning Board meeting. For rezoning requests, it is also highly recommended that he or she be present at the subsequent Board of County Commissioners meeting.

Public Notice

Per the Land Development Code Article 2: A legal notice/advertisement will be published in the Pensacola News Journal and a sign(s) will be posted on the property by Development Services Department (DSD) prior to the hearing. Current property owners near the subject property will be notified of the proposed request via postcard by DSD at least fifteen (15) days prior to the hearing (see table below). Staff will obtain the list of mailing addresses from the Escambia County Property Appraiser's Office website (escpa.org).

Application Type:	Who will receive a postcard? Property owners:
Rezoning	within 500 foot radius of the subject property
Conditional Use	
Administrative Appeal	
Conditional Use – Sale of Alcohol	within 500 foot radius of the subject property and any places of worship and/or day care facility within 1,000 feet
Variance	directly abutting the subject property (excluding properties across the street)

Fees

Payment must be submitted prior to 3pm of the closing date for acceptance of application. Please make checks payable to Escambia County. Development Services Department accepts MasterCard and Visa.

Board of Adjustment (BOA)	Planning Board – Rezoning
\$1,050 - Conditional Use	\$1,050 for a rezoning request of one parcel
\$350 - Variance	\$1,750 for a rezoning request of two contiguous parcels*
\$560 - Administrative Appeal	\$1,750 plus \$70 for each additional parcel for more than two contiguous parcels*
\$175 - Development Order Extension	

*Lots separated by a street or roadway or by other lots/parcels are not considered contiguous. All lots must be owned by the same applicant in order to receive the discounted fee.



CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 11-25-31-5410-000-0007 11-25-31-5410-001-001

Property Address: 617 N. 70th AVE & 2008 W. JACKSON ST

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

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

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

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

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

C. Freddy Powell
Signature of Property Owner

C. FREDDY POWELL
Printed Name of Property Owner

9/19/2012
Date

Signature of Property Owner

Printed Name of Property Owner

Date



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

*See
Revised*

As owner of the property located at _____,
Florida, property reference number(s) _____

I hereby designate _____ for the sole purpose
of completing this application and making a presentation to the:

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

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

Agent Name: _____ Email: _____

Address: _____ Phone: _____

Signature of Property Owner

Printed Name of Property Owner

Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____,
by _____.

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

Signature of Notary

Printed Name of Notary

(Notary Seal)



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2012-25

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 7008 W. Jackson + 619 N. 70th,
Florida, property reference number(s) _____

I hereby designate Mr. 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 19th day of Nov 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: Wiley C "Buddy" Page Email: _____
Address: Hamilton Lane, Pace 71 Phone: 850-232-9853

<u>C. Freddy Powell</u> Signature of Property Owner	<u>C. Freddy Powell</u> Printed Name of Property Owner	<u>11/19/12</u> Date
_____	_____	_____

STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 19th day of November 20 12,
by _____

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

<u>Margaret A. Cain</u> Signature of Notary	<u>Margaret A. Cain</u> Printed Name of Notary
--	---





AFFIDAVIT OF ACKNOWLEDGEMENT

As applicant for rezoning of the property located at 617 N. 70th AVE & 7008 W. JACKSON ST., Florida, property reference number(s) 11-25-315410-000-000
11-25-31-5410-001-001 I affirm this to be a voluntary request and hereby acknowledge if this parcel is designated C2NA, then notwithstanding any other provision of LDC section 6.05.16, bars, nightclubs, and adult entertainment uses shall be prohibited uses for this parcel.

Applicant Name: C. Freddy Powell Email: _____
Address: 7008 W. JACKSON ST Phone: 860-453-8142

C. Freddy Powell
Signature of Applicant

Printed Name of Applicant

9/19/2012
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 19th day of September 2012,
by Freddy Powell

Personally Known Produced Identification Type of Identification Produced: FI P400-106-44-024-0
Exp 1-2013

Margaret A. Cain
(Notary Seal)
Signature of Notary

Margaret A. Cain
Printed Name of Notary

Rezoning Criteria

7008 West Jackson Street

December 27, 2012

A. Consistency with the Comprehensive Plan

The Comprehensive Plan provides for compatible land uses and this area of the County is classified as Mixed Use Urban uses which includes the combination of residential and neighborhood commercial uses.

B. Consistency with this Code

The R6-NC request is consistent with **Sec. 6.05.13** Intent and Purpose of District portion of the adopted Escambia County Land Development Code.

C. Compatibility with surrounding areas

A Power Point presentation will be made before the Planning Board to specifically identify current uses in the neighborhood surrounding the subject property.

D. Changed conditions:

None observed

E. Effect on the natural environment.

If approved, this change in zoning is not anticipated to have any impact on the natural environment.

F. Development patterns

A power Point presentation will be made to the Planning Board to specifically identify the development patterns within this area of west Jackson Street.

250
100.00

PREPARED BY:

RECORD & RETURN TO:

Prepared by:

Lawyers Title Agency of North Florida, Inc.

721 East Gregory Street

Pensacola, FL 32501

File No: PNS-04-06988

OR BK 5548 PG1486
Escambia County, Florida
INSTRUMENT 2004-316676

DEED DOC STAMPS PB & ESC CO \$ 700.00
12/27/04 ERNIE LEE MAGANA, CLERK

This Warranty Deed

Made this 22nd day of December, 2004 by James H. Frederick and Margot A. Frederick, husband and wife,

[Handwritten mark] hereinafter called the grantor, to C. Freddy Powell

whose post office address is: 617 North 70th Avenue, Pensacola, FL 32506, hereinafter called the grantee:

(Whenever used herein the term "grantor and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

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

- see attached Schedule "A" for legal description -

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 11-2S-31-5410-000-000

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2004.

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

Signed, sealed and delivered in our presence:

1st Witness Sign: Steve Bogart

Print Name: Steve Bogart

2nd Witness Sign: Nancy L. Killion

Print Name: Nancy L. Killion

James H. Frederick
James H. Frederick

Margot A. Frederick
Margot A. Frederick

5304 Lillian Highway
Pensacola, FL 32506

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 22nd day of December, 2004, by James H. Frederick and Margot A. Frederick, husband and wife, who produced a current drivers license as identification.



Chris Jones

Escambia County Property Appraiser

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

[Back](#)

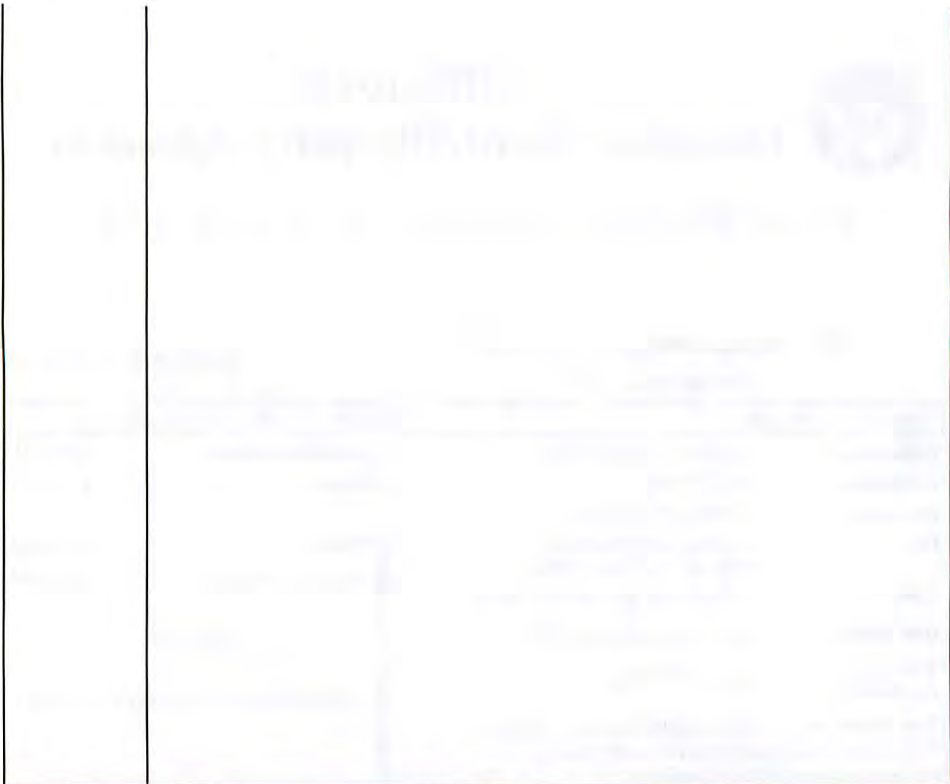
Navigate Mode |
 Account |
 Reference

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[Get Map Image](#)
[Launch Interactive Map](#)

<p>Section Map Id: 11-2S-31-2</p> <p>Approx. Acreage: 0.2600</p> <p>Zoned: <input type="button" value="🔍"/> R-2</p>	
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Buildings

Building 1 - Address:7008 W JACKSON ST, Year Built: 1966, Effective Year: 1966

Structural Elements

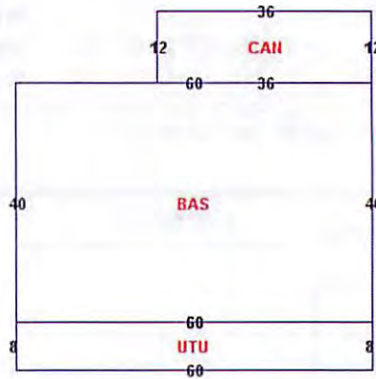
FOUNDATION-SLAB ON GRADE
EXTERIOR WALL-SIDING-BLW.AVG.
NO. PLUMBING FIXTURES-2.00
EXTERIOR WALL-CONCRETE BLOCK
ROOF FRAMING-FLAT/SHED
ROOF COVER-BLT UP ON WOOD
INTERIOR WALL-PANEL-PLYWOOD
NO. STORIES-1.00
INTERIOR WALL-EXPOSED BLK/BRK
FLOOR COVER-TERRAZZO
DECOR/MILLWORK-MINIMUM
HEAT/AIR-CENTRAL H/AC
STRUCTURAL FRAME-MASONRY
PIL/STL

Areas - 3312 Total SF

BASE AREA - 2400

CANOPY - 432

UTILITY UNF - 480



Images



7/25/08



7/25/08



5/18/10

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

Last Updated:06/07/2012 (tc.1647)



ALVIN R. WALKER LAND SURVEYING

TELEPHONE NO
(850) 968-0300

1108 KATHLEEN AVENUE CANTONMENT, FL 32533

FAX NO.
(850) 968-0301

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

BOUNDARY SURVEY

LAND DESCRIPTION

Commence at the Southwest corner of the East half of the South half of Lot 5, Section 11, Township 2 South, Range 31 West, Escambia County, Florida, thence East along the South line of said section a distance of 138 50 feet, thence North a distance of 20 00 feet to the North right of way line of Jackson Street, thence East along said right of way line a distance of 9 90 feet for a point of beginning, thence continue East along the same course a distance of 84 80 feet to the West right of way line of 70th Avenue, thence deflect 90 degrees 00 minutes 00 seconds left along said right of way line a distance of 140 00 feet, thence deflect 90 degrees 00 minutes 00 seconds left a distance of 84 30 feet thence deflect 89 degrees 47 minutes 50 seconds left a distance of 140 00 feet to the point of beginning, less and except road right of way as described in Official Records Book 4482, Page 727

NOTES

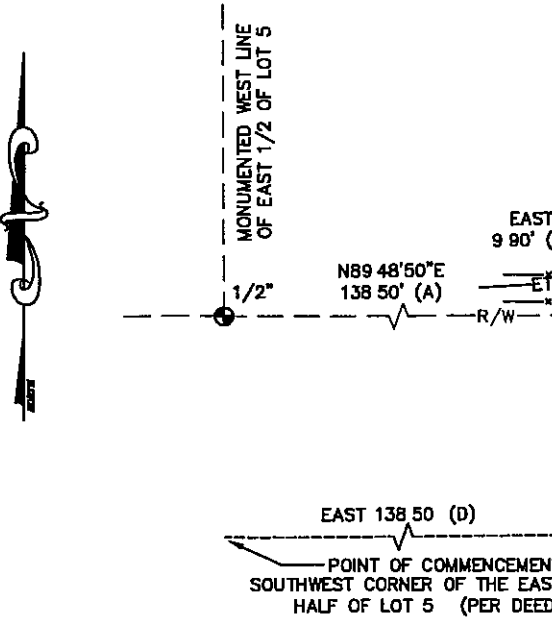
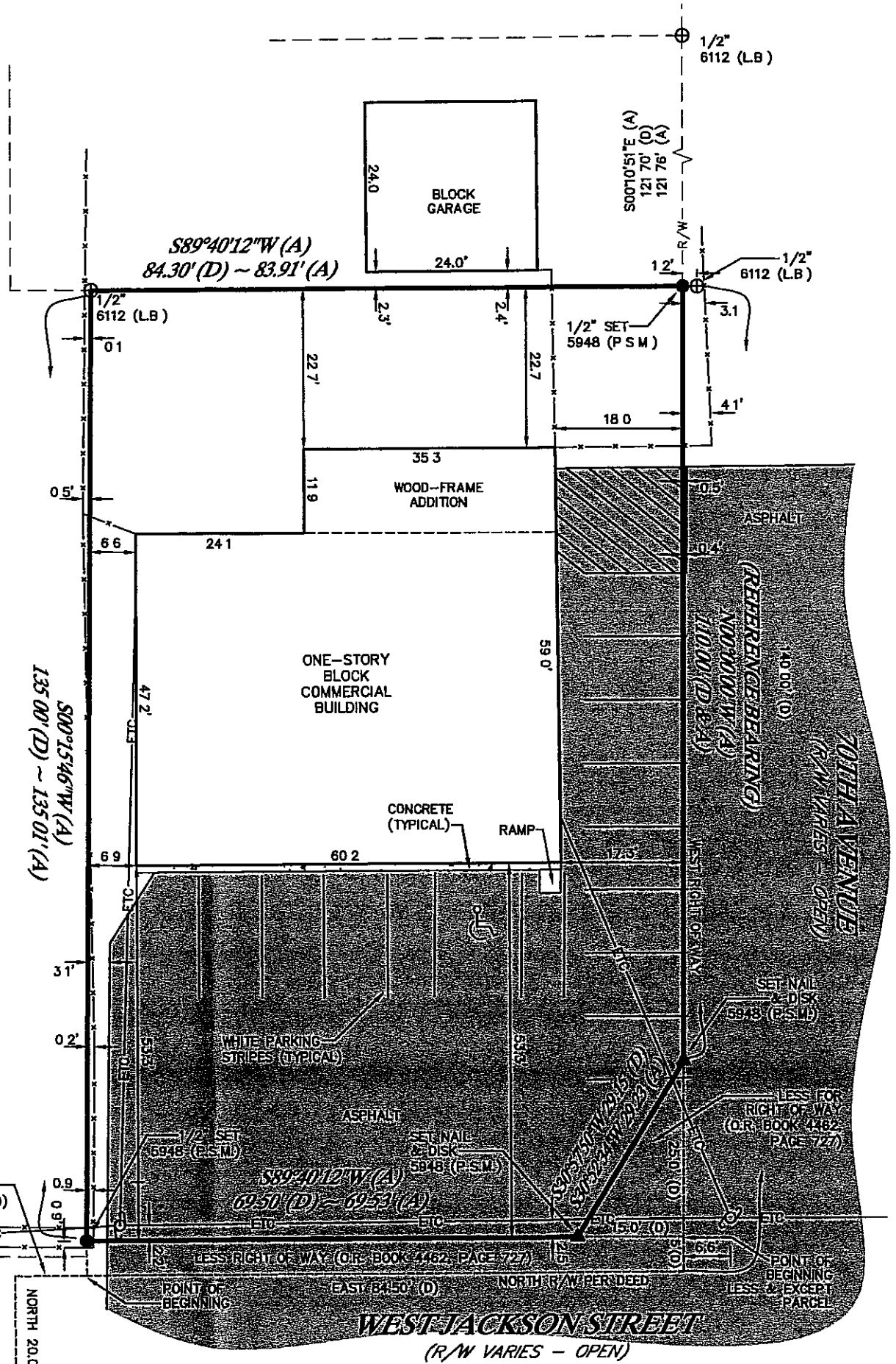
Source of Information Recorded Plat Description as furnished by client There may be additional restrictions, easements and/or right-of-ways that were not furnished to this firm that may be found in the public records of said County Footings, foundations or any other subsurface structures not located No title work performed by this firm This survey does not reflect or determine ownership Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties Fences are exaggerated for clarity There appears to be conflicts of the physical location of the West line of the East half of Government Lot 5 Boundary lines were established using existing monumentation and improvements An attorney should be consulted as to limits of ownership

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

Address 7008 West Jackson Street

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

Basis of Bearings Assuming N00°00'00"W along the Westerly right of way of 70th Avenue



LEGEND:

- 4x4 (P.R.M.) Permanent Reference Monument Found
- 4x4 Concrete Monument Found
- Capped Iron Rod Found
- Iron Rod Unnumbered Found
- Iron Pipe Unnumbered Found
- (P.C.P.) Permanent Control Point Found
- Nail & disk Found
- 1/2" Capped Iron Rod L.S. #5948 Set
- Utility Pole
- Guy Anchor Wire
- E-T-C Aerial Electric, Telephone Cable Lines
- Chain Link Fence
- Wire Fence
- Wood Fence
- R/W Right of Way
- B.S.L. Building Setback Line
- CONC. Concrete
- Centerline
- Property Line
- P.O.L. Point on Line
- P.D.C. Point of Commencement
- P.B. Point of Beginning
- P.C. Point of Curvature
- P.T. Point of Tangency
- P.I. Point of Intersection
- P.R.C. Point of Reverse Curvature
- P.C.C. Point of Compound Curvature
- R Radius
- Delta L Length of Arc
- C Chord
- CB Chord Bearing
- T Tangent
- (P) Plat
- (D) Description or Deed
- (A) Actual
- (TYP) Typical
- L.S. Licensed Surveyor
- L.B. Licensed Business
- Indicates Covered
- Set Hub & Tack
- Benchmark
- NR Non-Radial
- C.M. Concrete Monument
- N.T.S. Not to Scale
- El. Elevation

NOTE: ALL MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARDS

JOB NO 12-08-091 FILE NO B-2484 SCALE 1"=20
REQUESTED BY FREDDY POWELL DWG NAME 1208091
DATE OF SURVEY 08/31/12 ENCROACHMENTS AS SHOWN
FIELD BOOK 92 PAGE 43-44 REVISIONS

SURVEYOR'S CERTIFICATE:

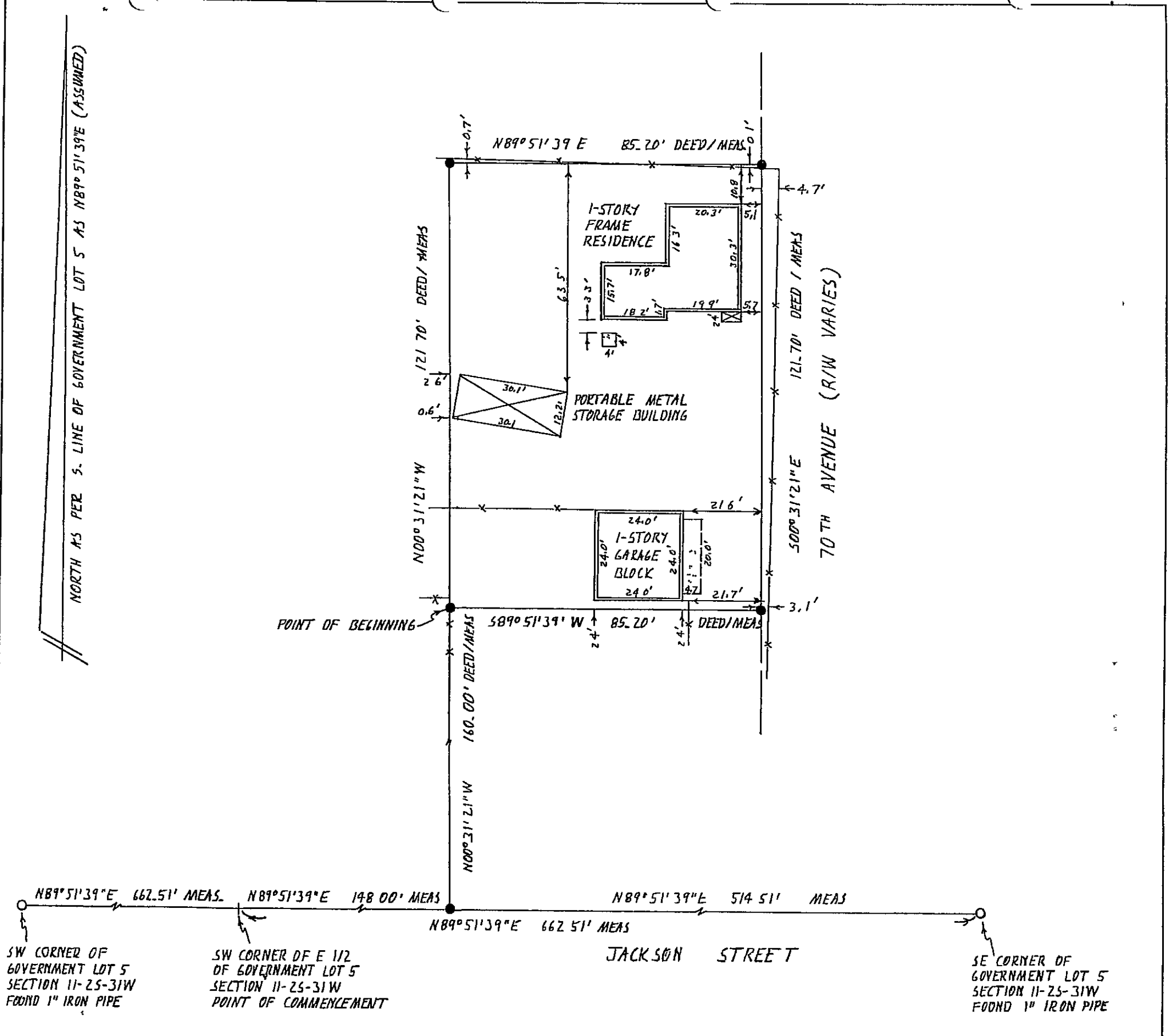
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17050, 5J-17051 AND 5J-17052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES

ALVIN R. WALKER II, P.S.M. NO 5948
STATE OF FLORIDA

DRAWN BY: ARW/BTC



NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL



LEGAL DESCRIPTION: (PREPARED AT THE CLIENT'S REQUEST)

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF GOVERNMENT LOT 5, SECTION 11, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE NORTH 89°51'39" EAST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 5 A DISTANCE OF 148 00 FEET, THENCE NORTH 00°31'21" WEST A DISTANCE OF 160 00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°31'21" WEST A DISTANCE OF 121 70 FEET, THENCE NORTH 89°51'39" EAST A DISTANCE OF 85 20 FEET, THENCE SOUTH 00°31'21" EAST A DISTANCE OF 121 70 FEET, THENCE SOUTH 89°51'39" WEST A DISTANCE OF 85 20 FEET TO THE POINT OF BEGINNING CONTAINING 0.238 ACRE, MORE OR LESS

● SET 1/2" CAPPED ROD NO LB6112

**THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP

Lands shown hereon were not abstracted for easements and/or rights-of-way recorded or unrecorded, AND underground portion of foundations, footings, or any other underground structures were not located unless otherwise noted. Measurements were made in accordance with United States standards. A complete list of abbreviations and symbols used in the legal description and sketch are shown on an attached sheet. Property is subject to setbacks, easements and restrictions of records.

BASIS OF BEARING SEE NORTH ARROW ABOVE			<p align="center">CERTIFICATE</p> <p>THIS IS TO CERTIFY THAT I HAVE RECENTLY SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE CAPTION AND THAT THE ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.</p> <p align="center"><i>William T. Butler</i></p> <p>Registered Land Surveyor No. WILLIAM T BUTLER 3774 State of Florida</p>			<p align="center">NOT VALID UNLESS SIGNED, DATED AND STAMPED WITH EMBOSSED SEAL.</p> <p align="right">LB # 6112</p>		
SOURCE OF INFORMATION								
REVISIONS	DATE	FB/P.G.						
REVISED LEGAL	1/13/97	419/76						
SCALE 1"=30'	TYPE BOUNDARY	OWNER	DATE 12/23/96	ORDER NO 96-12-069	FIELD BOOK 416/51-52&58			



Butler & Associates, Inc.
Land Surveying

ACREAGE TOPOS SUBDIVISIONS PLANNING COMMERCIAL

1149 CREIGHTON ROAD PLANTATION MANOR SUITE 5
P O BOX 15147 • PENSACOLA FLORIDA 32514
(904) 476-4768 • FAX (904) 476-4945



Development Services Department
Escambia County, Florida

PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM

11-25-31-5410-001-001
Property Reference Number

Freddy Powell
Name

7008 W Jackson St.
Address

Owner Agent

Referral Form Included? **Y / N**

MAPS PREPARED

- Zoning
- FLU
- Aerial
- Other: _____

PROPERTY INFORMATION

Current Zoning: R-2 Size of Property: .26 +/-
 Future Land Use: MU-U Commissioner District: 1
 Overlay/AIPD: NA Subdivision: —
 Redevelopment Area*: N/A

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

COMMENTS

Desired Zoning: C-2NA

Is Locational Criteria applicable? _____ If so, is a compatibility analysis required? NO

Applicant wishes to rezone to C-2NA to allow outdoor storage w commercial business
Applicant is requesting a fee waiver & would submit with application.

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

Staff present: Allyson Cain Date: 8/1/12

Applicant/Agent Name & Signature: Freddy Powell

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

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

(Revised 03/29/2011)



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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: 1-7-2013

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z 2012-25

OR

Agenda Item Number/Description:

[X] In Favor [] Against

*Name: BUDDY PAGE

*Address: 5337 HAMILTON LN *City, State, Zip: PACE 32571

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

Please indicate if you:

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

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

All items with an asterisk * are required.

Chamber Rules

- 1. All who wish to speak will be heard.
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

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1/7/2013

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: 25

OR

Agenda Item Number/Description:

In Favor Against

*Name: Freddy Powell

*Address: 7008 *City, State, Zip:

Email Address: Phone:

Please indicate if you:

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

All items with an asterisk * are required.

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ESCAMBIA COUNTY, FLORIDA

Development Services Department
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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 01-07-13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2012-25

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor [checked] Against

*Name: Nancy Clark

*Address: 7119 W. Jackson St *City, State, Zip: Pensacola, FL 32506

Email Address: nclark7119@bellsouth.net Phone: 455-9588

Please indicate if you:

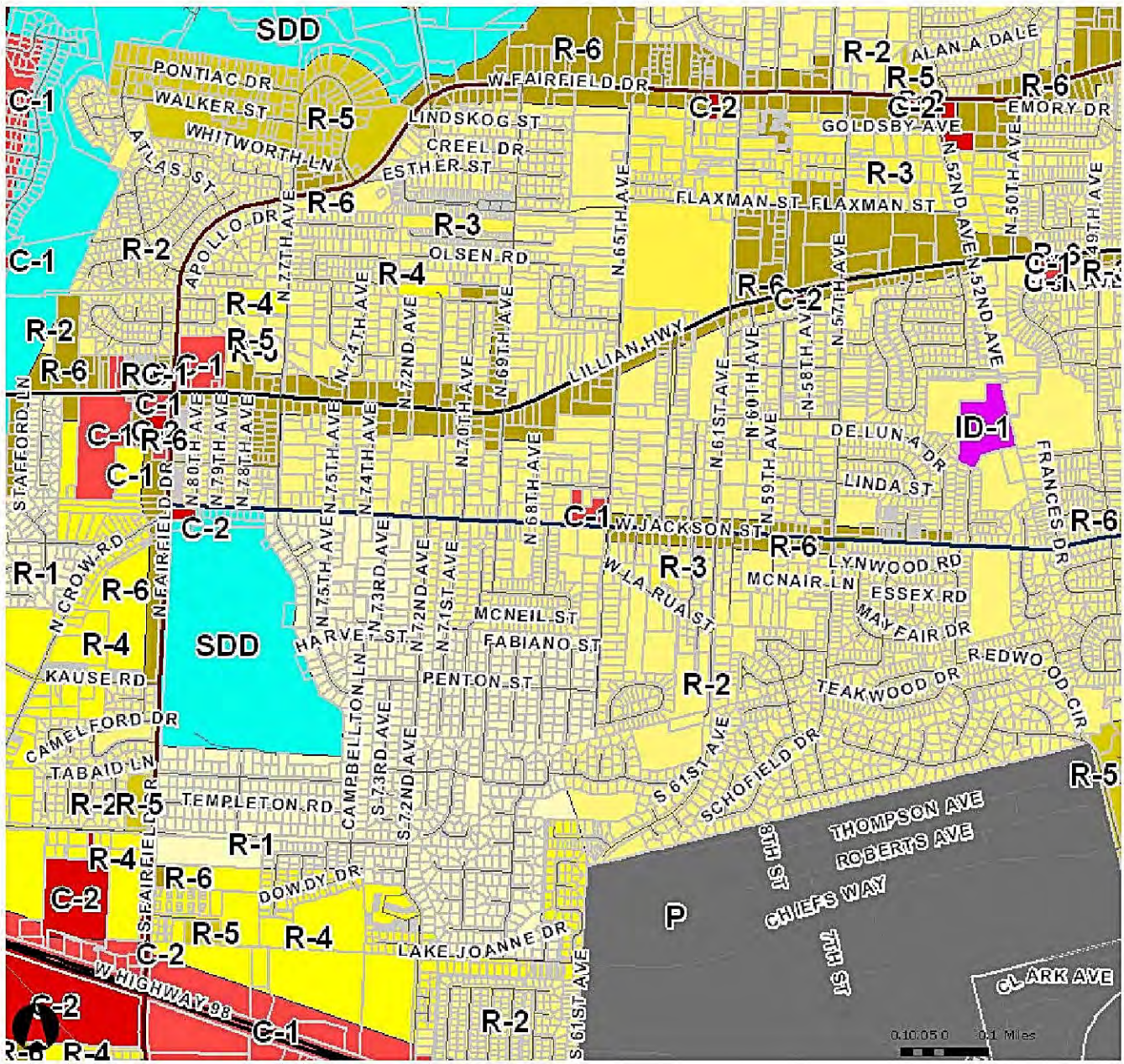
[checked] would like to be notified of any further action related to the public hearing item.

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Address **7074 West Jackson Street**

Address is approximate



Applicant Exhibit B

7008 West Jackson Street

Neighborhood Land Uses







69th & Jackson St.



69th & Jackson



72nd & Jackson



72nd & JACKSON

Z-2012-16

13

1 Z2012-16

2

3 Applicant: Donna Schneider, Owner

4 Address: Hanks Rd.

5 From: P, Public District

6 To: VAG-1, Village Agriculture District

7

8 MR. BRISKE: We have, it looks like, six cases

9 to be heard today. Okay. Our first rezoning

10 request is Case Z-2012-16. Applicant, Donna

11 Schneider, who is the owner on Hanks Road. This is

12 from a Public District to VAG-1, Villages

13 Agricultural.

14 And Member of the Board, I'll ask if there's

15 been any ex parte communication between you, the

16 applicant and applicant's agents, attorneys or

17 witnesses, also with any fellow Planning Board

18 members or anyone from the general public prior to

19 this hearing. When you respond, also please note if

20 you have visited the subject property and also

21 please disclose if you are a relative or business

22 associate of the applicant or the applicant's agent.

23 And we'll start all the way down at the end. Good

24 morning.

25 MS. ORAM: Good morning. And no to all of the

above.

MR. BRISKE: Thank you.

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14

1 MS. HIGHTOWER: No to all the above.

2 MR. GOODLOE: No to all.

3 MR. WOODWARD: No to all.

4 MR. BRISKE: Chairman, no to all of the above.

5 MR. TATE: No.

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

7 MR. WINGATE: No contact.

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

9 MR. BRISKE: Thank you. Okay. We typically

10 will go into the maps and photographs at this point.

11 Are we able to get them on our screen? I can't see.

12 A black screen.

13 MS. CAIN: Is everyone out up there?

14 MS. SINDEL: Yes.

15 MS. CAIN: I was just going to put them on --

16 the rezonings on the maps at this particular time

17 for 16.

18 MR. BRISKE: Just a reminder to everyone.

19 Remember the court reporter is recording verbatim.

20 We can only have one person speaking at a time. So

21 we don't the luxury of all of our recordings today.

22 So Allyson, please, what page would you like for us

23 to be on?

24 MS. CAIN: I don't know what page it is, but I

25 know it's Case 16. Your bookmarks, if your

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15

1 bookmarks are available?

2 MS. HIGHTOWER: Eight of 248.

3 MR. BRISKE: Okay. Page 8 of 248.

4 MS. HIGHTOWER: Is where they start.

5 MR. BRISKE: Who will be explaining the maps?

6 MS. CAIN: I will.

7 MR. BRISKE: Okay. Let's go ahead and just

8 have one of the Staff members just explain what the

9 Board members are looking at in case there's any

10 questions, please.

11 MS. CAIN: The first one is the locational and

12 the wetlands map. And then the next one would be

13 the 500 foot zoning map showing the parcel as P for

14 public in the surrounding VAG-1 zoning. The next

15 one is the future land use map showing all of the

16 area is agricultural. The existing land use map

17 shows the croplands and some single family and

18 agricultural land. The next one is a view of the

19 aerial map. And then next we have all the signs,

20 the public notice signs and then all the pictures.

21 Do you want me to describe each picture?

22 MS. SINDEL: No.

23 MR. BRISKE: I think we'll just leave it open.

24 Board members, if you have any questions on a

25 particular picture then we'll address those. We'll

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16

1 give you just a few moments here to review the

2 pictures.

3 Are there any questions on the pictures from

4 the Board members?

5 Okay. Ms. Schneider, would you please come

6 forward.

7 MS. CAIN: And I believe it's going to be her

8 son, Rob.

9 MR. WOODWARD: I'm going to have to recuse

10 again.

11 MS. CAIN: Robert.

12 MR. SCHNEIDER: Ronald.

13 MR. BRISKE: Our maps have come up on our

14 computers now. Look at that.

15 Good morning, sir.

16 MR. SCHNEIDER: Good morning.

17 MR. BRISKE: Hold on just one moment while we

18 see if we have audio back. Okay.

19 MR. JONES: No audio.

20 MR. BRISKE: We're getting halfway there at

21 least, right.

22 MR. JONES: At least you can see.

23 MR. BRISKE: All right. Our court reporter

24 will swear you in, sir. Please raise your right

25 hand.

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1 (WHEREUPON, Mr. Schneider was sworn).
 2 MR. BRISKE: Sir, if you'll please state your
 3 name and address for the record.
 4 MR. SCHNEIDER: Ronald Schneider. 9251 Bratt
 09:31AM 5 Road, Century, Florida, 32535.
 6 MR. BRISKE: And you are acting as the agent
 7 for Donna Schneider, the owner?
 8 MR. SCHNEIDER: That's correct.
 9 MR. BRISKE: Thank you, sir. Did you receive a
 09:31AM 10 copy of the rezoning hearing package with the
 11 Staff's Findings-of-Fact?
 12 MR. SCHNEIDER: Yes.
 13 MR. BRISKE: And do you understand that you
 14 have the burden of providing substantial, competent
 09:31AM 15 evidence that the proposed rezoning is consistent
 16 with the Comprehensive Plan, furthers the goals,
 17 objectives and policies of that Comprehensive Plan
 18 and is not in conflict with any portion of the
 19 County's Land Development Code?
 09:31AM 20 MR. SCHNEIDER: Yes.
 21 MR. BRISKE: Please, proceed.
 22 MR. SCHNEIDER: I'm representing my mother. My
 23 father passed away during the time that this
 24 application has been presented. So just following
 09:32AM 25 up. And we are in favor of changing this. This was
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18

1 actually property that was owned by the County,
 2 which my father traded, for a park, which they have
 3 built a nice park on the new property. And he was
 4 desiring this to be changed to VAG-1.
 09:32AM 5 MR. BRISKE: Okay. And are you accepting the
 6 Staff's Findings-of-Fact as presented?
 7 MR. SCHNEIDER: Yes.
 8 MR. BRISKE: Board members, questions of Mr.
 9 Schneider?
 09:32AM 10 All right sir. If you'll just have a seat, we
 11 may have some other questions for you. At this time
 12 who will be doing the presentation on behalf of the
 13 Staff? Allyson.
 14 MS. CAIN: I will. This is the rezoning Case
 09:32AM 15 Z-2012-16 on Hanks Road. They're going from Public
 16 District zoning to VAG-1. And at this time Staff,
 17 when they did their review, this case met all the
 18 criteria, the Criteria 1 through 6.
 19 This project will be going through a Large
 09:33AM 20 Scale Map Amendment. Actually, the Large Scale Map
 21 Amendment went to the Planning Board and then just
 22 went to the BCC, who approved it for transmittal to
 23 the Department of Economic Opportunity. So whatever
 24 your decision or recommendation is today will be
 09:33AM 25 held until we get response back from DEO. And then
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19

1 we will schedule it for the final approval before
 2 the Board of County Commissioners. So your approval
 3 will be contingent upon the BCC approval.
 4 MR. BRISKE: Okay. And if I remember
 09:33AM 5 correctly, there was another parcel that was
 6 involved, as well, at that same time?
 7 MS. CAIN: Yes. It was a small scale for seven
 8 acres, I believe.
 9 MR. BRISKE: Okay. With our new, I guess,
 09:34AM 10 abbreviated agenda, I'm going to ask Mr. West, will
 11 this amount of testimony be appropriate since the
 12 applicant is in agreement and the Staff is in
 13 agreement? Do you remember we talked about that
 14 where -
 09:34AM 15 MR. WEST: It should be adequate. I mean,
 16 what's being provided to you, though, is the text
 17 that's in the agenda packet. So without anything
 18 further, that's what you're basing your decision on.
 19 MR. BRISKE: Okay.
 09:34AM 20 MS. CAIN: And there's no one here from the
 21 public to speak on this?
 22 MR. BRISKE: I have no other speakers on it,
 23 that's correct.
 24 Well, I mean, typically in the past we've had
 09:34AM 25 the Staff member recite each criteria. I guess what
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1 I'm getting at in the effort of being brief, is that
 2 necessary to recite it? Because this is already
 3 part of the record, so is it necessary to verbally
 4 recite it?
 09:35AM 5 MR. WEST: It's not. As long as what's in here
 6 is adequate for your decision, then that's adequate
 7 for the decision.
 8 MR. BRISKE: Okay.
 9 MR. WEST: But the recital by Staff, I think,
 09:35AM 10 was more a courtesy to members of the audience who
 11 might want to hear the actual analysis and comment.
 12 So it's just if you wanted to query the audience to
 13 see if there's anybody else who had any comments or
 14 wanted to hear any of that, that might be
 09:35AM 15 appropriate.
 16 MR. BRISKE: Okay. Members of the public, what
 17 we're talking about is the Staff prepares the
 18 Findings-of-Fact on these cases. And they go
 19 through each of the six criteria and they give
 09:35AM 20 statements on each of these six criteria. In the
 21 past those packages were provided to the Board and
 22 to the applicant. And in past we would have the
 23 Staff member actually read them into the record,
 24 which sometimes was quite time consuming. If anyone
 09:36AM 25 would like to hear those criteria you certainly -
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21

1 just notate it and we'll be happy to. The Board
 2 members are given the package earlier and have
 3 reviewed all of it. And the applicant has,
 4 obviously, been given an opportunity to present
 09:36AM 5 anything they want to.
 6 So is there anyone here that would like for us
 7 to verbally read all the criteria in?
 8 All right. Hearing none, then we'll accept
 9 what is in the package as the Staff's
 09:36AM 10 Findings-of-Fact. Board members, obviously, you
 11 have the option of asking any questions of Staff.
 12 Are there questions for the staff at this time?
 13 MR. TATE: I do have a couple of questions.
 14 They're not necessarily concerning the nature of the
 09:36AM 15 rezoning, itself, but goes to the purpose of the
 16 rezoning.
 17 In this case the applicant traded land with the
 18 County. Has that land that the County traded, has
 19 that been rezoned to public or does that happen just
 09:37AM 20 automatically?
 21 MR. WEST: It doesn't happen automatically, but
 22 I don't know that the actual zoning –
 23 MR. TATE: Is necessary.
 24 MR. WEST: – district for that property that
 09:37AM 25 was received. I assume it's the same that it had
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22

1 when the transaction took place.
 2 MR. TATE: And when a sale of this, or a trade
 3 of this nature takes place, it's obvious the intent
 4 of the county is to allow the seller to use the
 09:37AM 5 property. Can we not have a mechanism in place that
 6 grants the zoning of the surrounding zoning to that
 7 public parcel without having to go through this
 8 process? I don't know if the applicant has borne
 9 any cost, but if they have, two rezonings, small
 09:37AM 10 scale amendment, and a large scale.
 11 MR. WEST: No. This should have been rezoned
 12 prior to the transaction, and since it wasn't, as I
 13 understand, Staff processed this without any cost to
 14 the applicant.
 09:38AM 15 MR. TATE: That's great. Is there any way to
 16 make it – I don't know, does it have to become a
 17 judicial process or quasi-judicial process when it's
 18 a sale or something of that nature?
 19 MR. WEST: There is an ordinance on the
 09:38AM 20 books –
 21 MR. TATE: Requires the –
 22 MR. WEST: – when the County conveys property,
 23 we typically do not review any status of that
 24 property, whether it be zoning or legal description.
 09:38AM 25 What we convey is what we convey without any
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23

1 representations on what it is. And it's up to the
 2 recipient to review that and make sure they're
 3 comfortable. And so in this case that just
 4 unfortunately didn't occur, but the Staff did
 09:38AM 5 process this to make sure that there was no cost to
 6 the applicant.
 7 MR. TATE: Thank you.
 8 MR. BRISKE: Other questions from the Board?
 9 Mr. Schneider, please come back forward.
 09:38AM 10 Sir, do you have any other questions or
 11 anything else to present to the Board?
 12 MR. SCHNEIDER: No, sir.
 13 MR. BRISKE: Board members, any questions of
 14 Mr. Schneider?
 09:39AM 15 MS. SINDEL: No.
 16 MR. BRISKE: All right. The Chair will
 17 entertain a motion.
 18 MR. TATE: I move that we approve rezoning of
 19 Case Number Z-2012-16 from P, Public District to
 09:39AM 20 VAG-1, contingent upon approval of the Department of
 21 Environmental Opportunity, the Large Scale Amendment
 22 that is before them at this time. And I also would
 23 like to concur that we agree with Staff's
 24 Findings-of-Fact in all cases.
 09:39AM 25 MR. GOODLOE: Second.
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24

1 MR. BRISKE: A motion and a second. Any
 2 further discussion? All those in favor, say aye.
 3 (Board members vote.)
 4 MR. BRISKE: Opposed?
 08:35AM 5 (None.)
 6 MR. BRISKE: We did have one recuse. Come on
 7 back in, sir.
 8 Sir, as you know, like Allyson said, they're
 9 still waiting for it to be approved and then it will
 09:40AM 10 have to go back through the Board of County
 11 Commissioners, but this is the first step of it. So
 12 just continue to work with the Staff members.
 13 MR. SCHNEIDER: Thank you.
 14 MR. BRISKE: Than you.
 15
 16 *****
 17
 18
 19
 20
 21
 22
 23
 24
 25
 TAYLOR REPORTING SERVICES, INCORPORATED

Planning Board-Rezoning

5. A.

Meeting Date: 09/10/2012

CASE : Z-2012-16

APPLICANT: Donna Schneider, Owner

ADDRESS: Hanks Rd

PROPERTY REF. NO.: 14-5N-32-2301-000-000

FUTURE LAND USE: Recreational (REC)

DISTRICT: 5

OVERLAY AREA: NA

BCC MEETING DATE:

SUBMISSION DATA:

REQUESTED REZONING:

FROM: P, Public District

TO: VAG-1, Village Agricultural District

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 Recreational (REC) Future Land Use (FLU) category 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.

Agricultural (AG) FLU is intended for routine agricultural and silvicultural related activities and very low density residential uses. Also allows for commercial activity limited to those endeavors

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 VAG-1 **is not consistent** with the intent and purpose of Future Land Use category REC as stated in CPP FLU 1.3.1 The current use of the land is residential which is **not** consistent with the land use category of Recreational (REC) intended for active and passive recreational activities and amenities.

The parcel is going through a future land use change from REC to AG. If the FLU amendment is to be granted, the rezoning request **would then be consistent** with the Agricultural Future Land Use category.

CRITERION (2)

Consistent with The Land Development Code.

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

FINDINGS

LDC 6.05.32 P, Public District. A. Intent and purpose. Publicly owned parcels for educational and correctional facilities and purposes, other public institutional uses, borrow pits and associated reclamation activities, collection and/or processing of solid waste, and sanitary landfills.

LDC 6.05.22. VAG, Villages Agriculture Districts. The villages agricultural districts are typically characterized by agriculturally-assessed parcels held for agricultural production and very low density residential development in agricultural communities. Single-family residential and rural community uses that directly support agricultural activities are allowed. The intent and purpose of VAG-2 district is characterized by the following types of agricultural lands: (a) Small rural land areas of highly productive agricultural soils that may not be economically viable in a mainstream farming operation due to their size, and changes being undertaken in the surrounding area; or (b) Rural land areas with a mix of small farm operations and a typical rural residential density of one unit per four acres. The soils of these areas are least valuable for agricultural production and most suitable for future conversion out of the rural land market; or (c) Rural land areas which are not being used to support large farming operations, and that are characterized by a mix of natural resources and soils typically unsuitable for urban residential densities or other urban uses unless sewered.

B. Permitted uses.

1. Agricultural, farm animals and agricultural-related activities and customary accessory buildings.
2. Silviculture.
3. Mariculture and aquaculture.
4. Single-family residences.
5. Campground and recreational vehicle parks.
6. Public utility.
7. Stables, private and public (minimum lot size two acres).
8. Animal hospitals, clinics and kennels (minimum lot size two acres).

9. Display and sale of fruit, vegetables and similar agricultural products.
10. Mobile homes as single-family dwellings, subject to the other relevant provisions of this Code.
11. Places of worship.
12. Educational facilities.
13. Clubs and lodges.
14. Guest residences.
15. Public utility and service structures not included in subparts C. or D., below.
16. Feed and farm equipment stores.
17. Other rural area related commercial uses meeting the locational requirements of Comprehensive Plan Policy 8.A.11.
18. Commercial communication towers less than 150 feet or less in height.
19. Home-based "cottage businesses" such as crafts, florists, woodworking, sewing, and similar uses.
20. Home occupations.
21. Family day care homes and family foster homes.
22. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
23. Motorized commercial recreation uses (minimum lot size 20 acres).
24. Golf courses, tennis centers, swimming clubs and customary attendant facilities and accessory buildings.
25. Hunting preserves, shooting ranges, gun and rifle clubs, etc.

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The intent and purpose of VAG-1 is characterized by land resources necessary to support large farming operations and the permitted uses range from single family residences to agricultural and agricultural 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 surrounding existing uses in the area. Staff observed all properties inside and outside of the 500' radius impact area to have a zoning designation of VAG-1.

CRITERION (4)

Changed conditions.

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

FINDINGS

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

CRITERION (5)

Effect on natural environment.

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

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were indicated** on the subject property. When applicable, further review during the site plan review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

Development patterns.

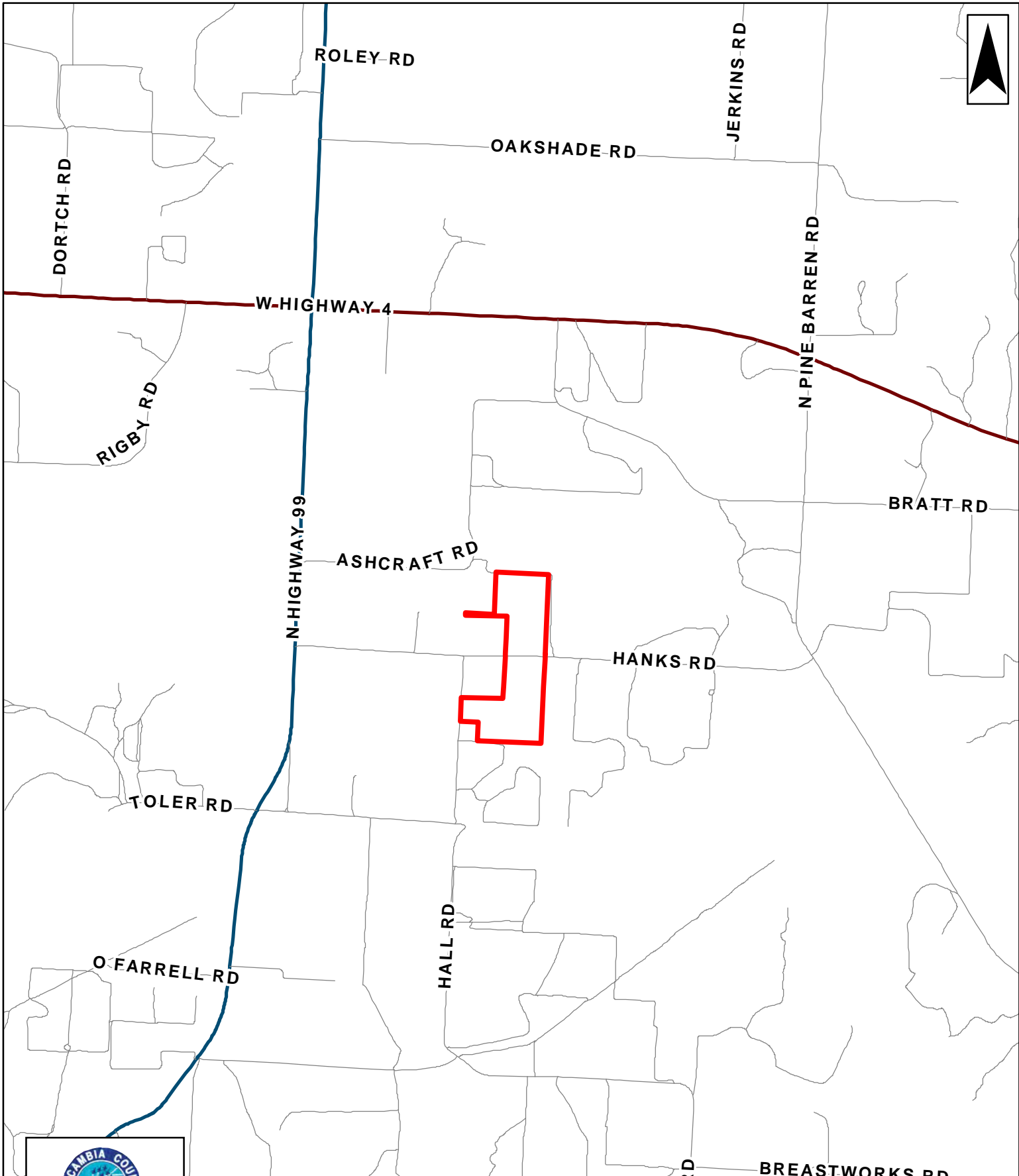
Whether and the extent to which the proposed amendment **would result** in a logical and orderly development pattern.


FINDINGS

The proposed amendment would result in a logical and orderly development pattern due to the fact that all surrounding parcels currently have the VAG-1 zoning designation.

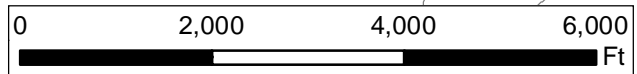
Attachments





Z-2012-16




 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-2012-16
500' LOCATION MAP



-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD



VAG-1

ASHCRAFT RD

VAG-1

HANKS RD

P

VAG-1

VAG-1

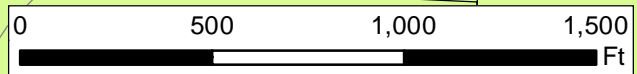
WIGGINS LN








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Andrew Holmer
Planning and Zoning Dept.

Z-2012-16 500' RADIUS ZONING



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



AG

ASHCRAFT RD

AG

AG

HANKS RD

AG

WIGGINS LN

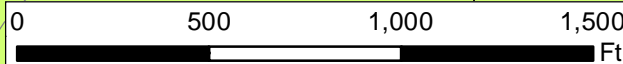
AG



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Andrew Holmer
Planning and Zoning Dept.

Z-2012-16 FUTURE LAND USE



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



ASHCRAFT RD

HANKS RD








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Andrew Holmer
Planning and Zoning Dept.

Z-2012-16 AERIAL MAP

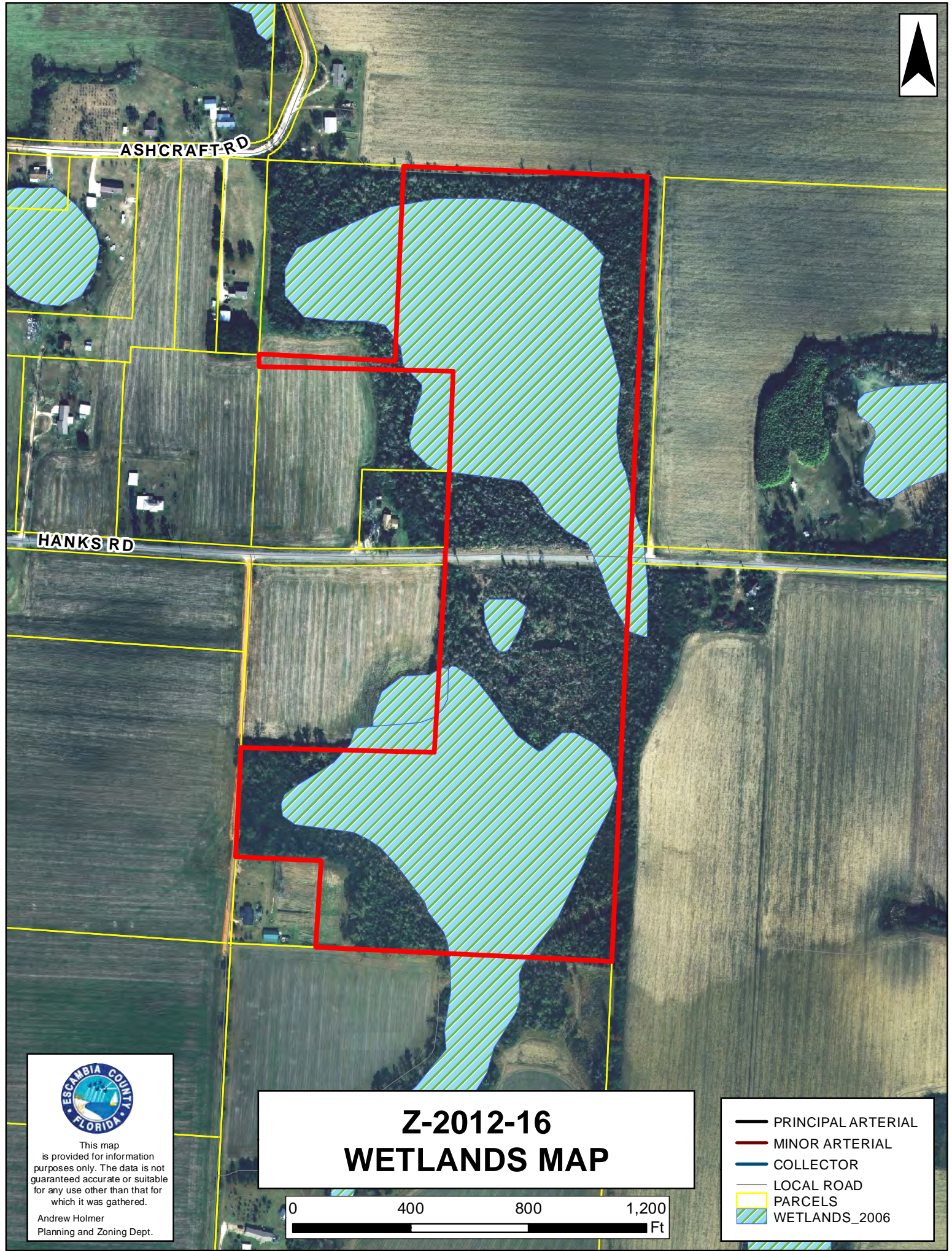


-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  PARCELS



ASHCRAFT RD

HANKS 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-2012-16 WETLANDS MAP



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS
- WETLANDS_2006



**NOTICE OF
PUBLIC HEARING
REZONING**

CASE NO.: Z-2012-16
CURRENT ZONING: P PROPOSED ZONING: VAG-1

PLANNING BOARD

DATE: TIME:

LOCATION OF HEARING

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

BOARD OF COUNTY COMMISSIONERS

DATE 02/07/13 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

PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY



LOOKING EAST



STATE OF
MISSISSIPPI
REZONING

STATE OF
MISSISSIPPI
REZONING

STATE OF
MISSISSIPPI
REZONING

LOOKING WEST



LOOKING NORTH



LOOKING SOUTH



LOOKING NORTHEAST



Development Services Department
Escambia County, Florida

APPLICATION

Z-2012-16

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: P to: VAG-1

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

Owner(s) Name: Kate Schneider Phone: _____

Address: 9061 Bratt Rd 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: Hanks Rd

Property Reference Number(s)/Legal Description: 14-SN-32-2301-000-000

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.

x Kate Schriber Signature of Owner/Agent Kate Schneider Printed Name Owner/Agent 5-10-12 Date

x Donna C. Schneider Signature of Owner #2 Donna C. Schneider Printed Name of Owner 5-10-12 Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 10th day of May 2012, by Mr Mrs Schneider

Personally Known OR Produced Identification Type of Identification Produced: 715536516441880

Margaret A. Cain Signature of Notary (notary seal must be affixed) Margaret A. Cain Printed Name of Notary

FOR OFFICE USE ONLY

CASE NUMBER Z-2012-16

Meeting Date(s): PB 7/9/12 Accepted/Verified by: ACain Date: 5/10/12

Fees Paid: \$ NA Receipt #: NA Permit #: PRZ 120600016



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2012-16

Small parcel

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 14-SN-32-2301-000-000

Property Address: Hanks Rd

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 10th DAY OF May, YEAR OF 2012.

Kate Schuch
Signature of Property Owner

Kate Schneider
Printed Name of Property Owner

5-10-12
Date

Donna C. Schneider
Signature of Property Owner

Donna C. Schneider
Printed Name of Property Owner

5-10-12
Date



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at _____,
Florida, property reference number(s) _____

I hereby designate _____ for the sole purpose
of completing this application and making a presentation to the:

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

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

Agent Name: _____ Email: _____

Address: _____ Phone: _____

Signature of Property Owner Printed Name of Property Owner Date

Signature of Property Owner Printed Name of Property Owner Date

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20 _____,
by _____.

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

Signature of Notary Printed Name of Notary (Notary Seal)



APPLICATION
ATTACHMENTS CHECKLIST

- NA 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. Rezoning: Boundary Survey of subject property to include total acreage, all easements, and signed & sealed by a surveyor registered in the state of Florida.
 BOA: Site Plan drawn to scale.
- NA 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.
- NA 9. Pre-Application Summary Form, Referral Form, Zoning Verification Request Form and/or copy of citation from Code Enforcement Department if applicable.
- NA 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.

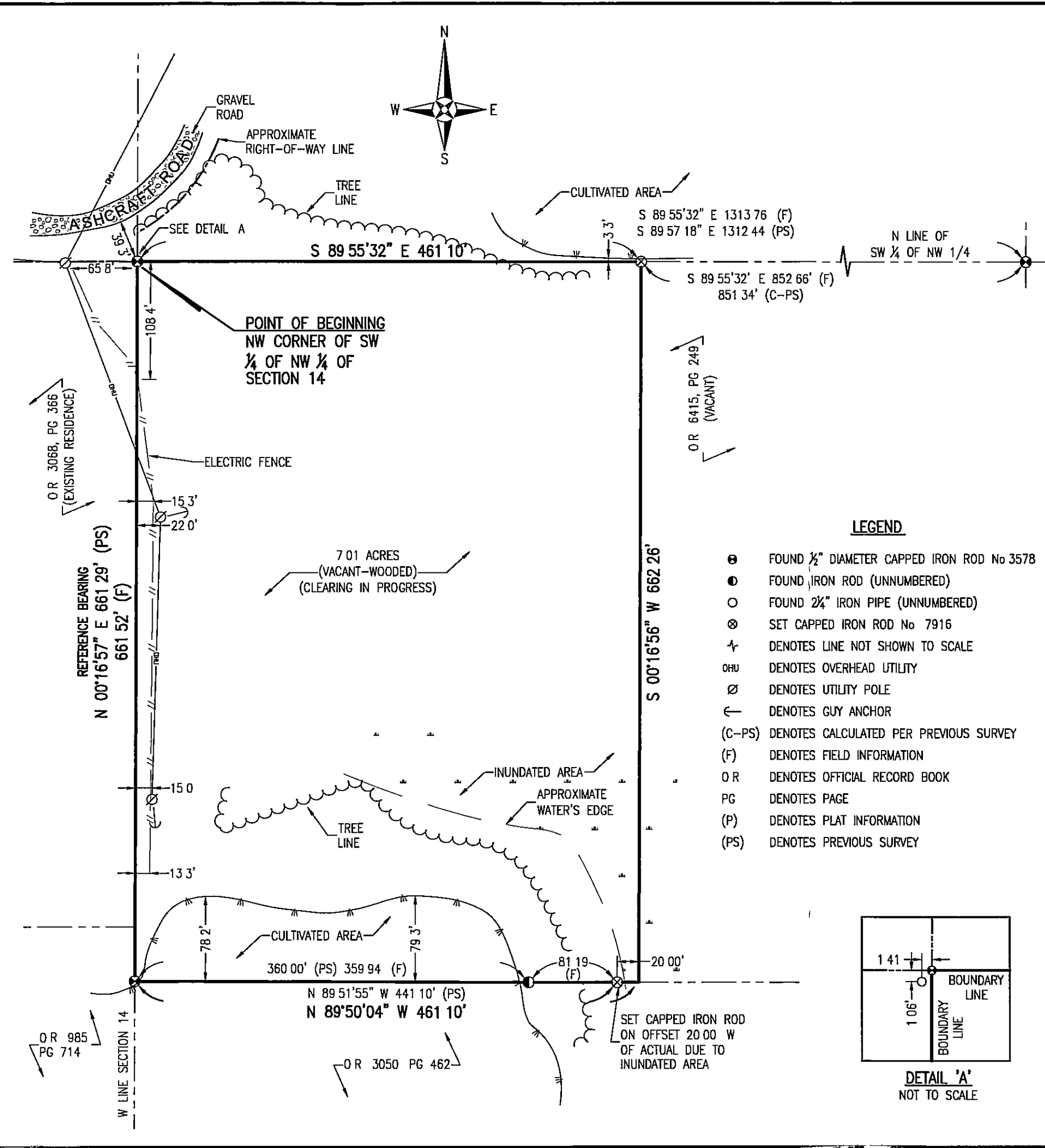
Please make the following three appointments with the Coordinator.

Appointment for pre-application meeting: _____

Appointment to turn in application: _____

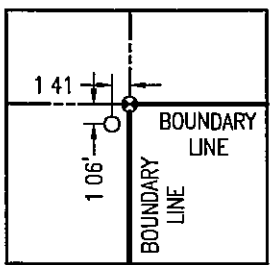
Appointment to receive findings-of-fact: _____

PA 2012 2012.020 STEVE HANKS BOUNDARY SURVEY HANKS DWG



LEGEND

- ⊙ FOUND 1/2" DIAMETER CAPPED IRON ROD No 3578
- FOUND IRON ROD (UNNUMBERED)
- FOUND 2 1/4" IRON PIPE (UNNUMBERED)
- ⊗ SET CAPPED IRON ROD No 7916
- ↖ DENOTES LINE NOT SHOWN TO SCALE
- OHU DENOTES OVERHEAD UTILITY
- ⊘ DENOTES UTILITY POLE
- ← DENOTES GUY ANCHOR
- (C-PS) DENOTES CALCULATED PER PREVIOUS SURVEY
- (F) DENOTES FIELD INFORMATION
- O R DENOTES OFFICIAL RECORD BOOK
- PG DENOTES PAGE
- (P) DENOTES PLAT INFORMATION
- (PS) DENOTES PREVIOUS SURVEY



DESCRIPTION

(AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

A PARCEL OF LAND BEING ENTIRELY IN SECTION 14, TOWNSHIP 5 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY FLORIDA THENCE SOUTH 89 DEGREES 55 MINUTES 32 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER FOR A DISTANCE OF 461 10 FEET THENCE DEPARTING SAID NORTH LINE PROCEED SOUTH 00 DEGREES 16 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 662 26 FEET THENCE PROCEED NORTH 89 DEGREES 50 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 461 10 FEET TO THE WEST LINE OF THE AFOREMENTIONED SECTION 14 THENCE PROCEED NORTH 00 DEGREES 16 MINUTES 57 SECONDS EAST ALONG SAID WEST SECTION LINE FOR A DISTANCE OF 661 52 FEET TO THE AFOREMENTIONED NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14 AND THE POINT OF BEGINNING

CONTAINS 7.01 ACRES MORE OR LESS

GENERAL NOTES

- 1 NORTH AND THE SURVEY DATUM SHOWN HEREON ARE REFERENCED TO A PREVIOUS SURVEY BY SCHUMER'S PROFESSIONAL SURVEYING, INC DATED 5-5-2008 AND NUMBERED 08F-022 DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION
- 2 NO TITLE SEARCH TITLE OPINION OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY THERE MAY BE DEEDS OF RECORD UNRECORDED EEDS EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY
- 3 IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY FLORIDA, COMMUNITY PANEL NUMBER 12033C0035G, EFFECTIVE DATE OF SEPTEMBER 26, 2006
- 4 VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON
- 5 VISIBLE UTILITIES ARE AS SHOWN HEREON
- 6 VISIBLE ENCROACHMENTS ARE AS SHOWN HEREON
- 7 THIS IS A NEW PARCEL SURVEYED PER THE CLIENTS REQUEST THE PARENT TRACT DESCRIPTION IS RECORDED IN OFFICIAL RECORD BOOK 6415 AT PAGE 249 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA
- 8 THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP
- 9 THIS SURVEY IS CERTIFIED TO MR STEVE HANKS
- 10 THE SUBJECT PROPERTY SHOWN HEREON DOES NOT APPEAR TO HAVE ACCESS TO THE ADJACENT COUNTY ROADWAY (ASHCRAFT ROAD) AS PER MAPS OF RECORD

SURVEYOR'S CERTIFICATION

The survey shown hereon was prepared in compliance with the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, pursuant to Section 471.027 Florida Statutes to the best of my knowledge and belief

Mark A. Norris
 MARK A. NORRIS
 PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NO 6211 2/22/12

REBOL-BATTLE & ASSOCIATES
 CIVIL AND ENVIRONMENTAL ENGINEERS
 2501 N. HIGHWAY 90A, SUITE 300
 PANAMA CITY, FLORIDA 32360
 TELEPHONE 850.433.0400 FAX 850.433.0448
 E-MAIL 850.433.0407 LTR18

SURVEY FOR
MR STEVE HANKS

A PORTION OF
 SECTION 14 TOWNSHIP 5 NORTH
 COUNTY ESCAMBIA

NO	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT: 2012-020
 DRAWN BY: CBD
 CHECKED BY: MAN
 SCALE: 1" = 100'
 F.B. 12-1
 PG. 30
 DATE: 2-13-2012

BOUNDARY SURVEY

PREPARED FOR: MR. STEVE HANKS
 REQUESTED BY: MR. STEVE HANKS

1 of 1

MORGAN OTHA D & CHRISTINE
3831 ASHCRAFT RD
CENTURY FL 32535

FEARS JUANITA
3460 HANKS RD
CENTURY FL 32535

WIGGINS FLORINE
4710 WIGGINS LN
CENTURY FL 32535

HANKS CARY S JR & CATHERINE A
193 CEDAR GROVE PKWY
MAYLENE AL 35114

HANKS STEVEN L & THERESA W
3855 ASHCRAFT RD
CENTURY FL 32535

SCHNEIDER KALE R
9061 BRATT RD
CENTURY FL 32535

LITTRELL LARRY J
29100 ONO BLVD
ORANGE BEACH AL 36561

PARKER WILLIAM R
4410 HALL RD
MCDAVID FL 32568

HANKS CARY S
3911 ASHCRAFT RD
CENTURY FL 32535

BOLERJACK JAMES D
3560 HANKS RD
CENTURY FL 32535

MORGAN DALTON O & CAROLYN E
2850 BREASTWORKS RD
MCDAVID FL 32568

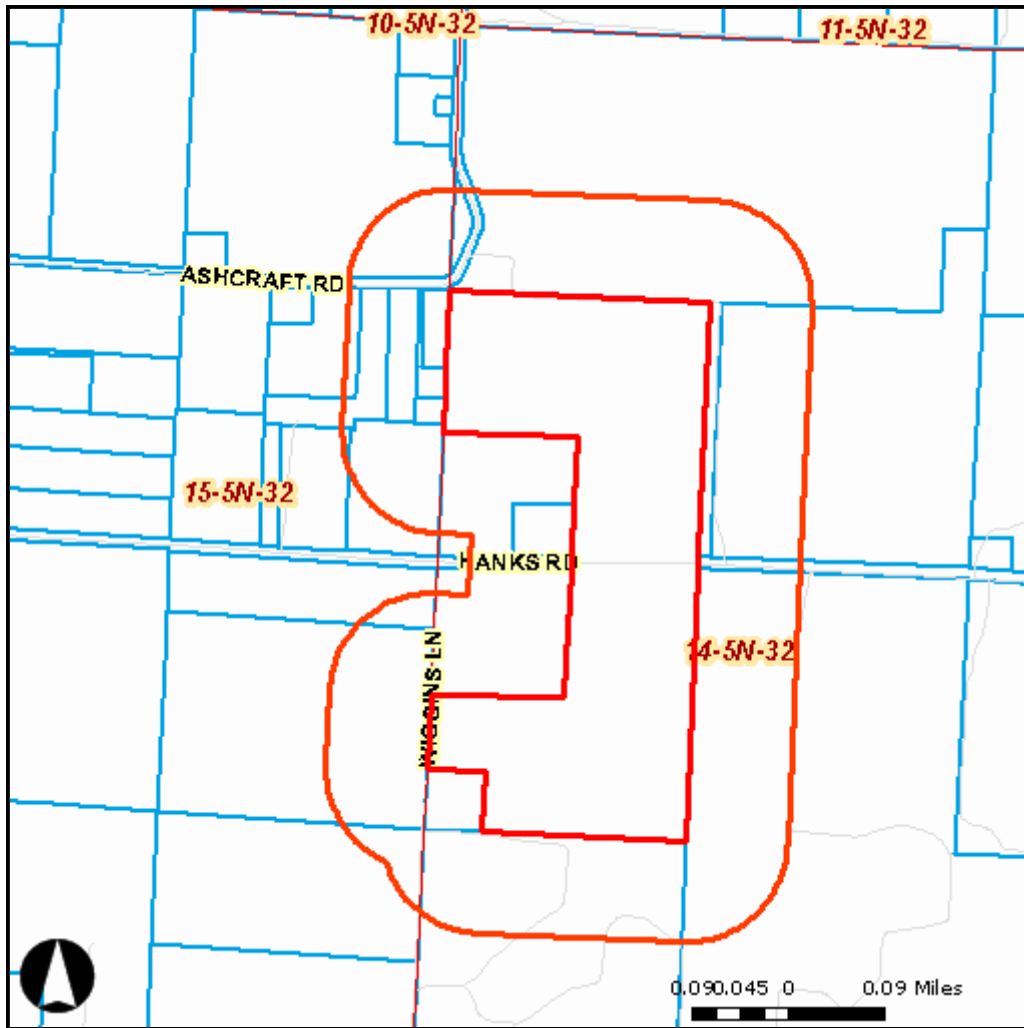
FAIRCLOTH DALE G
5190 N HWY 99
CENTURY FL 32535

BROWN MELBA E
3860 ASHCRAFT RD
CENTURY FL 32535

HANKS HOWARD E & MYRLE D
3540 HANKS RD
CENTURY FL 32535

WHATLEY EDWIN L & SHIRLEY
3601 HANKS RD
CENTURY FL 32535

ECPA Map



Map Grid



Major Roads

- City Road
- County Road
- Interstate
- State Road
- US Highway

All Roads



Property Line



PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 9-10-12

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z 2012-16

OR

Agenda Item Number/Description:

X In Favor Against

*Name: Ronald Schneider Agent for owner

*Address: 9251 Bratt Rd *City, State, Zip: Century FL 32535

Email Address: Phone: 850 327-6326

Please indicate if you:

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

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

All items with an asterisk * are required.

Chamber Rules

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



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-3765

Growth Management Report 11.2.

BCC Regular Meeting

Public Hearing

Meeting Date: 02/07/2013

Issue: 5:45 p.m. - Public Hearing to Consider Adopting an Ordinance Amending the Official Zoning Map

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on September 10, 2012 and January 7, 2013 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

The rezoning case Z-2012-25 was heard at the January 7, 2013 Planning Board meeting. The rezoning case Z-2012-16 was heard at the September 10, 2012 Planning Board meeting. Z-2012-16 was pending BCC review until the large scale amendment, CPA-2012-02, was approved through the Department of Economic Opportunity (DEO). On September 28, 2012 DEO approved the large scale and the Board adopted the Amendment on January 3, 2013. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases. The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This Ordinance is coordinated with the County Attorney's Office, the Development Services Department and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2013-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.: Z-2012-25
Address: 7008 W. Jackson St.
Property Reference No.: 11-2S-31-5410-001-001
Property Size: .26 (+/-) acres
From: R-2, Single-Family District (cumulative), Low-Medium Density (7 du/acre)
To: R-6, Neighborhood Commercial and Residential District,(cumulative) High Density (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban

Case No. Z-2012-16
Address: Hanks Rd
Property Reference No.: 14-5N-32-2301-000-000
Property Size: 50.24 (+/-) acres
From: P, Public District
To: VAG-1, Villages Agriculture District (five dwelling units per 100 acres on one-acre parcels)
FLU Category: REC, Recreation

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 (2012); 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: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3766

11. 3.

BCC Regular Meeting

Meeting Date: 02/07/2013

Issue: 5:46 p.m. - A Public Hearing - LDC Article 13 "Signage", Regulation of Signs and Outdoor Display

From: T. Lloyd Kerr, AICP

Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Article 13 "Signage"

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Article 13 "Signage", Regulation of Signs and Outdoor Display.

BACKGROUND:

The Santa Rosa Island Authority reviewed and approved the changes to amend the Land Development Code (LDC) Article 13 in order to provide the public with a signage Ordinance that is streamlined and concise

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance and Legal Review

Ordinance Clean Copy

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: SRIA Sign Ordinance Revision 2

Date: 10/18/12

Date due for placement on agenda: _____

Requested by Allyson Cain

Phone Number: (850) 595-3547



(LEGAL DEPARTMENT USE ONLY)

Legal Review by 

Date Received: Nov. 14, 2012

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

COUNTY ATTORNEYS OFFICE

18 OCT 2012

PM 12:45

Additional comments:

See my email of November 14th

- 1 ~~A. Provide for the safety of the public.~~
- 2 ~~B. Provide for the promotion of projects and businesses.~~
- 3 ~~C. Enhance the economic value of the community by protecting the value and~~
4 ~~character of the natural and manmade environment.~~
- 5 ~~D. Promote graphic creativity and discourage destructive competition resulting from~~
6 ~~aggressive, numerous poorly designed and expensive levels of attention in signs~~
7 ~~and street graphics.~~
- 8 ~~E. Create and maintain a desirable streetscape~~
- 9 ~~F. Replace signs which do not enhance the beauty and economic value of the~~
10 ~~community.~~

11 13.22.02 01. Signs.

12 A. General. No sign of any character shall be erected, pasted, posted or displayed
13 upon or about any lot or parcel or anywhere on the island without prior written
14 permission of the SRIA staff, AEC, or SRIA Board as applicable and the SRIA Board
15 shall have the right of uncontrolled discretion to prohibit or to restrict and control the
16 size, construction, material, wording, location and height of all signs and may
17 summarily remove all unauthorized signs.

18 ~~B. Procedure for submission and approval.~~

19 ~~1. An application for sign approval must be completed and submitted, along with~~
20 ~~three sets of drawings which meet all requirements as specified on the~~
21 ~~application form. This submission must be received at the SRIA office at least~~
22 ~~seven working days prior to the scheduled AEC meeting for that month.~~

23 ~~2. Proposals for signs which are in total compliance with SRIA Sign Regulations,~~
24 ~~as determined by staff review, will be approved at staff level. Development~~
25 ~~Approval for such a project may normally be obtained within ten working days~~
26 ~~after submittal to the SRIA office.~~

27 ~~3. Proposals for signs which are not in compliance with SRIA Sign Regulations,~~
28 ~~as determined by staff review, will be considered by members of the Architectural~~
29 ~~Environmental Committee at their regular monthly meeting. Such proposals may~~
30 ~~be approved by AEC members, or may be referred to the full SRIA Board with a~~
31 ~~recommendation for approval, denial, modification, etc.~~

1 13.22.03.02. Standards and guidelines for design, erection and maintenance of signs.
2 The general objectives of these standards are to promote health, safety, welfare,
3 convenience and enjoyment of the public and, in part, to achieve the following:

4 A. ~~Safety. To promote the safety of persons and property by providing that signs:~~

5 1. ~~Do not create a hazard due to collapse, fire, collision, decay or abandonment;~~

6 2. ~~Do not obstruct fire fighting or police surveillance; and~~

7 3. ~~Do not create traffic hazards by confusing or distracting motorists, or by~~
8 ~~impairing the driver's ability to see pedestrians, obstacles or other vehicles, or to~~
9 ~~read traffic signs.~~

10 B. ~~Communication efficiency.~~

11 1. ~~Those signs which provide messages and information most needed and~~
12 ~~sought by the public are given priority;~~

13 2. ~~Businesses and services may identify themselves;~~

14 3. ~~Customers and other persons may locate a business or service;~~

15 4. ~~No person or group is arbitrarily denied the use of the sight lines from the~~
16 ~~public right-of-way for communication purposes; and~~

17 5. ~~Persons exposed to signs are not overwhelmed by the number of messages~~
18 ~~presented and are able to exercise freedom of choice to observe or ignore said~~
19 ~~messages, according to the observer' purpose.~~

20 C. ~~Landscape quality and preservation. To create and protect a unique character at~~
21 ~~Pensacola Beach and to enhance the appearance and economic value of the~~
22 ~~landscape by providing that signs:~~

23 1. ~~Do not interfere with scenic views;~~

24 2. ~~Do not create a nuisance to persons using the public rights-of-way;~~

25 3. ~~Do not constitute a nuisance to occupancy of adjacent and contiguous~~
26 ~~property by their brightness, size, height or movement;~~

27 4. ~~Are not detrimental to land or property values;~~

1 ~~5. Contribute to the special character of the area, helping the observer~~
2 ~~understand Pensacola Beach and orient within it, and;~~

3 ~~6. Aid and promote the tourist industry which is recognized to be of importance~~
4 ~~to the economy of the area.~~

5 D.A. Design guidelines for signs and outdoor displays.
6

7 ~~1. Signs shall be so designated as to complement the beach environment, be~~
8 ~~aesthetically pleasing and in conformity with policy statement.~~

9 ~~2.1. Sign structure and major background area shall be of natural wood, stained~~
10 ~~or painted in gray tones ranging from 20% to 80% white weather resistant~~
11 ~~material. Main lettering message and background shall be in the complementary~~
12 ~~colors of white, black, blue or gold leaf* to contrast with the gray background. In~~
13 ~~specific cases, in order to complement architectural design, signs may be of~~
14 ~~stucco, stone, brass or bronze recommended by the SRIA to match the color and~~
15 ~~texture of the structure.~~

16 ~~* Must be genuine gold leaf, 22 carat or higher.~~

17 ~~3.2. All permanent signs shall incorporate the use of raised attached lettering,~~
18 ~~sandblasted or routed wood techniques. The use of durably or other exterior~~
19 ~~plywood, together with painted on lettering, may be approved on a temporary~~
20 ~~basis only, if all other pertinent provisions of these regulations are met. If~~
21 ~~approved, such signs may not remain on display for more than one year from~~
22 ~~date of SRIA Development Approval unless an extension is granted, in writing, by~~
23 ~~the SRIA Board, is not approved.~~

24 ~~4.3. Up to one-third of the sign area may include another color or colors~~
25 ~~selected by the sign designer/owner to reflect the logo, which may include the~~
26 ~~name, or special color scheme of that business.~~

27 ~~5.4. All illuminated signs shall be "face-lighted" or "shadow-lighted".~~

28 ~~Face-lighting means the light source is operated from the sign surface by means~~
29 ~~of spotlights or similar fixtures.~~

30 ~~Shadow lighting is an indirect, concealed light source which is attached directly to~~
31 ~~the face of the sign. Each element to be lighted must have an opaque surface~~

1 such that the light does not shine through the element. No exposed neon is
2 allowed.

3 Lighted canopies displaying the name of the business will be allowed, but in each
4 case a color rendering of the proposed canopy, with the dimensions of the
5 canopy and the building to which it will be attached, must be presented to the
6 Architectural and Environmental Committee for approval.(Amended 10/16/94)

7 ~~6.5.~~ Signs with reader boards containing changeable wording will be considered
8 if the reader board is restricted to not more than one-third of the sign area, is
9 incorporated into the main sign and otherwise conforms to the color and
10 illumination requirements of the sign regulations. ~~Reader board letters may be of~~
11 ~~synthetic material and shall be white, black, blue or gold leaf in color.~~

12 ~~7.6.~~ Signs for any establishment may be freestanding or attached or a
13 combination of both. ~~as long as they conform to other guidelines.~~

14 ~~8.7.~~ Free-standing signs are defined as those located on the leasehold premises,
15 but not a part of the main building structure.

16 a. Freestanding signs are encouraged to be low and horizontal in character.
17 The top and bottom of the sign may not exceed 14 feet and six feet,
18 respectively, above the crown of the nearest street/road.

19 b. Freestanding signs shall be mounted in or directly adjacent to a required
20 landscaped area which shall not be smaller than the face area of the sign
21 itself.

22 c. Freestanding signs may not exceed 65 square feet in area and may be
23 single or double-sided. If a double-sided sign is identical on both sides, its
24 size will be calculated as that of a single face. Supports and landscaping are
25 excluded from sign area calculations as long as they do not include lettering
26 or other symbols.

27 d. Businesses that are 750 feet or more from the road right-of-way may have
28 freestanding signs that do not exceed 18 feet above the crown of the road.

29 ~~9.8.~~ Attached signs are defined as those which are attached to or incorporated
30 into a building.

31 a. Attached signs may not extend above the facade of a building (which may
32 include mansards).
33

1 b. Wall Signs. The maximum square footage for a wall sign shall not exceed
2 10 percent of the wall surface facing the addressed street. For those
3 businesses with more than one store front, the maximum square footage for
4 a wall sign shall not exceed 15 percent of the wall surface facing the
5 addressed street. Any one sign shall not exceed 200 square feet. The wall
6 surface shall be measured by determining the total vertical wall surface and
7 the horizontal wall surface and can include the roof surface when the roof
8 slope is steeper than 45 degrees.

9 ~~1. New commercial businesses: For commercial businesses not operating~~
10 ~~in a zone lot prior to the enactment of this ordinance, the square footage~~
11 ~~of wall signs are deducted from the total allowable square footage~~
12 ~~permitted for the zone lot.~~

13 ~~2. Existing commercial businesses: For commercial businesses operating~~
14 ~~in a zone lot prior to the enactment of this ordinance, the square footage~~
15 ~~of wall signs is calculated by using the elevation of each individual store~~
16 ~~front. The square footage is calculated separately from free standing~~
17 ~~signs.~~

18 Note: The square footage authorized under this provision may be allocated to
19 one or more wall signs mounted on the vertical wall surface or the sloped roof
20 surface.

21 40-9. Where several businesses are incorporated into an identifiable entity
22 operating under a master lease and a tenant's association, the following
23 regulations will apply:

24 a. The main freestanding sign identifying the complex shall not exceed 65
25 square feet and shall comply with other sign regulations.

26 b. Informational or directory signs are limited to 16 square feet.

27 c. Individual businesses within the complex having exterior walls fronting a
28 street or parking lot, or facing the water, may display attached signs on
29 said walls not to exceed 16 square feet in size.

30 d. Individual businesses inside the complex may display attached signs not
31 to exceed four square feet, near the entrance to their building, on walls
32 other than those described in item c, above.

1 41-10. Should any portion of the exterior of a structure deviate in color from the
2 main part of the structure, whether structural or not, and said deviation
3 represents that company's color scheme or logo, it is considered to be
4 signage.

5 Any proposed deviation submitted for approval will be considered on its own
6 merit.

7 42-11. Any vehicle which displays a sign, logo or other advertising related to a
8 business located within the jurisdiction of the Santa Rosa Island Authority
9 must be parked in the rear of the business or in an inconspicuous place, out
10 of view of the public street facing the business.

11 13.22.04 03. Signs exempt from SRIA development approval. The type of signs listed
12 below do not require development approval by the SRIA, provided they are prepared,
13 posted and maintained in accordance with the provisions of prescribed codes and
14 providing that the intent of the codes are met in the usage and display of such signs.

15 Note: The following provisions for display of certain signs without obtaining
16 development approval by the SRIA does not supersede or cancel the provisions
17 contained in the General Covenants and Restrictions of legally executed lease
18 agreements relative to obtaining written permission from the SRIA Board before
19 displaying such signs, nor do these provisions supersede or cancel any references to
20 the display of signs contained in any lease agreement or restrictive covenants which
21 pertain to a specific subdivision.

22 A. Bulletin boards. One bulletin board per street frontage not over 20 square feet
23 in area for public, charitable or religious institutions, or places of worship where
24 the same are located on the premises of said institutions.

25 B. Contractor signs. Not more than 12 square feet in area naming the contractor
26 engaged in the construction on the premises where the sign is located, but only
27 during such period in which actual construction is taking place.

28 C. Memorial signs. Memorial signs or tablets, names or buildings, and dates of
29 erection when cut into any masonry surface or inlaid so as to be part of the
30 building, or when constructed of bronze or other incombustible material.

31 D. Occupant signs. Signs limited in content to name of occupant, address of
32 premises, and signs of danger or a caution nature which are limited:

33 1. Wall and ground signs;

- 1 2. No more than two per street front;
- 2 3. No more than three square feet per sign in area;
- 3 4. No more than ten feet in height above grade;
- 4 5. Signs which may be illuminated only from a concealed light source which
- 5 does not flash, blink, or fluctuate; and
- 6 6. Signs which are not animated.

7 E. Professional signs. Name plate signs not more than two square feet in area
8 which are fastened directly to the building and do not project more than six inches
9 beyond the property line.

10 F. Public signs. Signs required or specifically authorized for a public purpose by
11 any law, statute or ordinance, which may be of any type, number, area, height
12 above grade, locations, illumination or animation authorized by the law, statute or
13 ordinance under which the signs are erected.

14 The Santa Rosa Island Authority, as a matter of policy, extends for itself the
15 exemption pertaining to public signs, as contained in the SRIA sign regulations,
16 and declares that any sign of a public information nature which is deemed
17 necessary by the SRIA Board may be erected without development approval by
18 the SRIA and may be of such type, number, size, color, height above grade,
19 illumination and at such location as the SRIA Board deems appropriate.

20 G. For sale/rent/lease signs. Any sign for sale, rent or lease of real property must
21 be approved by the SRIA prior to use on the island. Thereafter ~~on a~~ a sign may
22 be erected upon the offered property which shall not exceed six square feet per
23 face for residential and 12 square feet per face for commercial property. Signs
24 are to be located upon the premises and shall be maintained in good condition as
25 long as displayed.

26 H. Signs in display windows. Signs in the display window of a business which are
27 incorporated with a display of merchandise or a display relating to services
28 offered, but which are not affixed to the window.

29 I. Political signs. Not more than two political sign faces, each to be no larger
30 than two feet by four feet, may be displayed on any leasehold property. Signs
31 must be posted within the area of the leased property, and shall be removed
32 within 72 hours after the polls close for that particular election. Signs for

1 candidates who face another election may remain until not later than 72 hours
2 after the polls close for that election, or until their condition warrants
3 removal/replacement, whichever occurs first. Political signs may not be put on
4 display sooner than 60 days prior to the first election.

5 J. Signs within a building. Any sign placed inside a building may be erected
6 without development approval by the SRIA, but is subject to the safety regulations
7 of the Building Code.

8 K. Information signs.

9 1. Signs not exceeding two square feet that contain only non-commercial
10 messages including designation of rest room, telephone locations, restrictions
11 on smoking, door openings and private traffic control and parking signs.

12 2. Permanent signs on vending machines, gas pumps or ice containers
13 indicating only the contents of such devices. Vending machines must be
14 placed inside building; or, if placed outside, must be effectively screened from
15 public view from the street. Vending machines may not be placed on public
16 property.

17 3. One sign per parking lot not exceeding three square feet per sign face and
18 six feet in height identifying the business and providing driving and parking
19 information.

20 L. Others. Pennants and banners may only be displayed for a grand opening or
21 special event, and must be approved by the Santa Rosa Island Authority staff.
22 Pennants and banners may be approved by staff for a period not to exceed 14
23 days provided the request is made ten days prior to the date pennants or
24 banners are to be displayed. Any other sign, pennant, banner or notice
25 specifically approved by the Architectural Environmental Committee for a
26 temporary display not to exceed 30 days may be erected without development
27 approval by the SRIA. (Amended eff. 8/14/96)

28 ~~13.22.05 04. Prohibited signs. Experience both at Pensacola Beach and elsewhere has~~
29 ~~shown that certain signs, structures, lights, and other devices are often unattractive and~~
30 ~~tend to violate prudent safety precautions. Certain restrictions are deemed necessary~~
31 ~~because of safety factors, or because of aesthetics, or because of a combination of~~
32 ~~these two considerations.~~ The following signs, street graphics and/or sign structures
33 are prohibited:

- 1 A. Signs or sign structures which, by coloring, wording or location resemble or
2 conflict with a traffic control sign or device.
- 3 B. Signs or lights that rotate, move, glare, flash, change, reflect, blink or appear to
4 do any of these things.
- 5 C. Signs that create a safety hazard by obstructing clear view of pedestrians or
6 vehicular traffic.
- 7 D. Roof signs erected, constructed, or maintained above the fascia or eave line of
8 the roof.
- 9 E. All forms of poster-type signs and notices (except yard sale signs).
- 10 F. Signs that identify or advertise a product or business no longer located at a
11 premise.
- 12 G. Bench signs.
- 13 H. Billboards.
- 14 I. Signs that display a message or graphic representation that are lewd, indecent
15 or otherwise offensive to public morals.
- 16 J. Signs on public property or designated easements and rights-of-way.
- 17 K. Signs painted directly on a fence or any part of a building's exterior.
- 18 L. Flagging and pennants, except when approved by SRIA.
- 19 M. Devices which produce movement achieved by normal wind currents, or which
20 give appearance of movement.
- 21 N. Attention getting devices, including searchlights, banners, propellers, spinners,
22 streamers, balloons and similar devices or ornamentation designed for purposes of
23 attracting attention, promotion or advertising, including audio devices.
- 24 O. Bare bulb illumination around the perimeter of a sign.
- 25 P. All forms of advertising statuary.
- 26 Q. Off-premise signs except as specifically approved by the SRIA on a temporary
27 basis.

1 R. Free standing "A" frame signs of any type.

2 S. Portable signs of the type usually leased by sign companies which can be
3 moved on wheels from place to place, and on which the sign copy can be readily
4 changed.

5 T. Back lighted or plastic signs.

6 U. Murals.

7 Note: Consideration by the SRIA will be given to a request for the display of a sign as
8 described in "R" above, but only for a specified period of time and only when it is deemed
9 appropriate; as in the case of a new business establishment which has made provision for
10 a permanent sign, but said sign has not yet been provided. Seasonal displays may be
11 approved by staff on an individual basis for limited periods of time providing request is
12 made ten days prior to date display is to be erected.

13 13.22.06 05. Other provisions.

14 A. [Conformance generally]. ~~Except as provided for in items B(3) and B(5) below, all~~
15 ~~signs at Pensacola Beach must conform to these regulations within 90 days thereafter.~~

16 B. [Existing signs, sign structures, and street graphics]. ~~Signs, sign structures and~~
17 ~~street graphics in existence at the time these provisions become effective, and which~~
18 ~~are in violation of any provision not previously in effect, will be treated in one of the~~
19 ~~following manners:~~

20 1. All signs as described in items 13.22.05 4 A, B, C, and G, ~~N and S~~ must be
21 removed not later than 30 days after notification by SRIA.

22 ~~2. Other signs previously erected without benefit of either a permit or written~~
23 ~~permission of the SRIA is subject to removal at any time, as provided for in the~~
24 ~~general covenants and restrictions.~~

25 ~~3. Other signs previously approved by the SRIA between January 12, 1982 and~~
26 ~~September 11, 1985 may remain on display until such time as their condition~~
27 ~~warrants removal or for 60 months from the date of permit issue, whichever occurs~~
28 ~~first.~~

29 ~~4.2.~~ If lease agreement is modified for any reason, the lessee shall comply with
30 requirements of the current sign regulations.

31 ~~5. Free standing signs approved prior to the adoption of this regulation that do not~~
32 ~~conform to height or size will be allowed to remain until:~~

- 1 a. ~~Must be repaired or replaced due to age or condition;~~
- 2 b. ~~Damaged by storm; or~~
- 3 c. ~~Three years from March 11, 1987, whichever occurs first.~~

4 6.3. Sign and sign structures will be removed within thirty (30) days after a business
5 closes permanently or changes hands, if it is a non-conforming sign.

6 C. [Interior electric signage used for exterior advertising.] Interior electric signage
7 used for exterior advertising shall be limited to six square feet per business unless
8 specifically approved by the SRIA.

9 D. Sign inspection. All signs may be inspected by the SRIA staff as deemed
10 necessary.

11 E. Unsafe signs. Should any sign become insecure or in danger of falling or otherwise
12 unsafe in the opinion of the SRIA staff, the Lessee thereof, or the person or firm
13 maintaining the same, shall, upon written notice from the SRIA staff, forthwith in the
14 case of immediate danger and in any case within ten days, remove such sign or secure
15 the same in a manner to be approved by the SRIA staff, in conformity with the
16 provisions of the Code. If such order is not complied within ten days the SRIA staff
17 shall remove such sign at the expense of the Lessee.

18 F. Location restrictions. An outdoor advertising display sign shall not be erected,
19 constructed or maintained so as to obstruct any fire escape or any window or door or
20 opening used as a means of egress or so as to prevent free passage from one part of
21 a roof to any other part thereof. A sign shall not be attached in any form, shape or
22 manner to a fire escape, nor be placed in such manner as to interfere with any opening
23 required for legal ventilation.

24 G. Design required for development approval. Before development approval by the
25 SRIA shall be granted, the erector of every outdoor advertising sign, with the exception
26 of shingle signs and light cloth temporary signs, shall, if requested by the SRIA staff,
27 submit to the SRIA staff a design and stress diagram or plan, containing the necessary
28 information to enable the SRIA staff to determine that such sign complies with all the
29 applicable regulations of the Standard Building Code. (Design must comply with
30 structural requirement of the Code.

31 H. Wind pressure. In the design and erection of all permanent outdoor advertising
32 display signs, the effect of wind shall be carefully considered. All such signs shall be
33 constructed to withstand ~~420~~ 160 mph wind pressure, as required for other structures.

- 1 I. Freestanding signs. Every freestanding sign shall provide rigid construction to
2 withstand wind action from any direction.
- 3 J. Anchors or supports. Wherever anchors or supports consist of wood embedded in
4 the soil, the wood shall be pressure treated with an approved preservative.
- 5 K. Attached signs. Signs attached to exterior walls of solid masonry, concrete or
6 stone, shall be safely and securely attached by means of metal anchors, bolts or
7 expansion screws of not less than three- eighths inch diameter and shall be embedded
8 at least five inches. Wood blocks shall not be used for anchorage, except in the case of
9 signs attached to building with walls of wood. An attached sign shall not be supported
10 by anchorages secured to an unbraced parapet wall.
- 11 L. Requirements/procedures for obtaining SRIA development approval.
- 12 1. A completed application and three sets of detailed drawings (one of which
13 must be in color to represent as closely as possible the proposed sign) must be
14 received at the SRIA office. ~~not later than ten days prior to the monthly meeting
15 of the architectural environmental committee.~~
- 16 a. If proposal conforms to SRIA regulations in all respects, development
17 approval may be approved and issued at staff level.
- 18 b. If proposal deviates from SRIA regulations, or if staff feels there is a need
19 for clarification, the proposal will be submitted to the Sign Review Committee
20 and/or the AEC for approval. Applicant will be notified of times and dates on
21 which proposal will be considered.
- 22 c. Any proposal requiring a variance of regulations must be approved by
23 both the AEC and the full SRIA Board. Upon the required approval by the
24 SRIA staff, AEC and/or SRIA Board, the proposed sign must be submitted
25 for review and permit issuance by Escambia County.
- 26 2. Drawings and information submitted must include:
- 27 a. Detailed face view.
28
29 b. Detailed section view (including foundation details if a free-standing sign).
30
31 c. Full color rendering of a copy of the three submitted.
32
31 d. Description of all materials used.
32
32 e. Method of lighting, if any.

- 1 f. Dimensions of sign and reader board, if any.
- 2 g. Height of top of sign above crown of nearest street, if freestanding.
- 3 h. Height of bottom of sign above crown of nearest street, if freestanding
4 and elevated.
- 5 i. Size of sign in square feet.
- 6 j. If double-faced, indicate if both sides are identical.
- 7 ~~k. If colors are used other than those prescribed, indicate what percentage~~
8 ~~of the sign area contains additional color or colors.~~
- 9 ~~l. k. If attached sign, show calculations for computing size, based on ten~~
10 ~~percent of the area of the first floor, street elevation of the building.~~
11 ~~(Necessary only if sign exceeds 32 square feet).~~
- 12 ~~m. If attached sign is to be used in conjunction with a freestanding sign,~~
13 ~~show calculations as above, only based on eight percent rather than ten~~
14 ~~percent.~~
- 15 ~~n. l. If free-standing sign, include three copies of a scaled site plan or a~~
16 ~~survey, if deemed necessary, showing proposed sign location and exact~~
17 ~~distances to structure on premises, to front and nearest side lot lines and to~~
18 ~~street right-of-way and/or easement lines.~~
- 19 ~~o. Indicate if lettering is to be raised, routed or incorporated into a~~
20 ~~sandblasted technique.~~
- 21 ~~p. m. If freestanding sign, show location materials to be used (including~~
22 ~~plants), and dimensions of proposed landscaped area.~~

23 NOTE: The full color rendering drawing submitted will be retained by SRIA and becomes
24 its property.

25

26 (Ord. No. 97-51,s 2, 10-2-1997; Ord. No. 98-53 s 1, 12-3-1998; Ord. No. 2012-23 s 1, 6-
27 28-2012)

28 **Section 2. Severability.**

29

1 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
2 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way
3 affect the validity of the remaining portions of this Ordinance.
4

5 **Section 3. Inclusion in Code.**

6
7 It is the intention of the Board of County Commissioners that the provisions of this
8 Ordinance shall be codified as required by F.S. § 125.68, and that the sections,
9 subsections and other provisions of this Ordinance may be renumbered or re-lettered
10 and the word "ordinance" may be changed to "section," "article," or such other
11 appropriate word or phrase in order to accomplish such intentions.
12

13 **Section 4. Effective Date.**

14
15 This Ordinance shall become effective upon filing with the Department of State.
16
17

18 DONE AND ENACTED THIS _____ DAY OF _____, 2013.

19
20 BOARD OF COUNTY COMMISSIONERS
21 ESCAMBA COUNTY, FLORIDA
22

23 BY: _____
24 Gene M. Valentino, Chairman

25 ATTEST: PAM CHILDERS
26 Clerk of the Circuit Court
27

28 By: _____
29 Deputy Clerk
30

31 (SEAL)

32 ENACTED:

33 FILED WITH THE DEPARTMENT OF STATE:
34

35 EFFECTIVE DATE:
36
37

ORDINANCE NUMBER 2013-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 13, SECTION 13.22.00, TO CONSOLIDATE AND STREAMLINE THE STANDARDS EXPRESSED FOR THE REGULATION OF SIGNS AND OUTDOOR DISPLAYS ON SANTA ROSA ISLAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this ordinance is to amend Article 13, Section 13.22.00, to consolidate and streamline the standards expressed for the regulation of signs and outdoor displays on Santa Rosa Island; provide for severability; provide or inclusion in the code and providing for an effective date.

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 13, "Regulation of Signs and Outdoor Displays", Section 13.22.00, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

13.22.00. Regulation of signs and outdoor displays

~~13.22.01. Policy statement. Pensacola Beach has maintained a unique character among tourist-oriented areas of West Florida by retaining much of its natural beauty while still furnishing the amenities necessary for the development of tourism and the enjoyment of visitors. It is the desire of the SRIA to retain the natural beauty of the beach landscape yet provide full services for the recreational needs of its visitors. The erection and maintenance of appropriate signs and/or outdoor displays are necessary to further these goals. It shall be the policy of the SRIA to encourage the use of advertising and information signs that enhance or blend with our landscape. Signs are necessary to provide messages and information for the public and to enable visitors to locate businesses or services. Signs or outdoor graphics shall be designed or displayed to attract attention to the business, but not at the expense of the environmental beauty.~~

~~Recognizing that signs have an obvious impact on the character and quality of a community by attracting or repelling the viewing public, affecting safety of vehicular traffic, influencing tourist promotion, affecting real estate value and setting the tone of the community, the policy on signs and outdoor displays shall be to:~~

~~A. Provide for the safety of the public.~~

~~B. Provide for the promotion of projects and businesses.~~

~~C. Enhance the economic value of the community by protecting the value and character of the natural and manmade environment.~~

~~D. Promote graphic creativity and discourage destructive competition resulting from aggressive, numerous poorly designed and expensive levels of attention in signs and street graphics.~~

~~E. Create and maintain a desirable streetscape~~

~~F. Replace signs which do not enhance the beauty and economic value of the community.~~

13.22.02 01. Signs.

A. General. No sign of any character shall be erected, pasted, posted or displayed upon or about any lot or parcel or anywhere on the island without prior written permission of the SRIA staff, AEC, or SRIA Board as applicable and the SRIA Board shall have the right of uncontrolled discretion to prohibit or to restrict and control the size, construction, material, wording, location and height of all signs and may summarily remove all unauthorized signs.

~~B. Procedure for submission and approval.~~

~~1. An application for sign approval must be completed and submitted, along with three sets of drawings which meet all requirements as specified on the application form. This submission must be received at the SRIA office at least seven working days prior to the scheduled AEC meeting for that month.~~

~~2. Proposals for signs which are in total compliance with SRIA Sign Regulations, as determined by staff review, will be approved at staff level. Development Approval for such a project may normally be obtained within ten working days after submittal to the SRIA office.~~

~~3. Proposals for signs which are not in compliance with SRIA Sign Regulations, as determined by staff review, will be considered by members of the Architectural Environmental Committee at their regular monthly meeting. Such proposals may be approved by AEC members, or may be referred to the full SRIA Board with a recommendation for approval, denial, modification, etc.~~

~~13.22.03.02. Standards and guidelines for design, erection and maintenance of signs. The general objectives of these standards are to promote health, safety, welfare, convenience and enjoyment of the public and, in part, to achieve the following:~~

~~A. Safety. To promote the safety of persons and property by providing that signs:~~

- ~~1. Do not create a hazard due to collapse, fire, collision, decay or abandonment;~~
- ~~2. Do not obstruct fire fighting or police surveillance; and~~
- ~~3. Do not create traffic hazards by confusing or distracting motorists, or by impairing the driver's ability to see pedestrians, obstacles or other vehicles, or to read traffic signs.~~

~~B. Communication efficiency.~~

- ~~1. Those signs which provide messages and information most needed and sought by the public are given priority;~~
- ~~2. Businesses and services may identify themselves;~~
- ~~3. Customers and other persons may locate a business or service;~~
- ~~4. No person or group is arbitrarily denied the use of the sight lines from the public right-of-way for communication purposes; and~~
- ~~5. Persons exposed to signs are not overwhelmed by the number of messages presented and are able to exercise freedom of choice to observe or ignore said messages, according to the observer's purpose.~~

~~C. Landscape quality and preservation. To create and protect a unique character at Pensacola Beach and to enhance the appearance and economic value of the landscape by providing that signs:~~

- ~~1. Do not interfere with scenic views;~~
- ~~2. Do not create a nuisance to persons using the public rights-of-way;~~
- ~~3. Do not constitute a nuisance to occupancy of adjacent and contiguous property by their brightness, size, height or movement;~~
- ~~4. Are not detrimental to land or property values;~~
- ~~5. Contribute to the special character of the area, helping the observer understand Pensacola Beach and orient within it, and;~~

~~6. Aid and promote the tourist industry which is recognized to be of importance to the economy of the area.~~

~~D.A. Design guidelines for signs and outdoor displays.~~

~~1. Signs shall be so designated as to complement the beach environment, be aesthetically pleasing and in conformity with policy statement.~~

~~2.1. Sign structure and major background area shall be of natural wood, stained or painted in gray tones ranging from 20% to 80% white weather resistant material. Main lettering message and background shall be in the complementary colors of white, black, blue or gold leaf* to contrast with the gray background. In specific cases, in order to complement architectural design, signs may be of stucco, stone, brass or bronze recommended by the SRIA to match the color and texture of the structure.~~

~~* Must be genuine gold leaf, 22 carat or higher.~~

~~3.2. All permanent signs shall incorporate the use of raised attached lettering, sandblasted or routed wood techniques. The use of duraply or other exterior plywood, together with painted on lettering, may be approved on a temporary basis only, if all other pertinent provisions of these regulations are met. If approved, such signs may not remain on display for more than one year from date of SRIA Development Approval unless an extension is granted, in writing, by the SRIA Board, is not approved.~~

~~4.3. Up to one-third of the sign area may include another color or colors selected by the sign designer/owner to reflect the logo, which may include the name, or special color scheme of that business.~~

~~5.4. All illuminated signs shall be "face-lighted" or "shadow-lighted".~~

Face-lighting means the light source is operated from the sign surface by means of spotlights or similar fixtures.

Shadow lighting is an indirect, concealed light source which is attached directly to the face of the sign. Each element to be lighted must have an opaque surface such that the light does not shine through the element. No exposed neon is allowed.

Lighted canopies displaying the name of the business will be allowed, but in each case a color rendering of the proposed canopy, with the dimensions of the

canopy and the building to which it will be attached, must be presented to the Architectural and Environmental Committee for approval.(Amended 10/16/94)

~~6.5.~~ Signs with reader boards containing changeable wording will be considered if the reader board is restricted to not more than one-third of the sign area, is incorporated into the main sign and otherwise conforms to the color and illumination requirements of the sign regulations. ~~Reader board letters may be of synthetic material and shall be white, black, blue or gold leaf in color.~~

~~7.6.~~ Signs for any establishment may be freestanding or attached or a combination of both. ~~as long as they conform to other guidelines.~~

~~8.7.~~ Free-standing signs are defined as those located on the leasehold premises, but not a part of the main building structure.

a. Freestanding signs are encouraged to be low and horizontal in character. The top and bottom of the sign may not exceed 14 feet and six feet, respectively, above the crown of the nearest street/road.

b. Freestanding signs shall be mounted in or directly adjacent to a required landscaped area which shall not be smaller than the face area of the sign itself.

c. Freestanding signs may not exceed 65 square feet in area and may be single or double-sided. If a double-sided sign is identical on both sides, its size will be calculated as that of a single face. Supports and landscaping are excluded from sign area calculations as long as they do not include lettering or other symbols.

d. Businesses that are 750 feet or more from the road right-of-way may have freestanding signs that do not exceed 18 feet above the crown of the road.

~~9.8.~~ Attached signs are defined as those which are attached to or incorporated into a building.

a. Attached signs may not extend above the facade of a building (which may include mansards).

b. Wall Signs. The maximum square footage for a wall sign shall not exceed 10 percent of the wall surface facing the addressed street. For those businesses with more than one store front, the maximum square footage for a wall sign shall not exceed 15 percent of the wall surface facing the addressed street. Any one sign shall not exceed 200 square feet. The wall

surface shall be measured by determining the total vertical wall surface and the horizontal wall surface and can include the roof surface when the roof slope is steeper than 45 degrees.

~~1. New commercial businesses: For commercial businesses not operating in a zone lot prior to the enactment of this ordinance, the square footage of wall signs are deducted from the total allowable square footage permitted for the zone lot.~~

~~2. Existing commercial businesses: For commercial businesses operating in a zone lot prior to the enactment of this ordinance, the square footage of wall signs is calculated by using the elevation of each individual store front. The square footage is calculated separately from free standing signs.~~

Note: The square footage authorized under this provision may be allocated to one or more wall signs mounted on the vertical wall surface or the sloped roof surface.

~~10.9.~~ Where several businesses are incorporated into an identifiable entity operating under a master lease and a tenant's association, the following regulations will apply:

- a. The main freestanding sign identifying the complex shall not exceed 65 square feet and shall comply with other sign regulations.
- b. Informational or directory signs are limited to 16 square feet.
- c. Individual businesses within the complex having exterior walls fronting a street or parking lot, or facing the water, may display attached signs on said walls not to exceed 16 square feet in size.
- d. Individual businesses inside the complex may display attached signs not to exceed four square feet, near the entrance to their building, on walls other than those described in item c, above.

~~11.10.~~ Should any portion of the exterior of a structure deviate in color from the main part of the structure, whether structural or not, and said deviation represents that company's color scheme or logo, it is considered to be signage.

Any proposed deviation submitted for approval will be considered on its own merit.

~~12.11.~~ Any vehicle which displays a sign, logo or other advertising related to a business located within the jurisdiction of the Santa Rosa Island Authority must be parked in the rear of the business or in an inconspicuous place, out of view of the public street facing the business.

13.22.04 03. Signs exempt from SRIA development approval. The type of signs listed below do not require development approval by the SRIA, provided they are prepared, posted and maintained in accordance with the provisions of prescribed codes and providing that the intent of the codes are met in the usage and display of such signs.

Note: The following provisions for display of certain signs without obtaining development approval by the SRIA does not supersede or cancel the provisions contained in the General Covenants and Restrictions of legally executed lease agreements relative to obtaining written permission from the SRIA Board before displaying such signs, nor do these provisions supersede or cancel any references to the display of signs contained in any lease agreement or restrictive covenants which pertain to a specific subdivision.

A. Bulletin boards. One bulletin board per street frontage not over 20 square feet in area for public, charitable or religious institutions, or places of worship where the same are located on the premises of said institutions.

B. Contractor signs. Not more than 12 square feet in area naming the contractor engaged in the construction on the premises where the sign is located, but only during such period in which actual construction is taking place.

C. Memorial signs. Memorial signs or tablets, names or buildings, and dates of erection when cut into any masonry surface or inlaid so as to be part of the building, or when constructed of bronze or other incombustible material.

D. Occupant signs. Signs limited in content to name of occupant, address of premises, and signs of danger or a caution nature which are limited:

1. Wall and ground signs;
2. No more than two per street front;
3. No more than three square feet per sign in area;
4. No more than ten feet in height above grade;
5. Signs which may be illuminated only from a concealed light source which does not flash, blink, or fluctuate; and

6. Signs which are not animated.

E. Professional signs. Name plate signs not more than two square feet in area which are fastened directly to the building and do not project more than six inches beyond the property line.

F. Public signs. Signs required or specifically authorized for a public purpose by any law, statute or ordinance, which may be of any type, number, area, height above grade, locations, illumination or animation authorized by the law, statute or ordinance under which the signs are erected.

The Santa Rosa Island Authority, as a matter of policy, extends for itself the exemption pertaining to public signs, as contained in the SRIA sign regulations, and declares that any sign of a public information nature which is deemed necessary by the SRIA Board may be erected without development approval by the SRIA and may be of such type, number, size, color, height above grade, illumination and at such location as the SRIA Board deems appropriate.

G. For sale/rent/lease signs. Any sign for sale, rent or lease of real property must be approved by the SRIA prior to use on the island. Thereafter ~~on a~~ a sign may be erected upon the offered property which shall not exceed six square feet per face for residential and 12 square feet per face for commercial property. Signs are to be located upon the premises and shall be maintained in good condition as long as displayed.

H. Signs in display windows. Signs in the display window of a business which are incorporated with a display of merchandise or a display relating to services offered, but which are not affixed to the window.

I. Political signs. Not more than two political sign faces, each to be no larger than two feet by four feet, may be displayed on any leasehold property. Signs must be posted within the area of the leased property, and shall be removed within 72 hours after the polls close for that particular election. Signs for candidates who face another election may remain until not later than 72 hours after the polls close for that election, or until their condition warrants removal/replacement, whichever occurs first. Political signs may not be put on display sooner than 60 days prior to the first election.

J. Signs within a building. Any sign placed inside a building may be erected without development approval by the SRIA, but is subject to the safety regulations of the Building Code.

K. Information signs.

1. Signs not exceeding two square feet that contain only non-commercial messages including designation of rest room, telephone locations, restrictions on smoking, door openings and private traffic control and parking signs.

2. Permanent signs on vending machines, gas pumps or ice containers indicating only the contents of such devices. Vending machines must be placed inside building; or, if placed outside, must be effectively screened from public view from the street. Vending machines may not be placed on public property.

3. One sign per parking lot not exceeding three square feet per sign face and six feet in height identifying the business and providing driving and parking information.

L. Others. Pennants and banners may only be displayed for a grand opening or special event, and must be approved by the Santa Rosa Island Authority staff. Pennants and banners may be approved by staff for a period not to exceed 14 days provided the request is made ten days prior to the date pennants or banners are to be displayed. Any other sign, pennant, banner or notice specifically approved by the Architectural Environmental Committee for a temporary display not to exceed 30 days may be erected without development approval by the SRIA. (Amended eff. 8/14/96)

13.22.05 ~~04~~. Prohibited signs. ~~Experience both at Pensacola Beach and elsewhere has shown that certain signs, structures, lights, and other devices are often unattractive and tend to violate prudent safety precautions. Certain restrictions are deemed necessary because of safety factors, or because of aesthetics, or because of a combination of these two considerations.~~ The following signs, street graphics and/or sign structures are prohibited:

A. Signs or sign structures which, by coloring, wording or location resemble or conflict with a traffic control sign or device.

B. Signs or lights that rotate, move, glare, flash, change, reflect, blink or appear to do any of these things.

C. Signs that create a safety hazard by obstructing clear view of pedestrians or vehicular traffic.

D. Roof signs erected, constructed, or maintained above the fascia or eave line of the roof.

E. All forms of poster-type signs and notices (except yard sale signs).

- F. Signs that identify or advertise a product or business no longer located at a premise.
- G. Bench signs.
- H. Billboards.
- I. Signs that display a message or graphic representation that are lewd, indecent or otherwise offensive to public morals.
- J. Signs on public property or designated easements and rights-of-way.
- K. Signs painted directly on a fence or any part of a building's exterior.
- L. Flagging and pennants, except when approved by SRIA.
- M. Devices which produce movement achieved by normal wind currents, or which give appearance of movement.
- N. Attention getting devices, including searchlights, banners, propellers, spinners, streamers, balloons and similar devices or ornamentation designed for purposes of attracting attention, promotion or advertising, including audio devices.
- O. Bare bulb illumination around the perimeter of a sign.
- P. All forms of advertising statuary.
- Q. Off-premise signs except as specifically approved by the SRIA on a temporary basis.
- R. Free standing "A" frame signs of any type.
- S. Portable signs of the type usually leased by sign companies which can be moved on wheels from place to place, and on which the sign copy can be readily changed.
- T. Back lighted or plastic signs.
- U. Murals.

Note: Consideration by the SRIA will be given to a request for the display of a sign as described in "R" above, but only for a specified period of time and only when it is deemed appropriate; as in the case of a new business establishment which has made provision for a permanent sign, but said sign has not yet been provided. Seasonal displays may be

approved by staff on an individual basis for limited periods of time providing request is made ten days prior to date display is to be erected.

13.22.06 ~~05~~. Other provisions.

A. [Conformance generally]. ~~Except as provided for in items B(3) and B(5) below, all signs at Pensacola Beach must conform to these regulations within 90 days thereafter.~~

B. [Existing signs, ~~sign structures, and street graphics~~]. ~~Signs, sign structures and street graphics in existence at the time these provisions become effective, and which are in violation of any provision not previously in effect, will be treated in one of the following manners:~~

1. All signs as described in items 13.22.05 ~~4~~ A, B, C, and G, ~~N and S~~ must be removed not later than 30 days after notification by SRIA.

~~2. Other signs previously erected without benefit of either a permit or written permission of the SRIA is subject to removal at any time, as provided for in the general covenants and restrictions.~~

~~3. Other signs previously approved by the SRIA between January 12, 1982 and September 11, 1985 may remain on display until such time as their condition warrants removal or for 60 months from the date of permit issue, whichever occurs first.~~

~~4.2.~~ If lease agreement is modified for any reason, the lessee shall comply with requirements of the current sign regulations.

~~5. Free standing signs approved prior to the adoption of this regulation that do not conform to height or size will be allowed to remain until:~~

~~a. Must be repaired or replaced due to age or condition;~~

~~b. Damaged by storm; or~~

~~c. Three years from March 11, 1987, whichever occurs first.~~

~~6.3.~~ Sign and sign structures will be removed within thirty (30) days after a business closes permanently or changes hands, if it is a non-conforming sign.

C. [Interior electric signage used for exterior advertising.] Interior electric signage used for exterior advertising shall be limited to six square feet per business unless specifically approved by the SRIA.

D. Sign inspection. All signs may be inspected by the SRIA staff as deemed necessary.

E. Unsafe signs. Should any sign become insecure or in danger of falling or otherwise unsafe in the opinion of the SRIA staff, the Lessee thereof, or the person or firm maintaining the same, shall, upon written notice from the SRIA staff, forthwith in the case of immediate danger and in any case within ten days, remove such sign or secure the same in a manner to be approved by the SRIA staff, in conformity with the provisions of the Code. If such order is not complied within ten days the SRIA staff shall remove such sign at the expense of the Lessee.

F. Location restrictions. An outdoor advertising display sign shall not be erected, constructed or maintained so as to obstruct any fire escape or any window or door or opening used as a means of egress or so as to prevent free passage from one part of a roof to any other part therefore. A sign shall not be attached in any form, shape or manner to a fire escape, nor be placed in such manner as to interfere with any opening required for legal ventilation.

G. Design required for development approval. Before development approval by the SRIA shall be granted, the erector of every outdoor advertising sign, with the exception of shingle signs and light cloth temporary signs, shall, if requested by the SRIA staff, submit to the SRIA staff a design and stress diagram or plan, containing the necessary information to enable the SRIA staff to determine that such sign complies with all the applicable regulations of the Standard Building Code. (Design must comply with structural requirement of the Code.

H. Wind pressure. In the design and erection of all permanent outdoor advertising display signs, the effect of wind shall be carefully considered. All such signs shall be constructed to withstand ~~420~~ 160 mph wind pressure, as required for other structures.

I. Freestanding signs. Every freestanding sign shall provide rigid construction to withstand wind action from any direction.

J. Anchors or supports. Wherever anchors or supports consist of wood embedded in the soil, the wood shall be pressure treated with an approved preservative.

K. Attached signs. Signs attached to exterior walls of solid masonry, concrete or stone, shall be safely and securely attached by means of metal anchors, bolts or expansion screws of not less than three- eighths inch diameter and shall be embedded at least five inches. Wood blocks shall not be used for anchorage, except in the case of signs attached to building with walls of wood. An attached sign shall not be supported by anchorages secured to an unbraced parapet wall.

L. Requirements/procedures for obtaining SRIA development approval.

1. A completed application and three sets of detailed drawings (one of which must be in color to represent as closely as possible the proposed sign) must be received at the SRIA office. ~~not later than ten days prior to the monthly meeting of the architectural environmental committee.~~
 - a. If proposal conforms to SRIA regulations in all respects, development approval may be approved and issued at staff level.
 - b. If proposal deviates from SRIA regulations, or if staff feels there is a need for clarification, the proposal will be submitted to the Sign Review Committee and/or the AEC for approval. Applicant will be notified of times and dates on which proposal will be considered.
 - c. Any proposal requiring a variance of regulations must be approved by both the AEC and the full SRIA Board. Upon the required approval by the SRIA staff, AEC and/or SRIA Board, the proposed sign must be submitted for review and permit issuance by Escambia County.
2. Drawings and information submitted must include:
 - a. Detailed face view.
 - b. Detailed section view (including foundation details if a free-standing sign).
 - c. Full color rendering of a copy of the three submitted.
 - d. Description of all materials used.
 - e. Method of lighting, if any.
 - f. Dimensions of sign and reader board, if any.
 - g. Height of top of sign above crown of nearest street, if freestanding.
 - h. Height of bottom of sign above crown of nearest street, if freestanding and elevated.
 - i. Size of sign in square feet.
 - j. If double-faced, indicate if both sides are identical.
 - k. ~~If colors are used other than those prescribed, indicate what percentage of the sign area contains additional color or colors.~~

~~l. k. If attached sign, show calculations for computing size, based on ten percent of the area of the first floor, street elevation of the building. (Necessary only if sign exceeds 32 square feet).~~

~~m. If attached sign is to be used in conjunction with a freestanding sign, show calculations as above, only based on eight percent rather than ten percent.~~

~~n. j. If free-standing sign, include three copies of a scaled site plan or a survey, if deemed necessary, showing proposed sign location and exact distances to structure on premises, to front and nearest side lot lines and to street right-of-way and/or easement lines.~~

~~o. Indicate if lettering is to be raised, routed or incorporated into a sandblasted technique.~~

~~p. m. If freestanding sign, show location materials to be used (including plants), and dimensions of proposed landscaped area.~~

NOTE: The full color rendering drawing submitted will be retained by SRIA and becomes its property.

(Ord. No. 97-51, s 2, 10-2-1997; Ord. No. 98-53 s 1, 12-3-1998; Ord. No. 2012-23 s 1, 6-28-2012)

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 THIS _____ DAY OF _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3444

Growth Management Report 11. 4.

BCC Regular Meeting

Public Hearing

Meeting Date: 02/07/2013

Issue: 5:47 p.m. - A Public Hearing - Comprehensive Plan Text Amendment CPA 2012-06

Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning a Comprehensive Plan Text Amendment CPA-2012-06

That the Board of County Commissioners review and adopt Comprehensive Plan Text Amendment (CPA) 2012-06, 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.

On January 11, 2013 staff received a letter from the Department of Economic Opportunity (DEO) saying that they 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.

BACKGROUND:

With the pending approval of the Perdido Key Habitat Conservation Plan, buildable acreage on the key will become more limited. Staff is seeking ways to increase density within smaller footprints. The current Floor Area Ratio (FAR) and building heights limit the ability to concentrate density.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Comprehensive Plan Amendment.

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 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

1 Escambia County that the plan amendment package is complete. If timely challenged,
2 this ordinance shall not become effective until the Department of Economic Opportunity
3 or the Administration Commission enters a final order determining the ordinance to be in
4 compliance.

5
6 DONE AND ENACTED this ____ day of _____, 2013.

7
8 BOARD OF COUNTY COMMISSIONERS
9 ESCAMBIA COUNTY, FLORIDA

10
11
12 By: _____

13 ATTEST: Pam Childers
14 Clerk of the Circuit Court

Gene M. Valentino, Chairman

15
16 By: _____
17 Deputy Clerk

Date Executed: _____

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19 (SEAL)

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21 ENACTED:

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23 FILED WITH THE DEPARTMENT OF STATE:

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25 EFFECTIVE DATE:

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28 ATTACHMENTS: Relevant Escambia County Comprehensive Plan: 2030

ORDINANCE NUMBER 2013-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030; AMENDING FUTURE LAND USE ELEMENT MU-PK; REMOVING CERTAIN RESTRICTIONS ON DEVELOPMENT, HEIGHT, AND DENSITY; INCREASING THE FLOOR AREA RATIO; AND ADDING MINIMUM PERVIOUS AND MAXIMUM IMPERVIOUS AREA STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose.

The purpose of this ordinance is to amend Future Land Use category MU-PK to remove certain standards for development, building height, and density; amend the Floor Area Ratio (FAR), and add pervious and impervious area requirements.

Section 2. Comprehensive Plan Amendment.

The Escambia County Comprehensive Plan: 2030 is amended as shown in the attached Exhibit A (additions are underlined and deletions are ~~struck through~~).

Section 3. Severability.

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

Section 4. Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes, 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 its intentions.

Section 5. 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
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Gene M. Valentino, Chairman

By: _____
Deputy Clerk

Date Executed: _____

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

ATTACHMENTS: Relevant Escambia County Comprehensive Plan: 2030

			<p>25%</p> <p>b) Public/Rec/Inst. – 5% to 20%</p> <p>c) Non-Residential: Retail/Service – 30% to 50%</p> <p>Office – 25% to 50%</p> <p>Light Industrial – 5% to 10%</p> <p>In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:</p> <p>a) Residential – 70% to 85%</p> <p>b) Public/Rec/Inst. – 10% to 25%</p> <p>c) Non-Residential – 5% to 10%</p>
Mixed-Use Perdido Key (MU-PK)	<p>Intended for a complementary mix of residential, commercial and tourism (resort) related uses.</p> <p>Residential development in the MU-PK FLUM category shall be limited to 7,150 dwelling units and 1,000 lodging units.</p>	<p>Single family and multi-family residential; condominiums; hotels/motels, commercial, active and passive recreational facilities, plazas and other civic uses; public and quasi-public facilities (including government facilities, public utilities, religious facilities and organizations).</p> <p>Up to 16% of the land in the MU-PK FLUM category may be developed in resort/tourist related uses and in small scale commercial uses.</p> <p>Also, the types of small scale commercial uses allowed will be strictly controlled pursuant to the Perdido Key</p>	<p>Residential Minimum Density: None</p> <p>Maximum Density: 25 du/acre (based on proposed zoning districts)</p> <p>Building heights in residential areas may be no more than eight stories, or two stories less than an adjacent structure, if the adjacent structure is greater than eight stories and existed on June 1, 1997.</p> <p>Non-Residential Minimum Intensity: None</p>

		<p>zoning districts.</p> <p>In the low and medium density residential zoning districts the non-residential uses may include churches, public utilities and facilities, parks and recreation areas, golf courses, tennis courts, swimming pools, etc. In the medium density residential zoning districts, non-residential uses may also include kindergarten and childcare centers and professional offices (architects, engineers, lawyers, consultants, medical/dental, real estate, insurance, etc.)</p> <p>The uses allowed in the commercial district include a full range of commercial enterprise activities and are contingent upon conformity of such uses with all requirements of this Plan and the Perdido Key zoning regulations, thereby assuring that such commercial development is undertaken in an environmentally sensitive manner. When using density transfers, densities may not be transferred to parcels south of Perdido Key Drive.</p>	<p>Maximum Intensity: 4.4 6.0 Floor Area Ratio (FAR)</p> <p>Building heights in commercial areas may be no more than eight stories plus two stories for parking. Building heights in the commercial core area will be based on percentage of lot coverage.</p> <p><u>Minimum pervious area: 20%</u></p> <p><u>Maximum impervious cover area: 80%</u></p>
Mixed-Use Pensacola Beach (MU-PB)	Intended for a complementary mix of uses on the developable lands at Pensacola Beach and is designed to accommodate and encourage innovative land development types and arrangements.	The location and distribution of uses shall generally follow the distribution of uses included in the 1988 Pensacola Beach Land Utilization Plan, which is included in Chapter 1 of the Foundation Document and Chapter 85-409, Laws of	<p>Mix of uses shall be approx. 35% residential, 15% commercial/tourism (resort) and 50% open space/recreation.</p> <p>Also, densities may be increased, decreased</p>



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3789

Growth Management Report 11. 1.

BCC Regular Meeting

Consent

Meeting Date: 02/07/2013

Issue: Schedule of Public Hearings

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

A. Thursday, February 21, 2013

5:45 p.m. - A Public Hearing - LDC Ordinance - Article 6, Zoning District, Perdido Key

B. Thursday, March 21, 2013

1. 5:45 p.m. - A Public Hearing - LDC Ordinance- Article 13.12 Docks and Piers- SRIA

2. 5:46 p.m. - A Public Hearing - LDC Ordinance - Article 13.01 Administration- SRIA



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3800

County Administrator's Report 11. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/07/2013

Issue: Donation of Surplus Ambulance to Pensacola State College

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Donation of a Surplus Ambulance to Pensacola State College - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning disposition of surplus equipment and donation of a 2004 GMC G-4500 Horton Ambulance, Property Number 54650, Serial Number 1GDE4C1254F511228, to the District Board of Trustees of Pensacola State College, for use by the Emergency Medical Services (EMS) Academy in its EMS Training Program:

- A. Approve the Request for Disposition of Property Form for the ambulance, which is no longer needed for County purposes, to be appropriately disposed of through donation to the District Board of Trustees of Pensacola State College;
- B. Adopt a Resolution authorizing the conveyance of tangible personal property to the District Board of Trustees of Pensacola State College, for use by the EMS Academy in its EMS Training Program, in compliance with Section 274.06, Florida Statutes; and
- C. Authorize the Chairman to sign required documents related to the donation.

BACKGROUND:

Florida Statutes s. 274.06 authorizes the Board to dispose of certain tangible property, the value of which it estimates to be under \$5,000, in the most efficient and cost-effective means it determines. This ambulance is seven years old (acquired November 2005) with an odometer reading of 154,488 and will be replaced by a newer model. During two public auctions held in 2012, five 2004 Horton ambulances were offered for bid. The average revenue collected was \$1,780 per ambulance. The most collected for one ambulance was \$3,000 and the least, \$1,200. This places the value of the unit well below the \$5,000 established by Florida Statutes.

Steve White, Director of the EMT Program, for the Pensacola State College Emergency Medical Services Academy, submitted a request for donation of a retired ambulance to conduct more realistic EMS training and an Emergency Vehicle Operator Course (EVOC). In March 2012, the Board approved an Interlocal Agreement between Escambia County and the District Board of Trustees of Pensacola State College for the provision of student clinical training. That Agreement enables students access to Escambia County EMS as a clinical training facility. Use

of the donated ambulance will be beneficial to the EMT program and Escambia County through recruitment of program graduates already familiar with, and having received EVOC training in, the ambulances used daily by ECEMS.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, Assistant County Attorney, approved the resolution as to form and legal sufficiency on January 22, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Florida Statutes requires the Board to follow certain procedures for proper disposal of tangible property owned by local governments.

IMPLEMENTATION/COORDINATION:

Sherry Holland, of Escambia County Fleet Maintenance, will ensure proper transfer of title to the Pensacola State College District Board of Trustees. Escambia County EMS Division Manager Pat Kostic will coordinate with the Pensacola State College Emergency Medical Services Academy, to arrange acquisition of the vehicle.

Attachments

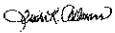
Dispo Form PSC Donation

Resolution PSC Donation

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Public Safety COST CENTER NO: 330302

Trisha K. Pohlmann DATE: January 18, 2013
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Trisha K. Pohlmann
2013.01.18 15:16:19 -06'00' Phone No: 471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54650	Ambulance	1GDE4C1264F511228	GMC G-4500	2004	Good

Disposal Comments: Value determined to be less than \$5,000; donate to Pensacola State College District Board of Trustees for use by the Emergency Medical Services Academy in its EMS training program.

INFORMATION TECHNOLOGY (IT Technician): N/A
 Print Name


Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: Information Technology Technician Signature:

TO: County Administration Date: 01/18/2013
 FROM: Escambia County Department Director (Signature):  Michael Weaver

Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date:
 TO: Board of County Commissioners
 FROM: County Administration

 George Touart
 Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:
Pam Childers, 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

RESOLUTION NUMBER R2013-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF TANGIBLE PERSONAL PROPERTY TO THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE FOR USE BY THE EMERGENCY MEDICAL SERVICES ACADEMY IN ITS EMERGENCY MEDICAL SERVICES TRAINING PROGRAM, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of certain tangible personal property (Property) more particularly described as a 2004 GMC G-4500 Horton Ambulance (Vehicle Identification Number 1GDE4C1254F511228); and

WHEREAS, the District Board of Trustees of Pensacola State College (College) has requested that the County convey the Property to it for use by the College's Emergency Medical Services Academy in its Emergency Medical Services training program; and

WHEREAS, the Board of County Commissioners has determined that the Property, the value of which is estimated to be under \$5,000, it is not needed for County purposes and that it is in the best interest of the County to convey the Property to the College under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to the College is authorized pursuant to Section 274.06, Florida Statutes;

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The Property shall be donated by the County to the College for no consideration and with all other costs associated with accepting the Property being borne by the College.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____ 2013.

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

Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By *[Signature]*
Title Asst. County Attorney
Date Jan 22, 2013



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3798

County Administrator's Report 11. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/07/2013

Issue: Memorandum of Understanding Between Gulf Islands National Seashore and Escambia County

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Understanding between Gulf Islands National Seashore and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning a Memorandum of Understanding Between Gulf Islands National Seashore and Escambia County, Florida:

A. Approve the Memorandum of Understanding Between Gulf Islands National Seashore and Escambia County, Florida, which establishes the intent of each party to provide assistance when needed during emergencies in or near the Gulf Islands National Seashore; and

B. Authorize the Chairman to sign the Memorandum of Understanding Between Gulf Islands National Seashore and Escambia County, Florida.

BACKGROUND:

This Memorandum of Understanding establishes the intent of each party to provide assistance when needed during emergencies in or near the Gulf Islands National Seashore.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the Memorandum of Understanding and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve all Memorandums of Understanding.

IMPLEMENTATION/COORDINATION:

Once approved and signed, two originals will be sent to the Gulf Islands National Seashore for signature. One of the originals will be returned to be held in the Clerk's Official Records.

Attachments

MOU with Gulf Island National Seashore

MEMORANDUM OF UNDERSTANDING

Between

Gulf Islands National Seashore

and

Escambia County, Florida

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to provide personal services and equipment required for prevention/suppression of vehicle, structural and wildland fires or hazardous material incidents and the protection of life and property from such fires or incidents in the Fort Pickens Area, The Santa Rosa Area, and the Perdido Key Area administered by Gulf Islands National Seashore (hereinafter Park). The Park will respond in kind, within limits, to requests from Escambia County Fire Rescue, a department of the Public Safety Division of Escambia County, Florida (hereinafter Department).

ARTICLE II - AUTHORITY

This agreement is entered into under the authority of statutes 42 USC 1856 and 16 USC 1b(1) which provide authority for the National Park Service (hereinafter NPS) to enter into reciprocal agreements and to render emergency fire fighting and cooperative assistance to nearby fire prevention agencies.

ARTICLE III - STATEMENT OF WORK

A. Fire or Hazardous Material Incident on Park Administered Land:

In the event of a structural or vehicular fire, a hazardous material incident or wildland fire on Park Administered land:

1. The **Department** agrees to:

a. Immediately notify the Park via the Gulf Breeze Communication Center at (850) 916-3010 or (850) 934-3040.

b. Respond to a fire with a qualified crew and equipment necessary for suppression, unless notified that such resources are not needed. Respond to a hazardous material incident with a qualified crew and the means to mitigate the incident

with minimal help from the park as no park personnel are qualified to deal with such incidents.

c. Cooperate with the Park staff in the immediate suppression of all fires unless a wildland fire has been designated by the Park as a prescribed burn. In such case cooperate with park staff in controlling the burn.

d. Cooperate with the Park under a Unified Incident Command, by taking the lead role and providing an Incident Commander on fires involving vehicles, structures or hazardous materials. The Park will take the lead role and provide an Incident Commander on wildland fires and prescribed burns.

e. Recognize that Park/NPS policies and requirements, especially those concerning the use of vehicles and other equipment off of roadways, may necessitate using fire-fighting procedures that differ from Department procedures.

f. When suppressing wildland fires, the Department agrees to cause minimal impact to the natural resources. No tractors will be used unless authorized by the Superintendent or designee. The Department also agrees to adhere to Park/NPS requirements when requested to do so by the Park Superintendent or a designated representative.

g. When suppressing any type fire, the Department agrees, in so far as is possible, to maintain the point of origin for the purpose of investigation by NPS personnel.

2. The Park agrees to:

a. Immediately notify the Department of a fire by contacting 911.

b. Cooperate with the Department under a Unified Incident Command, by assuming the lead role in wildland fires and prescribed burns and providing an Incident Commander. The Department will assume the lead role in fires involving vehicles, structures or hazardous materials.

c. Notify the Department prior to initiating all prescribed burns and prior to designating any wildland fire as a prescribed burn. The Park shall make every reasonable effort to ensure that a fire, administered as a prescribed burn, shall be properly monitored, staffed and managed according to National Park Service policy (Director's Order 18) and the Gulf Islands National Seashore Fire Management Plan.

d. In case of wildland fires to provide qualified wildland fire fighting personnel, if available, to assist with suppression. In case of other types of fires to provide traffic control and/or emergency medical assistance for injured persons, if qualified personnel are available.

e. Solicit and accept recommendations from the Department command personnel in suppression and rescue procedures, insofar as they do not conflict with Park/NPS policies.

B. Fire Adjacent to Exterior Park Boundaries:

In the event of a fire on land adjacent to the Park boundary:

1. The **Park** agrees to:

a. Respond to emergency requests from the Department with qualified wildland fire fighters, if available, to assist with suppression of wildland fires within the Escambia County Fire District.

b. Provide only traffic control and/or emergency medical assistance for injured persons in other types of fires or hazardous material incidents, if qualified personnel are available.

c. Recognize and follow orders from the Department command personnel or appropriate city/state authority.

2. The **Department** agrees to:

a. Establish a clear command structure and provide orders and instructions to Park personnel.

C. Other Emergency Incidents:

1. Other emergency incidents include, but are not limited to, motor vehicle accidents, plane crashes, search and rescues, natural and unnatural disasters, and the scenes of medical emergencies.

2. Responsibility for non-fire emergency incident activities will normally rest with the agency having jurisdictional control at the location of the incident. Should the assisting agency reach the scene first, initial action will commence immediately under the direction of the Initial Action Incident Commander and continue until such time as relieved by the Incident Commander designated by the responsible agency.

In the event of a bomb threat:

1. The **Department** agrees to:

a. Render assistance as needed to evacuate visitors and park personnel to a safe location away from the threat.

2. The Park agrees to:

a. Notify Hurlburt or Eglin Air Force Base and request assistance from their Ordnance Disposal Unit.

b. Warn visitors and employees of the danger and provide directions to effect an orderly evacuation to a safe location.

D. Operations:

1. Department personnel and equipment will be activated as follows:

a. Emergencies - The Park will request emergency assistance by contacting 911 from within the county or through Gulf Breeze Police Department Communications Center at (850)916-3010.

b. Business - The Park will initiate business contacts by calling the Department or Chief at (850) 475-5530.

2. Park personnel and equipment will be activated as follows:

a. The Department will request emergency assistance by contacting the Park through the Gulf Breeze Police 24 hour Dispatch at (850) 916-3010.

b. Business - The Department will initiate business contacts by calling the following positions:

- 1) District Ranger (currently Dane Tantay)
 - (850) 934-2651 (office)
 - (850) 232-3639 (cell)
- 2) Chief Ranger (currently DeDe Mladucky)
 - (850) 934-2605 (office)
 - (850) 232-2018 (cell)
- 3) Fire Management Officer (currently Mark Nicholas)
 - (850) 934-2619 (office)
 - (850) 232-3619 (cell)

E. General Provisions:

1. The Park and the Department mutually agree to the following:

a. In the execution of this Agreement, employees or agents of the Department are not considered to be employees of the Park or NPS.

b. No party to this Agreement shall be bound to make any expenditure under the

Agreement, except as authorized by law.

c. The Park and the Department waive all claims against each other for compensation for any loss, damage, personal injury or death occurring as a consequence of activities pursuant to this Agreement.

d. All suppression qualified Park personnel will meet, as a minimum, the requirements found in Director's Order 18.

e. All suppression qualified Department personnel will meet the minimum requirements of the Department.

f. The respective parties of this Agreement will provide Personal Protective Equipment (PPE) for their employees.

g. Participate in joint training exercises/drills in areas covered by this Agreement upon request. NPS will provide training in wildfire suppression upon request.

h. Both parties will review this Agreement annually to update changes in Park or Department personnel or phone numbers and provide the other party with a list of any changes made.

F. Agreement Evaluation:

The parties will jointly review the results and effectiveness of this Agreement after any incident involving both parties. The Agreement may be amended at any time by the written, mutual consent of the parties. The approved amendment(s) will immediately become a part of the Agreement.

ARTICLE IV - TERM OF THE AGREEMENT

This Agreement shall be in effect for a period of five (5) years, commencing on the date of signature of the Park Superintendent.

ARTICLE V - KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. For the NPS:

Daniel R. Brown
Superintendent
Gulf Islands National Seashore
Phone (850) 934-2604

2. For the Department:

Patrick T. Grace
Fire Chief
Escambia County Fire Rescue
Phone (850) 475-5530

B. Communications – The Department will address any communication regarding the Agreement to the key official with a copy to the Contracting Officer. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.

C. Changes in Key Officials – Neither the NPS nor the Department may make any permanent changes in key officials without giving notice to the other party.

ARTICLE VI – FUNDING

Funds will not be exchanged under this Agreement. In-kind services will be exchanged as set forth in Article III.

Each party will be responsible for seeking funding for their operations and will not be dependent on the other for operational expenditures.

ARTICLE VII – PRIOR APPROVAL

Not applicable

ARTICLE VIII – REPORTS AND/OR OTHER DELIVERABLES

Each party is responsible for its own timekeeping and other required records and reports. Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties.

ARTICLE IX – PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished by the NPS to the Department during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

ARTICLE X – MODIFICATION AND TERMINATION

A. This Agreement may be modified only by a written instrument executed by the parties.

- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and try to resolve their differences.

ARTICLE XI - REQUIRED CLAUSES

A. Civil Rights

During the performance of this Agreement, the participants will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age or sex.

B. Promotions

The Department will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, Bureau, or Government employee endorsement of a product, service, or position which the Department represents. No release of information relating to this Agreement may state or imply that the Government approves of the Department's work product or considers the Department's work product to be superior to the other products and services.

C. Public Information Release

Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the matter of publication or interpretation results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

ARTICLE XII – SIGNATURES

In witness whereof, duly authorized representatives of the parties have affixed their signatures on the dates shown below.

FOR ESCAMBIA

Board of County Commissioners
Escambia County, Florida

By: _____
Gene M. Valentino, Chairman

Date: _____

BCC Approved: _____

Attest: Pam Childers
Clerk of Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.

By: [Signature]
Title: ACF
Date: 1/18/13

**FOR GULF ISLANDS NATIONAL
SEASHORE:**

By: _____
Daniel R. Brown, Superintendent

Date: _____

WITNESS

WITNESS



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3823

County Administrator's Report 11. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/07/2013

Issue: Reappointment to the Tourist Development Council

From: George Touart

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment to the Tourist Development Council - George Touart, Interim County Administrator

That the Board waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Denis McKinnon, Jr., to the Tourist Development Council, for a four-year term, effective retroactively February 3, 2013, through February 2, 2017, as an "Interested in Tourism" appointee.

BACKGROUND:

Mr. Denis McKinnon, Jr., has expressed the desire to serve another term. His Resume is provided for your review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments / reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resume of Denis McKinnon, Jr.

*Denis McKinnon, Jr.
1051 Wonderwood Ct
Pensacola, FL 32514*

WORK EXPERIENCE:

06/03-Present Coldwell Banker United Realtors

President and Chief Operating Officer

- Operate 450 Agent firm
- 13 Offices from Mobile, Alabama to Panama City, Florida

06/97-06/03 Beggs & Lane Law Firm

Director of Administration

- Operated business side of 20 attorney firm
- Started and operated Gulf Coast Title Partners

11/89- 09/96 United States Marine Corps

Captain, Naval Aviator

- Helicopter Pilot

VOLUNTEER EXPERIENCE:

Florida Association of Realtors, District Vice President

Escambia County Tourism Development Council, Past Chairman

Junior Achievement, Board Chairman

Associated for Retarded Citizens Gateway, Board Chairman

Communities in Schools, Board Chairman

United Way, Board Chairman, Campaign Chairman

PJC Foundation

PJC, Trustee

Pensacola Area Chamber of Commerce, Membership Vice-Chair

Pensacola Association of Realtors, President

Civic Center Advisory Committee

Escambia County Tourism Development Council, Board Chairman

AWARDS and RECOGNITION:

Pensacola Association of Realtors, Realtor of the Year 2012

Independent News Do-Goooder of the Year

Civitan Citizen of the Year

Pensacola Area Commitment to Excellence Emerging Leader

Family:

Wife Perri McKinnon, Son Denis McKinnon, III, Daughter Lauren McKinnon



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3806

County Administrator's Report 11. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/07/2013

Issue: Perdido Key Name Change

From: Gene Valentino, District 2 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Changing the Name "Perdido Key" to "Perdido Key Beach" - Gene M. Valentino, County Commissioner, District 2

That the Board take the following action concerning the name change from "Perdido Key" to "Perdido Key Beach":

A. Adopt the Resolution requesting that the Florida Department of Transportation (FDOT) change FDOT's County Map reference from "Perdido Key" to "Perdido Key Beach";

B. Authorize the Chairman to sign the Resolution; and

C. Direct staff to ensure that this name change is added to the official Florida Transportation Map.

BACKGROUND:

Escambia County, having communicated with the Perdido Key Area Chamber of Commerce, desires to change the name "Perdido Key" to "Perdido Key Beach". The County believes that changing the name will promote tourism and enhance the local economy. In addition, if the name is changed, the Florida Department of Transportation has indicated that they would be able to reflect the name change on existing signs, but will have to review all new sign requests.

BUDGETARY IMPACT:

There are no required County funds. All funds associated with this request will be handled by FDOT.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency on January 16, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The name change has been discussed with the Perdido Key Area Chamber of Commerce and the West End Advisory Committee.

Attachments

Resolution

RESOLUTION NUMBER R2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CHANGE FDOT'S COUNTY MAP REFERENCE FROM "PERDIDO KEY" TO "PERDIDO KEY BEACH"; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, FDOT's existing map currently references a portion of Escambia County as "Perdido Key"; and

WHEREAS, in order to promote tourism and enhance the local economy, the Perdido Key Chamber of Commerce has requested that existing guide signs on Interstate 10, Interstate I-110, and the Pensacola International Airport identify the area as "Perdido Key Beach"; and

WHEREAS, in order for the FDOT to make changes to existing guide signs, a request must be made by the Board of County Commissioners to change the map reference from "Perdido Key" to "Perdido Key Beach"; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida supports the proposed change and requests that the Florida Department of Transportation (FDOT) change the existing map reference from "Perdido Key" to "Perdido Key Beach".

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

SECTION 1. That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Escambia County Board of County Commissioners hereby requests that the FDOT change the existing map reference from "Perdido Key" to "Perdido Key Beach".

SECTION 3. That the Escambia County Board of County Commissioners hereby directs the Transportation & Traffic Operations Division staff to forward a copy of this resolution to James T. Barfield, P.E, District Three Secretary, FDOT.

SECTION 4. That this resolution shall become effective immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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: *Justin Neal*

Title: *ACTA*

Date: *1/16/13*



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3792

County Administrator's Report 11.5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/07/2013

Issue: Authorization for Out-of-County Travel - 2012/2013 Revised Annual Travel Schedule

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Authorization for Out-of-County Travel - 2012/2013 Revised Annual Travel Schedule - George Touart, Interim County Administrator

That the Board authorize out-of-County travel for any representative of the Commission, the County Administrator, and/or the County Attorney wishing to participate in the conferences/events, as noted on the 2012/2013 Revised Annual Travel Schedule.

BACKGROUND:

The attached conferences/events schedule has been revised to include several dates and locations that were previously listed as "to be determined". The schedule also reflects two date changes associated with the Florida Association of Counties County Commissioner Certification Classes. The last change is The Florida Bar's Sunshine Law, Public Records, and Ethics seminar on February 8, 2013, in Tallahassee, Florida.

BUDGETARY IMPACT:

Expenditures for travel expenses will be from budgeted funds within the appropriate Cost Center for the traveler.

LEGAL CONSIDERATIONS/SIGN-OFF:

Travel reimbursement is in compliance with Florida Statutes Chapter 112.061 Per Diem and Travel Expenses and the Board of County Commissioner's Policy "Out-of-County Travel, Section I, Part C.4".

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy, Section I, Part C.4{A}, requires Commission approval for travel out of the County by the Commissioners, the County Administrator, and the County Attorney.

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will handle all of the details associated with the above travel.

Attachments

Annual Revised Conference Schedule FY 2012/2013

ANNUAL TRAVEL/CONFERENCE SCHEDULE 2012-2013

DATE	ORGANIZATION	TYPE OF MEETING	LOCATION
*October 4-5, 2012	Florida Association of Counties	Advanced Comr. Certification	Gainesville, FL (Alachua County)
October 24-26, 2012	FLERA	2012 FLERA Conference	Orlando, FL (Orange County)
November 28-30, 2012	Florida Association of Counties	Legislative Conference	Sarasota, FL (Sarasota County)
November 28, 2012	Florida Association of Counties	New Commissioner Orientation	Sarasota, FL (Sarasota County)
January 10-11, 2013	Florida Association of Counties	New Commissioner Workshop	Gainesville, FL (Alachua County)
January 16, 2013	WFRPC Transportation Symposium	Transportation Symposium	Fort Walton Beach, FL
February 8, 2013	The Florida Bar	Sunshine Law, Public Records, and Ethics Seminar	Tallahassee, Florida
March 2-6, 2013	NACo Legislative Conference	Legislative Conference	Washington, D.C.
March 11-13, 2013	Greater Pensacola Chamber of Commerce	Chamber Fly-In	Washington, DC
March 25-28, 2013	National Hurricane Conference	Annual Hurricane Conference	New Orleans, LA
March 28, 2013 April 3, 2013	Florida Association of Counties	CCC Workshop Ethics	Tallahassee, FL (Leon County)
April 4, 2013	Florida Association of Counties	Legislative Day	Tallahassee, FL (Leon County)
March 29, 2013 April 5, 2013	Florida Association of Counties	CCC Workshop -Financial Management	Tallahassee, FL (Leon County)
June 25-27, 2013	Florida Association of Counties	FAC Annual Conference	Tampa, FL (Hillsborough County)
July 19-22, 2013	NACo Annual Conference	Annual Conference	Fort Worth, Texas (Tarrant County)
September 18-20, 2013	Florida Association of Counties	Policy Conference	West Palm Beach, FL
November 13-15, 2013	Florida Association of Counties	Legislative Conference	Daytona Beach, FL
**TBD	Florida Association of Counties	Annual Policy Conference	**TBD
**TBD	Gulf Power	Economic Symposium	Destin, FL (Okaloosa County)
**TBD	BP Oil Spill Meetings	Any meeting related to the BP Oil Spill	**TBD
***TBD	Florida Association of Counties	FAC BOD/Policy Meetings	**TBD
**TBD	Florida Department of Transportation	County Related	**TBD
**TBD	Florida Association of Counties	County Commissioner Certification	**TBD
* Comr. Gene Valentino will finish his ACC certification in October 2012.			
**Meeting Date and Location to be determined.			
***Both Comr. Valentino and Comr. Robinson are on FAC's BOD/Policy Committee.			
**TO BE DETERMINED			



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3840

County Administrator's Report 11. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/07/2013

Issue: Escambia Marine Advisory Committee Appointment

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Escambia Marine Advisory Committee - George Touart, Interim County Administrator

That the Board confirm Commissioner Lumon J. May's appointment of Ms. Eileen Beard to the Escambia Marine Advisory Committee, to serve as one of his two appointees, effective February 7, 2013; this appointment will run concurrent with Commissioner May's term of office or at his discretion.

(MS. EILEEN BEARD'S RESUME WILL BE DISTRIBUTED UNDER SEPARATE COVER.)

BACKGROUND:

The Escambia Marine Advisory Committee is charged to explore research, provide technical expertise, and make recommendations to the Board of County Commissioners regarding the development, administration and preservation of the County's marine resources. Ms. Beard has expressed a willingness to serve on the Escambia Marine Advisory Committee.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I, Part B.1, 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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3850

County Administrator's Report 11.7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 02/07/2013

Issue: Appointments to the West End Advisory Committee

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointments the West-End Advisory Committee - George Touart, Interim County Administrator

That the Board take the following action concerning Commissioner Valentino's appointments to the West-End Advisory Committee:

A. Confirm the appointment of Mr. Will Kennedy, to replace Mr. Fred Garth, with the term of appointment to begin February 7, 2013, and to run concurrent with Commissioner Valentino's term of office or at his discretion; and

B. Confirm the appointment of Mr. Ralph Loveless, to replace Dr. Darren McClellan, with the term of appointment to begin February 7, 2013, and to run concurrent with Commissioner Valentino's term of office or at his discretion.

BACKGROUND:

Mr. Kennedy and Mr Loveless have express the desire to serve on the West-end Advisory Committee; their Resumes are provided for review.

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.

Attachments

Resumes

**Will Kennedy
9630 Westgate Circle
Pensacola, FL 32507
January 26, 2013**

**Gene Valentino
District 2 Commissioner
Escambia County Board of County Commissioners**

Dear Mr. Chairman:

I would like to express my interest in serving both Escambia County and District 2 as a member of the West End Advisory Committee. It is my desire to assist the Board of County Commissioners in whatever capacity I can.

Let me provide a brief summary of my experience and qualifications.

- **Anchor/Reporter – WEAR Television (2011-present)**
- **Board Member – Pensacola Sports Association**
- **Board Member/Basketball Director – PBYSA (2010-present)**
- **President – Blue Angel Lake HOA (2011-2012)**
- **Educator – Escambia County School District (2008-2011)**

It is my belief that I can bring a unique viewpoint and background to the West End Advisory Committee. I appreciate the consideration of the BOCC.

Sincerely,

Will Kennedy

RALPH LOVELESS
16787 Perdido Key Drive
A 401
Pensacola Fl.
(850) 492-1938

Born in Birmingham AL, April 8, 1936; Elementary and High School education in Birmingham Public Schools; Undergraduate degree in Commerce and Business Administration and law degree from University of Alabama.

Practiced law for 42 years in Mobile AL and Washington DC; Admitted to practice in all AL courts, U.S. District Courts for Southern District of Alabama and District of Columbia, 5th and 11th U.S Circuit Courts of Appeal, and U.S. Supreme Court.

Retired from practice of law in 2001 and moved to a Perdido Key, FL condominium owned for over 12 years; elected to condominium Board of Directors four times , twice serving as President; former President, Perdido Key Association; member, now disbanded Perdido Key Leadership Group.

Retired from USAFR as a JAG Lt. Col.

Former President, Univ. of Alabama National Alumni Association; former member Univ. of Alabama President's Cabinet; named 2002 Univ. of Alabama Distinguished Alumnus.

Active member, Perdido Bay United Methodist Church, currently serving as Chairman of its Staff, Pastors, Parish Committee; Active member Kiwanis Club of Big Lagoon, named its 2011 – 2012 Kiwanian of the Year, and currently serving as its President–elect.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3784

County Administrator's Report 11. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/07/2013

Issue: SBA #074 - Sheriff's Office Reimbursements and Proceeds

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #074 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #074, General Fund (001) in the amount of \$99,333, to recognize insurance proceeds for damaged equipment, off-duty employment expenses, and miscellaneous Sheriff's fees, and to appropriate these funds for law enforcement activities in Escambia County.

BACKGROUND:

The Sheriff's Office has received off-duty officer reimbursements and proceeds totaling \$99,333, these funds must be placed back into the Sheriff's Budget for law enforcement activities in Escambia County.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by \$99,333.

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#074

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 Escambia County Sheriff's Office has received insurance proceeds for damaged equipment Off-Duty employment expenses, and miscellaneous Sheriff's fees. These funds must now 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 Fund Name	1 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Insurance Proceeds	1	369008	35,003
Reimbursement (Off Duty)	1	369401	58,165
Miscellaneous Sheriff Fees	1	369939	6,165
Total			\$99,333

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Expenditures	001/540101	59703	99,333
Total			\$99,333

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:
PAM CHILDERS
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
#074



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3813

County Administrator's Report 11. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/07/2013

Issue: Supplemental Budget Amendment #083 - Prior Year Grant Balances

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #083 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #083, Escambia County Restricted Fund (101) and Other Grants and Projects Fund (110) in the amount of \$230,543, to recognize the remaining balance of funds for the National Pollutant Discharge Eliminated System (NPDES) permit program and other Grants, and to appropriate these funds into the correct Cost Centers for Fiscal Year 2012/2013.

BACKGROUND:

The NPDES program and several grants have remaining balances that are not recognized in this year's budget. These prior year fund balances need to be recognized and appropriated correctly.

BUDGETARY IMPACT:

This amendment will increase Fund 101 by \$84,071 and Fund 110 by \$146,472.

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# 083

**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 has prior year fund balances for the NPDES program and other grants that were not recognized, and now these 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:

Escambia County Restricted Other Grants & Projects	101 110		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Density Reduction PNS-NAS	110	334220	180
International Paper Educational	110	366006	647
EPA Brownfield Redevelopment	110	331322	(8,170)
2010 State Homeland Security HazMat	110	331272	69,744
Transfers from F-110	101	381110	84,071
Estimated Fund Balance	110	389901	84,071
Total			\$230,543

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Land	110/221006	56101	180
Operating Supplies	110/221014	55201	647
Professional Services	110/220342	53101	(8,170)
Other Salaries and Wages	110/330232	51301	\$8,744
Overtime	110/330232	51401	10,000
Travel & Per Diem	110/330232	54001	10,000
Training & Registrations	110/330232	55501	10,000
Machinery & Equipment	110/330232	56401	31,000
Transfers to F-101	110/221003	59101	84,071
Other Contractual Services	101/221018	53401	5,000
Repair & Maintenance	101/221018	54601	13,500
Other Current Charges & Obligations	101/221018	54901	500
Operating Supplies	101/221018	55201	5,000
Machinery & Equipment	101/221018	56401	20,000
Reserves	101/221018	59801	40,071
Total			\$230,543

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:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

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

Gene M. Valentino, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
083



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3817

County Administrator's Report 11. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/07/2013

Issue: Supplemental Budget Amendment #084 - FDEM Domestic Security Grant

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #084 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #084, Other Grants and Projects Fund (110) in the amount of (\$15,121), to recognize proceeds from the State of Florida, Division of Emergency Management (FDEM) Grant Agreement Number EMW-2012-SS-00109-S01, and to appropriate these funds for Domestic Security activities. Existing balances within the Grant Cost Center and revenue code are also being adjusted to the correct amounts, which will have the net effect of reducing the overall Grant budget.

BACKGROUND:

The Board accepted FDEM Grant Agreement No. EMW-2012-SS-00109-S01 in its meeting held December 6, 2012. The funds will be used to implement various training activities in the effort to improve domestic security preparedness for Escambia County. The grant cost center and revenue code have existing balances that require adjusting, and the net overall effect is a reduction to the grant budget.

BUDGETARY IMPACT:

This amendment will decrease Fund 110 by \$15,121.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#084

**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 County Budget.

WHEREAS, Escambia County was awarded a grant by the State of Florida, Division of Emergency Management, through Contract Number EMW-2012-SS-00109-S01 and these funds must be recognized and appropriated, and existing funds within the grant cost center must be reallocated to the proper accounts.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

<u>Other Grants & Projects</u>	<u>110</u>		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
<u>Domestic Security Grant</u>	<u>110</u>	<u>334252</u>	<u>(15,121)</u>
<u>Fund Balance</u>	<u>110</u>	<u>389901</u>	<u>(7,888)</u>
<u>Domestic Security Grant</u>	<u>110</u>	<u>334252</u>	<u>7,888</u>
Total			<u>(15,121)</u>
Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
<u>Other Contractual Services</u>	<u>110/330459</u>	<u>53401</u>	<u>(15,121)</u>
<u>Other Contractual Services</u>	<u>110/330459</u>	<u>53401</u>	<u>(5,050)</u>
<u>Overtime</u>	<u>110/330459</u>	<u>51401</u>	<u>4,351</u>
<u>FICA</u>	<u>110/330459</u>	<u>52101</u>	<u>333</u>
<u>Retirement</u>	<u>110/330459</u>	<u>52201</u>	<u>304</u>
<u>Workers Comp</u>	<u>110/330459</u>	<u>52401</u>	<u>12</u>
<u>Operating Supplies</u>	<u>110/330459</u>	<u>55201</u>	<u>50</u>
Total			<u>(15,121)</u>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

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

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

Gene M. Valentino, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#084



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3819

County Administrator's Report 11. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/07/2013

Issue: Supplemental Budget Amendment #085 - LAP Agreement for Construction of Paved Shoulders along Jacks Branch Road

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #085 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #085, Local Option Sales Tax III Fund (352) in the amount of \$3,700,000, to recognize proceeds from a State of Florida Department of Transportation (FDOT) Local Agency Program Agreement (LAP), and to appropriate these funds for construction of paved shoulders along Jacks Branch Road.

BACKGROUND:

Escambia County is entering into a LAP agreement with the FDOT and will be reimbursed up to \$3,700,000. The funds are for construction of paved shoulders along Jacks Branch Road.

BUDGETARY IMPACT:

This amendment will increase Fund 352 by \$3,700,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#085

**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 County Budget.

WHEREAS, Escambia County will receive funds from the State of Florida Department of Transportation under a Local Agency Program Agreement for construction of paved shoulders along Jacks Branch Road, 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:

Local Option Sales Tax III	352		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
LAP - Jacks Branch Road	352	334451 (new)	3,700,000
Total			3,700,000

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Improvements Other than Buildings	352/new	56301/13EN2325	3,700,000
Total			3,700,000

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:
PAM CHILDERS
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
#085



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3820

County Administrator's Report 11. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/07/2013

Issue: Approval of Miscellaneous Appropriations Agreement for The Pensacola Bay Area Chamber of Commerce, Inc.

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Fiscal Year 2012/2013 Miscellaneous Appropriations Agreement for the Pensacola Bay Area Chamber of Commerce, 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 Bay Area Chamber of Commerce, Inc.:

- A. Approve the Miscellaneous Appropriations Agreement, in the amount of \$400,000, to be paid from the Economic Development Fund (102), Cost Center 360704, Account 58201;
- B. Authorize the Chairman to sign the Agreement and all other necessary documents; and
- C. Authorize the approval of the necessary Purchase Order.

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2012/2013 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Chamber Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
THE PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.**

THIS AGREEMENT is made and entered into this 7th day of February 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 The Pensacola Bay Area Chamber of Commerce, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 117 West Garden Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0190330 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of the County by spearheading public discourse and action on the development and implementation of economic blueprints for expansion of business and industry in Escambia County; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this 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 monies to it for such work; 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 monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's Economic Development Fund for the County's current Fiscal Year 2012/13 (October 1 through September 30), the sum of \$400,000.00 to conduct the program generally described as:

The Pensacola Bay Area Chamber of Commerce, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To acknowledge that the County is subject to the provisions of Chapter 119, Florida Statutes, relating to the public records and that report, invoices, and other documents the Recipient shall submit to the County, or that Recipient retains under this Agreement may constitute public records for the purpose of the requirements of chapter 119, Florida Statutes; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To operate successfully, the program more particularly described in Exhibit "A" to this Agreement, the Recipient may not enter into subcontracts or subgrants under this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2012, and will terminate on the 30th day of September 2013, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$400,000.00 to be matched by cash and in-kind for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County Administrator 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: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

THE PENSACOLA BAY AREA CHAMBER OF COMMERCE, INC.

By: _____

Title: President/CEO

Attest:

Secretary

This document approved as to form and legal sufficiency.

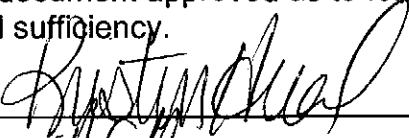
By: 
Title: CEO
Date: 1/24/13

EXHIBIT "A"

2011/2012 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION The Pensacola Bay Area Chamber of Commerce, Inc.

	<u>APPROVED BUDGET</u>
SALARIES AND BENEFITS	\$ <u>400,000.00</u>
SUPPLIES	\$ _____
TRAVEL.....	\$ _____
UTILITIES	\$ _____
EQUIPMENT (Unit Cost \$1,000 or more)	\$ _____
OTHER RECURRING COSTS:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL OTHER RECURRING COSTS	\$ _____
OTHER NON-RECURRING COSTS	
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL OTHER NON-RECURRING COSTS	\$ _____
GRAND TOTAL.....	\$ <u>400,000.00</u>

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

The Pensacola Bay Area Chamber of Commerce, Inc.

The Chamber's private economic development program seeks to diversity the area's economy through the retention and expansion of existing industries and recruitment of new businesses to the area. The Chamber's armed services section implements and maintains programs to enhance the area's support for the military and civil service initiatives.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. **For the remainder of the year, no funding is advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3821

County Administrator's Report 11. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/07/2013

Issue: Perdido Housing Corporation Bonds/Lamplighter Apartments

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Sale of the Lamplighter Apartments - Amy Lovoy,
Management and Budget Services Department Director

That the Board direct staff to draft and send a letter to the Bank of Oklahoma formally declining their offer to purchase the Lamplighter Apartment Project properties for \$20,720,787.42.

BACKGROUND:

In 1996 Escambia County approved the issuance of \$20,000,000 in conduit bonds by the Perdido Housing Corporation. These bonds were used to finance the Lamplighter Apartment project. When and if these bonds were ever paid off, the project would revert to County ownership. The County also has the option to pay off the outstanding bonds and take possession of the project.

This project is in foreclosure proceedings, and the Bank of Oklahoma serves as the trustee. The Lamplighter Apartment project will be sold in a foreclosure sale. In order for the trustee to commence the foreclosure sale they must first confirm that the County does not have the intent of exercising its option to pay off the bonds and take possession of the property.

This Board action will authorize staff to draft and send a letter indicating the County will not exercise its intent to pay off the bonds and take possession.

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

Bank of Oklahoma Letter

Marrien Neilson, Senior Vice President and Trust Officer
Bank of Oklahoma Corporate Trust Group
One Williams Center 10th Floor, Tulsa, OK 74103
918-588-6728 Fax 918-588-6083
Email: mneilson@bokf.com

ACKNOWLEDGEMENT LETTER

January 24, 2013

Escambia County
c/o Alison Rogers
221 Palafox Place, Suite 430
Pensacola, FL 32502

This is to acknowledge receipt the letter regarding Perdido Housing Corporation Escambia County, Florida Housing Revenue Bonds, Series 1996A&B (Lamplighter Project) informing the county of Escambia of the sale of the property securing the Bonds.



Signed

CHARLES V. PEPPER
Printed

Marrien Neilson, Senior Vice President and Trust Officer
Bank of Oklahoma Corporate Trust Group
One Williams Center 10th Floor, Tulsa, OK 74103
918-588-6728 Fax 918-588-6083
Email: mneilson@bokf.com

January 24, 2012

Escambia County, Florida
c/o Alison Rogers
221 Palafox Place, Suite 430
Pensacola, FL 32502

Re: Perdido Housing Corporation Escambia County, Florida Housing Revenue Bonds,
Series 1996A&B (Lamplighter Project)

Dear Ms. Rogers:

BOKF, NA dba Bank of Oklahoma serves as Successor Trustee (the "Trustee") to Amsouth Bank of Alabama under a Trust Indenture (the "Indenture") dated as of November 1, 1996 between Perdido Housing Corporation (the "Issuer") and the Trustee in connection with the referenced issue of Bonds. Escambia County, Florida (the "Sponsor"), by resolution, authorized the Issuer to issue the Bonds on their behalf.

The property securing the Bonds is being sold (with the consent of the majority of Bondholders) and proceeds of the sale will be used to redeem the Bonds. Pursuant to Section 8.02(e) of the Indenture, upon the sale of the Project, the Sponsor has the option to purchase the Project for an amount equal to the outstanding principal amount of the Bonds together with the interest accrued thereon to the date of purchase (\$20,720,787.42).

It is presumed that it is not Escambia County's intent to exercise its option to purchase the Project prior to the Sheriff's sale. As time is of the essence in selling this facility, we request that you send us written confirmation that the option to purchase will not be exercised as soon as possible. If convenient, this can be emailed or faxed; my information is provided above.

Sincerely,



Marrien Neilson
Senior Vice President and Trust Officer



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3803

County Administrator's Report 11.7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/07/2013

Issue: Contract Award, PD 02-03.79, Professional Services as Governed by Florida Statute 287.055

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action:

A. Award a Task Order-based Continuing Contract to Gulf Civil Engineering, LLC, per PD 02-03.79, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule as follows:

- Maximum Overhead – 168%
- Maximum Profit – 12%
- Maximum FCCM – 1.50%
- Maximum Multiplier – 301.66% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual basis]

BACKGROUND:

The legal advertisement for this "Request for Letters of Interest" (RLI) was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003. Due to the ongoing open nature of this solicitation responses are accepted continually and qualifying firms offering Professional Services as defined by FS 287.055 are recommended for contract award by the Office of Purchasing.

BUDGETARY IMPACT:

Funds to be budgeted for on an annual basis.

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract (Form F, Consulting Services) will be used.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts and F.S. 287.055 "Consultants' Competitive Negotiation Act".

IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documentation and contract signature the Office of Purchasing shall notify the departments. The Office of Purchasing shall work with departments in negotiating task orders.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3805

County Administrator's Report 11. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/07/2013

Issue: Contract Award, PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Contract Award for Removal of Derelict Vessels and Associated Debris from Escambia River - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract per the terms and conditions of PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River, to Florida Forest Recyclers, LLC, in the amount of \$68,498.

[Funding: Fund 110, Other Grants & Projects, Cost Center 220807, Object Code 53401]

BACKGROUND:

Removal of Derelict Vessels and Associated Debris from Escambia River, PD 12-13.013 was publicly noticed on Monday, January 7, 2013. 6 providers known to be able to meet the requirements of the solicitation were notified and 3 responses were received on Tuesday, January 22, 2013.

BUDGETARY IMPACT:

Funding: Fund 110 Other Grants & Projects, Cost Center 220807, Object Code 53401

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney prepared the Agreement for Removal of Derelict Vessels and Associated Debris from Escambia River

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Bid Tabulation
Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Removal of Derelict Vessels and Associated Drbris from Escambia River ITB# 12-13.013						
Bid Opening Time: 2:00 p.m., CDT Bid Opening Date: 1/22/12 Pre-Bid: N/A Opening Location: Rm 11.407	Cover Sheet/Acknowledgment	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u>, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyance, Corporation ID	Certificate of Authority to do Business in the State of Florida	Bid Bond/Check	Acknowledgment of Addendum	Total Bid Amount
NAME OF BIDDER								
Crowder Gulf Joint Venture, Inc. 5435 Business Parkway Theodore, AL 36526	X	X	X	X	X	X	X	\$527,000.00
DRC Emergency Services, LLC 740 Museum Drive Mobile, AL 36608	X	X	X	X	X	X	X	\$792,622.44
Florida Forest Recyclers, LLC 3371 Sugartree Drive Pensacola, FL 32503	X	X	X	X	X	\$3,500.00	X	\$68,498.00
BIDS OPENED BY:		Paul Nobles, CPPB, CPPO, Purchasing Coordinator			DATE: January 22, 2013			
BIDS TABULATED BY:		Cynthia Smith, Senior Office Support Assistant			DATE: January 22, 2013			

**CAR
DATE 02/07/2013**

**BOCC
DATE 02/07/2013**

The Purchasing Manager recommends to the BCC: **To award Florida Forest Recyclers LLC the contract for the Lump Sum total for Removal of Derelict Vessels and Associated Debris from Escambia River; PD# 12-13.013 as per plans and specifications in the amount of \$68,498.00.**

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted at 4:00 P.M., CST, Monday, January 22, 2013

PRN/crs

**AGREEMENT RELATING TO REMOVAL OF DERELICT VESSELS AND
ASSOCIATED DEBRIS FROM ESCAMBIA RIVER
PD 12-13.013**

This Agreement is made this 7th day of February, 2013, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Florida's Forest Recyclers, LLC, a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 45-2532873 and whose principal address is 3371 Sugar Tree Drive, Pensacola, Florida 32503.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid seeking bids for removal of derelict vessels and associated debris from Escambia River (PD 12-13.013); and

WHEREAS, Contractor was the lowest most responsive and most responsible bidder whose bid met the requirements and criteria set forth in the Invitation to Bid; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Scope of Services.** Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's ITB Specification No. P.D. 12-13.013, and corresponding addendum, attached hereto as **Exhibit "A"**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
3. **Contract Amount.** In exchange for Contractor's provision of the scope of services referenced in Section 2 above, County shall pay Contractor a single lump sum payment in the amount of Sixty Eight Thousand Four Hundred Ninety Eight Dollars (\$68,498.00).

4. Method of Payment.

a) County shall make full and final payment of the Contract Amount provided in Section 3 above within thirty (30) calendar days after Contractor's work is finally inspected and accepted by County, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as **Exhibit "B"**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

b) Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

c) The County may decline to approve final payment, or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

5. Bonds.

a) Contractor shall provide Performance and Payment Bonds, in the form prescribed in **Exhibit "C"**, in the amount of 100% of the Contract Amount, the costs of which to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better and Class "V" or higher rating as to financial size category and the amount required shall not exceed 2% of the reported policy holders surplus, all as reported in

the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

b) If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

c) As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the Project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

6. Contract Time and Liquidated Damages

a) Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. The Work shall be substantially completed within **One Hundred Eighty (180)** calendar days from the Commencement Date. The Work shall be fully completed and ready for final acceptance by the County within **Two Hundred and Ten (210)** consecutive calendar days from the Commencement Date (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

b) County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$500.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the County issues a Substantial Completion Certificate pursuant to the terms hereof.

c) Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in a timely manner.

d) When any period of time is reference to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

7. Contract Time and Time Extensions.

a) Contractor shall diligently pursue the completion of the work and coordinate the work being done on the Project by its subcontractors and materialmen, as well as coordinating its work with all work of others at the Project Site, so that its work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work under the Contract Documents.

b) Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

c) No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

b) Business Automobile Liability with \$1,000,000 per occurrence to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

c) **Excess or Umbrella Liability.**

d) **Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. The workers compensation policy is to be endorsed to include Jones Act Coverage for exposure that may arise from this agreement or contract.**

e) **Watercraft Liability with \$2,000,000 minimum per occurrence, including coverage parts of bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.**

f) **Pollution/Environmental Impairment Liability with \$5,000,000 minimum per claim/aggregate for any pollution and/or environmental impairment that may arise from this agreement or contract.**

g) **It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.**

h) **Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County by endorsement to the policy and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.**

11. **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

**To: Florida's Forest Recyclers, LLC
Attention: Vincent J. Whibbs, Jr.
3371 Sugartree Drive
Pensacola, Florida 32503**

**To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502**

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Compliance With Laws.

Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14. Permits, License and Taxes.

a) All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

15. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

16. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

17. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

18. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

19. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

20. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 7th day of February, 2013, and Florida's Forest Recyclers, LLC, signing by and through its President, duly authorized to execute same.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino
Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

BCC Approved: February 7, 2013

(SEAL)

This document approved as to form and legal sufficiency.

By: [Signature]
Title: HCA
Date: 1/29/13

CONTRACTOR:
Florida's Forest Recyclers, LLC

By: _____
President

ATTEST:

Witness: _____

Date: _____

Witness: _____

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

**REMOVAL OF DERELICT VESSELS AND ASSOCIATED DEBRIS
FROM ESCAMBIA RIVER**

SPECIFICATION NUMBER PD 12-13.013

BIDS WILL BE RECEIVED UNTIL: 2:00 p.m., CST, Tuesday, January 22, 2013

**To Be Held At:
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591**

Board of County Commissioners

**Gene M. Valentino, Chairman
Steven L. Barry, Vice Chairman
Luman J. May
Wilson B. Robertson
Grover C. Robinson, IV**

**From:
Claudia Simmons
Purchasing Manager**

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Purchasing Assistance:

Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: paul_nobles@co.escambia.fl.us

Technical Assistance:

Robert Turpin
Manager
Marine Resources
3363 West Park Place
Pensacola, FL 32505
T: 850.595.4395
e-mail: Robert_TURPIN@myescambia.com

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
REMOVAL OF DERELICT VESSELS AND ASSOCIATED DEBRIS
FROM ESCAMBIA RIVER
SPECIFICATION PD 12-13.013**

HOW TO SUBMIT YOUR BID

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION FORM* (**Pages 3 – 5**)
- BID SURETY (BOND, CHECK, ETC.), (**Described on page 17**)
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE "INSURANCE REQUIREMENTS" (**Described on Pages 20 – 24**)
- PROVIDE A LETTER FROM A SURETY COMPANY LICENSSED TO ISSUE BONDS IN THE STATE OF FLORIDA INDICATING THE OFFEROR'S ABILITY TO PROVIDE A PERFORMANCE BOND FOR 100% OF THEIR BID OFFER (**Described on Pages 17 – 18**)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES (**FORM PROVIDED, Pages 9 - 10**)
- DRUG-FREE WORKPLACE FORM (**FORM PROVIDED, Page 11**)
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION (**FORM PROVIDED, Pages 12 - 13**)
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT [HTTP://WWW.SUNBIZ.ORG/SEARCH.HTML](http://www.sunbiz.org/search.html))

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE (**Described on Pages 20 – 24**)
- PERFORMANCE BONDS (**Described on Pages 17 – 18**)

HOW TO SUBMIT A NO BID

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.
DO NOT RETURN WITH YOUR BID**

Bid Form

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION AND OFFER FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Invitation to Bid

Chief, Purchasing

Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32597-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

Removal of Derelict Vessels and Associated Debris
from Escambia River

SOLICITATION NUMBER: PD 12-13.013

SOLICITATION

MAILING DATE: **Monday, January 7, 2013**

OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m. CST, Tuesday, January 22, 2013** and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

VENDOR NAME: _____

REASON FOR NO OFFER:

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

Description	Unit	Total Bid
Removal of Derelict Vessels and Associated Debris From Escambia River	LS	

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

SEAL IF BID IS BY CORPORATION

Bid Form **Exhibit A**
PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

(PLEASE TYPE INFORMATION BELOW)

I Certify That I Have Examined The Work Site And Have Familiarized Myself With The Site And The Work

Mariners License # _____

Type and size of vessel to be used on the project

Print or Type

Name Under Which License is Recorded

Original Signature

Print or Type

Original Signature

Known Permits/Fees required for this project:

Issuer

- State FDEP and/or NW Fla. Water Management District
 - Environmental Resource Permit
 - Dead-Head Logging (if wood is to be sold)

- Federal Army Corps of Engineers
 - Clean Water Act and Rivers and Harbors Act, etc

Person to contact concerning this bid:

Person to contact for emergency service:

Phone # _____

Phone #: _____

Cell Phone # _____

Cell #: _____

Fax # _____

Pager #: _____

E-Mail Address: _____

The work shall be substantially completed within **One Hundred Eighty (180) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **Two Hundred Ten (210) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of \$500.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Exhibit A

Bid Form

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

Exhibit A

Scope of Work

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

Contractor will remove derelict vessels and associated debris which pose serious navigational/boating safety hazards and obstruction to safe navigation and public health in Escambia River located approximately one river mile north of Cotton Lake boat ramp. Debris consists of fallen timbers and other vegetative debris, as well as destroyed vessels and other manmade debris. Debris must be removed in order to safely remove and dispose of derelict vessels. Contractor will remove the maximum amount (allowable by state and federal permits) of deadfall, stormfall, and other natural and man-made debris. All derelict vessels and debris items shall be removed in a safe and controlled manner, such that no derelict vessels or debris float downstream. Contractor will maintain capability and equipment to recover and properly dispose of any debris that escapes the worksite. Contractor will provide and maintain warning signs per permit conditions.

All derelict vessels and debris (natural and man-made) will be removed and disposed of as conditioned in state and federal permits, and per Escambia County Purchase Order or otherwise provided in writing. Derelict vessels require specific treatment under Florida Law, therefore contractor will document vessel make, model, hull identification number, registration number, vessel name, etc., and take numerous digital photographs. Contractor will notify Escambia County Marine Resources Division manager when derelict vessels are to be removed, and upon transfer of derelict vessels to uplands at authorized removal site. Derelict vessels will not be destroyed until written authorization from Escambia County or Law Enforcement officer. Complete and accurate records will be maintained to quantify and document items removed and disposed. Digital photographs will be recorded to provide photographic documentation of all phases of work, including all work, equipment, etc. required in permit conditions and special conditions.

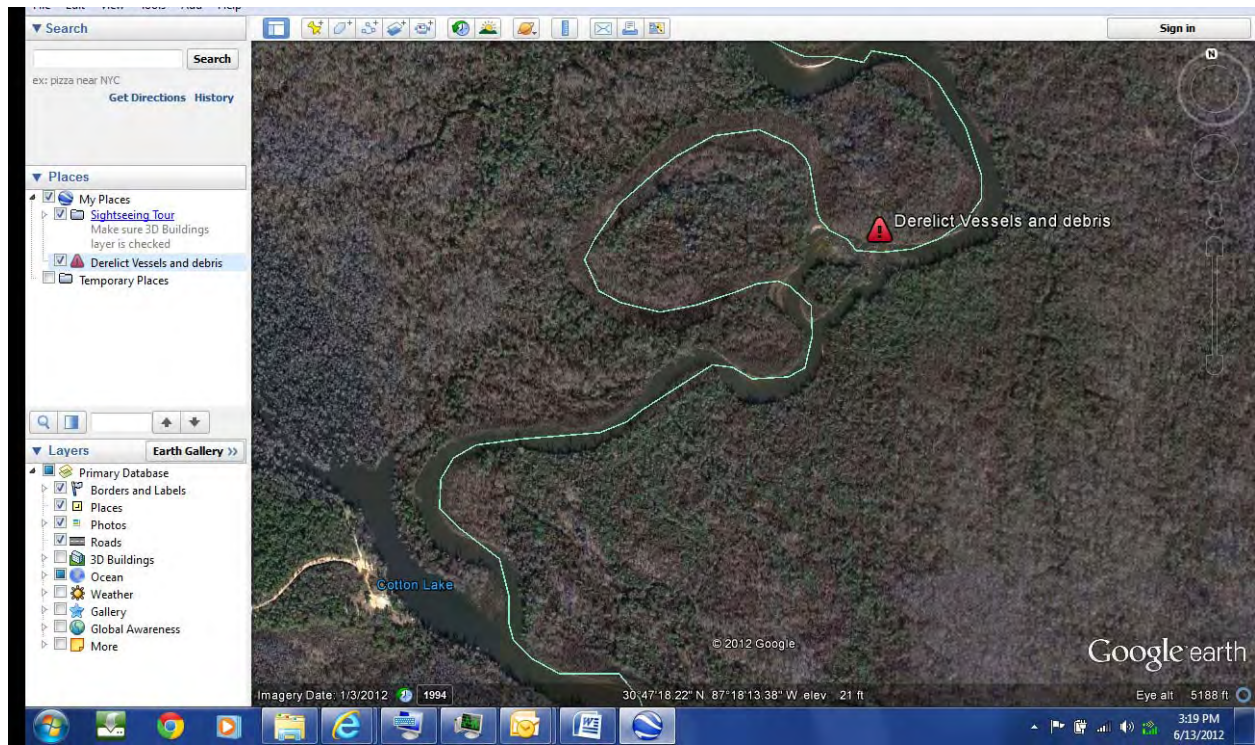
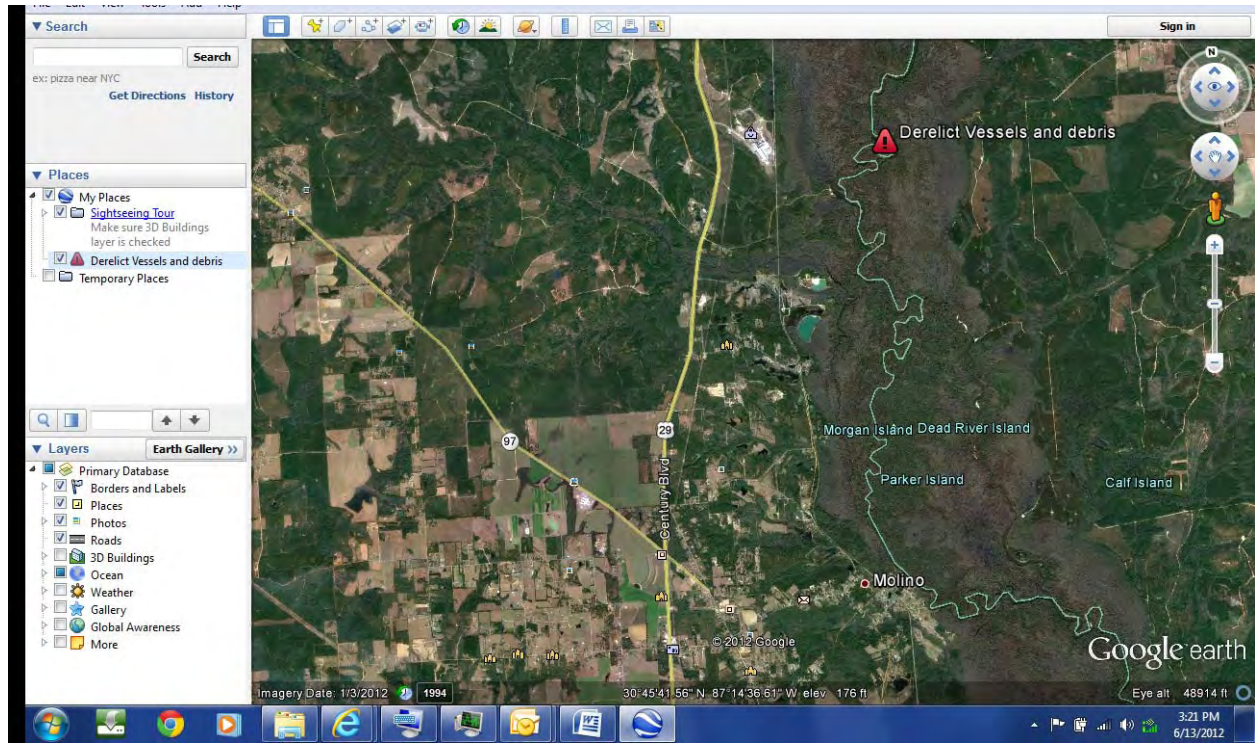
Contractor is responsible for obtaining and complying with all necessary permits, agreements, insurance policies, Purchase Order terms, requirements, etc. Copies of all executed permits and agreements will be provided to Escambia County. No work will begin until Escambia County has completed review of all permits, agreements, documents, insurance policies, etc., and issued a Notice to Proceed.

Contractor will submit documentation of all daily logs, trucking, receiving, landfill and other receipts with a final report, including quantification of debris removed and final disposition.

Exhibit A

Scope of Work

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River



Directions to site: No road access to site. Closest public boat ramp is located on NW Florida Water Management District property at the eastern end of Cotton Lake Road. Proceed up Escambia River to the site located at approximate latitude/longitude: N30 degrees 47'W087 degrees 18'. **Note: Use caution when navigating around derelict vessels and associated**

Exhibit A

Scope of Work

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

debris. Submerged obstructions may be present, and large quantities of debris may be carried from debris field by strong water currents.

Remainder of Page Intentionally Left Blank

Exhibit A

**Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes On Entity Crimes
PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY
CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

Exhibit A

**Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes On Entity Crimes
PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20 _____

Personally known _____
OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:**

Yes or No

State of Florida Department of State Certificate of Authority Document
No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

VicePresident: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Exhibit A

**Information Sheet for Transactions and Conveyances, Corporation Identification
PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River**

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company: _____ **E-mail:** _____

Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

General Terms and Conditions

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalent**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**

General Terms and Conditions

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference
(continued).

23. **Distribution of Certification of Contract**
24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

Special Terms and Conditions

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s)

Instructions to Offerors

General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River, Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia

Special Terms and Conditions

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award. All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

Performance and Payment Bonds

The County shall require the successful offeror(s) to furnish separate performance and payment bonds, under pledge of adequate surety and covering up to 100% of the dollar value of award on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful

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offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 223 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

Questions

Purchasing questions shall be directed to Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator, 850-595-4918, prnobles@co.escambia.fl.us.

Technical questions may be directed to Robert Turpin, Manager, Marine Resources, 850-595-4395, [Robert TURPIN@myescambia.com](mailto:Robert_TURPIN@myescambia.com).

Questions are due on or before 5:00 p.m. CST, Wednesday, January 18, 2013 and responses will be provided on or before 5:00 p.m. CST, Friday, January 20, 2013.

Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

Inspection of Facilities

It is the offeror's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities (see page 7 & 8)

Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Termination

The contract will be subject to immediate termination if service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

Special Terms and Conditions

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Changes - Service Contracts

The County may at any time by issuance of an executed contract amendment make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the contract amendment, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed contract amendment issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed contract amendment, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed contract amendment.

Interim Extension of Performance

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

Special Terms and Conditions

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and

Special Terms and Conditions

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Special Terms and Conditions

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Paul R. Nobles, Purchasing Coordinator, CPPO, CPPB
Office of Purchasing, 2nd FL, Room 11.101
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional

Special Terms and Conditions

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Endorsements/Additional Insurance

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and workers compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the county shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Watercraft Liability Coverage

Because the contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, nonowned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering watercraft liability or protection and indemnity.

Jones Act Coverage

The workers compensation policy is to be endorsed to include Jones Act Coverage for exposures, which may arise from this agreement or contract.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance in the amount of \$1,000,000 per claim/aggregate is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract

Special Terms and Conditions

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Agreement

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

**AGREEMENT RELATING TO REMOVAL OF DERELICT VESSELS AND
ASSOCIATED DEBRIS FROM ESCAMBIA RIVER
PD 12-13.013**

This Agreement is made this ____ day of _____, 2012, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and _____, a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is _____ and whose principal address is _____.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid seeking bids for removal of derelict vessels and associated debris from Escambia River (PD 12-13.013); and

WHEREAS, Contractor was the lowest most responsive and most responsible bidder whose bid met the requirements and criteria set forth in the Invitation to Bid; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

3. **Scope of Services.** Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's ITB Specification No. P.D. 11-12.043, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. **Contract Amount.** In exchange for Contractor's provision of the scope of services referenced in Section 2 above, County shall pay Contractor a single lump sum payment in the amount of _____ (\$XXXXXX).

5. **Method of Payment.**
 - a) County shall make full and final payment of the Contract Amount provided in paragraph 4 above within thirty (30) calendar days after Contractor's work is finally inspected and accepted by County, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have

Agreement

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit C, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

b) Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

c) The County may decline to approve final payment, or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

6. Bonds.

a) Contractor shall provide Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount, the costs of which to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better and Class "V" or higher rating as to financial size category and the amount required shall not exceed 2% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

b) If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

c) As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the Project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

7. Contract Time and Liquidated Damages

a) Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued

Agreement

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

by the County. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. The Work shall be substantially completed within **One Hundred Eighty (180)** calendar days from the Commencement Date. The Work shall be fully completed and ready for final acceptance by the County within **Two Hundred and Ten (210)** consecutive calendar days from the Commencement Date (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

b) County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$500.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the County issues a Substantial Completion Certificate pursuant to the terms hereof.

c) Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in a timely manner.

d) When any period of time is reference to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

8. Contract Time and Time Extensions.

a) Contractor shall diligently pursue the completion of the work and coordinate the work being done on the Project by its subcontractors and materialmen, as well as coordinating its work with all work of others at the Project Site, so that its work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work under the Contract Documents.

b) Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

c) No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to

Agreement

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seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based

9. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

(c) Excess or Umbrella Liability.

Agreement

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(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. The workers compensation policy is to be endorsed to include Jones Act Coverage for exposure that may arise from this agreement or contract.

(e) Watercraft Liability with \$2,000,000 minimum per occurrence, including coverage parts of bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

(f) Pollution/Environmental Impairment Liability with \$5,000,000 minimum per claim/aggregate for any pollution and/or environmental impairment that may arise from this agreement or contract.

(g) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(h) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County by endorsement to the policy and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: _____, Inc.
Attention:

To: County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13. Governing Law. This Agreement shall be governed by and construed in

Agreement

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Compliance With Laws.

Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

15. Permits, License and Taxes.

a) All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

16. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

17. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

18. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed

Agreement

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

19. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

20. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

21. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

Agreement

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the ___ day of _____, 2012, and _____, signing by and through its President, duly authorized to execute same.

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

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Wilson B. Robertson, Chairman

Date: _____

BCC Approved: _____

By: _____

(SEAL)

CONTRACTOR:

By:, President

ATTEST:

By: _____
Corporate Secretary

(SEAL)

Agreement

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

By: _____

Its: _____ President

Date: _____

Witnesses

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

Agreement

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

EXHIBIT C

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____

(Insert name, address, and phone number of contractor)

_____, as Principal, and

(Insert full name, home office address and phone number of surety)

as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____ Dollars (\$_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the ____ day of _____, 20____, with Obligee for Contract No. _____,

(Insert name of project, including legal description, street address of property and general description of improvement) _____

in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

Exhibit A

Agreement

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

in the presence of: PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

Exhibit A

Agreement

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

Witness

(Business Address)

Witness

(Authorized Signature)

(Printed Name)
OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____ by _____, as _____ of
_____ as Surety, on behalf of Surety. He/she is personally known to me **OR**
has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

Exhibit A

Agreement

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____

(Insert name, address and phone number of contractor)

_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),

(Insert name)

located at _____, a surety insurer

(Insert address and phone number)

chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ (\$ _____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No. _____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of

improvement.)

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

Exhibit A

Agreement

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

- 1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
- 2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
- 3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

By: _____

Name: _____

Its: _____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

Exhibit A

Agreement

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY: _____

(Printed Name)

Witness

(Business Address)

(Authorized Signature)

Witness

(Printed Name)

OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

Exhibit A

Agreement

PD 12-13.013, Removal of Derelict Vessels and Associated Debris from Escambia River

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)



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

Office of Purchasing
213 PALAFOX PLACE - 2nd Floor, Pensacola, FL 32502
P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
<http://www.myescambia.com/>

CLAUDIA SIMMONS, CPPO
Purchasing Manager

January 16, 2013

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: **Specification Number: PD 12-13.013, Removal of Derelict Vessels and Associated Debris From Escambia River**

Bidders:

We recently publicly noticed an Invitation to Bidders on the above referenced specification.

This Addendum #1 provides for the following:

CLARIFICATIONS

Special Terms and Conditions

Standard Insurance Requirements and Certificates

Page 21 & 22

Minimum limits of ~~\$2,000,000~~ \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

Page 24

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance in the amount of ~~\$5,000,000~~ \$1,000,000 per claim/aggregate is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

B. QUESTIONS AND RESPONSES

Question – Is there any possibility of progress payments based upon percentage completion?

Exhibit A

Answer – No, payment will be made at the end of the project.

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with your original signature, with your Letter of Interest as an acknowledgment of your having received.

Sincerely,



Paul Nobles, CPPO, CPPB, FCPM, FCCM, FCN
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

PRN:mgd

Exhibit B

RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA)
)
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared _____,
who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of
\$_____ paid, _____ ("Contractor") releases and
waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands,
costs and expenses, whether in contract or in tort, against the Board of County Commissioners of
Escambia County, Florida, ("County") relating in any way to the performance of the Agreement
between Contractor and County dated _____, 20____, for the period from
_____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and
assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which
County might be sued or for which a lien or a demand against any payment bond might be filed, have
been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or
suits, actions, claims of liens or other charges filed or asserted against the County arising out of the
performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final)
Application for Payment No. _____.

CONTRACTOR:

By: _____

Exhibit B

Its: _____ President

Date: _____

Witnesses

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

Exhibit C

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____

(Insert name, address, and phone number of contractor)

_____, as Principal, and

_____,

(Insert full name, home office address and phone number of surety)

as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____ Dollars (\$_____), for the payment whereof we bind ourselves,

our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the ____ day of _____, 20____, with Obligee for Contract No. _____,

(Insert name of project, including legal description, street address of property and

general description of improvement) _____

in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

Exhibit C

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

in the presence of: PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

Exhibit C

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

Witness

(Business Address)

Witness

(Authorized Signature)

(Printed Name)
OR

Witnesses

As Attorney In Fact (Attach Power)

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____ by _____, as _____ of
_____ as Surety, on behalf of Surety. He/she is personally known to me **OR**
has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

Exhibit C

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)

located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia
County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called
the "County") in the sum of _____ (\$ _____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees,
jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No. _____
(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general
description of
improvement.)

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Exhibit C

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE ____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

Exhibit C

ATTEST:

SURETY: _____

(Printed Name)

Witness

(Business Address)

(Authorized Signature)

Witness

(Printed Name)

OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, as _____ of
_____ as Surety, on behalf of Surety. He/she is personally known to me **OR**
has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3808

County Administrator's Report 11. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/07/2013

Issue: County Road 297-A (Sandicrest to Kingsfield) Widening and Drainage Improvements PD 12-13.010

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning County Road 297-A (Sandicrest to Kingsfield) Widening & Drainage Improvements - Amy Lovoy, Management and Budget Services Department Director

That the Board award the Contract for County Road 297-A (Sandicrest to Kingsfield) Widening & Drainage Improvements, PD 12-13.010, to Roads Inc., of NWF, in the amount of \$1,665,546.89.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0105]

BACKGROUND:

The Invitation to Bid on the Widening and Drainage Improvements for CR 297-A Sandicrest to Kingsfield Road was advertised in the Pensacola News Journal on December 3, 2012 and December 10, 2012. Sealed bids from four contractors were received and publicly opened in the Office of Purchasing on January 16, 2013. Roads Inc. of NWF is the low bidder.

BUDGETARY IMPACT:

Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0105

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's Standard Form Contract "D" for Paving and Drainage will be used.

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, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the agreements and Purchase Order.

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

DESCRIPTION: CR297-A (Sandicrest to Kingsfield) Widening & Drainage Improvements

ITB# 12-13.010

BID TABULATION		DESCRIPTION: CR297-A (Sandicrest to Kingsfield) Widening & Drainage Improvements							ITB# 12-13.010
Bid Opening Time: 3:00 pm CST		Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Bid Bond	Acknowledgement of Addenda	Total
Bid Opening Date: 01/16/2013									
Opening Location: Rm. 11.407									
NAME OF BIDDER									
APAC Mid-South Inc.		Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$2,402,566.20
Gulf Atlantic Constructors Inc		Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$2,487,387.75
Panhandle Grading & Paving Inc		Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$1,936,652.51
Roads Inc of NWF		Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$1,665,546.89
BIDS OPENED BY:		Claudia Simmons, CPPO, Purchasing Manager							DATE: January 16, 2013
BIDS WITNESSED BY:		Angie Holbrook, SOSA							DATE: January 16, 2013
BIDS TABULATED BY:		Angie Holbrook, SOSA							DATE: January 16, 2013

CAR DATE 02/07/2013 BOCC DATE 02/07/2013

The Purchasing Manager/Designee recommends to the BCC: To award a contract to Roads, Inc. of NWF in the amount of \$1,665,546.89. Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 01/23/2013 @ 1:20 pm CST


 CS/abh



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3776

County Administrator's Report 11. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/07/2013

Issue: Roll-Off Container Service, PD 12-13.011

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Roll-Off Container Services - Amy Lovoy, Management and Budget Services Department Director

That the Board award the Contract for Roll-Off Container Services, PD 12-13.011, to the following: Allied Waste Services of North America, LLC, Dorado Services, Inc., Waste Pro-Milton, and Southern Haulers, LLC, for a period of 12 months, renewable for 2 additional 12-month periods, for a total of 36 months, in the approximate annual amount of \$50,000.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 53401]

BACKGROUND:

An Invitation to Bid was advertised in the Pensacola News Journal on December 10, 2012 and four bids were received and one no bid from Waste Management. This contract is a multiple award contract.

BUDGETARY IMPACT:

Funding: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 53401

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant attorney Kristin Hual prepared the contracts.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Florida, Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the contracts and purchase orders.

Attachments

Bid Tab

Agreement Southern Haulers

PUBLIC NOTICE OF RECOMMENDED AWARD

DESCRIPTION: Roll-Off Container Services
ITB# 12-13.011

BID TABULATION

Bid Opening Time: 3:00 p.m. CST
 Bid Opening Date: 1/3/2013
 Opening Location: Rm. 11.407

NAME OF BIDDER

Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of authority to do Business in the State of Florida	Acknowledgement of Addendum	Grand Total
Y	Y	Y	Y	Y		\$125.00
Y	Y	Y	Y	Y	Y	\$142.00
Y						\$157.50
Y					Y	\$400.00
Waste Management – No Bid						

BIDS OPENED BY: Joe Pillitary, CPPO, CPPB, Purchasing Coordinator **DATE:** January 3, 2013

BIDS WITNESSED BY: Lori Kistler, SOSA **DATE:** January 3, 2013

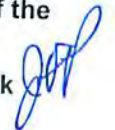
BIDS TABULATED BY: Lori Kistler, SOSA **DATE:** January 3, 2013

CAR BOCC
 DATE 2/7/2013 DATE 2/7/2013

The Purchasing Manager/Designee recommends to the BCC: To award a lump sum Contract to Allied Waste Services of North America LLC, Dorado Services, Inc., Waste-Pro and Southern Haulers LLC, for a period of 12 months, renewable for 2 additional 12 month periods for a total of 36 months in the approximate amount of \$50,000.

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 1/10/2013 @ 9:30a.m. CST

JP/ik 

**AGREEMENT RELATING TO
ROLL-OFF CONTAINER SERVICES PD12-13.011**

This Agreement is made and entered into this 7th day of February, 2013 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Southern Haulers, LLC, a foreign for-profit limited liability company, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 34-1881494, whose principal address is 2157 Highway 16, Calera, Alabama 35040, and whose mailing address is 8063 Southern Boulevard, Youngstown, Ohio 44512.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid relating to roll-off recycling container services (PD 12-13.011); and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of roll-off recycling container services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence as of the effective date and continue for a term of one (1) year with the option to renew for two subsequent one (1) year terms. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. Scope of Work. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bidders for Roll-Off Container Services, Specification No. P.D. 12-13.011, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated January 3, 2013, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".
5. Quantity. No minimum quantity of materials may be guaranteed by County during the term of this Agreement.
6. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting

documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the

additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Southern Haulers, LLC
Attention: John Triezenberg
24741 Highway 41
Brewton, Alabama 35040

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 24 day of February 2013, and Southern Haulers, LLC, signing by and through its Vice President, duly authorized to execute same.

This document approved as to form and legal sufficiency.

By: [Signature]

Title: A/C

Date: 1/30/13

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____

(SEAL)

Witness: _____

Witness: _____

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

Date: _____

BCC Approved: _____

CONTRACTOR:
SOUTHERN HAULERS, LLC

By: _____
Mark Carrocce, Vice President



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3743

County Administrator's Report 11. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/07/2013

Issue: Acquisition of Property Located at 3808 Frontera Circle

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property Located at 3808 Frontera Circle - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the property located on Frontera Circle within the Brownsville Community Redevelopment Area:

A. Authorize the purchase of the parcel of real property (totaling approximately 0.04 acres), located at 3808 Frontera Circle, from Jack L. Glenny, Jr., and Crystal M. Glenny, for the negotiated amount of \$18,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of the parcel of real property located at 3808 Frontera Circle; and

C. Authorize the County Attorney to prepare and Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documentation necessary to complete the acquisition of the property, without further action of the Board.

[Funding Source: Fund 151, Community Redevelopment Agency, Cost Center 220515, CRA Brownsville, Object Code 56101]

BACKGROUND:

Frontera Circle is a small neighborhood located in the Brownsville Redevelopment Area. Many of the Units within the neighborhood have become neglected and/or abandoned leading to severe blighted and slum conditions. Escambia County has conducted multiple refuse "clean-sweeps" through the neighborhood and there have been numerous code violations with current outstanding liens. Also, the neighborhood is a rampant focal point for illegal activities including drug offenses, prostitution, robbery and assault. As part of a Community Revitalization Plan, at the August 18, 2011 meeting the Board passed a recommendation authorizing the expenditure of funds to acquire and assemble 32 specific properties within the neighborhood. The property specified within this recommendation is one of the 32 targeted properties.

BUDGETARY IMPACT:

Funds for this project are available in the Community Redevelopment Agency Fund 151 / Cost Center 220515 CRA Brownsville / Object Code 56101.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of the property. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney.

PERSONNEL:

All work associated with the request is in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

BCC Authorization

Survey

Title Insurance

Property Appraiser Data Sheet

Contract to Purchase

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

6. Authorizing the scheduling of a Public Hearing for September 15, 2011, at 5:31 p.m., to consider the Petition to Vacate a portion of Rawson Lane (approximately 3.14 acres), as petitioned by Pensacola Christian College, Inc.; Pensacola Christian College, Inc. (PCC), owns the majority of the property abutting both sides of the portion of Rawson Lane lying north of Brent Lane and south of Airport Boulevard; Rawson Lane is a paved, County-maintained road (R/W [right-of-way] varies); PCC has plans to upgrade and improve their campus and would like to incorporate this portion of Rawson Lane in their future plans; PCC is requesting that the Board vacate any interest the County has in the portion of Rawson Lane (approximately 3.14 acres), lying north of Brent Lane and south of St. Eusebia Street, as shown on Exhibit "A"; staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.
7. Approving the three *Request for Disposition of Property Forms* for the Solid Waste Management Department, for property which is described and listed on the Disposition Forms, with reasons for disposition stated; the listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.
8. Accepting, for filing with the Board's Minutes, the July 21, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

9. Taking the following action concerning properties located on Frontera Circle, within the Brownsville Redevelopment Area (CRA) (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects, Project 08NE0058, Redevelopment Property Acquisition, Object Code 56101; and/or Fund 151, Community Redevelopment, Cost Center 220515, Brownsville CRA, Object Code 56101):
 - A. Authorizing the expenditure of funds for appraisals, title insurance commitments, and other inspections required by Section 46-139, Escambia County Code of Ordinances; and
 - B. Authorizing staff to begin negotiations with the parcel owners on Frontera Circle in anticipation of preparing subsequent recommendations to acquire or facilitate redevelopment of some or all of the parcels.

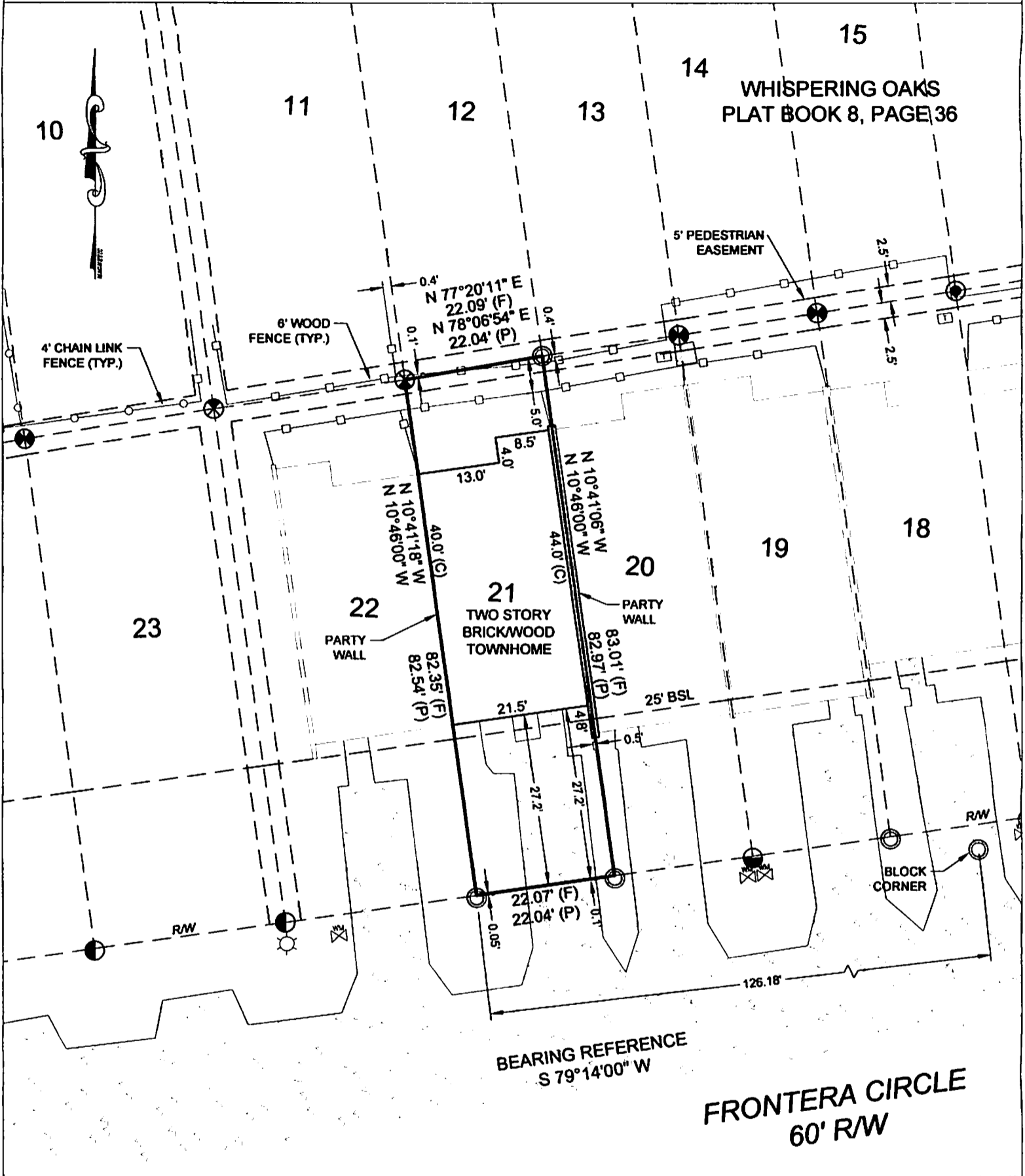
8/18/2011

Page 15 of 34

dch



BOUNDARY SURVEY WITH IMPROVEMENTS



GRAPHIC SCALE



(IN FEET)
1 INCH = 20 FT.

ADDRESS:
LOT 21
3808 FRONTERA CIRCLE
PENSACOLA, FLORIDA 32505

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION, NOTES, AND CERTIFICATION



360° SURVEYING SERVICES

PROFESSIONAL LAND SURVEYORS
1801 CREIGHTON ROAD ~ PENSACOLA, FLORIDA 32504
850-857-4400

LEGAL DESCRIPTION: (O.R. BOOK 4937, PAGE 1994)

LOT 21, BLOCK "C", WHISPERING OAKS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE(S) 36, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

LEGEND:

(D)	DEED MEASUREMENT
(F)	FIELD MEASUREMENT
R/W	RIGHT-OF-WAY
BSL	BUILDING SETBACK LINE
	1" PIPE
	1/2" IRON ROD
	4x4 CONCRETE MONUMENT #475
	1/2" CAPPED IRON ROD - ILLEGIBLE
	L.E. SHONTZ
	SET 1/2" CAPPED IRON ROD #7612
	1/2" CAPPED IRON ROD #6112
	5/8" CAPPED IRON ROD #5863
	5/8" CAPPED IRON ROD
	BELL SOUTH PEDESTAL
	WATER METER
	LIGHT POLE

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 3-14-12.
2. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF FRONTERA CIRCLE AS S 79°14'00" W.

CERTIFICATIONS:

ESCAMBIA COUNTY BAORD OF COMMISSIONERS

SURVEYORS CERTIFICATE

The survey shown hereon is true and correct and in compliance with the Minimum Technical Standards 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.

Rob L. Working
ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

NOT VALID UNLESS
SEALED WITH AN
EMBOSSSED SEAL

4/12/12

Commitment for Title Insurance

(with Florida Modifications)



File No. 013512

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.


This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.


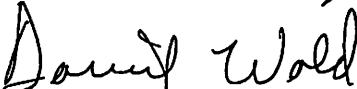
Escarosa Land Research, LLC

Continued on back page

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111



Authorized Signatory

By  President
Attest  Secretary



Schedule A
COMMITMENT

1. Effective Date: 2/21/12 at 8:00 A.M.

File No 013512

2. Policy or Policies to be issued:

Proposed Amount of Insurance:

a. 2006 ALTA Owner's Policy with Florida Modifications: \$ TBD

Proposed Insured: Escambia County, Florida

b. 2006 ALTA Loan Policy with Florida Modifications: \$ _____

Proposed Insured:

Premium: \$

3. The estate or interest in the land described or referred to in this Commitment is fee simple interest.

4. Title to the fee simple estate or interest in the land is at the Effective Date vested in:

Jack L. Glenn, Jr. and Crystal M. Glenn by Warranty Deed in OR 4937 Page 1994 and Trustee's Deed in OR 4397 Page 1992.


5. The land referred to in this Commitment is described as follows:

Lot 21, Block "C", Whispering Oaks Subdivision, Escambia County, Florida, according to the Plat thereof recorded in Plat Book 8, at Page 36, of the public records of said County.

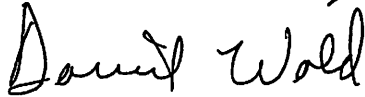
TA#34-2S-30-0295-021-003, Frontera Circle

Escarosa Land Research, LLC

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

[]
Authorized Signatory

By  President

Attest  Secretary

Schedule B-I

COMMITMENT



Requirements:

File No. 013512

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:
 - A. Secure and Record Warranty Deed from Jack L. Glenny, Jr. and Crystal M. Glenny, husband and wife to Escambia County, Florida, covering property as described in Schedule "A" herein.
3. Other instruments which must be properly executed, delivered and duly filed for record and/or other matters which must be furnished to the company:
 - A. Secure and Record Satisfaction of Mortgage executed by Jack L. Glenny, Jr. and Crystal M. Glenny, husband and wife in favor of MERS as nominee for Synovus Mortgage Corp. dated 10/31/02 recorded 11/06/02 in OR 5006 Page 1716 for \$22,400.00.

NOTE: All recording references in this commitment/policy shall refer to the Public Records of Escambia County, Florida unless otherwise noted.

Schedule B-II

COMMITMENT



File No. 013512

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

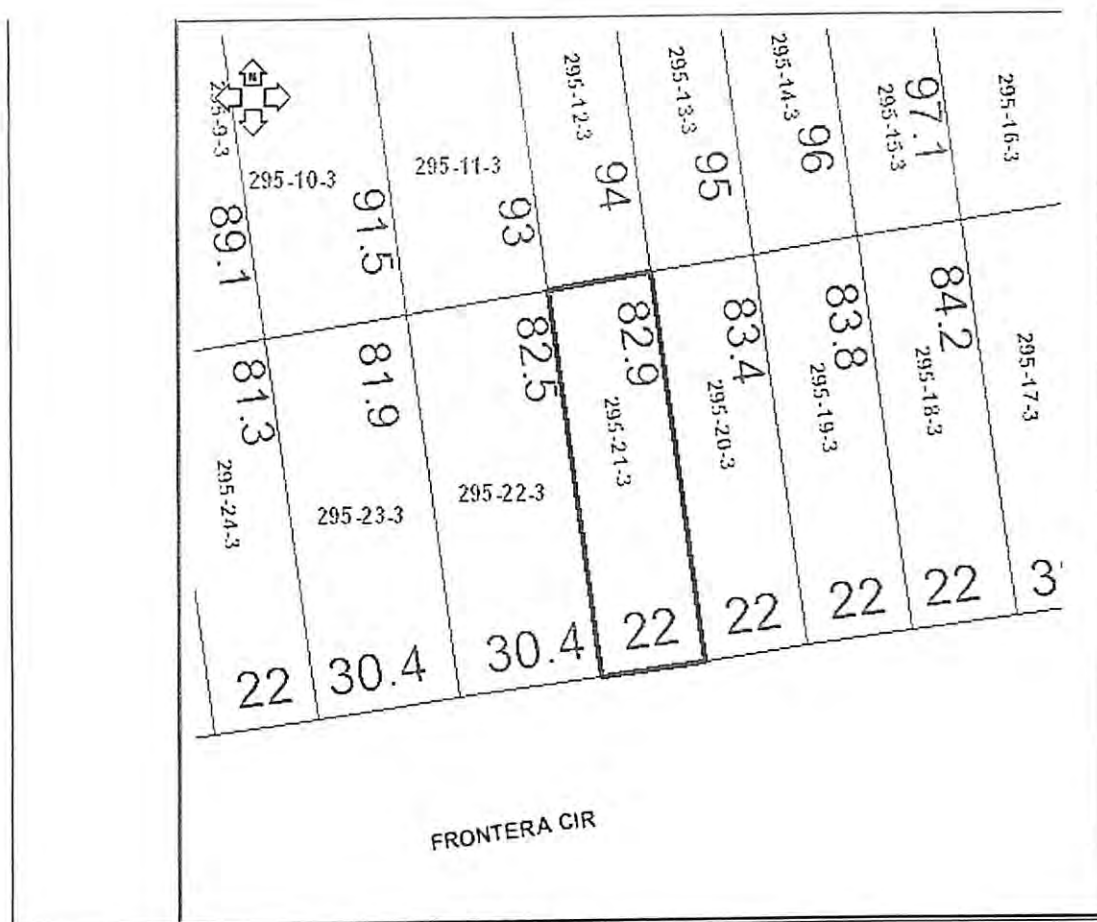
1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land."
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2012 and subsequent years.
7. Anything to the contrary notwithstanding, this Policy does not attempt to set out the manner in which all the minerals in, on or under the property described in Schedule "A" are now vested, nor any right or easements in connection therewith, and any and all minerals and mineral rights are specifically excepted herein.
8. Restrictive Covenants in OR 677 Page 800 and OR 2681 Page 602.
9. Easement to Gulf Power Company in OR 656 Page 411 and OR 680 Page 667.
10. Plat Conditions recorded in Plat Book 8 at Page 36.
11. Right of Way of Frontera Circle.
12. Subject to party wall agreement in OR 677 Page 798.
13. Subject to restriction prohibiting the sale of alcoholic beverages in Deed Book 293 Page 62.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

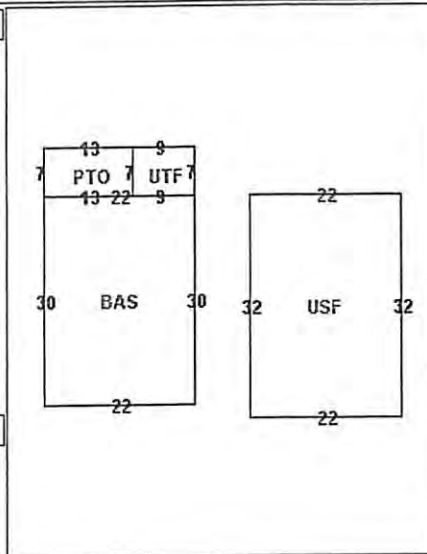


Buildings

Building 1 - Address:3808 FRONTERA CIR, Year Built: 1973, Effective Year: 1973

Structural Elements

- FOUNDATION-SLAB ON GRADE**
- EXTERIOR WALL-BRICK-FACE**
- NO. PLUMBING FIXTURES-5.00**
- DWELLING UNITS-1.00**
- EXTERIOR WALL-SIDING-SHT.AVG.**
- ROOF FRAMING-GABLE**
- ROOF COVER-COMPOSITION SHG**
- INTERIOR WALL-DRYWALL-PLASTER**
- NO. STORIES-2.00**
- FLOOR COVER-CARPET**
- DECOR/MILLWORK-AVERAGE**
- HEAT/AIR-CENTRAL H/AC**
- STRUCTURAL FRAME-WOOD FRAME**



Areas - 1518 Total SF

- BASE AREA - 660**
- PATIO - 91**
- UPPER STORY FIN - 704**
- UTILITY FIN - 63**

Images



1/14/11



2/18/03

Escambia County Tax Collector

generated on 1/23/2012 10:43:07 AM CST

Tax Record

Last Update: 1/23/2012 10:43:07 AM CST

Ad Valorem Taxes and Non-Ad Valorem Assessments

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

Account Number		Tax Type		Tax Year	
07-0544-370		REAL ESTATE		2011	
Mailing Address GLENNY JACK L JR & CRYSTAL M PO BOX 710 BAKER FL 32531		Property Address 3808 FRONTERA CIR GEO Number 342S30-0295-021-003			
Exempt Amount		Taxable Value			
See Below		See Below			
Exemption Detail		Millage Code		Escrow Code	
NO EXEMPTIONS		06			
<u>Legal Description (click for full description)</u>					
342S30-0295-021-003 3808 FRONTERA CIR LOT 21 BLK C WHISPERING OAKS PB 8 P 36 OR 4937 P 1992/1994 CA 159					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	15,334	0	\$15,334	\$106.96
PUBLIC SCHOOLS					
By Local Board	2.2480	15,334	0	\$15,334	\$34.47
By State Law	5.5730	15,334	0	\$15,334	\$85.46
SHERIFF	0.6850	15,334	0	\$15,334	\$10.50
WATER MANAGEMENT	0.0400	15,334	0	\$15,334	\$0.61
Total Millage		15.5215	Total Taxes		\$238.00
Non-Ad Valorem Assessments					
Code	Levying Authority				Amount
NFP	FIRE (CALL 595-4960)				\$80.00
Total Assessments					\$80.00
Taxes & Assessments					\$318.00
If Paid By					Amount Due
					\$0.00
Date Paid	Transaction	Receipt	Item	Amount Paid	
12/28/2011	PAYMENT	9838698.0001	2011	\$308.46	

Prior Years Payment History

Prior Year Taxes Due

NO DELINQUENT TAXES

10/20/02
H
R
L
S

OR BK 4937 PG 1992
Escambia County, Florida
INSTRUMENT 2002-985604

DEED DOC STAMPS PD @ ESC CO \$ 87.50
07/16/02 ERNIE LEE MAGANA, CLERK
By: *[Signature]*

Prepared by and return to:
Deedra L. Lamy at
Emerald Coast Title, Inc.
811 N. Spring Street
Pensacola, FL 32501

File Number: 02-3079

[Space Above This Line For Recording Date]

Trustee's Deed

This Trustee's Deed made this 12th day of July, 2002 between John Howard Adams, Sr. and Sarah Lucille Adams, trustees of the Adams Family Trust dated November 16, 1999, whose post office address is 1614 College Parkway, Gulf Breeze, FL 32563, grantor, and Jack L. Glenny, Jr. and Crystal M. Glenny, husband and wife whose post office address is 524 Derry Drive, Cantonment, FL 32533, 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 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 grantees heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to-wit:

Lot 21, Block C, Whispering Oaks, according to the map or plat thereof as recorded in Plat Book 8, Page(s) 36, Public Records of Escambia County, Florida.

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 claiming by, through or under grantors.

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:

Deedra L Lamy
Witness Name: Deedra L Lamy

Sandra G Salter
Witness Name: Sandra G. Salter

Deedra L Lamy
Witness Name: Deedra Lamy

Sandra G Salter
Witness Name: Sandra G. Salter

John H Adams Sr.
John Howard Adams, Sr.
Trustee

Sarah L Adams
Sarah Lucille Adams
Trustee

State of Florida
County of Escambia

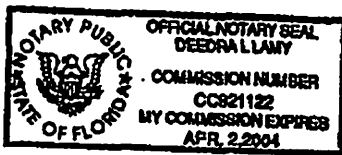
The foregoing instrument was acknowledged before me this 12th day of July, 2002 by John Howard Adams, Sr. and Sarah Lucille Adams, who [] are personally known or [X] have produced a driver's license as identification.

[Notary Seal]

Deedra L Lamy
Notary Public

Printed Name: Deedra L. Lamy

My Commission Expires: April 2, 2004

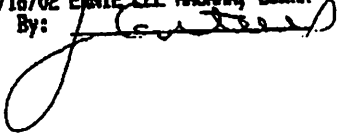


RCD Jul 16, 2002 01:53 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-985604

1007
87250

OR BK 4937 P61994
Escambia County, Florida
INSTRUMENT 2002-985605

DEED DOC STAMPS PD @ ESC CO \$ 87.50
07/16/02 ERNIE LEE MAGARA, CLERK
By: 

Prepared by and return to:
Deedra L. Lamy at
Emerald Coast Title, Inc.
811 N. Spring Street
Pensacola, FL 32501

File Number: 02-3079

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Warranty Deed

This Warranty Deed made this 12th day of July, 2002 between Kent L. Dilts, a married man, whose post office address is 1614 College Parkway, Gulf Breeze, FL 32563, grantor, and Jack L. Glenn, Jr. and Crystal M. Glenn, husband and wife whose post office address is 524 Derry Drive, Cantonment, FL 32533, 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:

Lot 21, Block C, Whispering Oaks, according to the map or plat thereof as recorded in Plat Book 8, Page(s) 36, Public Records of Escambia County, Florida.

Parcel Identification Number: 34-2S-30-0295-021-003

THIS IS NOT GRANTOR'S HOMESTEAD.

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, 2001.

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:

Deedra L. Lamy
Witness Name: Deedra L. Lamy
Sandra G. Satter
Witness Name: Sandra G. Satter

Kent L. Dilts (Seal)
Kent L. Dilts
Individual

State of Florida
County of Escambia

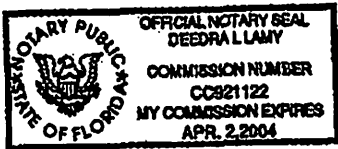
The foregoing instrument was acknowledged before me this 12th day of July, 2002 by Kent L. Dilts, who are personally known or have produced a driver's license as identification.

[Notary Seal]

Deedra L. Lamy
Notary Public

Printed Name: Deedra L. Lamy

My Commission Expires: April 2, 2004



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 disclosed 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: 3808 Frontera Circle, Pensacola, FL 32514

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

John H. Adams, Sr. Date July 12, 2002
John Howard Adams, Sr.

Sarah L. Adams Date July 12, 2002
Sarah Lucille Adams

Kent L. Dilts Date: July 12, 2002
Kent L. Dilts

As To Sellers:

Deedra L. Lamy
Deedra L. Lamy

Joanna Gurchick
Joanna Gurchick

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of July, 2002 by John Howard Adams, Sr. and Sarah Lucille Adams, trustees of the Adams Family Trust dated November 16, 1999 and Kent L. Dilts, a married man, who are personally known to me of have produced a driver's license as identification.

Deedra L. Lamy
Notary Public



Jack L. Glenny, Jr. Date July 12, 2002

Crystal M. Glenny Date July 12, 2002
Crystal M. Glenny

As to Buyers:

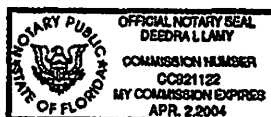
Deedra L. Lamy
Deedra L. Lamy

Sandra G. Salter
Sandra G. Salter

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of July, 2002 by Jack L. Glenny, Jr. and Crystal M. Glenny, husband and wife who are personally known to me or has produced a driver's license as identification.

Deedra L. Lamy
Notary Public



RCD Jul 16, 2002 01:53 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-985605

91.50
78.40
44.80

DR BK 5006 PG1716
Escambia County, Florida
INSTRUMENT 2002-025691

Return To:
ROBERT N. HEATH, P.A.
MARTHA A. PITMAN
4300 BAYOU BLVD., SUITE 7
PENSACOLA, FL 32503

MTG DOC STAMPS PD @ ESC CO \$ 78.40
11/06/02 ERNIE LES WRIGHT, CLERK
By: *[Signature]*
INTANGIBLE TAX PD @ ESC CO \$ 44.80
11/06/02 ERNIE LES WRIGHT, CLERK
By: *[Signature]*

This document was prepared by:
SHELLY BARRETT
SYNOVUS MORTGAGE CORPORATION
800 SHADES CREEK PARKWAY, SUITE 350
BIRMINGHAM, AL 35209

[Space Above This Line For Recording Data]

MORTGAGE

MIN 1000856-0000910982-1

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated October 31, 2002, together with all Riders to this document.
- (B) "Borrower" is JACK L. GLENNY and CRYSTAL M. GLENNY, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is SYNOVUS MORTGAGE CORP.

602GLENNJ910982 910982 0
FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3010 1/01

602GLENNJ910982
Page 1 of 18 MW 05/00 Initials *[Signature]*
VMP MORTGAGE FORMS - (800)821-1231



Lender is a CORPORATION
organized and existing under the laws of ALABAMA
Lender's address is 800 SHADES CREEK PKWY, STE 350, BIRMINGHAM, AL 35209

(E) "Note" means the promissory note signed by Borrower and dated October 31, 2002 .
The Note states that Borrower owes Lender Twenty Two Thousand Four Hundred and
no/100 Dollars

(U.S. \$22,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than November 1, 2017

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
charges that are imposed on Borrower or the Property by a condominium association, homeowners
association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the
value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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Initials


(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY [Type of Recording Jurisdiction] of ESCAMBIA, FLORIDA [Name of Recording Jurisdiction]:

LOT 21, BLOCK C, WHISPERING OAKS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 36, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Parcel ID Number: 34-25-30-0295-021-003

which currently has the address of

3808 FRONTERA CIRCLE
PENSACOLA

[Street]

(City), Florida 32505 [Zip Code]

(*Property Address*):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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Page 3 of 10

Initials: 

Form 3010 1/01

[Back](#)

Source: Escambia County Property Appraiser

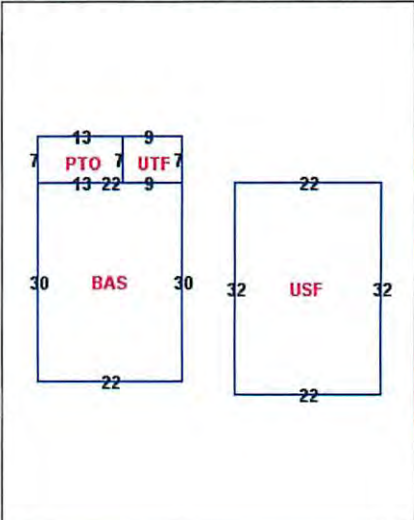


[Restore Full Page Version](#)

General Information		2012 Certified Roll Assessment	
Reference:	342S300295021003	Improvements:	\$11,208
Account:	070544370	Land:	\$3,040
Owners:	GLENNY JACK L JR & CRYSTAL M	Total:	\$14,248
Mail:	PO BOX 710 BAKER, FL 32531	Save Our Homes:	\$0
Situs:	3808 FRONTERA CIR 32505	Disclaimer	
Use Code:	SINGLE FAMILY RESID	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data					2012 Certified Roll Exemptions	
Sale Date	Book Page	Value	Type	Official Records (New Window)	None	
07/2002	4937 1994	\$12,500	WD	View Instr	Legal Description	
07/2002	4937 1992	\$12,500	WD	View Instr	LOT 21 BLK C WHISPERING OAKS	
11/1999	4496 167	\$100	WD	View Instr	PB 8 P 36 OR 4937 P 1992/1994 CA 159	
07/1995	3806 175	\$16,300	WD	View Instr	Extra Features	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					None	

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

<p>Section Map Id: CA159</p> <p>Approx. Acreage: 0.0400</p> <p>Zoned: R-3</p>	
--	--

Buildings	
Building 1 - Address:3808 FRONTERA CIR, Year Built: 1973, Effective Year: 1973	
<div style="border: 1px solid black; padding: 2px;">Structural Elements</div> <p>FOUNDATION-SLAB ON GRADE EXTERIOR WALL-BRICK-FACE NO. PLUMBING FIXTURES-5.00 DWELLING UNITS-1.00 EXTERIOR WALL-SIDING-SHT.AVG. ROOF FRAMING-GABLE ROOF COVER-COMPOSITION SHG INTERIOR WALL-DRYWALL-PLASTER NO. STORIES-2.00 FLOOR COVER-CARPET DECOR/MILLWORK-AVERAGE HEAT/AIR-CENTRAL H/AC STRUCTURAL FRAME-WOOD FRAME</p> <div style="border: 1px solid black; padding: 2px;">Areas - 1518 Total SF</div> <p>BASE AREA - 660 PATIO - 91 UPPER STORY FIN - 704 UTILITY FIN - 63</p>	
Images	
 <p>1/14/11</p>	 <p>2/18/03</p>

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

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between **Jack L. Glenny, Jr. and Crystal M. Glenny**, as husband and wife, whose address is PO Box 710, Baker, Florida 32531 ("Sellers"), and **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Sellers agree to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____. Prior to closing, Sellers may remove and retain the air handling unit and compressor for the heating, ventilating and air conditioning (HVAC) system; upon closing, Sellers shall relinquish all of their right, title and interest to any portion of the HVAC system or other fixtures remaining on the Property.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Eighteen Thousand Dollars (\$18,000.00), payable to Sellers at closing.

3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Sellers in writing specifying the defects, and Sellers shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Sellers are unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Sellers shall be released for all obligations under the Contract.

5. **SELLERS' AFFIDAVIT AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing an affidavit in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanic's liens. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion

of the Property. The Sellers' Affidavit must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Sellers and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Sellers); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

7. **BROKERS.** Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker other than Sell Florida Homes, Inc., who is agent of the Buyer and who will be compensated by the Sellers. Sell Florida Homes, Inc. shall receive a commission of three percent (3%) of the purchase price at closing. There are no other brokerage commissions or payments required under this provision.

8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. **CONVEYANCE AND TRANSFER OF TITLE.** Sellers shall convey title to the Property by Warranty Deed.

10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur within thirty (30) days after February 1, 2013, unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuse to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to

receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. **ASSIGNABILITY.** Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. **RISK OF LOSS.** The risk of loss to the Property is the responsibility of Sellers until closing.

17. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. **OTHER AGREEMENTS.** No prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. **NOTICES.** Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLERS:

Jack L. Glenny, Jr. and
Crystal M. Glenny
PO Box 710
Baker, Florida 32531

WITH A COPY TO:

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. **COUNTERPARTS.** The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.

21. **THIRD PARTY LEASES AND CONTRACTS.** Sellers shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Sellers' current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Sellers agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Sellers, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Sellers warrant delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Sellers' knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Sellers, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the

condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Sellers agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Sellers have a non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS**

ATTEST: _____
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk

Date: _____

BCC Approved: _____

SELLERS:

Meredith G. Hulson

Witness

Meredith G. Hulson

Print Name

Mary L. Carson

Witness

Mary L. Carson

Print Name

JACK L. GLENNY, JR.

JACK L. GLENNY, JR.

Date: January 2, 2013

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of January, 2013, by Jack L. Glenny, Jr., who () is personally known to me, () produced current Florida Driver's License as identification.



(Notary Seal)

Mary L. Carson

Signature of Notary Public

Printed Name of Notary Public

Meredith G. Hulson

Witness

Meredith G. Hulson

Print Name

Mary L. Carson

Witness

Mary L. Carson

Print Name

Crystal M. Glenny

CRYSTAL M. GLENNY

Date: January 2, 2013

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of January, 2013, by Crystal M. Glenny, who () is personally known to me, () produced current Concealed Weapon License as identification.



(Notary Seal)

Mary L. Carson

Signature of Notary Public

Printed Name of Notary Public

Exhibit A

Lot 21, Block C, Whispering Oaks, according to the map or plat thereof as recorded in Plat Book 8,
Page(s) 36, Public Records of Escambia County, Florida

Parcel Identification Number: 34-2S-30-0295-021-003

2 Jan 2013

(32)

(7ca)

MHC
7



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3724

County Administrator's Report 11. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/07/2013

Issue: Acceptance of Property from Pensacola Electrical Workers Fraternal and Social Society, Inc.

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of the Donation of a Parcel of Real Property from Pensacola Electrical Workers Fraternal and Social Society, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a parcel of real property located at the intersection of East Olive Road and North Palafox Street (aka Old Palafox Highway), from Pensacola Electrical Workers Fraternal and Social Society, Inc., for road and drainage improvements:

- A. Accept the donation of a parcel of real property (approximately 0.14 acres), located at the intersection of East Olive Road and North Palafox Street (aka Old Palafox Highway), from Pensacola Electrical Workers Fraternal and Social Society, Inc., for road and drainage improvements;
- B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for road and drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept the Warranty Deed as of the day of delivery of the Warranty 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 recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

The County has a project in design to make road and drainage improvements at the intersection of East Olive Road and North Palafox Street (aka Old Palafox Highway). Due to limited right-of-way in this area, it was determined that additional property would be required to facilitate

the project. Pensacola Electrical Workers Fraternal and Social Society, Inc., owner of the property located at 7830 North Palafox Street, has agreed to donate a portion of real property (approximately 0.14 acres) to facilitate the road and drainage improvements project. Board approval is required for the Board's acceptance of the donated property.

BACKGROUND:

The County has a project in design to make road and drainage improvements at the intersection of East Olive Road and North Palafox Street (aka Old Palafox Highway). Due to limited right-of-way in this area it was determined that additional property would be required to facilitate the project. Pensacola Electrical Workers Fraternal and Social Society, Inc., owner of the property located at 7830 North Palafox Street, has agreed to donate a portion of real property (approximately 0.14 acres) to facilitate the road and drainage improvements project. Board approval is required for the Board's acceptance of the donated property.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Warranty Deed was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on December 12, 2012.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Warranty Deed

Aerial Map

This document was prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, FL 32505

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 12th day of December, 2012, by and between **Pensacola Electrical Workers Fraternal and Social Society, Inc., a/k/a Local 676, Pensacola Electrical Workers Fraternal and Social Society, Inc.** whose address is 7830 North Palafox Street, Pensacola, Florida, 32534, (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"

A Portion of Parcel Identification Number: 21-1S-30-1101-005-041 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2012 conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness Shawn Daugherty
Print Name Shawn Daugherty

Witness R. Jackson
Print Name RICHARD JACKSON

Pensacola Electrical Workers Fraternal and Social Society, Inc. a/k/a Local 676, Pensacola Electrical Workers Fraternal and Social Society, Inc.

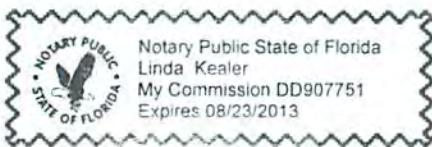
By: Ronald D. Cope

Ronald D. Cope
Print or Type Name

Title: President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of December, 2012, by Ronald D. Cope as President of Pensacola Electrical Workers Fraternal and Social Society, Inc.. He/She () is personally known to me, or () has produced current _____ as identification.



(Notary Seal)

Linda Kealer
Signature of Notary Public

Linda Kealer
Printed Name of Notary Public

ACCEPTANCE

TITLE TO THE ABOVE PROPERTY is accepted for public use by Escambia County, Florida on this _____ day of _____, 20__, as authorized by action of the Board of County Commissioners at its meeting held on _____ day of _____, 20__.

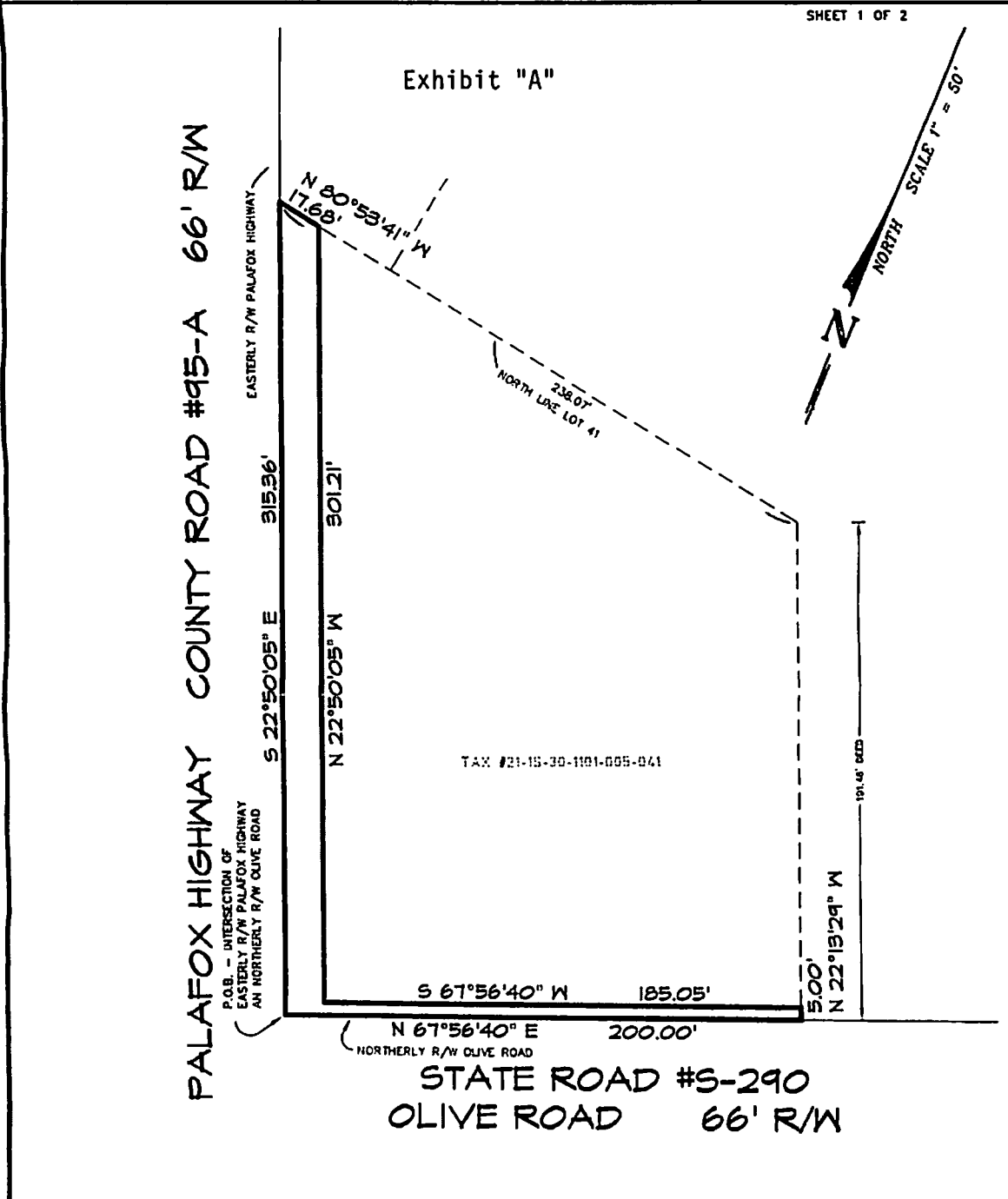
ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.
By: P. Childers
Title: Asst. County Attorney
Date: Dec. 12, 2012



TAX MAPS; PUBLIC RECORDS; FDOT R/W MAPS, SECTION 4526-401, 48710,
Source of Information: 4826-401; DEED BOOK PLAT 2, P. 90; SURVEYS BY BYRNE & THIS FIRM
Measurements made in accordance to United States Standards. **LB No. 7073**

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze

David D. Glaze
 PSM #5605

Walter J. Glaze
 PSM #6190

Date of Plat	8-14-12	NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR
Date of Survey	--	
Elevation Reference		
Encroachments	--	
Bearing Reference NORTH BASED ON STATE PLANE COORDINATE SYSTEM (GRID NORTH)		
Ordered By	MR. KEVIN MORGAN	
Scale	1" = 50'	Job No. 34953-11D
FB	-- PG --	File No. A-14,118
FB	-- PG --	Drawn By PMJ



LEGEND:

- R/W Right of way
- P.O.B. Point of beginning
- P.O.C. Point of commencement
- P.T. Point of tangency

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
5. Footers and foundations below natural grade not located.
6. Improvements not shown.

LEGAL DESCRIPTION:

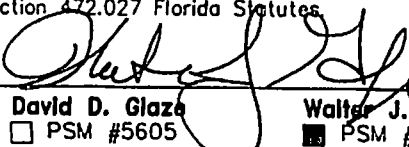
A portion of Lot 41 lying north of Olive Road (66' R/W) and east of Palafox Highway (66' R/W), Section 21, Township 1 South, Range 30 West, Escambia County, Florida, according to plat recorded in Deed Book 2, page 90 of the public records of said County, more particularly described as follows:

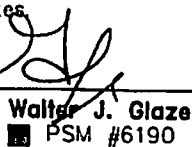
Begin at the intersection of the northerly right of way line of Olive Road (State Road #S-290, 66' R/W) and the easterly right of way line of Palafox Highway (County Road #95-A, 66' R/W); thence North 67 degrees 56'40" Easy along said northerly right of way line for a distance of 200.00 feet; thence North 22 degrees 13'29" West for a distance of 5.00 feet; thence South 67 degrees 56'40" West for a distance of 185.05 feet; thence North 22 degrees 50'05" West for a distance of 301.21 feet to the north line of Lot 41 according to Deed Book Plat 2 at page 90 of said public records; thence North 80 degrees 53'41" West along said north line for a distance of 17.68 feet to said easterly right of way line; thence South 22 degrees 50'05" East for a distance of 315.36 feet to the point of beginning.

TAX MAPS; PUBLIC RECORDS; FDOT R/W MAPS, SECTION 4826-401, 48710,
Source of Information: 4826-401; DEED BOOK PLAT 2, P. 90; SURVEYS BY BYRNE & THIS FIRM
Measurements made in accordance to United States Standards.

LB No. 7073

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.


David D. Glaze
 PSM #5605


Walter J. Glaze
 PSM #6190

Date of Plat <u>8-14-12</u>	NOT VALID UNLESS IMPRINTED WITH EMBOSSSED SEAL AND SIGNED BY SURVEYOR
Date of Survey <u>--</u>	
Elevation Reference <u>---</u>	
Encroachments <u>---</u>	
Bearing Reference <u>NORTH BASED ON STATE</u>	
PLANE COORDINATE SYSTEM (GRID NORTH)	
Ordered By <u>MR. KEVIN MORGAN</u>	
Scale <u>1" = 50'</u>	Job No. <u>34953-IID</u>
FB <u>--</u> PG <u>--</u>	File No. <u>A-14,119</u>
FB <u>---</u> PG <u>---</u>	Drawn By <u>PMJ</u>

EAST OLIVE ROAD AND NORTH PALAFOX STREET ROAD AND DRAINAGE IMPROVEMENTS



2009 Aerial Photo



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 01/02/13 DISTRICT 3



Property Acquisition



Pensacola Electrical Workers Fraternal & Social Society,
Inc. Property



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3787

County Administrator's Report 11. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/07/2013

Issue: Acceptance of a Drainage Easement in Perdido Manor Subdivision

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of a Drainage Easement in Perdido Manor Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of a 20-foot-wide drainage easement in Perdido Manor Subdivision from Kathryn L. Bufkin for stormwater drainage improvements:

A. Accept the donation of a 20-foot-wide drainage easement in Perdido Manor Subdivision from Kathryn L. Bufkin for stormwater drainage improvements;

B. Authorize the payment of documentary stamps as the drainage easement is being donated for governmental use, which is for stormwater drainage, and the County benefits from the acceptance of this drainage easement, which enhances the safety and well-being of the citizens of Escambia County;

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

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept the Drainage Easement as of the day of delivery of the Drainage Easement 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 recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

Perdido Manor Subdivision is located off Lillian Highway, just east of the Perdido Bay Bridge. The existing stormwater drainage swale, located on Lot 22, Block 3, of said subdivision, is in need of improvement and continued maintenance. County staff could find no record of a recorded or platted Easement for the existing drainage swale. The property owner, Kathryn L. Bufkin, has agreed to donate a 20-foot-wide drainage easement to the County in order to make the needed improvements and for future maintenance. Staff is requesting the Board approval required to accept the donation of the drainage easement.

BACKGROUND:

Perdido Manor Subdivision is located off Lillian Highway, just east of the Perdido Bay Bridge. The existing stormwater drainage swale, located on Lot 22, Block 3 of said subdivision, is in need of improvement and continued maintenance. County staff could find no record of a recorded or platted easement for the existing drainage swale. The property owner, Kathryn L. Bufkin, has agreed to donate a 20' wide drainage easement to the County in order to make the needed improvements and for future maintenance. Staff is requesting the Board approval required to accept the donation of the drainage easement.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Drainage Easement was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on January 9, 2013.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Drainage Easement

Plat Book 2 Page 45

Aerial View

This document was prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A Portion of 03-2S-32-1000-220-003
Perdido Manor Road Drainage Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 17 day of December, 2012 by and between Kathryn L. Bufkin, a single woman, whose mailing address is 1050 Perdido Manor Road, Pensacola, Florida 32506 (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:

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 03, Township 2 South, Range 32 West, Escambia County, Florida;

WHEREAS, the Grantor is the owner of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the promises contained herein and other good and valuable considerations, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement area and the right to excavate, construct and maintain the drainage easement.

A 20-foot wide Drainage Easement lying in Section 3, Township 2 South, Range 32 West, being more particularly described as follows:

The South 20 feet of Lot 22, Block 3, according to the plat of Perdido Manor Subdivision as recorded in Plat Book 2 at page 45 of the public records of Escambia County, Florida.

GRANTOR also does hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement area or any structures installed thereon by Grantee. Notwithstanding, the issuance of any permit to construct or erect any structure in the easement area, Grantor, their successors and assigns, agree not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement area, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified and the Grantor, itself, its successors and assigns, agree to execute corrective instruments as may be required by Grantee.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances, which would prohibit the Grantee from using the easement area for drainage and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the date first above written.

Signed, sealed and delivered in the presence of:

Witness Bernie W Manning
Print Name Bernie W Manning
Witness Stacey S Ward
Print Name Stacey S Ward

By: Kathryn L. Bufkin
Kathryn L. Bufkin

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17 day of December, 2012 by Kathryn L. Bufkin. He/She () is personally known to me or () has produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W Manning
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

ACCEPTANCE

THIS EASEMENT was accepted by Escambia County, Florida on the ___ day of _____, 20___, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSISONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By Childers
Title Asst. County Attorney
Date Jan. 9, 2013

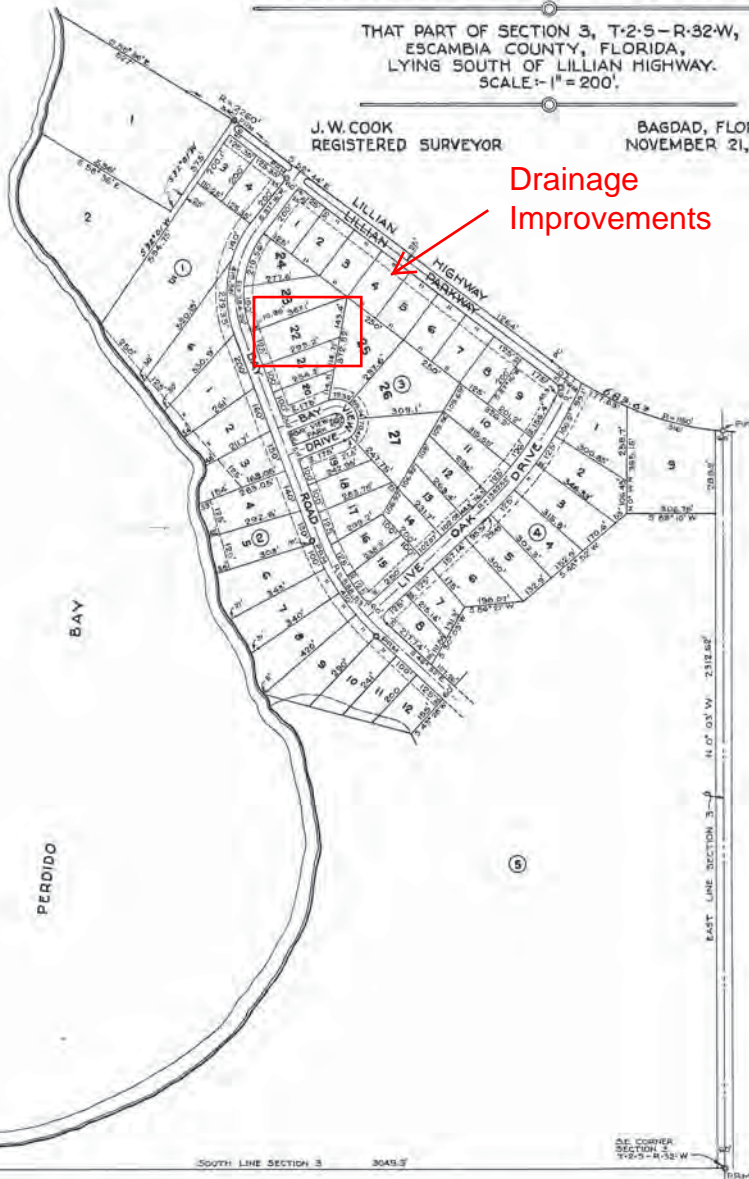
PERDIDO MANOR

THAT PART OF SECTION 3, T-2-S-R-32-W,
 ESCAMBIA COUNTY, FLORIDA,
 LYING SOUTH OF LILLIAN HIGHWAY.
 SCALE: 1" = 200'

J. W. COOK
 REGISTERED SURVEYOR

BAGDAD, FLORIDA.
 NOVEMBER 21, 1947.

Drainage
 Improvements



CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS

I, LANSLEY BELL, COUNTY CLERK OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT, BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE 25TH DAY OF NOVEMBER, 1947, WAS APPROVED FOR FILING BY THE SAID BOARD, AND I, AS CLERK OF SAID BOARD, WAS INSTRUCTED TO SO CERTIFY HEREOF.

Lansley Bell
 COUNTY CLERK,
 ESCAMBIA COUNTY, FLORIDA

CLERK'S SEAL

COUNTY CLERK'S CERTIFICATE

I, LANSLEY BELL, CLERK OF THE CIRCUIT COURT, ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 10275 OF THE 1925 ACTS OF THE LEGISLATURE OF FLORIDA) AND THE SAME WAS FILED FOR RECORD ON THE 25TH DAY OF NOVEMBER, 1947, AND FILED AT PAGE 48 OF PLAT BOOK 2 OF SAID COUNTY.

Lansley Bell
 CLERK OF CIRCUIT COURT,
 ESCAMBIA COUNTY, FLORIDA.

SEAL OF
 CIRCUIT COURT

DEDICATION STATE OF FLORIDA COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS THAT PERDIDO DEVELOPMENT COMPANY, A CORPORATION, THE DRAFTER OF THE LANDS DESCRIBED HEREIN AND PLATTED HEREON, HEREBY DEDICATED TO THE PUBLIC THE ROADS, DRIVES AND STREETS AS DESIGNATED ON THIS PLAT. IN WITNESS WHEREOF THESE PRESENTS ARE EXECUTED ON THIS 19TH DAY OF NOVEMBER, 1947.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:
 BY *Wm. J. King* PRESIDENT
Gray J. Sandford ATTEST SECRETARY
 PERDIDO DEVELOPMENT CO.
 CORPORATION SEAL

STATE OF FLORIDA COUNTY OF ESCAMBIA

BEFORE THE SUBSCRIBED PERSONALLY APPEARED J. W. KING AND S. H. BULEY, KNOWN TO ME TO BE RESPECTIVELY THE PRESIDENT AND SECRETARY OF PERDIDO DEVELOPMENT CO., AND THE INDIVIDUALS WHO SO EXECUTED THE FOREGOING DEDICATIONS AND SEVERALLY ACKNOWLEDGED THAT THEY AS SUCH OFFICERS EXECUTED THE SAME FOR AND IN BEHALF OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 19TH DAY OF NOVEMBER, 1947.

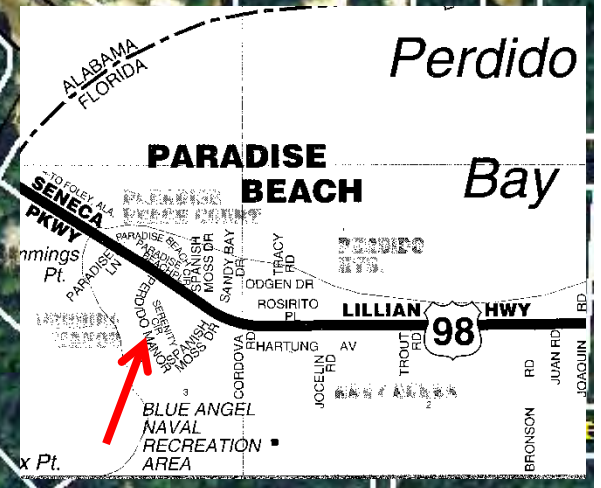
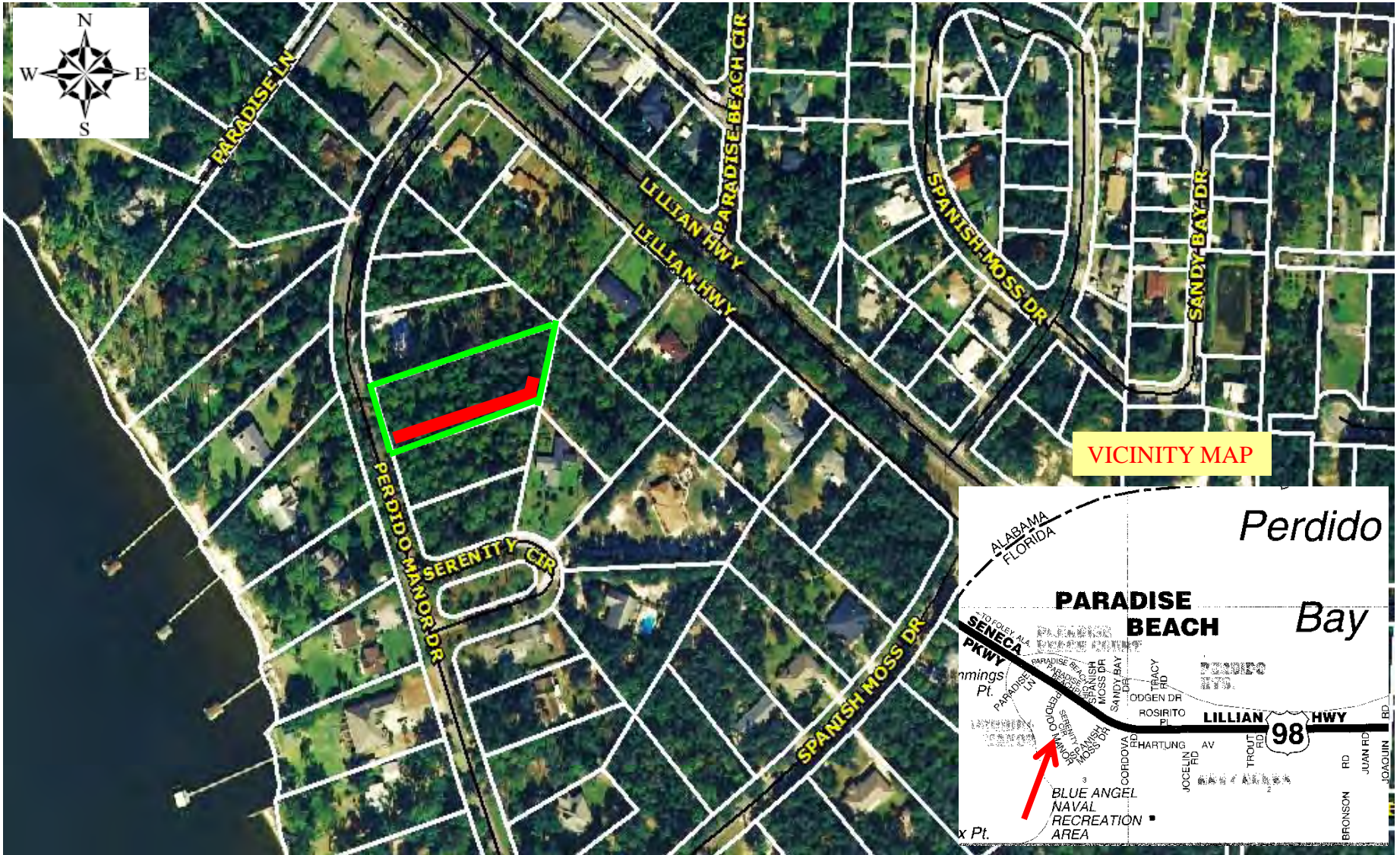
Gray J. Sandford
 NOTARY PUBLIC, STATE OF FLORIDA AT LARGE,
 MY COMMISSION EXPIRES
 August 29, 1949
 NOTARY SEAL

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND HEREIN DESCRIBED; THAT SAID LAND HAS BEEN SUBDIVIDED AND STAKED AS INDICATED; THAT PERMANENT REFERENCE MONUMENTS (INDICATED PRM) HAVE BEEN PLACED AS REQUIRED BY THE PLAT ACT (CHAPTER 10275); THAT THE SIGN (1) MEANS FEET OR MINUTES AND THAT THE SIGN (1) MEANS DEGREES.



J. W. Cook
 REGISTERED FLORIDA
 SURVEYOR NO. 456.
 SURVEYOR'S
 SEAL

PERDIDO MANOR DRAINAGE EASEMENT/KATHRYN L. BUFKIN



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 01/15/13 DISTRICT 1

-  Drainage Easement
-  Kathryn L. Bufkin Property



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3780

County Administrator's Report 11. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/07/2013

Issue: AT&T Primary Rate ISDN (PRI) Service Agreements

From: David Musselwhite, Department Director

Organization: Information Technology

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Agreements with AT&T for the Primary Rate ISDN (PRI) Service Agreements for the Sheriff's Office and Public Safety Building - David Musselwhite, Information Technology Department Director

That the Board take the following action concerning the Primary Rate ISDN (PRI) Service Agreements with AT&T for PRI services at the Sheriff's Office and at the Public Safety Building:

A. Approve the 12-month AT&T ILEC BellSouth Primary Rate ISDN Service Agreement for the PRI telephone service at the Sheriff's Office, and the 24-month BellSouth Primary Rate ISDN Service Agreement for the PRI telephone service at the Public Safety Building, for a total Contract cost of \$58,555.20; and

B. Authorize the Chairman to sign the Service Agreements.

The funds are available in the budget General Fund (001), Cost Center 270103, Object Code 54101. These Agreements include the following Contract Clause: "Arbitration: all claims and disputes arising from this Agreement shall be settled by binding arbitration administered by the American Arbitration Association under its commercial arbitration rules (subject to the requirements of the Federal Arbitration Act). Any judgment on any award rendered may be entered and enforced in a court having jurisdiction. The arbitrator shall not have the authority to award any damages disclaimed by this Agreement or in excess of the liability limitations in this Agreement, shall not have the authority to order prehearing depositions or document discovery, but may compel attendance of witnesses and production of documents at the hearing. The parties waive any right to trial by jury and waive any right to participate in or initiate class actions; if the parties cannot waive these rights, this entire section is void."

BACKGROUND:

The attached AT&T PRI Service Agreements are for providing services to connect multiple phone lines to the telephone systems at the Sheriff's Office and at the Public Safety Building. The Sheriff's Office location is for a 12-month term of service for the cost of \$29,906.40. The Public Safety Building location is a 24-month term of service for the cost of \$28,648.80. The combined cost for both location is \$58,555.20. The funds are available in the budget, General Fund (001), Cost Center 270103, Object Code 54101.

BUDGETARY IMPACT:

The County's performance and obligation to pay under this agreement is contingent upon annual appropriation by the Board of County Commissioners.

LEGAL CONSIDERATIONS/SIGN-OFF:

These contracts include the standard AT&T arbitration clause and the County Attorney's Office has directed that the arbitration provision be mentioned in the recommendation above.

PERSONNEL:

The implementation of these Agreements will be accomplished with existing staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval required by Ordinance 2001-60.

IMPLEMENTATION/COORDINATION:

The Information Technology Department will be responsible for the implementation and responsible for the coordination with other agencies/persons.

Attachments

AT & T 12 Month Agreement

AT&T 24 Month Agreement



AT&T ILEC BELLSOUTH® PRIMARY RATE ISDN
Service Agreement Provided Pursuant to Custom Terms
AL, FL, GA, KY, LA, MS, NC, SC, TN
(For Existing Service)

Customer	AT&T
Escambia County Street Address: 223 S Palafox PI City: Pensacola State/Province: FL Zip Code: Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary Contact AT&T
Name: David Musselwhite Title: IT Director Street Address: 223 S Palafox PI City: Pensacola State/Province: FL Zip Code: 32501 Country: USA Telephone: 850-595-4993 Fax: Email: david_musselwhite@co.escambia.fl.us Customer Account Number or Master Account Number: 8504329559001	Name: Tom Henderson Street Address: 4900 Bayou Blvd Suite 204 City: Pensacola State/Province: FL Zip Code: 32503 Country: USA Telephone: 850-969-7002 Fax: Email: th3672@att.com Sales/Branch Manager: Jeff Parsons SCVP Name: Rusty Rhodes Sales Strata: GEM Sales Region: Gove-ed East <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This AT&T ILEC BellSouth® Primary Rate ISDN Service Agreement, ("Service Agreement") includes the attached Pricing Schedule and General Terms, for the services identified in Section 1 ("Services") and incorporates the rates, terms and conditions in applicable Tariffs and/or Guidebooks identified in Section 1 (collectively with this Service Agreement, the "Agreement").

Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

The Effective Date of this Service Agreement is the date signed by the last party, unless a later date is required by law or regulation.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: Gene M. Valentino, Chairman	Printed or Typed Name:
Title:	Title:
Date:	Date:

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

This document approved as to form and legal sufficiency.

By:

AT&T ILEC BELLSOUTH® PRIMARY RATE ISDN
Service Agreement Provided Pursuant to Custom Terms
AL, FL, GA, KY, LA, MS, NC, SC, TN - (For Existing Service)

Pricing Schedule and General Terms

1. SERVICE, SERVICE PROVIDER AND SERVICE PUBLICATION

Service	BellSouth® Primary Rate ISDN - Voice/Data Standard Service	
Service Provider (Check one option only)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Alabama	AT&T Alabama Service Publications, including General Exchange Guidebook, Section A42.3	http://cpr.att.com/pdf/al/product_line.htm
<input checked="" type="checkbox"/> AT&T Florida	AT&T Florida Service Publications, including General Exchange Guidebook, Section A42.3	http://cpr.att.com/pdf/fl/product_line.htm
<input type="checkbox"/> AT&T Georgia	AT&T Georgia Service Publications, including General Exchange Guidebook, Section A42.3	http://cpr.att.com/pdf/ga/product_line.htm
<input type="checkbox"/> AT&T Kentucky	AT&T Kentucky Service Publications, including General Exchange Guidebook, Section A42.3	http://cpr.att.com/pdf/ky/product_line.htm
<input type="checkbox"/> AT&T Louisiana	AT&T Louisiana Service Publications, including General Exchange Guidebook, Section A42.3	http://cpr.att.com/pdf/la/product_line.htm
<input type="checkbox"/> AT&T Mississippi	AT&T Mississippi Service Publications, including General Exchange Guidebook, Section A42.3	http://cpr.att.com/pdf/ms/product_line.htm
<input type="checkbox"/> AT&T North Carolina	AT&T North Carolina Service Publications, including General Exchange Guidebook, Section A42.3	http://cpr.att.com/pdf/nc/product_line.htm
<input type="checkbox"/> AT&T South Carolina	AT&T South Carolina Service Publications, including General Exchange Price List, Section A42.3	http://cpr.att.com/pdf/sc/product_line.htm
<input type="checkbox"/> AT&T Tennessee	AT&T Tennessee Service Publications, including General Exchange Price List, Section A42.3	http://cpr.att.com/pdf/tn/product_line.htm

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	12 months
Pricing Schedule Term Start Date	on the Effective Date
Effective Date of the Rates and Discounts	Pricing Schedule Term Start Date
Expiration Date of the Rates and Discounts	Upon termination or expiration of the Pricing Schedule Term
Rates Following Expiration or Termination of Pricing Schedule Term	Service Publication monthly rates in effect at time of expiration or termination of Pricing Schedule Term

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Fee Applicable to Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All (except DID numbers)	50%	Until the end of the Pricing Schedule Term

4. CUSTOMER'S CURRENT ORDER

4.1 Existing Circuit ID(s): 30.IPZD.505888 30.IPZD.505889 30.IPZD.505890

AT&T ILEC BELLSOUTH® PRIMARY RATE ISDN
Service Agreement Provided Pursuant to Custom Terms
AL, FL, GA, KY, LA, MS, NC, SC, TN - (For Existing Service)

4.2 Service Components, Quantities and Rates

Service Component (USOC)	Quantity	Unit Monthly Recurring Charge (MRC)	Total Monthly Recurring Charge (MRC X Quantity)	Non-recurring Charge
ISDN PRI Interface(s) (PR71V)	3	\$343.00	\$1,029.00	\$0.00
Access Line(s) (1LD1E)	3	\$130.00	\$390.00	\$0.00
B-Channels (PR7BV)	69*	\$14.00	\$966.00	\$0.00
ISDN PRI Calling Name Delivery Feature(s) ("Calling Name ID") (PR7CN)	0	\$10.00	\$0.00	\$0.00
Telephone Numbers (DID Numbers) (PR7TF) (North Carolina PR7TG)	1072	\$0.10	\$107.20	\$0.00
Interoffice Channel(s) (if applicable) – total number of miles (based on airline miles attributed to each access line) (1LN1B)	0	\$23.00	\$0.00	\$0.00
Interoffice Channel(s) (if applicable) – total number of channels (based on one per access line) (1LN1A)	0	(Select)	\$0.00	\$0.00
Total Charges for PRI Interface(s), Access Line, B-Channel(s), PRI Calling Name Delivery Feature(s), DID Telephone Numbers, and Interoffice Channel(s):			\$2,492.20	\$0.00
* Minimum 23 B-Channels (PR7BV), per PRI Interface In the event that any total amounts conflict with any per-unit rates in the table above, the per-unit rates shall control.				

4.3 Subsequent DID Numbers, B-Channels, Calling Name ID. Customer and AT&T may agree to add DID Numbers, B-Channels and/or Calling Name ID Services under the rates in this Pricing Schedule after Cutover of the associated ISDN PRI Service Component(s), but only if the Customer requested installation date is more than 90 days before the end of the Pricing Schedule Term.

4.4 Service Sites and Circuit Quantity. Service may not be installed outside the territory that the Service Provider is authorized to provide the Service, or at a carrier hotel, a collocation cage or any similar location. The demarcation point for Service at each Customer Site must be within 60,000 feet of the AT&T serving central office.

Site	Quantity of Circuits per Site	Service Site – Street address	City (in same state as Service Provider in Section 1)
1	1	1755 W Leonard Sy	Pensacola FL
2	0		
3	0		
4	0		
5	0		
6	0		
7	0		
8	0		
9	0		
10	0		

(If additional locations apply, please attach on a separate page. BTNs and CLLI may be attached separately instead of addresses.)

AT&T ILEC BELLSOUTH® PRIMARY RATE ISDN
Service Agreement Provided Pursuant to Custom Terms
AL, FL, GA, KY, LA, MS, NC, SC, TN - (For Existing Service)

5. USE OF SERVICE

Customer may not use the Service to bypass the switched access charges that must be paid to a local telecommunications company for the termination or origination of international, interLATA or intraLATA calls. If Customer uses the Service to bypass such switched access charges, Customer must compensate AT&T for any resulting switched access charges that AT&T is obligated to pay or entitled to collect. This Customer obligation shall not be capped or limited in any fashion.

6. GENERAL TERMS

a. If agreed to by the parties, this Agreement may be superseded and replaced by a new term agreement that includes all the Service Components then being purchased by Customer under this Agreement and no early termination charges shall apply, if the new term agreement also includes:

- (i) an effective date within 180 days before the expiration of the Pricing Schedule Term; or,
- (ii) (a) one or more additional Service Components (other than, or in addition to, those identified in Section 4.3), (b) a term equal to or greater than the remainder of the Pricing Schedule Term, and (c) rates and charges equal to or greater than all rates and charges in the Pricing Schedule.

b. **Service Publications:** AT&T may revise Tariffs and Guidebooks (collectively "Service Publications") at any time and may redirect the websites listed above. The order of priority of the documents is: this Service Agreement, then the applicable Service Publication; except Tariffs will be first wherever contract terms may not take precedence over inconsistent Tariff terms. This Agreement continues after the Pricing Schedule Term until Services no longer are provided, at which point the Agreement is terminated.

c. **Services:** AT&T will provide or arrange to have its affiliate provide Services to Customer, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services or rebrand the Services for resale to third parties. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement and is responsible for their use of any Service.

d. **Access:** Customer will allow AT&T timely access or will at Customer's expense obtain timely access to property (other than public property) and to equipment reasonably required for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within the building for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items reasonably required for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).

e. **Safe Environment:** Customer will ensure that the location where AT&T installs, maintains or provides Services ("Site") is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. If AT&T encounters hazardous materials, AT&T may terminate any affected component of a Service ("Service Component") or suspend performance.

f. **AT&T Equipment:** Services may be provided using AT&T-owned equipment located at the Site ("AT&T Equipment"). Title to AT&T Equipment remains with AT&T. Customer must provide electric power for and keep all AT&T Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage (other than ordinary wear and tear) to all AT&T Equipment.

g. **Pricing Schedule Term:** Except as stated in the Pricing Schedule, the prices listed in this Service Agreement are stabilized for the Pricing Schedule Term and apply in lieu of the corresponding prices set forth in the applicable Service Publication, and no promotion, credit, discount or waiver set forth in a Service Publication applies. After the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to discontinue a Service Component) under a month-to-month service arrangement.

h. **Taxes:** Prices are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services.

i. **Billing, Payments, Deposits and MARC:** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer ("Cutover"). Payment is due 30 days after the invoice date (unless another date is specified in an applicable Service Publication) and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge late payment fees at the lowest of 1.5% per month (18% per annum), the rate specified in the Service Publication or the maximum rate allowed by law. If the Pricing Schedule includes a Minimum Annual Revenue Commitment ("MARC") and Customer's MARC-Eligible recurring and usage charges (after deducting discounts and credits) in any applicable 12-month period are less than the MARC, Customer will pay the shortfall, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

j. **Termination and Suspension:** Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend an affected Service or Service Component and, if the activity implicates the entire Agreement, terminate or suspend the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service Component for material breach by AT&T if such breach is not cured within 30 days of notice. AT&T may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice.

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k. Termination Charges: If prior to Cutover Customer terminates a Service Component other than for cause or AT&T terminates a Service Component for cause, Customer will reimburse AT&T for time and materials, including any third-party charges, incurred prior to the effective date of termination. Thereafter, if Customer terminates a Service Component for Customer's convenience or AT&T terminates a Service Component for cause, Customer must pay: (i) 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service Component multiplied by the months remaining in an applicable Minimum Payment Period specified in the Pricing Schedule or Service Publication, and (ii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. If the Pricing Schedule includes a MARC and Customer terminates other than for cause or AT&T terminates for cause, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term. In addition, Customer may terminate an affected Service Component without incurring termination charges if (i) AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer; (ii) Customer gives 30 days' notice of termination to AT&T within 90 days of the date of the revision; and (iii) AT&T does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority or assessment of or changes to recovery fees, surcharges or taxes.

l. Limitations of liability and Disclaimers:

(1) AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. AT&T ALSO MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS). AT&T MAKES NO WARRANTY REGARDING: NETWORK SECURITY; ENCRYPTION EMPLOYED BY ANY SERVICE; INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED; THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION; OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T IS NOT LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

(2) AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

(3) These disclaimers and limitations will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

m. Infringement: AT&T agrees at its expense to defend and either to settle any claim against Customer, its corporate affiliates and its and their employees and directors or to pay all damages finally awarded against such parties if the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, except if the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties or combinations of the Service with any non-AT&T services or products; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T at its option may either procure the right for Customer to continue using the Service or may replace or modify the Service so that it is non-infringing or may terminate the Service without liability to Customer. Customer agrees at its expense to defend and either to settle any claim against AT&T, its affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties if: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions under (i)-(iv) of the preceding paragraph; or (ii) the claim alleges a breach by Customer, its affiliates or Users of a software license agreement governing software provided with the Services.

n. ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS VOID.

o. General Provisions: This Agreement and any pricing or other proposals are confidential to AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed

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otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Services to be provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all previous agreements, whether written or oral. This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

<i>For AT&T internal use only</i>	
Billing Telephone Number for Existing service, if applicable:	8504329559001
SDA Code:	BIGE22

End of Document



BELLSOUTH® PRIMARY RATE ISDN SERVICE
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AL, FL, GA, KY, LA, MS, NC, SC, TN

Customer	AT&T
Escambia County Street Address: 223 S Palafox Pl City: Pensacola State/Province: FL Zip Code: 32501 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary Contact AT&T
Name: David Musselwhite Title: IT Director Street Address: 223 S Palafox Pl City: Pensacola State/Province: FL Zip Code: 32501 Country: USA Telephone: 850-595-4993 Fax: Email: david_musselwhite@co.escambia.fl.us Customer Account Number or Master Account Number: 8504329559001 8504320800001	Name: Tom Henderson Street Address: 4900 Bayou Blvd suite 204 City: Pensacola State/Province: fl Zip Code: 32503 Country: USA Telephone: 850-969-7002 Fax: 2054027751 Email: th3672@att.com Sales/Branch Manager: Jeff Parsons SCVP Name: Rusty Rhodes Sales Strata: GEM Sales Region: Gov-Ed East <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code _____	

This BellSouth® Primary Rate ISDN Service Agreement, ("Service Agreement") includes the attached Pricing Schedule and General Terms, for the services identified in Section 1 ("Services") and incorporates the rates, terms and conditions in applicable Tariffs and/or Guidebooks identified in Section 1 (collectively with this Service Agreement, the "Agreement").

Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

The Effective Date of this Service Agreement is the date signed by the last party, unless a later date is required by law or regulation.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: _____	By: _____
Printed or Typed Name: Gene M. Valentino, Chairman	Printed or Typed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

This document approved as to form and legal sufficiency.

By: [Signature]

Title: [Signature]

BE_PRI_SDA_24_agmt_se	AT&T and Customer Confidential Information	Date: <u>1/28/13</u>	SDA ILEC v.05/02/12
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Pricing Schedule and General Terms

1. SERVICE, SERVICE PROVIDER AND SERVICE PUBLICATION

Service	BellSouth® Primary Rate ISDN - Voice/Data Standard Service	
Service Provider (Check one option only)	Service Publication (incorporated by reference)	Service Publication link
<input type="checkbox"/> AT&T Alabama	AT&T Alabama Service Publications, including General Exchange Guidebook, Section A42.3	http://cpr.att.com/pdf/al/product_line.htm
<input checked="" type="checkbox"/> AT&T Florida	AT&T Florida Service Publications, including General Exchange Guidebook, Section A42.3	http://cpr.att.com/pdf/fl/product_line.htm
<input type="checkbox"/> AT&T Georgia	AT&T Georgia Service Publications, including General Exchange Guidebook, Section A42.3	http://cpr.att.com/pdf/ga/product_line.htm
<input type="checkbox"/> AT&T Kentucky	AT&T Kentucky Service Publications, including General Exchange Guidebook, Section A42.3	http://cpr.att.com/pdf/ky/product_line.htm
<input type="checkbox"/> AT&T Louisiana	AT&T Louisiana Service Publications, including General Exchange Guidebook, Section A42.3	http://cpr.att.com/pdf/la/product_line.htm
<input type="checkbox"/> AT&T Mississippi	AT&T Mississippi Service Publications, including General Exchange Guidebook, Section A42.3	http://cpr.att.com/pdf/ms/product_line.htm
<input type="checkbox"/> AT&T North Carolina	AT&T North Carolina Service Publications, including General Exchange Guidebook, Section A42.3	http://cpr.att.com/pdf/nc/product_line.htm
<input type="checkbox"/> AT&T South Carolina	AT&T South Carolina Service Publications, including General Exchange Price List, Section A42.3	http://cpr.att.com/pdf/sc/product_line.htm
<input type="checkbox"/> AT&T Tennessee	AT&T Tennessee Service Publications, including General Exchange Price List, Section A42.3	http://cpr.att.com/pdf/tn/product_line.htm

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	24 Months
Pricing Schedule Term Start Date	When only New Service is included in this Agreement: at Cutover of the first Service Component Existing Services are included: on the Effective Date (This applies even when new Service Components are added.)
Effective Date of the Rates and Discounts	Pricing Schedule Term Start Date
Expiration Date of the Rates and Discounts	Upon termination or expiration of the Pricing Schedule Term
Rates Following Expiration or Termination of Pricing Schedule Term	Service Publication monthly rates in effect at time of expiration or termination of Pricing Schedule Term



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3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Fee Applicable to Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All (except DID numbers)	50%	Until end of Pricing Schedule Term

4. CUSTOMER'S CURRENT ORDER

4.1 Order

Order: (Select one)	<input type="checkbox"/> New install(s) Only (All Service Components under this Pricing Schedule are new installs) Requested installation date(s)*: #####
	<input checked="" type="checkbox"/> Existing Service Included (Some or all Service Components under this Pricing Schedule already installed) Existing Circuit ID(s): 30.IPZX.517464 30.IPZX.519195 <input type="checkbox"/> Requested Installation Date(s)* for new Service Components, if applicable: <input type="checkbox"/> If applicable, this Pricing Schedule supersedes and replaces in its entirety that certain agreement dated _____, entitled _____
*Except as otherwise provided in this Pricing Schedule, requested installation date(s) for all new Service(s) purchased under this Agreement shall be no later than 90 days after the Effective Date of this Agreement, unless Customer is an E-Rate Applicant for the Services or AT&T causes delay.	

4.2 Service Components, Quantities and Rates

Service Component (USOC)	Quantity	Unit Monthly Recurring Charge (MRC)	Total Monthly Recurring Charge (MRC X Quantity)	Non-recurring Charge
ISDN PRI Interface(s) (PR71V)	2	\$255.00	\$510.00	\$0.00
Access Line(s) (1LD1E)	2	\$110.00	\$220.00	\$0.00
B-Channels (PR7BV)	46*	\$10.00	\$460.00	\$0.00
ISDN PRI Calling Name Delivery Feature(s) ("Calling Name ID") (PR7CN)	0	\$10.00	\$0.00	\$0.00
Telephone Numbers (DID Numbers) (PR7TF) (North Carolina PR7TG)	37	\$0.10	\$3.70	\$0.00
Interoffice Channel(s) (if applicable) – total number of miles (based on airline miles attributed to each access line) (1LN1B)	0	Select one	\$0.00	\$0.00
Interoffice Channel(s) (if applicable) – total number of channels (based on one per access line) (1LN1A)	0	\$0.00	\$0.00	\$0.00
Total Charges for PRI Interface(s), Access Line, B-Channel(s), PRI Calling Name Delivery Feature(s), DID Telephone Numbers, and Interoffice Channel(s):			\$0.00	\$0.00
* Minimum (Select) B-Channels (PR7BV), per PRI Interface In the event that any total amounts conflict with any per-unit rates in the table above, the per-unit rates shall control.				

4.3 Subsequent DID Numbers, B-Channels, Calling Name ID. Customer and AT&T may agree to add DID Numbers, B-Channels and/or Calling Name ID Services under the rates in this Pricing Schedule after Cutover of the associated ISDN PRI Service Component(s), but only if the Customer requested installation date is more than 90 days before the end of the Pricing Schedule Term.



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4.4 Service Sites and Circuit Quantity. Service may not be installed outside the territory that the Service Provider is authorized to provide the Service, or at a carrier hotel, a collocation cage or any similar location. The demarcation point for Service at each Customer Site must be within 60,000 feet of the AT&T serving central office.

Site	Quantity of Circuits per Site	Service Site – Street address	City (in same state as Service Provider in Section 1)
1	1	65754 North W St	Pensacola FL
2	1	201 e Gregory St	Pensacola FL
3	0		
4	0		
5	0		
6	0		
7	0		
8	0		
9	0		
10	0		

(If additional locations apply, please attach on a separate page. BTNs and CLLI may be attached separately instead of addresses.)

5. ADDS

Customer may order Service Components at the same Site(s) as the Service Components identified in section 4.2, in excess of quantities listed in Section 4.2, if installed no later than 6 months after the Effective Date; except, Service Components identified in Section 4.3 may be installed until 90 days prior to end of the Pricing Schedule Term.

6. USE OF SERVICE

Customer may not use the Service to bypass the switched access charges that must be paid to a local telecommunications company for the termination or origination of international, interLATA or intraLATA calls. If Customer uses the Service to bypass such switched access charges, Customer must compensate AT&T for any resulting switched access charges that AT&T is obligated to pay or entitled to collect. This Customer obligation shall not be capped or limited in any fashion.

7. GENERAL TERMS

- a. If agreed to by the parties, this Agreement may be superseded and replaced by a new term agreement that includes all the Service Components then being purchased by Customer under this Agreement and no early termination charges shall apply, if the new term agreement also includes:
 - (i) an effective date within 180 days before the expiration of the Pricing Schedule Term; or,
 - (ii) (a) one or more additional Service Components (other than, or in addition to, those identified in Section 4.3), (b) a term equal to or greater than the remainder of the Pricing Schedule Term, and (c) rates and charges equal to or greater than all rates and charges in the Pricing Schedule.
- b. **Service Publications:** AT&T may revise Tariffs and Guidebooks (collectively "Service Publications") at any time and may redirect the websites listed above. The order of priority of the documents is: this Service Agreement, then the applicable Service Publication; except Tariffs will be first wherever contract terms may not take precedence over inconsistent Tariff terms. This Agreement continues after the Pricing Schedule Term until Services no longer are provided, at which point the Agreement is terminated.
- c. **Services:** AT&T will provide or arrange to have its affiliate provide Services to Customer, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services or rebrand the Services for resale to third parties. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement and is responsible for their use of any Service.
- d. **Access:** Customer will allow AT&T timely access or will at Customer's expense obtain timely access to property (other than public property) and to equipment reasonably required for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access



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lines and network facilities and the right to use ancillary equipment space within the building for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items reasonably required for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).

e. **Safe Environment:** Customer will ensure that the location where AT&T installs, maintains or provides Services ("Site") is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. If AT&T encounters hazardous materials, AT&T may terminate any affected component of a Service ("Service Component") or suspend performance.

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g. **Pricing Schedule Term:** Except as stated in the Pricing Schedule, the prices listed in this Service Agreement are stabilized for the Pricing Schedule Term and apply in lieu of the corresponding prices set forth in the applicable Service Publication, and no promotion, credit, discount or waiver set forth in a Service Publication applies. After the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to discontinue a Service Component) under a month-to-month service arrangement.

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j. **Termination and Suspension:** Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend an affected Service or Service Component and, if the activity implicates the entire Agreement, terminate or suspend the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service Component for material breach by AT&T if such breach is not cured within 30 days of notice. AT&T may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice.

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l. **Limitations of liability and Disclaimers:**

(1) AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. AT&T ALSO MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS). AT&T MAKES NO WARRANTY REGARDING: NETWORK SECURITY; ENCRYPTION EMPLOYED BY ANY SERVICE; INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED; THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION; OR THAT



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m. Infringement: AT&T agrees at its expense to defend and either to settle any claim against Customer, its corporate affiliates and its and their employees and directors or to pay all damages finally awarded against such parties if the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, except if the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties or combinations of the Service with any non-AT&T services or products; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T at its option may either procure the right for Customer to continue using the Service or may replace or modify the Service so that it is non-infringing or may terminate the Service without liability to Customer. Customer agrees at its expense to defend and either to settle any claim against AT&T, its affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties if: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions under (i)-(iv) of the preceding paragraph; or (ii) the claim alleges a breach by Customer, its affiliates or Users of a software license agreement governing software provided with the Services.

n. ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS VOID.

o. General Provisions: This Agreement and any pricing or other proposals are confidential to AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Services to be provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth



BELLSOUTH® PRIMARY RATE ISDN SERVICE
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms
AL, FL, GA, KY, LA, MS, NC, SC, TN

above. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all previous agreements, whether written or oral. This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

<i>For AT&T internal use only</i>	
Billing Telephone Number for Existing service, if applicable:	8504320800001 850M026725725
SDA Code:	BIGE22



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3818

County Administrator's Report 11. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/07/2013

Issue: Purchase Order to Pandhandle Grading & Paving, Inc. per PD 10-11.065
General Paving and Drainage Pricing Agreement

From: Pat Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the issuance of a Purchase Order to Panhandle Grading & Paving, Inc., per PD 10-11.065, General Paving and Drainage Pricing Agreement, in the amount of \$272,338.13, for the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project. This Purchase Order will provide funding for material, labor, and equipment to install intermediate cover soil at the Perdido Landfill.

In accordance with State of Florida Department of Environmental Protection (FDEP) regulations, cover soil is required to cover the fill area currently accepting debris from the Saufley Field Road C&DD Landfill Closure and Stormwater Improvement Project.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230316, Object Code 56301]

BACKGROUND:

The Saufley Field Landfill Closure and Stormwater Improvement Project requires the excavating, transporting and disposing of debris to the Perdido Landfill to achieve design grades for the existing side slopes at the Perdido facility. In accordance with State of Florida Department of Environmental Protection (FDEP) regulations, immediate cover soil is required to cover the fill area (North slope, Section 3C) currently accepting debris from the Saufley Field Landfill project site.

Utilizing PD 10-11.065 meets the requirement for projects to be competitively bid.

BUDGETARY IMPACT:

Funding is available in Fund 401, Solid Waste Fund, Cost Center 230316, Object Code 56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of the recommendation, a Requisition will be transmitted to the Office of Purchasing for processing.

Attachments

PD 10-11.065 Pricing Agreement

Panhandle Surety Bond

0
0

PD10-11.065 General Paving and Drainage Pricing Agreement
Valid From October 1, 2012 till September 30, 2013

Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost
					APAP Mid-South, Inc.		Gulf Atlantic Constructors, Inc.		Heaton Brothers Construction Company, Inc.		Panhandle Grading and Paving, Inc.		Roads, Inc. of NWF		Starfish, Inc. of Alabama		Utility Services Company, Inc.	
01000-Insurance																		
01100-00100 Performance Bond																		
01100-00101 Performance Bond			Per \$1000		\$8.00	\$ -	\$14.40	\$ -	\$15.00	\$ -	\$11.00	\$ -	\$10.00	\$ -	\$12.00	\$ -	\$10.00	\$ -
02100-00102 Mobilization, 16 - 30 Miles			1	EA	\$2,540.00	\$2,540.00	\$1,200.00	\$1,200.00	\$1,700.00	\$1,700.00	\$1,850.00	\$1,850.00	\$1,500.00	\$1,500.00	\$1,250.00	\$1,250.00	\$5,000.00	\$5,000.00
04100-00103 Earthwork Fill, County Specs 2300			17500	CY	\$10.53	\$184,275.00	\$15.00	\$262,500.00	\$8.75	\$153,125.00	\$7.45	\$130,375.00	\$6.00	\$105,000.00	\$6.00	\$105,000.00	\$10.50	\$183,750.00
04100-00105 3" Top Soil			105000	SY	\$2.11	\$221,550.00	\$25.00	\$2,625,000.00	\$6.50	\$682,500.00	\$0.91	\$95,550.00	\$8.50	\$892,500.00	\$8.50	\$892,500.00	\$2.10	\$220,500.00
04100-00106 Earthwork Establishing Grade, County Specs 2300			52000	SY	\$2.11	\$109,720.00	\$2.00	\$104,000.00	\$1.25	\$65,000.00	\$0.80	\$41,600.00	\$0.60	\$31,200.00	\$0.75	\$39,000.00	\$2.10	\$109,200.00

Sub Totals					\$518,085.00	\$2,992,700.00	\$902,325.00	\$269,375.00	\$1,030,200.00	\$1,037,750.00	\$518,450.00
Performance and Payment Bond (Required for projects over \$25,000.00)					\$4,144.68	\$43,094.88	\$13,534.88	\$2,963.13	\$10,302.00	\$12,453.00	\$5,184.50
Grand Total					\$522,229.68	\$3,035,794.88	\$915,859.88	\$272,338.13	\$1,040,502.00	\$1,050,203.00	\$523,634.50

Balance of Line (may not exceed 25% of total cost) Qty Units

MOT @ 5% Sub Total	0	LS	\$25,904.25	\$0.00	\$149,635.00	\$0.00	\$45,116.25	\$0.00	\$13,468.75	\$0.00	\$51,510.00	\$0.00	\$51,887.50	\$0.00	\$25,922.50	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Balance of Line Total				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Additional Performance and Payment Bond				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revised Grand Total with BOL					\$522,229.68	\$3,035,794.88	\$915,859.88	\$272,338.13	\$1,040,502.00	\$1,050,203.00	\$523,634.50					

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACK. BOUND.

488529

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint MARK W. EDWARDS II, RONALD B. GIADROSICH, JEFFREY M. WILSON, WILLIAM M. SMITH, EVONDISA H. WOESSNER, ROBERT R. FREEL, ALISA B. POUNDERS, ALL OF THE CITY OF BIRMINGHAM, STATE OF ALABAMA

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWO HUNDRED FIFTY MILLION AND 00/100 DOLLARS (\$ 250,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5, Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 27th day of September 2011.



LIBERTY MUTUAL INSURANCE COMPANY

By *David M. Carey*
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 27th day of September 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 29, 2013
Member, Pennsylvania Association of Notaries

By *Teresa Pastella*
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 17th day of January 2013.



By *Gregory W. Davernoff*
Gregory W. Davernoff, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

SURETY RIDER

To be attached to and form a part of

Bond No. 016044932

Type of

Bond: Performance and Payment Bond

dated

effective December 16, 2011
(MONTH-DAY-YEAR)

executed by Panhandle Grading & Paving, Inc.
(PRINCIPAL)

, as Principal,

and by Liberty Mutual Insurance Company

, as Surety,

in favor of Escambia County Board of County Commissioners
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing
the bond amount from \$4,405,238.00 to \$4,677,576.00

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider

is effective 1/17/2013
(MONTH-DAY-YEAR)

Signed and Sealed 1/17/2013
(MONTH-DAY-YEAR)

Panhandle Grading & Paving, Inc.
(PRINCIPAL)

By: _____
(PRINCIPAL)

Liberty Mutual Insurance Company
(SURETY)

By: Mark W. Edwards, II
(ATTORNEY-IN-FACT) Mark W. Edwards, II



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3812

County Administrator's Report 11. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/07/2013

Issue: Trade In of Cardiac Science Corporation AED Units

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property (Cardiac Science AED Units in the Ernie Lee Magaha Government Building) - George Touart, Interim County Administrator

That the Board approve the Request for Disposition of Property Form, allowing the County Administrator's Office to trade in the three Cardiac Science Automated External Defibrillator (AED) Units currently being used in the Ernie Lee Magaha Government Building toward the purchase of three new Physio-Control AED Units.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 56401]

BACKGROUND:

Currently, there are three Cardiac Science AED Units in the Ernie Lee Magaha Building that need to be replaced due to their age. Physio-Control has agreed to give a trade-in value of \$250 toward the purchase of each new AED Unit.

BUDGETARY IMPACT:

The total cost of the three new AED Units is less than \$3,500 which is budgeted within Cost Center 110201, Object Code 56401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section H, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, the County Administrator's Office will work with our Public Safety Department to replace the AED Units.

Attachments

Request For Disposition Of Property CAO

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: BCC/County Administration COST CENTER NO: 110201

BCC/County Administrator's Office (Angela Crawley) DATE: 01/24/13
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Angela Crawley* Phone No: 850-595-4947

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Yes	056471	Cardiac Science Corporation AED Unit	4131732	Power Heart G3	2007	Good
Yes	056472	Cardiac Science Corporation AED Unit	4135892	Power Heart G3	2007	Good
Yes	056645	Cardiac Science Corporation AED Unit	4131960	Power Heart G3	2007	Good

Disposal Comments: We are trading these AED's in for new Physio-Control AED units.

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 _____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: _____
 FROM: Escambia County Department Director (Signature): _____
 Director (Print Name): _____

RECOMMENDATION: Date: 01/24/13
 TO: Board of County Commissioners
 FROM: County Administration
George Touart
 George Touart
 Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: _____
 Pam Childers, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department
 Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3844

County Administrator's Report 11. 1.

BCC Regular Meeting

Discussion

Meeting Date: 02/07/2013

Issue: RESTORE Act Advisory Committee

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointments to the RESTORE Act Advisory Committee - George Touart, Interim County Administrator

That the Board take the following action concerning nine appointments to the RESTORE Act Advisory Committee, effective February 7, 2013; appointees will serve on the Committee until all recommendations and assignments relating to the RESTORE Act are completed, as designated by the Board of County Commissioners:

A. Confirm the Escambia County Commissioners' appointments, as follows:

1. Commissioner Robertson's appointment of Mr. Alan C. McMillan to serve as an individual with five or more years of experience in the area of transportation;

2. Commissioner Valentino's appointment of Mr. Donald McMahon, III, to serve as a business leader with five or more years of economic development experience;

3. Commissioner May's appointment of Mr. Alvin G. Coby to serve as an at-large citizen representative;

4. Commissioner Robinson's appointment of Ms. Tammy Bohannon to serve as an individual with five or more years of complex governmental experience; and

5. Commissioner Barry's appointment of Mr. Gregg Beck to serve as a representative of the financial industry with five or more years or experience;

B. Confirm the appointment of Mr. Christian Wagley to serve as an individual representing local environmental advocacy groups;

C. Confirm the City of Pensacola's appointment of Ms. Bentina Chisolm Terry; and

D. Appoint two of the following twenty nominees to serve as individuals representing the citizens of Escambia County:

1. Mr. Harlan Butler;
2. Mr. Jesse Casey;
3. Mr. James "Jim" S. Cox;
4. Mr. Jim Donovan;
5. Mr. John R. Fogg;
6. Dr. Gloria G. Horning;
7. Ms. Michelle Avignone Inere;
8. Mr. Michael Johnson;
9. Mr. Gregory Jones;
10. Ms. Barbara Mayall;
11. Mr. John L. Peacock, Jr.;
12. Ms. Courtney B. Peterson;
13. Mr. Vernon Lee Prather;
14. Mr. John F. Soule;
15. Mr. William "Mike" Turner;
16. Mr. William Vann Milheim;
17. Ms. Deborah Velleco;
18. Ms. Tracie T. Watson;
19. Ms. Valerie A. Watson; and
20. Ms. Frances Yeo.

BACKGROUND:

In response to the Deepwater Horizon oil spill during the summer of 2010, the United States Congress 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". 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. 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.

The Board of County Commissioners (BCC) adopted Resolution R2012-150, on October 18,

2012, which established the RESTORE Act Advisory Committee to assist the Board in determining which projects qualify for funding under the RESTORE Act, and therefore would serve the public interest. On January 3, 2013, the BCC adopted Resolution R2013-5, which amended Resolution R2012-150, to increase the Committee membership from seven to nine members and to revise the quorum requirement from four members to five members.

On January 3, 2013, the BCC approved item 9.B.(2), the Recommendation from the December 11, 2012, Committee of the Whole Workshop, stating which Commissioners would appoint representatives from various interest groups within the community.

The nominees have expressed their willingness to serve on the RESTORE Act Advisory Committee; their Resumes are provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I, Bart B.1, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

[BCC Meeting Minutes Page - 01-03-2013](#)

[Resolution Number R2013-5](#)

[Resolution Number R2012-150](#)

[Resumes of Commissioners' Appointees](#)

[Resume of Mr. Christian Wagley-Environmental Advocacy Groups](#)

[Resume of Ms. Bentina Terry - City of Pensacola's Appointee](#)

[Resumes of Individuals Representing the Citizens of Esc. Co.](#)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

9. C/W Recommendation

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, approving Item A, as follows, as recommended by the Committee of the Whole (C/W), at the December 11, 2012, C/W Workshop:

- A. Taking the following action concerning the Time Line for Hiring the County Administrator (*C/W Item 4*):
- (1) Approving that the recruitment process will be handled in-house, and authorize a (*recruitment*) start date of January 3, 2013; and
 - (2) Approving to advertise 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."

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, approving Item B, as follows, as recommended by the C/W at the C/W Workshop held December 11, 2012:

- * B. Taking the following action concerning the RESTORE Act Advisory Committee (*C/W Item 5*), as amended to change Item (2)(f) to an individual selected by the Mayor and ratified by the Pensacola City Council, by January 31, 2013:
- (1) Approving to allow Commissioner Robinson to run for Chairman of the State's 23-County Gulf Consortium; and

(Continued on Page 8)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

9. Continued...

B. Continued...

- (2) Approving 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 selected by the Mayor and ratified by the Pensacola City Council
 - (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

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, approving Item C, as follows, as recommended by the C/W at the C/W Workshop held December 11, 2012, as amended to read:

- C. Approving to allocate \$1.4 million from the rebates of the County's health insurance contract, as a result of surpassing cost control benchmarks, for the Board, the Supervisor of Elections, Tax Collector, Property Appraiser, and Santa Rosa Island Authority to participate in a leave buyback program, as outlined in Option 3 of the PowerPoint Presentation, and approving to place the remaining funds in reserve for next year's insurance costs; the Sheriff, at his discretion, may participate in a similar leave buyback program subject to the availability of funds without his existing Budget (*C/W Item 7*).

(Continued on Page 9)

Escambia County
Clerk's Original
1/3/2013 CAT I-1

RESOLUTION NUMBER R2013 - 5

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).

Date: 1/7/2013
Verified By: Otavio

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, as selected by the Mayor and ratified by the City Council. 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 3rd day of January 2013

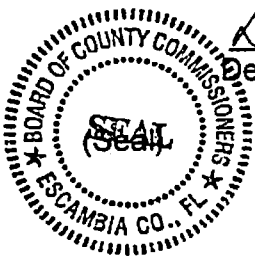
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

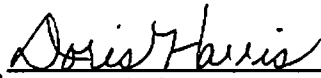

Gene M. Valentino, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Date Executed

January 7, 2013




Deputy Clerk

This document approved as to form and legal sufficiency

By: 

Title: ASST. COUNTY ATTORNEY

Date: JAN. 4 2013

Escambia County
Clerk's Original
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

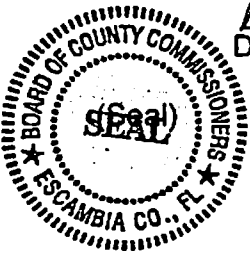
ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

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



Alan C. McMillan

54 Star Lake Drive, Pensacola, FL 32507
alan.c.mcmillan@gmail.com, 850-449-3101

Alan McMillan served as the President and Chief Executive Officer of the National Safety Council from 2001 until his retirement in 2008. The National Safety Council is the nation's largest not-for-profit safety and health advocacy organization. Prior to becoming President, he served for six years as the Executive Vice President and Chief Operating Officer. He has more than 40 years of government and private sector safety, health and environmental experience, including service with the U.S. Occupational Safety and Health Administration (OSHA), the U.S. Mine Safety and Health Administration (MSHA) and the Employment Standards Administration (ESA).

McMillan began his career in the Federal Government in 1966 at Eglin Air Force Base, Florida. He joined the U.S. Department of Labor in 1970 in Atlanta as the Regional Human Resources Director. He then served as the Regional Administrator for the Occupational Safety and Health Administration (OSHA) in both the Chicago and Atlanta Regions. In 1987, he was named Acting Assistant Secretary of Labor for Mine Safety and Health (MSHA). In 1988 he was appointed Deputy Assistant Secretary of Labor for the Employment Standards Administration.

From 1989 to 1992, McMillan served as Deputy Assistant Secretary of Labor and Acting Assistant Secretary for OSHA, where he was responsible for day-to-day OSHA operations including safety and health standards and directing OSHA's nationwide enforcement responsibilities.

In 1990, President George H.W. Bush awarded him the Presidential Award for Distinguished Executive Service, the Federal Government's highest award for Senior Executives.

In October 1992, McMillan joined the Los Alamos National Laboratory in New Mexico, where he led the organization's safety, health, and occupational medicine activities. He later assumed the position of Deputy Director of the Laboratory's Environmental, Safety, Health and Quality programs.

He has served as a member of the Boards of Directors for the Chicagoland Chamber of Commerce, the US/Mexico Chamber of Commerce, the Chicago Yacht Club and the Pensacola Yacht Club. He has also served on the Consumers Advisory Council of Underwriters Laboratory, the Board of Advisers to the Center for Business and Public Policy at Georgetown University in Washington, DC, the Advisory Council to the Secretary of Energy for Environment, Safety and Health, and was appointed by the Secretary of Labor to the National Advisory Committee for Occupational Safety and Health. He served as Co-Chair of the Management delegation to the United States/European Union Biannual safety and health negotiations.

Since his retirement and relocation to his hometown of Pensacola, Florida, he has served as President of the Star Lake Homeowners Association, Commodore of the Pensacola Yacht Club, and member of the Board of Directors of WSRE. He chaired the Escambia County Administrator Candidate Review Committee and is a member of the Mass Transit Advisory Committee to the Escambia County Board of Commissioners.

McMillan received his A.A. Degree from Pensacola Junior College in 1963, his B.S. degree from the University of Florida in 1966 and his M.A. degree from the University of West Georgia in 1980. He also completed a Senior Executive Fellowship at Harvard University in 1980.

EDWARD M. CHADBOURNE, JR.

**17 W. Cedar Street, Suite 300
Pensacola, FL 32502**

January 4, 2013

The Honorable Grover C. Robinson IV
Board of Escambia County Commissioners
Pensacola, Florida

Dear Commissioner Robinson:

I understand the Board of County Commissioners is establishing an Advisory Committee to make recommendations regarding the best use by Escambia County, of the BP fines and settlements amounts pursuant to the federal Restore Act. Additionally I understand that you will be responsible for recommending the appointment of an individual with complex governmental experience.

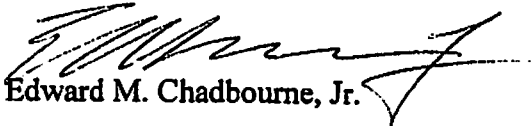
I would like to nominate Alan C. McMillan to your consideration, for this position. I know that you have met Alan, but I would like to point out several of his outstanding qualifications for this Committee.

He is a native and current resident of Escambia County and a 1960 graduate of Pensacola Catholic High School. He has an AA degree from Pensacola Junior College, a BA from the University of Florida, a Masters degree and a Fellowship from Harvard University. He has over 25 years of federal government experience including OSHA Regional Administrator for the Southeast US, then he served as Deputy Assistant Secretary and Acting Assistant Secretary of Labor under Presidents Reagan and George H.W. Bush. He has extensive experience in working with the both the EPA and the USDOT as well as State and local governments. He has served on and chaired many government and business committees. Locally, Alan chaired the last Escambia County Administrator Selection Committee and currently serves on the County's Mass Transit Advisory Committee. He has served on the Chamber's Environmental Committee and served his community as President of the Star Lake Homeowners Association.

I know Alan and I am confident of his ethics, objectivity and commitment to the future of Escambia County. I know he will serve all of us with distinction.

For your further consideration, I have attached his biography.

Respectfully,


Edward M. Chadbourne, Jr.

cc: Board of County Commissioners

EMCJr/hll

ASHLEY D. PACE, JR.

615 BAYSHORE DRIVE

APARTMENT 1001

PENSACOLA, FLORIDA 32507

October 31, 2012

The Honorable Gene M. Valentino
Board of County Commissioners
Pensacola, Florida

Dear Commissioner:

I hope this finds you and your family in good health. With your kind permission, I would like to express an opinion concerning an upcoming matter.

My friend Alan C. McMillan has offered to serve on the special committee to advise on the use of funds provided through the Restore Act. This is good news indeed, and I would like to give his nomination my highest possible endorsement.

It would be almost impossible to find a more highly-qualified person to serve on this important committee. He has a superb record of public and private service, ethics of the highest order, impeccable personal reputation, and pleasing personality.

I am completely confident that he would do an outstanding job for the Board of Commissioners, and for the people of Escambia County.

For all the above reasons, I urge that that Alan C. McMillan be appointed to this committee.

With kindest personal regards and best wishes.

Respectfully yours,

Ashley D. Pace, Jr. "Duck"



Donald McMahon, III
CIC

President

McMahon-Hadder Insurance, Inc.
375 N. 9th Avenue
Pensacola, FL 32502
T: 850.484.7011
F: 850.474.5201
don@mcmahonhadder.com

EDUCATION

1977 B.S. in Finance, Florida State University

CERTIFICATIONS

Certified Insurance Counselor (CIC)— *The Alliance for Insurance Education and Research*

WORK EXPERIENCE

Entered the Insurance business in 1977. Formed Donald McMahon & Associates in 1990 and served as President. Merged with Hadder Insurance in 1999, forming McMahon & Hadder Insurance, Inc, serving as President. Acquired USA Insurance Center and Advanced Insurance in Ft. Walton Beach, Florida.

Focuses on: Commercial Property, Marine, Professional Liability, Workers Compensation and Employee Benefits.

LICENSES HELD

(FLORIDA, ALABAMA & GEORGIA)

2-18 Life & Health Insurance

2-20 General Lines Property & Casualty Insurance

2-40 Health Insurance

COMMUNITY INVOLVEMENT / ORGANIZATIONS

Baptist Hospital - Board Member, Finance Committee

Pensacola Chamber of Commerce— Past Chairman of the Board of Directors

Children's Home Society – Past Board Member

Downtown Rotary Club of Pensacola

Fiesta of Five Flags – Past President of Conquistadors, Past Board Member

NAIOP Board Member

Naval Aviation Museum Foundation—Finance Committee

Pensacola State College Foundation – Past President, Treasurer, Board Member Emeritus

Pensacola Museum of Art –Past President, Investment Committee

Pensacola Sports Association Foundation –Past President , Secretary

University of West Florida Foundation –Past Board of Directors, Member

INSURANCE INVOLVEMENT

Professional Insurance Agents of Florida (PIA) -Past President 2003-2004, Legislative Chair 2005-2009

The Hartford Insurance Advisory Board of Florida, 2009-2011

Florida Automobile Joint Underwriting Assoc (FAJUA) -Board of Governors 2003-2008

Independent Insurance Agents of Pensacola –Past President 1999

Blue Cross Blue Shield - Advisory Board of Northwest Florida Since 2008

CNA Insurance— Florida Advisory Board

AWARDS

2009– National Flood Insurance Program— Agency of the Year

2009– Business Leader of the Year– PACE Awards

2005– Professional Insurance Agents of Florida– Agent of the Year

2003– Professional Insurance Agents of Florida– Leadership Award

Judy H. Witterstaeter

From: Aretta Green
Sent: Friday, February 01, 2013 7:14 AM
To: Judy H. Witterstaeter
Cc: alvincoby@aol.com
Subject: Fwd: Biography: Alvin G Coby

Good morning Judy,

Below is the resume of Mr. Coby, Comr. May's at large appointee to the Restore Act Committee.

Thanks
Aretta

Sent from my iPad

Begin forwarded message:

From: "alvincoby@aol.com" <alvincoby@aol.com>
Date: January 30, 2013 12:24:32 PM CST
To: Aretta Green <afgreen@co.escambia.fl.us>
Subject: Fwd: Biography: Alvin G Coby

Honorable Lumon May
221 Palafox
Suite 400
Pensacola, Fl. 32502

Commissioner May;

I wish to submit my name to serve on the Restore Act Advisory Committee. I have been a resident of the unincorporated area of Escambia County for thirty five (35) years and I was an employee of the City of Pensacola for twenty seven (27) years. I believe that my history would offer a unique perspective to the Committee. Consideration of my desire to contribute to Escambia County by serving on the Restore Act Advisory Committee would be appreciated.

Al Coby

ALVIN G COBY
4049 Moonraker Dr.
Pensacola, Fl. 32507

Born: Muskogee, Oklahoma

Married: Irma

Children: Alan

1971: BA University of Missouri

1971: Commissioned United States Marine Corps

1972: Designated Naval Aviator

1972-1977: Marine Fighter Squadrons (VMFAT-201, VMFA-451, VMFA-232, VMFA-451) 1500 flight hours

1977-1978: Executive Officer Marine Wing Support Group 27

1978-1982: Flight Instructor (VT-86)

Officer-in-Charge Instructor Training Course Naval Training Command

1982-1984: University of West Florida MPA Program (no degree)

1984-1986: Pensacola Assistant City Manager

1986-1988: Executive Director Pensacola Community Redevelopment Agency

1988-1998: Pensacola Deputy City Manager (Port, Airport, Library, Leisure Services, Sanitation, Energy Services)

1998-2008: Pensacola Assistant City Manager (Police, Fire, Sanitation, Public Works, Engineering, Leisure Services)

2008-2010: Pensacola City Manager

2011: Retired

Civic Associations

Current: Sacred Heart Hospital Advisory Board, Salvation Army Board, Downtown Rotary Board, Landfall Homeowners Association Board,

Habitat for Humanity Finance Committee

Prior: Florida Board of Professional Engineers, University of West Florida Foundation, Gulf Coast Council Boy Scouts, Red Cross

Tammy Bohannon

228 Le Star Board Drive
Pensacola Beach, FL 32561
Phone: 850-916-7630
Cell: 850-982-7128
E-Mail: Tammybo4you@gmail.com

Professional Summary

Born an entrepreneur, I am a self-made woman and have had an interest in politics since visiting the legislature as a child during my Uncle's time as a legislator. Since the inception of ERA Beach Ball Realty I have held the title of top producer. I have recently had the opportunity to expand my career and work with other real estate professionals within the ERA Legacy Realty team. My highest sales volume for one year to date is 28 million. I am dedicated, driven, focused, and has high energy with a good sense of balance. I am the wife of Lewis Bohannon, entrepreneur, and they have three grown daughters, two granddaughters, and one grandson. I am an avid tennis player. I have won the division in the Pink Ribbon Tennis Tournament. I am a member of Gulf Breeze Rotary, Impact 100, and NAIOP and have in the past served in many community organizations. I take pride in my volunteer work for Council on Aging of West Florida and their Meals on Wheels program. I am the past Chairwoman of the SRIA and currently hold the position of Vice Chairwoman. I am a member of Gulf Breeze United Methodist Church. I value God, family, and community. Skill Highlights Small business development Project management Leadership/communication skills Product development Business operations organization Client account management Budgeting expertise Negotiations expert Self-motivated Market research and analysis

Experience

May 1986 to
Current

The Southern Touch, Inc
Gulf Breeze, FL
Owner and Operator

- The Southern Touch, Inc.
- is a cleaning and painting company, with over 25 employees.
- We have successfully built this company into a multifaceted service business.
- Our company has contracts with numerous residential and commercial clients.
- To date I still review every invoice prior to billing, review all invoices prior to payment, review aging and monthly financial statements, price all insurance policies, and meet weekly with administration, to make sure the operation is running fluidly.

November 2006 to
Current

Santa Rosa Island Authority

Appointed by Grover Robinson 11/21/2006 – 2010 Re - appointed 11/2010 – 11/2014

SRIA Board Chairwoman 2010 - during my time of service as the SRIA Chairwoman I oversaw the Master Plan for the Beautification of Pensacola Beach project which included several subcommittee meetings and public workshops, supported the first De Luna Fest concert on Pensacola Beach, and the mitigation of the BP oil spill crisis.

SRIA Palm Tree Sub Committee Chairwoman – 2011 for the beautification of the Island.

Jan. 2012 to
Present

ERA Legacy
Gulf Breeze, FL
Broker Agent

- I am currently employed by ERA Legacy and achieved title of top producer.
- I was in the top eight percent in sales for the nation in 2012.

April 2002 to
December 2011

Era Beach Ball Realty
Gulf Breeze, FL
Broker Agent

- During my ten years with ERA Beach Ball Realty, I was the top producer every year.
- I mentored other sales agents for the company and have received several designations through the franchise of ERA.

EDUCATION

I attended Houston College in 1980

Career Highlights | Overview

Began career in real estate in 1973, Vice President of Better Homes Realty in 1978 through 1981, founded Beck Property Company in 1981 and currently serves as Chairman. Under his leadership, the company gained a reputation of providing superior customer service combined with unparalleled knowledge of real estate financing and the local markets. Gregg's experience exclusively in office, retail and investment properties has afforded he and his firm the reputation of one of the area's leading commercial real estate specialists. Unequaled inventory, customer loyalty, honest, straightforward relationship and the ability to recognize and structure complex commercial real estate transactions are key factors in Gregg's success.

In 1992, Gregg was awarded the prestigious professional designation of SIOR awarded by Society of Industrial & Office Realtors. SIOR has fewer than 3,500 members in 630 cities in 33 countries. Real Estate professionals that have earned the SIOR designation are recognized by financial institutions, corporate real estate executives, commercial real estate brokers and other real estate professionals as the most capable and experienced brokerage practitioners in any market.

Affiliations | Honors

- Licensed Real Estate Broker in the state of Florida for nearly 40 years
- Served as Vice President and Treasurer of the Pensacola Association of Realtors as well as Chairman of several committees including Political Affairs, Professional Standards and Budget and Finance
- Helped establish and served as the first Chairman of the Commercial and Industrial Division of the Pensacola Association of Realtors
- Member of the Florida and National Associations of Realtors
- Member of the prestigious Society of Industrial and Office Realtors (SIOR)
- Founding member of the N.W. Florida chapter of the National Association of Industrial and Office Properties (NAIOP)
- Charitable member of the United Way of Escambia County
- Pensacola Bay Area Chamber of Commerce
- Served as both Receiver and Special Master for the Circuit Court of Escambia County as well as Federal Bankruptcy Court
- Testified as an expert witness in Federal Bankruptcy Court, Northwest Florida District
- Served on the Escambia County Zoning Board of Adjustments and Appeals
- Thorough knowledge of the Escambia County Zoning Ordinance as well as the Florida Growth Management Act
- Broad background in complex financial structures, negotiations, operations and cash flow management

Selected Acquisitions and Transactions

- Expanded company sales and leasing volume from less than \$500,000 annually to over \$45 Million dollars annually.
- Expanded Beck Property's commercial management portfolio from 125,000 square feet to over 1.1 million square feet with an estimated total value of \$49 Million dollars.
- Beck Property Company, LLC, owner and property manager for Bayou Corporate Center on Bayou Boulevard, home to tenants such as Amedysis, AT&T, Dorel Bank, Quest Diagnostics, and Rels Title Services.
- Owner /developer in McKinley Block, LLC, responsible for the redevelopment of over 30,000 square feet of leasable space in the upscale Shops of East Hill shopping center in Pensacola.
- Owner/investor in B&B Warehouse, LLC, responsible for Saufley Field, home to Gulf Coast Racing.
- Owner/developer of 33 Brent Center, 5 million dollar 120,000 sq. ft. redevelopment project.
- Gregg has managed and supervised the redevelopment of numerous properties and tenant renovation with a total estimate value of over 50 million dollars.



Christian M. Wagley
801 East Larua St.
Pensacola, FL 32501
(850) 687-9968
christian@sustainabletownconcepts.com
www.sustainabletownconcepts.com

Objective

To help individuals and communities create places to live that protect the natural environment, enhance economic opportunity, and nourish human health, spirit and creativity.

Employment

Principal, *Sustainable Town Concepts* (November 2008 – present)

Consulting with builders, developers, architects, and homeowners to create homes and towns that are energy-efficient, healthy, and durable. Provide green home certifications and assessments, green development assessments that chart a more environmentally-friendly path for entire communities, landscape consultation and approved plant lists for neighborhoods. Current projects included an environmental video series—*Earth Action*-- that will air on WSRE public television in 2013. Recently completed a ten month planning process to improve parks and bicycle/pedestrian facilities in Bagdad, FL, culminating in the Bagdad Transportation and Open Space Master Plan.

Produce Manager, *Ever 'man Natural Foods* (June 2009 – September 2011)

Managed department featuring fresh organic and local produce, with monthly sales of approximately \$70,000; responsible for scheduling, ordering, food safety, staff education; oversaw consistent growth in department sales over past 18 months.

Environmental Program Manager, *Alys Beach*, (July 2004 – October 2008)

Oversaw the environmental performance of a new traditional neighborhood development, including the reduction of energy, water, and harmful chemical use through the construction of more environmentally-friendly homes, creation of sustainable construction guidelines for new homes, protection of natural resources on-site, the operation and maintenance of resort facilities, and green building/development education.

Nursery Assistant, *The Gourd Garden and Curiosity Shop*, (Sept. 2003 – Nov. 2005)

Assist customers with plant selection; maintain nursery stock and grounds; order organic fertilizers and pest control products

Rental Manager—*Kayak Guide, Yellowfin Ocean Sports* (February – December 2003)

Developed and managed program featuring vacation rentals of outdoor equipment, including bicycles and kayaks; led interpretive kayak tours of rare coastal dune lake

Freelance Writer, *Sketches, Emerald Coast Home Design*, other local and regional publications (January 2002 – March 2004)

Wrote stories on a range of issues, including gardening, home design and the environment

Instructor, Pensacola Junior College Kid's Environmental Camp (June – July 2002)
Taught environmental lessons to kids ages 8 – 12; took students on field trips to a range of local natural areas and environmental facilities

Writer/Researcher, Neighbors for a Quality Future (January 2002 – July 2002)
Researched issues affecting the Pensacola-area environment, economy and community

Environmental Specialist, Escambia County (FL) Neighborhood and Environmental Services (July 1998 – December 2001) Conducted pollution prevention education through workshops, neighborhood meetings and community events; also worked County-wide on NPDES stormwater compliance inspections, land disturbing permits, tree removal permits and assisted with rewrite of County tree protection ordinance

Freelance Writer, Pensacola News Journal, (Nov. 1996 - July 1998)
Wrote news stories and a weekly column about environmental issues in Northwest FL

Sales Associate, Ever 'man Natural Foods, (January 1997 – July 1998)
Performed a range of duties, including operating the cash register and stocking shelves

Contributing Writer, New Bay Times, Deale, MD (Jun. 1996 - Sep. 1996)
Wrote weekly articles about people, places and environmental issues during an 1800 mile bicycle trip along the Southeast coast

Biological Technician, Florida Department of Environmental Protection, NW Florida Aquatic Preserves, Milton, FL (May 1995 - Jun. 1996)
Wrote two educational boater's guides to the Pensacola and St. Andrew Bay systems; assisted with field research and monitoring

Education

Master of Science, Biology/Coastal Zone Studies, University of West Florida, Pensacola, FL June, 1996

Bachelor of Science, Geography and Environmental Planning, Towson University, Towson, MD May, 1992

Recent Professional Training and Certifications

LEED for Homes for Field Agents
Florida DEP Stormwater Erosion and Sedimentation Inspector
USFWS/FWC Marine Turtle Exterior Lighting Course
Advanced Disaster Planning
Florida Green Building Coalition—certifying agent, Florida Green Home Standard
How to Build High Performance Homes
Florida Certified Horticulture Professional

Community and professional service

Member, City of Pensacola Mayor's Urban Redevelopment Advisory Committee (Feb. 2012 – present)

Writing a new plan to guide the near-term redevelopment and financial health of Pensacola's urban core community redevelopment area.

Member, Escambia County Land Development Code Citizens Advisory Committee (May 2010 – May 2012)

Advising staff and elected officials on revisions to County's land development regulations.

Member, City of Pensacola Gateway Review Board (November 2010 – June 2012)

Review new development projects in the Gateway District for compliance with City design standards.

Member, Escambia County Citizen's Environmental Committee (July 2009 – January 2011)

Provided recommendations to County staff and elected officials on local environmental issues.

Board Member, US Green Building Council, N. Gulf Coast Chapter (Jan. 2009 – present)

Chair of advocacy committee charged with bringing the green building message to the public and elected officials.

Mentor, Hallmark Elementary School, Global Learning Academy, (Jan. 2009 – present)

Mentoring a third-grade student at a public school serving a neighborhood of low socioeconomic status

Co-chair, Back to Nature Festival (January 2005 – December 2008)

Directing an annual weekend of outdoor activities for the South Walton Community Council, including managing committee members, budgeting, and leading interpretive tours

Co-founder, Eat Local! (June 2007 – December 2008)

Organize monthly potluck meals featuring local and regional foods; educate attendees and public about the benefits of eating foods grown and harvested closer to home

Member, Board of Directors, South Walton Community Council (November 2004 –

November 2006) Guiding the efforts of a non-profit organization to safeguard the environment and quality of life in South Walton County

Member, Beach Improvements Committee, Walton County Tourist Development Council (January 2005 – November 2006)

Community oversight of public access issues for Walton County beaches, including construction and design.

Coordinator, Environmental Home Products Show (October 2002)
Founded and organized a Pensacola home show featuring natural and energy-saving products.

Member, Board of Directors, Ever'man Natural Foods Cooperative Grocery (2000 – 2002)
Oversaw long-range planning for a Pensacola-based natural foods grocery store with nearly \$4 million in annual sales.

Director, Earth Day Pensacola (2000 – 2003)
Managed a group of ten volunteers working to organize an annual Earth Day celebration focusing on environmental education.

Board of Directors, Florida Pollution Prevention Roundtable (1998 – 2001)
Helped to organize a professional organization devoted to promoting pollution prevention in Florida.

Technical Advisory Committee, Bay Area Resource Council (1999 – 2002)
Advised local elected officials on efforts to restore the health of the Pensacola Bay watershed, organized conferences, moderated panel discussions.

Citizen Liaison Panel, Blackwater River State Forest (1999 – 2001)
Represented environmental interests on a diverse citizen panel appointed by the Florida Division of Forestry to advise State forest officials on forest management issues.

Personal Interests and Activities

bicycling, sea kayaking, travel, sustainable living, historic preservation, ecological restoration, food

References

Available upon request



Bentina Chisolm Terry
Vice President – External Affairs and Corporate Services
Gulf Power Company

One Energy Place
Pensacola FL 32520-0100
850.444.6380
E-mail: BCTERRY@SOUTHERNCO.COM

Bentina C. Terry is Vice President – External Affairs and Corporate Services for Gulf Power Company, a Southern Company subsidiary headquartered in Pensacola, Florida. In this role, Terry is responsible for the company's external efforts including regulatory affairs, governmental relations, environmental affairs, community development, economic development and corporate communications. She is also responsible for the company's ethics and compliance efforts as well as the security, safety and health, labor relations, facilities and real estate organizations.

Terry is very active outside of Gulf Power and serves on Board of Directors or Trustees for the following: the American Association of Blacks in Energy, Florida Chamber of Commerce Foundation (Chair), Florida Chamber of Commerce, Leadership Florida (Program Chair), Enterprise Florida, Inc. Legislative Committee, University of West Florida, the Florida Electric Power Coordinating Group (Executive Committee), the Pensacola Symphony Orchestra (Development Committee Chair) and Autism Pensacola. She was also appointed to the Federal Judicial Nominating Commission (Florida) in 2011 by Senator Nelson. She also served on the Florida Technology, Research and Scholarship Board (2007-2009) and Governor Scott's Economic Development Transition Team.

Terry began her career with Southern Company in 2001 at Georgia Power Company and progressed through leadership roles in compliance, ethics and power delivery including customer service, external affairs and customer operations. In her most recent position prior to her current one she served as Vice President – External Affairs and General Counsel, Compliance Officer and Corporate Secretary for Southern Nuclear Operating Company, the Southern Company subsidiary that operates Southern's nuclear fleet.

Prior to joining Southern Company, Terry served as Associate General Counsel for Progress Energy in Raleigh, NC. She began her career practicing law as an associate with Troutman Sanders law firm in Atlanta, Georgia.

A native of Fayetteville, N.C., Terry holds a Juris Doctorate degree from the University of Michigan Law School and a Bachelor of Arts in English (cum laude) from North Carolina State University. She is a member of the North Carolina State Bar and the Georgia State Bar, Leadership Atlanta, Leadership North Carolina and Leadership Florida, and Alpha Kappa Alpha Sorority, Inc. In 2008, she was selected as one of the "Twelve Young Professionals Under 40" and she was selected as a member of the 2009, 2010, 2011, 2012 "IN Power List" which recognizes the top 50 most powerful and influential people in greater Pensacola. Most recently she was named one of Florida's Most Powerful and Influential Women (2012) by the Florida Diversity Council.



January 11, 2011

Mr. Gene Valentino, Chairman
Mr. Wilson Robertson, District 1
Mr. Lumon May, District 3
Mr. Grover Robinson, IV, District 4
Mr. Steven Barry, District 5
Escambia County
221 Palafox Place
Pensacola, FL 32502

RE: Nomination for RESTORE Committee At Large Seat

Gentlemen: The Escambia County Destination Marketing Organization, Inc. (DMO) is pleased to nominate Mr. Harlan R. Butler for one of the two Escambia County RESTORE Committee At Large seats. The Escambia County DMO, as you know, is comprised of almost ninety percent (90%) of all of the Escambia County Tourism Development Tax collectors.

Tourism is the third largest economic driver in Escambia County and the most stable. It is a \$1.2 billion industry that employs over 20,000 people. It continues to be one of the largest job creators and provides over \$3 in local tax collections for every \$1 in lodging revenues.

We feel that Mr. Butler is uniquely qualified to serve on this committee and brings a wide range of talents and insights. He is a long time resident of Escambia County, and President of Innisfree Hotels, which is the largest employer on Pensacola Beach and one of the largest private tax payers in Escambia County. He has over 30 years of senior management experience in job creation, training, budgeting, cost analysis, financial analysis, strategic planning, reviewing business plans and business development opportunities, establishing large scale operating systems and processes, setting performance standards, measuring ROI, and results reporting.

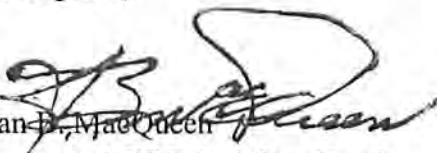
He has been active in the community serving on the Greater Pensacola Chamber of Commerce Executive Committee as Executive Vice President of Tourism and President of the Tourism Administration and Convention Committee (TACC) for four years and Chairman of the Airport Transportation Committee. He is a Founding Member of Coast Vision 3000, on the Board of the Escambia County DMO, and a member of the Florida Restaurant and Lodging Association.



INNISFREE
HOTELS

Neither the DMO nor Innisfree Hotels will be submitting a funding proposal to the RESTORE Committee that would present any conflict for Mr. Butler or the Committee. We appreciate your consideration of this very critical appointment. Please let me know if you have any questions or if we can be of any other service.

Best Regards,


Julian P. MacQueen
Founder and CEO Innisfree Hotels
President Escambia County DMO

Mr. Bob Cleveland
Highpointe Hotels

Mrs. Marilyn Hess
American Fidelity Life

Mr. Nash Patel
LHS Companies

Mr. Dave Cleveland
Highpointe Hotels

Mr. Greg Jones
WCI / Lost Key

Mr. Robert Rinke
Levin Rinke Development

Mr. Pete King
Perdido Key Chamber
/ Resort Quest

Mr. Pat McClellan
Flora-Bama

Mr. Gus Silivos
Celebrity Chef

Mr. Tosh Belsinger
Gulf Blue Vacations

Mr. Jay Patel
LHS Companies

Mr. Rob Babcock
Premier Island Management

Mr. Ray Palmer
Pensacola Sports Association

Mr. Shawn Keenan
American Fidelity Life

Cc: Mr. George Touart
Mr. Larry Newsom

INNISFREE HOTELS

A Development & Management Company

Baybridge Professional Park, Bldg. 113 • Gulf Breeze, FL 32561

P: 850.934.3609 • F: 850.934.3896

www.innisfree.com

HARLAN BUTLER
PRESIDENT

INNISFREE HOTELS

Duties and Responsibilities

President of Innisfree Hotels

Education / Skills

B.A. University of Arkansas

C.H.A.

General Qualifications

Certified Hospitality Administrator

Expertise and Qualifications

Harlan Butler joined Innisfree Hotels in the late eighties. His background includes over 30 years of experience in the hospitality industry. In 2004, Mr. Butler was promoted to President of Innisfree Hotels.

Past Positions Include:

General Manager

District Manager

Director of Hotel Operations

Vice President of Gremor Motor Inns, Inc

Mr. Butler has extensive food and beverage experience in multiple hotel franchise operations.

Present Responsibilities Include :

Hotel Franchise Relations

Operation of Multiple Franchise Properties

Office Parks

Resort RV Parks

Condominium Management Companies

Overseeing Personnel

Property Renovations

Financial Management

Continuing Education:

As a Certified Hospitality Administrator, he has attended the hotel management education training schools of major hotel franchise companies including:

Hilton Hotels Corporation

Intercontinental Hotels Group (Holiday Inn University)

Choice Hotels International

Best Western International

Mr. Butler also served as a delegate from the United States Department of Commerce to the Australia/United States Tourism Summit in Sydney, Australia.

Mr. Butler is a graduate of the University of Arkansas.

Professional Organizations:

Ex Officio member of TACC (Tourism Administration and Convention Committee)
Vice Chairman of Tourism for the Greater Pensacola Chamber of Commerce – 4 years
Executive Committee Greater Pensacola Chamber of Commerce
Chairman of TACC – 4 years
Former Chair of the Airport Transportation Committee
Founding Member of Coastal Vision 3000
Member of the Florida and Lodging Association
Member of the Intercontinental Hotel Group Owners Association
Member of the Honorary Board of Beach Community Bank

12/06/2010

Jesse Casey

6300 Hogan Road

Pensacola, Fl. 32526

Phone # 850-944-4444

Brief Resume / Work Experience History

I have over forty years of, on hands construction experience. I started out at the tender age of thirteen, working after school with my father .By the time I reached eighteen, I was a carpenter foreman for H.R. Doty construction Company at NAS Pensacola Florida. I was a Project manager on several large projects such as, Creekside Apartments, here in Pensacola, Florida to some pre-fabed apartments in Meridian Ms. to, the country club at, Desert Horizon Country Club in Palm Desert Ca. From there I was flown to, L.A.Ca., and was interviewed for a position at Marble Hill Nuclear Power Plant in New Washington Indiana, where I worked as a civil structural estimator/consultant to Public Service of Indiana, for four years. During that time I was one of five individuals at the top who had to renegotiate contracts for the construction of the Nuclear Power plant.

I then returned to Pensacola and began working as a project manager for National Assistance Bureau out of Nashville Tenn. and was made an officer of that company, and I also became Vice President for Major Contracting out of Nashville Tenn. I traveled all over Georgia, Tenn., Alabama, and Florida, constructing Health Care facilities, Nursing Homes and Kidney Dialysis centers. I was in charge of all purchasing and hiring and firing of all personnel and sub contractors, and I held all of the Contractor licenses for all four of the before mentioned states in order that all the before mentioned could be completed.

I was born on Jan.25th 1953.At the present time I run a very small concrete business. I am a certified General Contractor for the State of Florida and I am an active member of the Civil Air Patrol, of which I am currently the Finance Officer, and First Lieutenant. I have passed all testing requirements and will soon be promoted to Captain. I was given an accommodation for flying the Deep Water Horizon Mission for the BP oil spill and I feel that due to the recent bid for County Commission seat, and the response of the people, that I am more than qualified to be on the Restore Act committee for the BP funding.

I am requesting to be on said committee, and would very much appreciate it if you would; seriously consider me for this committee.

James S. Cox

229 Sabine Dr.
Pensacola beach FL 32561

(850) 393-2202
jlsproperties@gmail.com

Community and Non-Profit Involvement

Pensacola Beach Advocates – Founder and President - Citizen's group (1) keeping Beach residents informed on governmental matters and (2) promoting ecological issues on the Beach. Work actively with the Santa Rosa Island Authority and Escambia Commissioners and staff on matters such as:

- Pensacola Beach Master Plan
- Beach taxation and fee-simple title issues
- Recycling, sea turtle protection and other ecological issues

Better Business Bureau Foundation – Treasurer and Past Chair

Rebuild Northwest Florida – Home evaluation volunteer after hurricane Ivan

Professional Experience

Semi-retired in Pensacola Beach

2002 – now

- Managing Member of JLSC Properties, LLC, a real estate investment company with 10 rental condominiums and houses.
- Actively serve on boards of several homeowners associations

The Bistro Group, Cincinnati, OH

1992 – 2001

CEO & CFO of second largest franchisor of T.G.I. Friday's restaurants.

- Grew business from 10 to 30 restaurants with 2,500 employees and sales of \$100 million.
- Franchise received multiple awards, including Franchisee of the Year and Operator of the Year.

LSI lighting, Inc

1987 - 1992

Jung Products Company

1984 - 1987

CFO of two Cincinnati based manufacturing companies with sales of \$40 to \$80 million.

Ernst & Young

1968 – 1984

Served on audit staff in Chicago, Cleveland and Minneapolis offices.

- Became one of the firm's youngest audit partners in 1981
- Clients were primarily in manufacturing, banking and non-profit businesses

Dean,

If you drive on I-85 past Auburn, you will see a large number of foreign manufacturing plants that exist only to support the big KIA plant just across the border in Georgia. The same possibility exists on I-10 to support the Airbus plant in Mobile. We need a economic plan to take advantage of this opportunity. We already have an empty Industrial Facility on Route 29.

Such a plan will require incentives (money) for companies to locate in Escambia County. The proposed BP money could be a likely source. I would like to serve as Gene's appointee on such a committee to explore the use of some of this funding. A brief resume is attached.

Best Regards,

Jim Donovan
Jim Donovan

PS I would think that Panama City with its new long runway and plenty of vacant adjoining space is already moving in this area.

Hear is a brief resume

1. 32 years in the Navy as a Captain
 2. 3 Commands as Commanding Officer
 3. Master's Degree in Material Management
 4. Special course in Organizational Development by MIT
 5. Managed Navy wide Human Resource Management Programs
 6. Worked 5 years as a Management Consultant with Bromley Associates
 7. Currently & for past ten years, employed by FINRA as an Arbitrator in Stock Market disputes.
-

Resume' of John R. Fogg
5423 Dynasty Drive
Pensacola, Florida 32504

Home 850. 479.9962
FAX 850. 477.8240
Cell 850.384.2222

OCCUPATION

President of the Fogg Group, LLC

EDUCATION

Master of Science in Public Administration, Troy University; Bachelor of Arts in Psychology, Butler University; Designated Naval Aviator; Top Secret Security Clearance; graduate of the Navy Fighter Weapons School, "Top Gun"; certified by the Naval Post Graduate School as an Aircraft Mishap Investigator; Airline Transport Pilot; FAA Single/Multi-engine and Instrument Flight Instructor.

MUNICIPAL AND CIVIC SERVICE

1989-Present

Served the City of Pensacola for over 20 years beginning as a City Council Member for District 3 on June 12, 1989, elected as At-Large City Council Member in 1993, appointed Mayor July 29, 1994 and was re-appointed in 1995, 1997 and 1999 and in 2001, became the first elected Mayor in modern history and was re-elected Mayor in 2003, 2005 and 2007. Also served as Chairman of the Committee of the Whole and the Military Affairs Committee, Chairman, Vice Chairman and Member of the Finance Committee, Chairman and Member of the Public Enterprise Committee, Vice Chairman of the General Government Committee and Member of the Growth Management Committee. Further service included representing the City as a Charter Member of the Board of Directors of the Florida League of Mayors, Member of the Governmental Center Authority, Chairman, the Florida-Alabama Transportation Planning Organization, Ex-Officio Member of the Board of Directors for the Pensacola Bay Area Chamber of Commerce, and as the City Council's representative on the Community Maritime Park Board of Trustees.

Having served as Mayor for 14.5 years, longer than any previous Mayor in the City's history, was instrumental in providing effective direction and leadership on numerous revitalization and redevelopment projects promoting economic, community and neighborhood development to include the expansion of the Pensacola Gulf Coast Regional Airport, annexation of Cordova Mall area, a new Federal Court House, rebirth of the downtown core with a new Technology Park, Hawkshaw project, Aragon Development, Plaza DeLuna, Sanders Beach Community Center, new Southwest and Lucia Tryon Branch Libraries and relocation of the Main Street Wastewater Treatment Plant while maintaining the highest level of core services in the Police, Fire, Sanitation and Recreation Departments, allowing the city of Pensacola to remain financially sound and sustainable. Sponsored initial meetings of community leaders that led to the development of the Community Maritime Park. Demonstrated exceptional ability to represent our community well when communicating with National and International Media in the wake of the Abortion Clinic killings and hurricane Ivan recovery. Upon completion of the last term as Mayor, was designated Mayor Emeritus by Resolution of the Pensacola City Council.

Civic commitment and service is demonstrated by being a Member, Board of Directors, Covenant Hospice Foundation of Northwest Florida; Past Member, Board of Directors, Fiesta of Five Flags; 2002 Recipient, God in Government Award; Past Member, State of Florida Faith-Based & Community Advisory Council; Member, Advisory Council, State of Florida Operation Home Front; Past Co-Chairman, American Heart Association Heart Walk; Past Honorary Chairman, USO Campaign; Past Chairman, United Way Loaned Executive Program and Past Member, Board of Directors Gulf Coast Economics Club.

EMPLOYMENT HISTORY

2001-Present: The Fogg Group, LLC (Concurrent with City)

President and Owner of the firm with expertise in Marketing, Political Campaigns, Public Relations, Media Relations, Governmental Relations and Crisis Management. Member of the Board and consultant to OMR Waste to Energy, LLC, an internationally based recycling company using the latest Plasma Torch technology.

1999-2001: CarlanKillam Consulting Group (Concurrent with City)

Vice President for Marketing of a large Architectural/Engineering Firm headquartered in Pensacola. Responsible for marketing the Firm's five offices from Mobile to Miami. During my tenure with the Firm, the number of employees grew from 65 to 98 and revenues increased from \$8,000,000 to \$16,000,000 annually. In January of 2001, the Firm was acquired by an international consortium and the position was eliminated.

1996-1999: The John Fogg Company (Concurrent with City)

Formed in July of 1996 with Champion International as the first client. Other clients included state and private universities and colleges, design/build architectural engineering firms, development companies, political campaigns, law firms, a hazardous waste disposal company and power companies. The company also provided continuing education seminars.

1992-1996: Champion International Corporation, Pensacola Mill (Concurrent with City)

Community Affairs Manager for Champion International Corporation, Pensacola Mill. Responsible for all external communications, local governmental and media relations. Implemented speakers' bureau, mill tour program, newsletter, direct mailing initiatives, and many other programs to educate the Pensacola community about Champion International Corporation and its operating philosophy. Dramatically improved the company's public approval rate from 18% to over 65% in four years.

1990-1992: Foundation for Excellence in Education (Concurrent with City)

President of the Foundation for Excellence in Education. Responsible for all development programs for the Foundation in support of the public school system in Escambia County. Implemented the "One for the Children" campaign and the "Corporate Sponsor Program."

1987-1990: Naval Aviation Museum Foundation (Concurrent with City)

National Campaign Director of the Naval Aviation Museum Foundation. Developed and executed a national capital campaign to raise \$10,000,000. Coordinated the efforts of ninety-three volunteers and staff nationwide to achieve goal. Developed automated systems in support of the campaign. Upon successful completion of the capital campaign, was promoted to Vice President for Development and Trustee of the Naval Aviation Museum Foundation. Responsible for all development programs for the Foundation.

UNITED STATES MARINE CORPS

1984-1987 Director of Personnel and Administrative Services (HR/OD) for more than 1200 Federal Employees. Served as Equal Employment Opportunity Officer and chairman of the Position Management Committee. Implemented a \$2,000,000 Management Information Systems program throughout the organization. Supervised the Superintendent of two elementary schools with an enrollment of more than 1100 students. Retired from the United States Marine Corps as a Lieutenant Colonel after twenty years of service.

1982-1983 Commanding Officer of VMFA 122, Marine Corps Fighter Squadron. Responsible for the activities of 200 people and assets over \$150,000,000. Responsible for combat training, operations planning and execution, aircraft maintenance, personnel administration, on-site support in several geographic areas and air/ground safety for personnel and 12 assigned McDonnell Douglas F-4 Phantoms.

1980-1981 Aviation Training Program Manager for the Marine Aviation Training Support Group. Inducted student naval aviators into the Naval Air Training Command where more than 700 students began training annually, requiring maintenance of more than 1000 case files. Provided all administrative support. In one year, reduced a 700 student overload to zero, saving more than 300 man-years of lost time.

1979 Training Program Director for a Navy training squadron. Developed appropriate aviation training programs for students and standardization requirements for instructors, increasing production by more than nine percent in six months.

1978 Training Operations Director for a Marine aircraft group in Japan. Responsible for all scheduling and training coordination as well as liaison with the Japanese Government. In one year, doubled the availability of restricted areas and time available for their use.

1976-1977 Assistant Operations Director for a fighter squadron. Designed and managed an aviation training program which increased aircrew performance resulting in the execution of an Aircraft Carrier deployment without incident. Graduated from the Navy's Fighter Weapons School "Top Gun".

1975 Selected as one of 18 pilots to form the Marine Corps' first F-14 squadron. Developed a safety program to be used as the model for subsequent F-14 squadrons.

1972-1974 Selected and flew as the Marine representative with the U. S. Navy Flight Demonstration Squadron, the Blue Angels. Responsible for the overall safety program of the squadron. Provided direct assistance to recruiters through weekly television and radio appearances nationwide. Contributed to Navy/Marine Corps public relations effort through hospital visits, service organization presentations and numerous other public appearances throughout this Country, Europe and the Middle East, meeting heads of state, corporate heads, ranking military officials, senators, congressmen and other senior officials. Circulated and communicated with ease among top levels of national, corporate, governmental and military executives.

1970-1971 Tactical jet fighter pilot flying the McDonnell Douglas F-4 Phantom in Viet Nam. Also assigned as the OIC of the Squadron's ordinance and flight line division. Reduced ground turnaround time for combat aircraft by 66 percent. Flew 200 combat air missions and was awarded 14 Air Medals with Combat "V". Served as Air Liaison Officer to the Korean Marines in Hoi An, Viet Nam for 104 days in support of combat operations.

1967-1969 Graduated from the Naval Air Training Command with one of the highest cumulative flight grades ever recorded.

PERSONAL

Married to the former Pat Massey, a Pensacola native, since 1974. Member of Saint Christopher's Episcopal Church, Pensacola.

GLORIA G. HORNING, Ph.D.
33 W. Moreno Apt A
Pensacola, FL 32501
850.933.8555
gloriahorning@gmail.com

Education

Ph.D. - Florida State University: Dissertation Subject: Information Needs and Uses of Environmental Awareness Groups, A Case Study within the Social Network Theory.
The case compared key factors in community mobilization and campaign endurance. Special attention was paid to the process of issue construction, the formation of collective identity, and the role of framing in mobilizing specific constituencies (2005).

MS: Mass Communications - 5/93, San Jose State University.

Thesis: *Communication Tactics of Two AIDS Awareness Organizations.*

BA: Mass Communications - 12/91, California State University, Hayward.

AA: Broadcast Journalism/Engineering - 12/81, Northeast Louisiana University.

AA: Photo Journalism - 5/81, Northeast Louisiana University.

FEMA & Florida Division of Emergency (DOE) Disaster Certified Training 2010-2012

DOE Management of Spontaneous Volunteers in Donations (G489).

FEMA National Response Framework (IS800).

FEMA National Incident Management (NIMS) Systems (IS700a).

FEMA NIMS Multiagency Coordination System (MACS)(IS701.a).

FEMA NIMS Public Information Systems (IS702a).

FEMA NIMS Communications and Information Management (IS704).

FEMA Advanced Incident Command Systems (ICS) (IS400).

DOE Community Emergency Response Team Trainer (CERT) (E428).

DOE Community Emergency Response Team Training (ICS317).

FEMA Intermediate ICS for Expanding Incidents (FEMA300).

FEMA ICS for Single Resources and Initial Action Incident (ICS200).

FEMA Introduction to the Incident Command System (ICS100).

Community Activities in the Pensacola and the Gulf Coast Region

- **AmeriCorps appointments-September 2010 to June 2012: BRACE (Be Ready Alliance Coordinating for Emergencies) Public Information Officer & CERT Trainer.**
 - Pathways for Change/Department of Children and Family Services - Education & Community Outreach Coordinator (Level Two Security Clearance).
 - Pensacola Habitat for Humanity – Community Outreach Director.
- FEMA Trainer & Educator: Community Emergency Response Team (CERT) (2010-present).
- Board Member: Citizens Against Toxic Exposures (CATE) (2011-present).
- Appointed Member: City of Pensacola Human Relations Commission (2011-2013).
- Consultant: AC Marketing & Multi-Cultural Media Outreach, Pensacola, FL (2010-present).
- Producer: Forgotten Coast Video Productions, Apalachicola, FL (2009-present).
- Presidents Volunteer Service Award - 2011 & 2012.

Pensacola Florida - Program Grants and Presentation:

Speaker: Gulf Coast Restoration Summit – New Orleans, August, 2012

Attendee: Gulf Coast Restoration Summit, Destin, Florida, July, 2012

State Farm Insurance Youth Advisor Board: \$47,000.00. The YAB grant contributed to the establishment of *TEEN CORPS in ACTION* to help Escambia County to establish a culture of preparedness (2011).

Volunteer Florida, BEST (Build, Engage, Sustain & Transform) Neighborhood Grant: \$25,000. The award allowed 5 non-profit organizations to partner to engage in non-traditional and experienced volunteers to server together to help transform low-income communities (2011).

Presenter: Florida Department of Health (2012). CERT Training within the Medical Reserve Corps (MRC).

Presenter: 2012 Regional Justice Leadership Summit "*Connecting the Region for Justice*: Mobile AL. Spoke on various communication issues facing regional environmental issues and goals.

Presenter and Organizer for *Preparing Pensacola*: Seven workshops held in minority churches on how minorities can prepare themselves for disaster and why minorities are the least prepared for disasters. 2010-2011. The workshops resulted in 371 minority trained CERT Members, 43 TEEN CERT members and partnerships with 60 minority churches.

Producer, Videographer, Editor and Writer - *Southern Voices for Change: An Environmental Justice Story*. A five-part series on community activism in the South with regarding environmental justice issues. The production includes Dr. Robert Bullard, Lois Gibbs and the openings are by Erin Brockovich. Under production.

Professional Experience

- Consultant: SMART Homes Alabama (2012).
- Consultant: Robert Robino Productions: *The History of Belmont-Devillers*, Pensacola, FL
- Communications Consultant: LA Department of Environmental Quality. Shreveport, LA 2007-2008
- Director of Sports Media Production, *BattleWings* Arena Football. 2006
- Production Supervisor and Field Producer: *Small Towns in America*. Pilot for PBS and FLAUSA. A 30-minute tourism video promoting small towns in Florida.
- Senior News Producer: KVBC-TV 3, Las Vegas, NV, 12/89-5/91.
- Producer/Director of News: KTVN-TV 2, Reno, NV, 7/88-12/89.
- Producer, Director/Technical Director for the "*UNR Football Show*" (live) and "*Face the State*" a public service half-hour weekly program.
- Producer/Director: Administration for Children & Families. *Domestic Violence in the African-American Community*. May 1995.
- Executive Producer/Founder: *Third World, One Woman Productions*, Alameda, CA, 1991 to 1995. A non-profit organization for the advancement of independent documentaries - including *AIDS: 12 Years*, *Two Voices*: 30-minute documentary on the communication tactics of two AIDS awareness groups and *Living with AIDS: The Faces*.
- Senior Producer: Moxie Productions - San Francisco, CA, 1992-1993. *Out for Laughs* – A GLBT Production.

Experience in Education

Associate Professor/Director, Department of Communications, Electronic Media Journalism, Louisiana State University, Shreveport, LA 2005-2008.

Assistant Professor, School of Communication, Northern Arizona University, Flagstaff, 2002-2005.

Visiting Associate Professor, College of Communication, Florida State University, 2000-2002.

Assistant Professor, School of Journalism, Media and Graphic Arts, Florida A&M University, Tallahassee, FL 1993-2000.

Instructor, Multi-Media Program, University of California Extension, Santa Cruz, 1993.

Instructor, Institute of Computer Technology; Sunnyvale, CA - August 1992-July 1993.

California State University, Hayward. *Instructor, Teaching Assistant & Technician for television production, studio operations, editing, ENG and studio camera usage and technique.*

Teacher, Multi Media Start-up Program for the Public School District Sunnyvale, CA. August 1992-July 1993.

Higher Education Presentations, Publications, Grants & Fellowships

Invited speaker. Society of Professional Journalists. Topic: Convergence in the newsroom and in the classroom. Memphis, TN. April 2006.

Co-Author: Media Convergence: In the newsroom and in the classroom. Published in "Southwestern Mass Communication Journal," Fall 2006.

Presenter: *Information Exchange and The Environmental Justice: The International Journal of an Emerging Tran-discipline; Journal of Information Technology Education.* June, 2005. Flagstaff, AZ. International Peer Review. www.informingscience.org/proceedings/InSITE2005/P08f102Horn.pdf

Presentation: Broadcast Educators Association (April 2005), Airchecks: *Who is Doing What, Where and How in Student Newscasts?* Las Vegas, NV.

Paper/Presentation: Western Social Science Association (April 2004). "Facing Newsroom Convergence: The Killing Fields" (Peer Review). Region 12, WSSSA Conference.

Presentation: Broadcast Educators Association (April 2004). "*Top Teaching Tips for Broadcast*" and "*Broadcast News Performance Tools Workshop*". Las Vegas, NV.

My nau.edu". Video production for previews and for the NAU Homepage. Spring, 2004.

Director/Instructor: Arizona Media Workshop for the Arizona Interscholastic Press Association: Flagstaff, AZ, 2003.

Presentation: Convergence and the New World News Center @ Northern AZ University, 2003.

The Wakonse Teaching Retreat: Fellow. Faculty Development Program @ Northern Arizona University. Spring 2003.

Red Rock Great Teaching Retreat: Fellow Faculty Development Program. Northern Arizona University. Fall 2002 & Spring 2003.

Director: Korean Press Foundation. *Elections Coverage in the United States.*

<http://comm.fsu.edu/Alumni/documents/2001Winter.pdf>

Co-Principal Investigator: Florida Environmental Justice Awareness Project: U.S. Environmental Protection Agency. Total funding: \$271,272. 1998-2000. HSLs: Public Health/International Health

Presenter/Participant: Clean Water Network Workshop. Presentation on the history of the pollution of the Fenholloway River in Perry, Florida. Tallahassee, Fla., Oct. 2000.

http://www.sptimes.com/2007/09/09/Opinion/The_world_s_a_dirty_p.shtml

Principle Investigator and Director, *AIDS Awareness and Family Planning in West and Central Africa*. United States Agency for International Development/Johns Hopkins University: Five-year project totaling \$500,000.00. 1995-2000.

Presenter/Participant: Center for Environmental Equity and Justice, 2nd Annual Conference. Presentation pertaining to information needs and uses of small grassroots environmental justice organizations. August 2000. concernedjournalists.org/membership/directory

Consultant: University of West Florida. Critique of Broadcast sequence for equipment and personnel needs in order for the university to regain AEJMC accreditation. August 2000.

Mail from Jail: A Glimpse into a Mothers Nightmare, Editor. Tallahassee, FL: Tillman Sims Communications. Editor, wrote forward, and producer of the book on audio tape. 2000.

Co-Producer, Director, Videographer, Editor & Presenter: *Women in Communications: It's Not Just Black or White: Ethics in the Media*. September, 1999.

Presenter: Florida Community College Association: *Writing and producing for broadcast news*. Tampa, Fla. Oct. 1999.

Moderator: Society of Professional Journalists: Region 3 Conference. Panama City, Fla., 1997.

Videographer for Friends of the Earth: *Wreaking Havoc: The True Cost of Using Methyl Bromide on Florida's Tomatoes*. August, 1998.

Contributing Author: Encyclopedia of Television News. 1998.

Contributing Author: Historical Dictionary of American Radio. 1998.

Producer/Director *Using Integrated Pest Control Management in Schools*. Tri-State Legal Environment Assistant Foundation. 1997.

Panelist: Resurrecting Student Newspapers: Partners for Excellence, Association for Education in Journalism and Mass Communication, August, 1996.

Respondent/Judge: Broadcast Education Association: Law & Policy Division. 1996.

Florida Community College Association: *Writing Broadcast Style and How to Produce a Winning Resume Tape*. 1996.

Presenter: High School Journalism Workshops for Minorities: *The different employment possibilities and roles in the world of broadcasting*. 1996.

Producer/Director: Florida Department of Labor and Employment Security, *Disabilities in Cinema*. 1996.

Facilitator Director: *Working with the Media: A Practical Guide for Healthcare Providers*. Abidjan, Cote d'Ivoire, August 1996.

Videographer/Editor: Two 30-second PSAs for the City of Tallahassee promoting diversity. July, 1996.

Presenter: Distance Learning Task Force (FSU & FAMU): The Pros and Cons of Distance Learning Programs, 1995.

Presenter/Instructor: Media Development in Georgia, Russia. Tallahassee, FL 1995.

Producer/Director: Administration for Children & Families. Producer and Director for a 30-minute program on *Domestic Violence in the African-American Community*. Minneapolis. May, 1995.

Global Media Monitoring Project. Contributor/Monitor: United Nations Fourth World Conference on Women, Beijing, September 1995.

Author: *College Media Review*: "Radio in the Community" Spring 1995.

ENG & The News: Prepublication: edit/review/critique of manuscript. Text publication, 1995.

Contributor/Monitor: Global Media Monitoring Project. Publication: United Nations Fourth World Conference on Women, Beijing, September, 1995.

Author: *Feedback*: "Finding Alternatives to Radio" Winter, 1995.

Peer Review Author: Journal of Film, Radio and Television: *of Archie Bunker's America*. Spring 1995.

Consultant and Production Supervisor. The Gray Panthers: Development of a national public relation strategy. 1995-1999.

Media Advisor/Executive Producer. Planned Parenthood: Five thirty-second radio PSAs. 1995-1999.

Presenter/Fellowship: International Radio & Television Seminar: Case study for regional multi-media access. New York City, 1995.

Panelist: College Media Advisor Council (BEA): Presentation on the role of a college media adviser. 1994.

Fellowship: C-SPAN in the Classroom: Washington, D.C., 1994.

Judge: Tallahassee Human Relations Council: Youth Human Relations Video Competition. 1994.

Adviser & Instructor, *Partners for Excellence*, Rickards High School: Tallahassee, FL 1993-2000.

Media Consultant/Executive Producer: *Mothers in Crisis*: Awareness Campaign: one four-minute video production and three 60-seconds radio PSAs. 1994-2000.

Media Consultant/Volunteer: Big Bend CARES AIDS Hospice. 1994-2000

Participant: American Cancer Society: Sisters for Survival Symposium. 1996.

Volunteer: National Public Radio: Annual fundraiser, 1994, 1995, 1999, 2000, 2002.

Professional, University and Community Awards

Producer: CINE Award, Second Cut, "*Living With AIDS, the Faces*", 1991.

Producer: Emmy & AP Award, *Best Overall Newscast*, KVBC: 1990.

Producer: AP Award, Best Special Events Program, KVBC: "*Runnin' Rebels*", CA/NV 1990.

Producer/Director: AP Award, Best Overall Newscast, KLFY, 1988, 87, 86, 85.

Director: AP Award, Best Special Live Program, "*Food for Hurricane Victims*".

Producer/Director: AP Award, *Outstanding Television Station of the Year*, 110 Market, KLFY 1988.

Producer: AP Awards Special Live Event Program: "*The Papal Visit to New Orleans*", Tri-city satellite coverage. KLFY 1987.

Best Photograph/Videographer. Friends of the Earth: "*Wrecking Havoc: The True Cost of Using Methyl Bromide on Florida's Tomatoes*". August, 1998.

City of Tallahassee Award: Outstanding Contribution to the City of Tallahassee. 1999.

Outstanding University Service Award. Florida A&M University. 1999.

Volunteer of the Year, LEAF (Legal Environmental Assistance Foundation). 1999.

Teacher Incentive Program Award, Florida A&M University. 1996.

Delta Sigma Theta @ Florida A&M University: *Golden Anniversary Honoree* for public service for the Tallahassee Community. 1996.

Teacher of the Year, Florida A&M University 1994-1995.

Superior Accomplishment Award for Outstanding Community Service. Florida A&M 1994-1995.

Outstanding Alumni: San Jose State University, Winter, 1995.

International Who's Who, 1995

Leadership Award for Community/Teaching Service: American Biographical Institute. 1995.

Who's Who, 1995.

Professional Memberships

Society of Environmental Journalists. 1998-present.

The Radio & Television News Director Association. 1995-present.

Association for Education in Journalism and Mass Communication. 1994-present.

College Media Advisors. 1994-2009.

Broadcast Education Association. 1994-2009.

American Library Association. 1998-2009.

Sigma Delta Chi, Society of Professional Journalists. Lifetime Member.

Florida Education Association. 1996-2002.

International Radio & Television Society. 1994-2000.

Louisiana Federation of Press Women, Board of Directors. 1984-1986.

Tonya Gant

From: Becky L. Azelton
Sent: Monday, January 14, 2013 1:55 PM
To: LARRY M. NEWSOM; Grover C. Robinson
Subject: FW: RESTORE Committee
Attachments: CV G Horning.docx; ATT00001.htm

Larry. Please disregard my previous email on this subject. Thank you

From: Grover C. Robinson
Sent: Monday, January 14, 2013 1:07 PM
To: Becky L. Azelton
Subject: FW: RESTORE Committee

From: Grover C. Robinson
Sent: Monday, January 14, 2013 1:07:10 PM
To: District4
Subject: Fwd: RESTORE Committee
Auto forwarded by a Rule

Mistake delete

Sent from my iPhone

Begin forwarded message:

From: "Gloria G. Horning, Ph.D." <gloriahorning@gmail.com>
Date: January 14, 2013 12:32:48 PM CST
To: District4 <District4@co.escambia.fl.us>
Cc: Francine D ishmael <fishmael@cate.gccoxmail.com>, "KEITH T. WILKINS" <KTWILKIN@co.escambia.fl.us>
Subject: RESTORE Committee

Commissioner Robinson,

Below is the nomination letter that the Executive Director for CATE wrote to nominate me to the RESTORE Community. I believe this opportunity is an excellent match of my skills and my desire to contribute to our communities both environmentally and economically.

I hope you will support my nomination.

Sincerely,

Gloria G. Horning

Mr. Wilkin,

The Board of Directors with the organization Citizens Against Toxic Exposure (CATE) are excited to nominate Gloria G. Horning, Ph.D. for the *Environmental Representative to the RESTORE Act Advisory Committee*. Dr. Horning serves as a CATE board member and is our

eyes and ears to the regional meetings concerning the BP Oil Disaster. Below is a brief history of her work in our community.

Dr. Horning has been working and volunteering in educational and nonprofit organizations regarding various social justice issues facing communities including environmental and disasters education to her work as an AmeriCorps member serving in the poorest and most disenfranchised communities in Escambia County.

She brings firsthand experience in environmental issues including neighborhood and regional resilience and mobilization in the face of disaster. She has witnessed the differential impact of environmental disasters on the disenfranchised, especially the impacts of Hurricane Katrina and the BP Oil Disaster. In the wake of the BP oil spill, Horning became an AmeriCorps member serving as the Public Information Officer and Emergency Response Team Trainer with the organization BRACE (Be Ready Alliance Coordinating for Emergencies). Utilizing a study produced by her former colleagues at Florida A&M University that clearly demonstrated the economic impact of disasters on minorities, she was able to persuade African-American church leaders to allow her to approach their congregations about the importance of being ready for any disaster – man made or natural. During her one-year appointment with BRACE, she ran disaster preparedness training seminars on a host of topics from home hardening, financial planning, and volunteer emergency response team certification training in over 20 African-American churches resulting in nearly 400 new CERT members.

In this endeavor, Dr. Horning developed a partnership with the School of Psychological and Behavioral Sciences (SPBS) at the University of West Florida (UWF) to involve both undergraduate and graduate students in service learning opportunities. The research conducted with UWF graduate students served as a basis for successful grant applications to the State Farm Youth Preparedness Grant (\$47,000) and Volunteer Florida, BEST (Build, Engage, Sustain & Transform) Neighborhood Grant: (\$25,000).

This is just one example of her ability to reach targeted audiences and generating results.

Her Ph.D. is in Information Studies (FSU) with a focus on Social Networks and Environmental Communications. For your review I have attached a CV. She is passionate, dedicated and a leader in our organization and the community. We believe her unique qualifications and her goals of working towards making our Gulf Communities healthy again both economically and environmentally are perfect matches for the RETSORE Committee.

Francine Ishmael,
Executive Director, CATE

--

Gloria G. Horning, Ph.D.
850.933.8555

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MICHELLE AVIGNONE INERE

5609 PONTE VERDE ROAD ♦ PENSACOLA, FLORIDA 32507
PHONE: 850.293.9957 ♦ E-MAIL: MICHELLEINERE@YAHOO.COM

PROFESSIONAL EXPERIENCE

STATE OF FLORIDA, FIRST JUDICIAL CIRCUIT November 2010--Present

General Magistrate

- Handle family law matters, including both temporary and final hearings
- Handle contested paternity matters
- Handle small claims pre-trial dockets as well as conducting small claims trials
- Conduct hearings as required under both the Baker and Marchman Acts

STATE OF FLORIDA, GUARDIAN AD LITEM PROGRAM July 2006—November 2010

Senior Program Attorney

- Manage full caseload (175-200 cases)
- Handle cases involving abuse, abandonment, or neglect of minor children
- Research and draft various legal memoranda
- Draft and review all legal correspondence

MICHELLE A. INERE, P.A.

July 2001—July 2006

Attorney / Family Law and Circuit Civil Mediator

- Private practice focused largely on family law and dependency cases involving abuse, abandonment, or neglect of minor children
- Practiced appellate law on an as needed basis
- Researched and drafted legal memoranda
- Drafted and reviewed legal correspondence
- Certified as family law mediator in 2002
- Certified as circuit civil mediator in 2004
- Mediated family and civil cases including foreclosures, neighborhood disputes, consumer fraud, small claims, misdemeanor and felony cases

NORTHWEST FLORIDA LEGAL SERVICES

May 1998—July 2001

Staff Attorney

- Represented indigent parties in dissolution of marriage and custody cases
- Obtained domestic violence injunctions for victims of domestic violence pursuant to grants under the Violence Against Women Act
- Represented indigent parents in cases involving abuse, abandonment, or neglect of children
- Practiced appellate law on an as needed basis
- Practiced consumer rights and advocacy law
- Provided Legal Hotline assistance
- Assisted in Community Outreach Program
- Researched and drafted legal memoranda
- Drafted and reviewed legal correspondence

PROFESSIONAL EXPERIENCE (CONTINUED)

FLORIDA DEPARTMENT OF CHILDREN & FAMILIES

August 1996—May 1998

Assistant District Legal Counsel

- Managed full Assistant District Counsel caseload
- Handled cases involving abuse, abandonment, or neglect of minor children
- Practiced appellate law on an as needed basis
- Researched and drafted various legal memoranda
- Drafted and reviewed all legal correspondence

EDUCATION

UNIVERSITY OF SOUTH CAROLINA, SCHOOL OF LAW, Columbia, South Carolina

Juris Doctor Degree, Spring 1995

UNIVERSITY OF WEST FLORIDA, Pensacola, Florida

Bachelor's Degree in Legal Administration, Spring 1992

UNITED STATES SPORTS ACADEMY, Daphne, Alabama

Master's Degree in Sports Science, Spring 1989

UNIVERSITY OF WEST FLORIDA, Pensacola, Florida

Bachelor's Degree in Political Science, Spring 1984

BAR MEMBERSHIP

THE FLORIDA BAR

Member Since 1995

Florida Bar Member No: 0071358.

REFERENCES

AVAILABLE UPON REQUEST



MICHELLE A. INERE

GENERAL MAGISTRATE, FIRST JUDICIAL CIRCUIT
ATTORNEY / FORMER MEDIATOR

Background

I was raised in Columbia, South Carolina where I graduated from high school. I went to college on academic and athletic scholarships, and played college basketball. I won a Division II national championship at what is now known as Francis Marion University, and while playing for the University of West Florida, was a member of the first integrated women's basketball team to tour the Republic of South Africa during apartheid. In 1984, I graduated from the University of West Florida with a Bachelor's degree in political science, and went on to earn a Master's degree in sports science at the United States Sports Academy in Daphne, Alabama. I was a Women's College Basketball Coach for seven years, which included two years as head coach at Judson College in Marion, Alabama, where I also taught all the classroom physical education and health classes. I went back to school and earned my second Bachelor's degree in Legal Administration, and decided to go to law school. I graduated from the University of South Carolina School of Law in 1995.

Legal Career

My first job was with the Department of Children and Families bringing dependency cases for the State of Florida. I handled a caseload of over five hundred cases, initially. Due to a hiring freeze I covered two court divisions for approximately six months, which added another 200-300 cases to my workload. Also, at the time, I was assisting with expunctions from abuse reports that occurred in facilities under the purview of the Department.

I left there after two years to work for Northwest Florida Legal Services where I represented indigent clients in a variety of civil matters, mostly focusing on family law issues including dissolution of marriage, child custody, representation of parents in dependency cases and some consumer matters. I also worked under a grant through the Violence Against Women Act representing victims of domestic violence at injunction hearings. I worked closely with our local women's shelter, as well as a substance abuse treatment program for women. I was responsible for the Santa Rosa County office of Northwest Florida Legal Services, and handled all of the firm's civil cases in that county.

In 2001, I started a small practice which I operated out of my home. My practice involved work as a court appointed attorney in dependency cases, as well as family law and domestic violence cases. Because of my work with indigent clients, I had many referrals from local attorneys for low cost legal work which I was fortunate to be able to handle due to having low overhead.

In 2003, I became certified as a circuit civil and family law mediator, and mediated with a local firm, Mediations Plus. I also mediated misdemeanor cases under a grant that was written by Mediations Plus, the Office of the State Attorney and the Escambia County Sheriff's Office.

I began doing contract work for the Guardian ad Litem Program as an attorney ad litem representing children as their attorney in dependency cases. I represented children from infants to teenagers, and had the responsibility of explaining the court process to the ones who were older than toddlers, and ascertaining their desires. The Guardian ad Litem Program hired me full time in 2006 to represent the best interests of children in dependency cases, which included many children in the delinquency system. During my tenure at the Guardian ad Litem, I was also a member of the Escambia County Death Review Team, which reviewed all child deaths in the county.

In November of 2010 I was appointed by Chief Judge Terry Terrell as a General Magistrate in the First Judicial Circuit, currently seated in Santa Rosa County. I handle all stages of family law cases, contested paternity issues, small claims pre-trial conferences and trials, and hearings under both the Baker and Marchman Acts.

Personal

My husband is retired from the Navy after 21 years of service, and works for the Department of Veterans Administration/Vet Center doing outreach and counseling to combat veterans. My husband and I have no children, but make up for it with a house full of rescue animals including seven cats and a dog.

January 15, 2013

Larry Newsom
Assistant County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Dear Mr. Newsom,

Please accept my resume for consideration in the appointment process for Citizen At-Large Representatives to the Escambia County RESTORE Advisory Committee. Although I currently sit as a General Magistrate in the First Judicial Circuit assigned to Santa Rosa County, I have been a resident of Escambia County, with the exception of two years, since 1982. I am a resident of District Two and reside in Grande Lagoon subdivision.

Many of the skills required in the performance of my duties as a magistrate and formerly as an attorney, would be beneficial to the performance of the duties of a committee member, including the ability to read, absorb and interpret large amounts of information, as well as to evaluate presentation and advocacy, and to deliver thorough and concise evaluations. I anticipate considerable time demands of the position and am capable and prepared to devote myself to them. I welcome the opportunity to meet with you and discuss the opportunity at your convenience. Please feel free to contact me at 850-293-9957.

Sincerely,

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

Michelle A. Inere

Michael Johnson

3208 Bayou Ln, Pensacola, FL 32503

850-712-8471

- Objective** Use my 39 years of experience in the insurance and financial services industry and my extensive experience in community involvement to serve on the Restore Act Advisory Committee
- Experience** **Agent/Owner**
State Farm Insurance, 3127 E Langley, Pensacola, FL 32504
(850)478-7748
February 1981 –Present

Develop and service loyal customer base which now exceeds 3000 households
Legion of Honor – Silver Scroll 2003,2005,2010,2011
Presidents Club – 1991
Ambassador Travel – 20 year qualifier
- Community Involvement** **Secretary**
WSRE Foundation, Inc., Pensacola, FL 32504
September 2012 – Present

Board Chairman from 2010-2011
Board member since 2005

Advisory Board Member
Northwest Florida Blood Services (One Blood), Pensacola, FL
2012 – Present

Board Member
University of West Florida College of Business Advisory Council, Pensacola, FL
2012 – Present

Board Member
Pensacola Chamber of Commerce, Center for Innovation & Entrepreneurship,
Pensacola, FL
2010 - Present

Board Member
Sacred Heart Health Foundation, Pensacola, FL
2011 – Present
- Community Support** Pensacola Opera
Pensacola Symphony Orchestra
Autism Pensacola
Gulf Coast Kids House
Cordova Rotary
University of West Florida
Sacred Heart Hospital
- References** References are available on request.

Gregory Jones
14500 River Rd. Suite #501
Pensacola, FL 32507
(850) 777-9652

Employment

**WCI Communities, Inc.
Bonita Springs, FL**

March 2001 - Present

WCI Northwest Region Senior Project Manager & General Manager of Amenities

Oversee all aspects of regional real estate and membership sales encompassing over 1900 residential units, 250 Hotel units, 400 golf memberships, 200 marina slips, and all community association memberships

Coordinate all marketing activities for the region to develop community marketing plan inclusive of budgets, development of collateral, targeting key sales demographics, event schedules, and long range planning

Lead role in the conceptual design, design development, construction management, project management, and budget administration of all residential components within the community

Lead role in the conceptual design, design development, construction management, project management, and budget administration to ensure timely delivery of several community amenities:

- 18 Hole Arnold Palmer Championship Golf Course and Clubhouse
- Tennis Courts and Beach Shuttle Services
- Proposed future amenities: Fitness, swimming, beachside services, etc...
- Marina Club comprised of 200 wet and dry boat slips, community social center, fitness, swimming and ship store
- Community Welcome Center

Responsible for all forecasts, budgets, and absorption for regional Sales, Marketing and Amenities efforts

Develop of all amenity operations revenue & expense models providing key operating performance indicators inclusive of membership programs for all regional amenity projects

Assemble management teams, succession plan, and training programs for all business units

Assist in development of community HOA budgets, dues schedules and developer exit strategy

Work with local and federal regulatory agencies to acquire permitting for regional projects

Serve on Regional Due Diligence Committee relating to future acquisitions

WCI Northwest Region Project Manager of Amenity Operations

Lead role in the conceptual design, design development, construction management and budget administration to ensure timely delivery of several community amenities:

- 18 Hole Arnold Palmer Championship Golf Course and Clubhouse
- Community Town Center: tennis, swimming, cinema, internet café, spa and fitness center
- Beach Club: dining facility and beachside resort services
- Marina Club comprised of 200 wet and dry boat slips, community social center, fitness, swimming and ship store
- State of the art Sales Building

Forecast and manage project cash flow

Develop revenue & expense models providing key operating performance indicators

Create club membership programs and marketing strategies

Work directly with corporate marketing team to develop community marketing plan

Assemble management teams and succession plan

Assist in Creation of community HOA budgets, dues schedules and developer exit strategy

Work with local and federal regulatory agencies to acquire permitting for regional projects

Serve on Regional Due Diligence Committee relating to future acquisitions

WCI - General Manager - Lost Key Golf Club

Implemented company mission, vision and values to pre-existing establishment

Dramatically increased net financial performance by implementing a business plan focused on team building and prime cost control

Established capital equipment purchase budget for golf operations

Development of management staff and succession plan for facility

WCI - General Manager - Tarpon Cove Yacht & Racquet Club

Awarded Club Operations of the Year 2002 & 2003

Accelerated net profit over 400% in 9 months

Oversee daily operations of Food and Beverage, Tennis and Marina

Development of operating club activities, budgets, forecasts, and managed cost of goods sold

Miramar Beach & Tennis Club
Naples, FL
October 1999 - March 2001

Assistant General Manager

Maintain exceptional rapport with private club members to ensure maximum member satisfaction

Development and analysis of business plans pertaining to sales goals, labor costs and cost of sales

Managed all aspects of casual and fine dining restaurants, operations, beachside services and member events

Instituted internal control procedures and authored policy guidelines

Created staff training program focusing on customer service

Heffrons
Hauppauge, NY
May 1992 - August 1999

General Manager

Responsible for all aspects of daily operation of premier New York Night Club

Bookkeeping, payroll, staffing and purchasing

Created innovative promotions to remain competitive in fast paced, dynamic industry

Actively participated in planning and budgeting for two major club expansions

Interacted with town officials to maintain positive public relations within the community

Education

State University of New York at Stonybrook
Bachelor of Science in Biology and Psychology

Current Board Positions

Board Member – Escambia County Tourism Development Council
Board member – Perdido Key West End Advisory Committee
President – Lost Key Golf & Beach Club Master Association
President – Lost Key Marina & Yacht Club Master Association
President – Lost key Marina & Yacht Club Dry Storage Association
President – La Serena Master Association

Barbara Mayall

3011 Windermere Drive, Pensacola, Florida 32503
Home: 850-433-7025 - Cell: 850-982-4133 : bhealthy10@gmail.com

Summary

Dedicated citizen who interacts effectively with city officials and citizens alike. Highly-motivated community service professional skilled at networking, media outreach and relationship development. Flexible and versatile team player who maintains a sense of humor under pressure. Results-driven community service professional with over 7 years in the public sector. Highly personable, with extraordinary attention to detail and talent for gaining trust.

I am currently serving on the Bicycle Pedestrian Advisory Committee (BPAC), Citizens Advisory Committee for the Traffic Planning Organization (CAC for the TPO), and the Community Advocacy Network (CAN) for the Disability Resource Center.

I have previously served on the first Mass Transit Advisory Committee (MTAC) that made the recommendation to continue with a permanent MTAC. I served on the Charter Review Commission in an Alternate position recommended by the City Council of Pensacola .

I am currently a member of the Escambia County Federation Womens Club (ECFWC), Women for Responsible Legislation (WRL), and participating in Women in Government (Diane Mack).

Previous club membership include League of Women Voters (LWV), West Florida High School QB Club (WFHS QBC), Fundraising, PTA, at West Florida High School, East Hill Christian School, Bellview Middle School, and Osceola Elementary School, with involvement at Pensacola Christian Academy. I am also a member of Concerned Women of America (CWA).

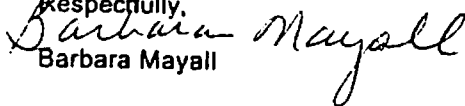
I am very involved with activities at the First Pentecostal Church 6500 N. "W" St. Pensacola, Florida 32505.

I have given my time and support to numerous campaigns (successfully, I might add) and continue to be involved by being a servant for the community representing passionately some who can't always be at the BCC Committee Meetings or City of Pensacola City Council Meetings.

If selected, I promise to put forth 110%. I promise to have integrity, morals, and make responsible decisions on all issues brought forth.

I also have letters of recommendation's upon request.

Thank you in advance for considering me for this important position.

Respectfully,

Barbara Mayall

Education

Pensacola Junior College 1978

Pensacola , Florida, USA

Nutrition

Associate of Arts

Minor in Accounting.

FIRST *Pentecostal* CHURCH
PENTECOSTALS OF PENSACOLA

January 17, 2013

To Whom It May Concern:

Please accept my friend and parishioner Barbara Mayall and allow her the privilege to serve on the RESTORE ACT Committee as a "citizen-at-large". She is committed to the purpose of helping others overcome and lead a transformed life. She desires to accomplish what the Jews call, "Tikkum Olam," which means, "Repair the world."

I have had the privilege of witnessing the development of her walk with God. During this time, she has shown an outstanding desire to fulfill the will of Jesus Christ and has a tremendous interest in Pensacola and the people of our great city.

Because I have witnessed the sincerity of her commitment to the Lord, I commend to you my fellow laborer in the gospel, Barbara Mayall. Please grant her every consideration and courtesy, possible. Thank you!

Sincerely,


Pastor Brian Kinsey

BK/eh

January 29, 2013

Susan D. Morgan
2486 Tronjo Terrace
Pensacola, FL 32503
850-444-9825

Dear Mr. Newsom,

It is an honor to recommend Ms. Barbara Mayall for the Citizen at Large position on the Restore Act Committee. As you know, Barbara has been very active in our community (both city and county) for a variety of issues. She was willing to take the bus to all the meetings – dedication! Further, my observation is that she is not biased and very objective when getting involved. This is why I'm recommending her.

I believe Barbara will work hard, do the research that is necessary, be objective, and not be partial to someone because of friendship or past relationships. You have observed her; I hope you believe in her as I do.

Respectfully,



Susan D. Morgan

Cc: Commissioner Grover Robinson



John L. Peacock Jr, CFP®, AAMS®, CRPC®
Financial Advisor

2930 A Langley Ave
Pensacola, FL 32504
850-969-7985

We serve individual investors and business owners. Our nearly 7 million clients have the benefit of working with a firm that is focused on the needs of individuals. Our focus is on helping you reach your long-term financial goals. Whether it's the investments we offer, the services we provide, the offices where we work or the tools we use, all were developed with you in mind.

I bring more than 16 years of experience in financial services to my work with clients. Since 1996, I have served as a financial advisor for Edward Jones in Pensacola, FL. I have also worked as a consultant to the U.S. Department of Energy and served in the U.S. Navy Nuclear Program.

I offer personalized service that is tailored to your specific needs, whether you want to establish a regular flow of income, finance a child's college education, or save for retirement.

I have a liberal arts degree from Excelsior College in Albany, NY, have studied nuclear technology, and have earned the CFP®, CRPC®, and AAMS® professional designations.

In the community, I am president of the Panhandle Charitable Open Golf Tournament and a board member for the Council on Aging, Autism Pensacola, and Big Brothers Big Sisters. My past involvements include local advisory committees and service, non-profit, health, and arts organizations. In recognition of my service, I received the inaugural Edward Jones Trust Company Community Service Impact Award in 2012. I was also the recipient of the 2002 Pearl Nelson ARC Advocacy Award and was named the ARC Florida Volunteer of the Year in 2002.

Members of my branch team - Celeste Gilbreath, Tania Shirton, Kamie Foley, and Sherry Parrish - have more than 27 years of combined experience at Edward Jones.

In 2012, I qualified to attend Edward Jones' Managing Partner's Conference, an honor reserved for the firm's top 350 financial advisors. This was my fifth year as a qualifier. I have also been honored at the Drucker 100 Conference by Edward Jones for performance and client service excellence.

Looking for a consultative approach to your financial needs, personal attention, and prompt answers to financial questions? Please contact me.

It all starts with a discussion about what's important to you.



We typically find that most of our clients' concerns directly relate to what we refer to as the five primary needs.

Preparing for Retirement

How much you want to spend in retirement directly impacts how much you need to save today. We can help you estimate this and identify the types of accounts and investments that may be appropriate for you.

Living in Retirement

We'll work with you to help ensure you have a solid strategy in place to turn your investments, savings and other sources of income into a reliable monthly paycheck.

Paying for Education

You may decide to help pay for education expenses for your children, grandchildren or even yourself. We can recommend solutions, such as a 529 plan, custodial account or other options, to help pay for these costs.

Preparing for the Unexpected

No one can predict the future, but it's important to prepare for unexpected events, such as losing a job; disability, nursing or assisted care; or other emergencies. We can recommend solutions to help protect you, your family and your financial goals.

Planning Your Estate or Inheritance

Whether you want to gift during your lifetime or transfer money to beneficiaries and charities - or both - we can work with you and your tax and legal professionals to implement your estate plan. We can also help you decide how to invest a significant lump sum, such as an inheritance.

COURTNEY B PETERSON

268 Datura Street.
Pensacola, FL 32503

Cell- (850) 221-1810

Email- Courtney@cisco.com

PURPOSE To represent the City of Pensacola, Escambia County and young professionals of our area on the recently established Restore Act Committee.

PROFESSIONAL EXPERIENCE

Benefits Consultant

Combined Insurance Services, Inc. – Pensacola, FL **March 2007 - Present**

Consult with clients regarding their personal needs for health, life, disability income and Long-Term Care Insurance needs. Services and experience also extends into the group benefits market for businesses including group health, dental and vision benefits.

Key Achievements: Recognized BlueDiamond Agent – FloridaBlue

EDUCATION

University of West Florida, Pensacola, FL

B.S., Business Administration (2001)

-Degree focused in *Finance* with emphasis on financial reporting methodology and theory

COMMUNITY SERVICE

Zoning Board of Adjustment, City of Pensacola

Elected by City Council for term 2007-2010

-Vice-Chair, 2010

Leadership Pensacola, Class of 2007

Pensacola Young Professionals

Member, 2006 to Present

- Economic Development Team, Chair (2011 to Present)
- EDATE/New Jobs Now Campaign
- Political Forums
- Internship Pensacola Program

Seville Rotary, Current Member

Suburban West Rotary, Former Member

Member of the Year, 2008

Sergeant-at-Arms 2007-2008

Boat Show Co-Chair 2008

Pensacola Runners Association

- Past President, Vice-President, Treasurer, and Board Member

Pensacola Neighborhood Leadership Academy, Class of 2008

PROFESSIONAL REFERENCES

Todd Torgersen

President, Combined Insurance Services, Inc.

Phone: 433-9996 x101

Address: 2704 N. 12th Ave.

Pensacola, FL 32503

Chad Stacy

President, Pensacola Young Professionals

Phone: 434-5321

Address: 300 N Tarragona Street

Pensacola, FL 32501

VERNON LEE PRATHER*PO Box 608 • Cantonment, Florida 32533 • 850.232.9706(C) • 850.934.5100(W)***EMPLOYMENT****DIRECTOR OF PUBLIC SERVICES, *City of Gulf Breeze***

2006-Present

Provide Leadership and Management for City operations including Water, Sewer, Wastewater Treatment Plant, Natural Gas, Streets, and Storm Water. Duties include oversight of department personnel, equipment, and budgets.

GENERAL MANAGER, *South Santa Rosa Utility System, City of Gulf Breeze*

1996-2006

Manage utility operations including the wastewater treatment facility, water plant, lift stations, and reclaimed water irrigation systems. Duties include oversight of the \$5.1 million budget, supervision of over twenty personnel, and providing support for developers and customers of the utility. Also, coordinate engineers and contractors in the construction of new utility facilities.

LEAD OPERATOR, *South Santa Rosa Utility System City of Gulf Breeze*

1990-1996

Supervised the operation and maintenance of a 2.0 MGD treatment facility with tertiary treatment and effluent disposal via spray irrigation to a golf course. Duties included responsibility of 4 certified operators and sampling and maintenance of 13 golf course monitoring wells.

LEAD OPERATOR, *City of Gulf Breeze*

1986-1992

Supervised the operation and maintenance of 0.5 MGD contact stabilization treatment plant including supervision of two part-time employees.

WASTE WATER OPERATOR I & II, *Santa Rosa Island Authority*

1981-1986

Responsible for the operation and maintenance of 1.2 MGD wastewater treatment facility, 9 lift stations, 4.74 MG water reservoir.

LICENSES

Class "A" Certified Wastewater Treatment Plant Operator. Thirty years of specialized training in water and wastewater treatment including areas of operation, laboratory testing, supervision and collection systems. License # A-5780.

Class "B" Certified Water Treatment Plant Operator. License # B-6720.

Storm Water Management Inspector # 17568

Public Office

Santa Rosa Island Authority, Appointed Board Member 2004 – 2012, Chairman 2006

EDUCATION

Operations of Water Treatment Plants, Level B
Pensacola Junior College

1992
Pensacola, Florida

Operations of Water Treatment Plants, Level C

1989

Pensacola Junior College

Pensacola, Florida

Operations of Wastewater Treatment Plants, Volume I, II & III
California State University

1987
Sacramento, California

Certificate of Drafting
Pensacola Junior College

1984
Pensacola, Florida

Diploma
Tate High School

1978
Gonzalez, Florida

AWARDS

1991 Certificate of Recognition from the Florida Department of Environmental Regulation for demonstrating exceptional ability in the operation of a domestic wastewater treatment plant.

VOLUNTEER WORK

MOLINO UTILITIES BOARD OF DIRECTORS, President for the past 4 years.

2000-Present

Provide water service to 2200 customers in central Escambia County.

NORTH ESCAMBIA UTILITY AUTHORITY, INC. (SERVE AS PRESIDENT FOR BOTH)
NORTH ESCAMBIA UTILITY REGIONAL UTILITIES COOPERATIVE INC.

These organizations were formed to provide the Rural Water companies of Northern Escambia County a combined voice for issues as well as a means to disperse information and provide assistance to the membership. Central Water Works, Farm Hill Utilities, Gonzalez Utilities, Molino Utilities, and Walnut Hill Water Works are members.

FIRST BAPTIST CHURCH OF CANTONMENT

Served on various committees such as Personnel, Deacon Board, Long Range Planning

Gentlemen:

I would like to express my desire to serve as a member on the Restore Act Advisory Committee as established by the Board of County Commissioners.

My work experience includes a major focus on utilities and public infrastructure including water, wastewater and gas systems, along with streets and stormwater responsibilities.

I recently completed serving 8 years on the Santa Rosa Island Authority as Commissioner White's appointee, which helps provide valuable knowledge and insight concerning Pensacola Beach.

I have served the past 12 years on the Molino Utilities Board of Directors to provide water service to citizens located in central part of Escambia County. I have served as President for the past four years.

I am a life-long resident of Escambia County and I am committed to fulfilling the time demands in order to fulfill the duties of the Restore Act Advisory Committee in order to provide recommendations to the BCC.

If you would like to contact references, the following individuals can speak to my qualifications and experience.

Kevin White, Former County Commissioner District 5, (850) 380-5577

Edwin A. Eddy, City Manager, City Of Gulf Breeze, 934-5115

Fred Donovan, Principal, Baskerville-Donovan, 438-9661

Sincerely,



Vernon L. Prather
PO Box 608
Cantonment, FL 32533
850 934-5100 work
850 232-9706 cell

John F. Soule
435 Creary Street
Pensacola, Fl. 32507
850-380-2219
jfsoule@cox.net
1/07/2013

- Born in Pensacola, May 6th, 1953
- Graduated “Pensacola Academy of Arts and Sciences” 1971
- Graduated “University of Alabama” 1977 B.S.C.E.T
- Continued employment through college years with Soule Construction Company specializing in Highway bridge construction, related structures, pile-driving and marine structures.
- 1978 Founded Soule Marine Enterprises, Inc., A general construction company with heavy emphasis on pile-driving, specialty foundations and marine structures. Soule Marine proudly received the U.S. Corps of Engineers’ “**Small Contractor of the year; Continental United States**” in 1997 for its’ work rebuilding Fort Pickens Pier after hurricanes Erin & Opal. Operations ceased after Soule’s retirement in 2008 having completed in excess of 700 contracts.
- In 1995 negotiated parallel agreements with the City of Pensacola, and Escambia County to repair, maintain and operate the old “**Pensacola Bay Fishing Bridge**”. While this project was destroyed during Hurricane Ivan, Soule’s efforts and investment enabled Escambia County to qualify for and receive a FEMA grant in excess of **\$18,000,000**.
- Licenses include State of Florida Certified General Contractor CGC1515039 (inactive status); United States Coast Guard Master Mariner 50 ton, 4th issue.
- Married for 37 yrs. To Susan Wood Soule, formerly from Birmingham, Ala.
- Thirty year member of Christ Episcopal Church, Pensacola.

John F. Soule
435 Creary Street
Pensacola, Fl.32507
jfsoule@cox.net
850-380-2219

Jan 8, 2013

Board of County Commissioners
Escambia County, Florida

Gentlemen,

I would like to offer myself for consideration as a member of the BP Advisory Committee. I harbor no animus towards BP, nor am I engaged in any enterprise; therefore, I have nothing to gain but personal satisfaction from this effort at hand.

Having been married to the same woman for 37 years, and having raised three children to independent adulthood, I have heard plenty of emotional pleas, but have been proud of my ability to maintain my objectivity. This will be imperative in evaluating the causes and projects.

I have earned a bachelor's degree, and two professional licenses. During my 30 year career in business, I developed a broad perspective from the variety of my projects. With many of these pending projects being marine or estuarine related, I would bring a unique presence to the board. I have enjoyed retirement for almost five years and would welcome the purpose that this would bring to my abundance of time.

Thank you for your time and consideration. My condensed resume is attached.

Sincerely,

John F. Soule

William "Mike" Turner

1984 Crown Pointe Blvd., Pensacola, FL 32506

(850) 777-6481 turner.mike@hotmail.com

PROFILE

- * Results Driven Communications Specialist
- * Excellent Attention to Detail, Follow-up Skills

PERSONAL ACHIEVEMENTS

Program Design and Management

- * Social Media, Marketing Campaigns, Ad Design, Web and Publication Text
- * Special Event Management
- * Responsible for effectively negotiating and monitoring all vendor contracts
- * Design, Fundraise, Manage new community radio station
- * Child Safety Seat Education and Training Coordinator
- * Manage six resort beach concession locations throughout Florida

Communication

- * Create effective press releases, advertisements, brochures, newsletters, flyers, direct mail, web content
- * Present Website Utilization Reports to clients

EMPLOYMENT

October 2005-Current

Mike Turner Enterprises, LLC

I create newsletters, ad design, web content, press releases, manage Face Book pages, and coordinate media events. My client list includes Romjue Advertising, Birdwell Agency, Impact Campaigns, Coastal Lifestyle Magazine.

April 2004 – October 2005

Manager

30a Radio/Seaside Neighborhood School www.30aradio.com

Supervisor: Shirley Foster, Principal, (850) 231-0396

I created and managed a community-based, F.C.C. licensed radio station. This project included fundraising, Station build-out, hiring and training DJs, selling and producing sponsorship messages, and website maintenance.

March 1999-April 2004

Events and Marketing Coordinator

The Merchants of Seaside www.seasidefl.com

Supervisor: Stacey Reed, (850) 231-5424

I was directly responsible for public outreach, coordinating events including festivals, holiday festivities, seminars, and Board Meetings. I produced press releases, ad copy, programs, brochures, flyers, inter-office memos, agendas and correspondence. I arranged travel and lodging for our special guests, and tracked revenue and expenses. I was the primary contact for in-house departments, vendors, and government officials, ensuring all entities were informed about their duties and responsibilities. I am fully proficient with Microsoft Office Suite including Excel Spreadsheets and creating PowerPoint presentations.

April 1997-February 1999

Freelance writer/photographer

Self Employed

I was a stringer for the Walton Sun newspaper, and a freelance photographer traveling to regional sporting events to shoot and sell images of participants.

July 1995-March 1997

Business Office Assistant

Healthmark Regional Hospital

Supervisor: Kathy Mitchell (850) 951-4500

I was a billing representative for the hospital, meeting or exceeding all Accounts Receivable daily posting requirements.

July 1993-June 1995

Operations Management Consultant II

HRS Dixie County Public Health Dept.

Supervisor: Sable Bolling, (352) 498-1360

I was responsible for Medicaid, Medicare and Third Party billing. I also worked in the front office with duties that included scheduling, check-in/check-out, medical records management, ordering and stocking medical supplies and assisting in streamlining patient care delivery. I was also the Child Safety Seat Coordinator for a tri-county area. I was responsible for product procurement, public outreach, and educating and distributing more than 3,000 child car seats to eligible clientele.

March 1992-June 1993

Account Executive

Frazer, Hanson, Berner Advertising

Supervisor: Sid Frazer, (386) 676-0254

I was an account executive with duties that included creating press releases, newsletters, and advertising copy for various businesses.

July 1990-March 1992

Reporter

Ormond Beach Observer Newspaper

(No longer in publication)

I was a beat reporter covering city government and crime. I received a Third Place Award from the Florida Press Association for In-Depth News.

Sept. 1982-June 1990

Vice President of Operations

Recreational Facilities of America, Inc.

(No longer in business)

I was responsible for overseeing guest leisure activities for six upscale resorts in Florida. This included the beach/watersports area, tennis facilities, and pool deck operations.

EDUCATION

San Diego State University, Journalism, 1982

El Camino Junior College, General Ed, 1979

Rolling Hills High School, Palos Verdes, CA 1976

LICENSURE/CERTIFICATION

American Red Cross Lifeguard, 02/2010



Mike Turner Bio

Age: 53

Occupation: Public Relations Specialist, Certified Lifeguard

Education: Bachelor of Arts: Journalism 1984, San Diego State University

Address: 1984 Crown Pointe Blvd, Pensacola, FL 32506

Phone: 850.777.6481

Email: gonetowindsurf@cox.net

Hobbies: Surfing, Standup Paddleboard, Windsurfing, Competitive Beach Volleyball, Soft Sand Running, Amateur Angler-Inland/Gulf of Mexico.

Candidate for At-Large Position:
Escambia County RESTORE Advisory Committee

The Deepwater Horizon Oil Spill adversely affected commerce, the environment and countless individuals. I applaud the Escambia County Commission for its efforts to develop an advisory committee to assist with RESTORE Act resources.

I would like to volunteer my services and expertise representing the recreational group which utilizes our beach and Gulf of Mexico. The Deepwater Horizon Oil Spill disrupted the quality of life for many who enjoy our beach and gulf as a playground. I distinctly remember sitting on the beach watching countless, unriden surfing waves tainted with oil. I remember talking with the frustrated anglers wondering when, if ever, the Gulf would once again be open to fishing. I distinctly remember the petroleum odor I breathed during my daily run on the beachfront of Perdido Key.

We cannot restore the recreational time lost by individuals who live in Escambia County and enjoy the beach and water recreational amenities that we are blessed with. But I feel it is important to represent this adversely affected group of which I am one.

Thank you for your consideration.

Mike Turner

William Vann Milheim
3001 Marcus Pointe Blvd, Pensacola, FL 32505-1818
Daytime: (850) 969-9715 vann.milheim@att.net

OBJECTIVE: Management position in Retail Operations, Supply Chain Logistics, Food Service, Finance, Project Management and/or Customer Service.

SUMMARY OF QUALIFICATIONS

I have provided a high level of customer service 20+ years of military and civilian employment. My ability to problem solve, plan, coordinate, audit and successfully execute is well documented in multiple fields, locations and challenging geo/political environments. I hold a Master's degree in Business and obtained a Top-Secret Security Clearance during my military career.

EDUCATION

- Masters of Business Administration, Marketing, Old Dominion University, Norfolk, VA
- Bachelor of Science, Biology, Iowa State University, Ames, IA

ACHIEVEMENTS

Financial Advisor, Pensacola, FL **2000 - 2011**

Financial Advisor providing individual financial planning, investments, insurance and related services. Assets under management exceeded \$39 million for over 400 households.

- Latest J.D. Power and Associates "Client Service Excellence Score" is 83% compared to US Average of 76%. Results show over 95% of clients surveyed "Definitely/Probably" would recommend me to another.
- Five firm and state unannounced audits over eleven years. ZERO findings.

U. S. Navy - Senior Supply and Habitability Inspector; Board of Inspection and Survey, Norfolk, Virginia. **1998 - 2000**

Responsible for determining the Material Condition of Supply and Habitability Spaces onboard New Construction Vessels, Compliance with Specifications and Regulatory Requirements, Identification of Deficiencies that impact crew Health and Safety. Input inspection results into Master Data Base to track and correct deficiencies in vessel design and maintenance.

- Conducted 23 acceptance/final contract sea trials, underway material inspections and surveys.
- Coordinated office redesign of personnel work stations to achieve a more efficient floor plan with a minimum of disruption and at lowest cost.
- Office manager for team of 12 Inspectors coordinating travel and lodging for sea trials.

U. S. Navy - Supply Department Head; Logistics Forces Navy Central Command, Manama, Bahrain **1997-1998**

Responsible for logistics planning and policy, fuel management, and monitoring Combat Logistics Force loads in area of Central Command, US Fifth Fleet.

- Successfully designed, coordinated and completed a significant, urgent weapons offload - on load of 3 Navy Combatants using locally contracted material handling equipment, foreign national personnel and US Security Forces in a continuous 36 hour operation.

William Vann Milheim
Page Two

- Completed Graduate Level Nonresident Curriculum in "Joint Maritime Operations" offered by the College of Continuing Education - United States Naval War College.
- Represented Navy Central Command during Naval Logistics War-game 1997.

U. S. Navy - Supply Department Head; Naval Air Station, Pensacola, Fl 1994 – 1997

Responsible for all Supply related functions, planning/budgeting, procurement, contracting, personal property shipments, fuel receipt/storage/distribution, material receipt/stowage/distribution, aviation support & Food Service operations.

- Created a new Supply Department from the Base Realignment and Closures of 1993, combining the Fleet Industrial Supply Center, Defense Depot Property Facility and NAS Supply personnel.
- Selected as "functional inspector" by the Inspector General's Office, Naval Supply Corps Command for Navy Exchange Command I.G...

U. S. Navy - Officer -In-Charge, Navy Exchange, Commissary & Lodge; US Naval Station, Guantanamo Bay, Cuba 1991-1994

Manager of multi-million dollar (\$31.7 FY92) business, providing merchandise and services, budgeting, ordering, receiving, warehouse and distribution functions, lodging, customer service and personnel management of 84 military and 373 civilians.

- Turned an unprofitable operation into a multiple award winning "Best Managed Business" by Navy Exchange Command.
- Haitian Migrant Relief Operation: Provided humanitarian assistance when normal logistic shortfalls occurred for over 18,000 Haitian refugees.
- Cuban Migrant Relief Operation: Provided humanitarian assistance for over 33,000 additional migrants who came on base in less than two weeks.
- Joint Task Force Support: Provided a full range of services for more that 9,800 Joint Task Force, Department of Defense Civilians in support of relief operations.
- Non-Combatant Evacuation: Ensured all merchandise necessary to support the rapid departure of military and civilian family members to "Safe Havens" in the United States.

ADDITIONAL EDUCATION

- Navy Supply Corps School, Athens, GA, Multiple Business Disciplines
- College of Financial Planning, Online - Accredited Asset Management Specialist

COMMUNITY & NETWORKING

- President, Pensacola Military Officers Association of America (2012-14)
- Perdido Key Rotary (Secretary)
- Business Net Link (Member & Past President)
- Choral Society of Pensacola (Performer & Past Board Member)

References: Available upon request.

Education: High School, College & Post Graduate transcripts available upon request

Military: DD 214 available upon request

Deborah Velleco, CFP®

813 Sailfish Ct.
Pensacola, FL 32507
401-524-2848
deborahv@cox.net

PROFESSIONAL EXPERIENCE

Financial Analyst **2010 – 2011**
Velleco Financial, Cumberland, RI

- Worked with Financial Advisors to assess client long term care planning needs and options, then design plans for asset protection.
- Responsible for e-mail campaigns, prospecting and scheduling.
- Facilitated underwriting process for shorter policy cycle times.

Finance Supervisor **2008 – 2009**
TJX Corporation, Framingham, MA

- Supervised a team of analysts responsible for developing monthly and annual forecast reporting for senior management including gross margin, inventory, and loss prevention.
- Stream-lined reporting processes using advanced Excel formulas and incorporating Access for data mining.
- Developed Distribution Center reporting and supervised an analyst responsible for DC audits.

Financial Planner **2004 – 2007**
New York Life, Providence, RI

- Provided financial solutions for all phases of client financial planning with insurance and investment products.
- Securities licensed: Series 6 and 63
- To differentiate myself, obtained the Certified Financial Planner® designation, fulfilling rigorous requirements to achieve this well recognized symbol of excellence in the financial planning field.

Sr. Financial Analyst **2002 - 2003**
GE Employers' Reinsurance Corporation, Hartford, CT

- Analyzed volume and expense data for \$200MM Property and Casualty business.
- Coordinated planning sessions and developed results presentations.
- Aligned myself with Senior Management to provide strategic and financial leadership.

Finance Manager **2000 – 2001**
GE Financial Assurance, San Rafael, CA

- Managed a team of six responsible for reporting and analysis for 54 Sales regions for the Long Term Care division with production of \$203MM and expenses of \$61MM. My management style is direct and decisive, yet flexible in responding to the constantly changing demands of the organization.
- Defined strategy and managed a report automation initiative using resources from India.
- Project manager for a data mart initiative for transmitting production data to home office. Most significant is my ability to work across diverse departments (sales, marketing, IT, legal) linking finance with operations to facilitate operating improvements.

Sr. Corporate Analyst **1998 – 1999****GE Financial Assurance, Richmond, VA**

- Provided business analyses of eight insurance and investments business units (\$10B in revenues, \$400MM Net Income) for business leaders and Security Analyst presentations.
- International experience included coordinating the integration of the UK finance systems with US reporting and participating on a due diligence team in Tokyo, Japan for an insurance company acquisition.

Sr. Financial Analyst – Sales for US and Canada **1996 – 1997****GE Auto Financial Services, Barrington, IL**

- Provided business analyses for Regional VPs. Analyzed monthly results to drive growth and profitability. Developed annual expense budgets.
- Coordinated efforts with product development, making pricing recommendations that ensured targeted returns.

Sr. Financial Analyst, Asset Management **1991 – 1995****GE Vendor Financial Services, Nashville, TN**

- Prepared and submitted expense budgets for marketing groups totaling \$37.2MM
- Participated in price negotiations with an Israeli telecommunications company with forecasted sales \$30MM
- Established processes and set up databases for electronic submission of budgets.
- Performed market analysis on the fair market value of telecom equipment and negotiated with customers at end of lease term, realizing an average of 110% of residual value. Obtained certification as an equipment appraiser.

EDUCATION

BBA in Finance, cum laude, Middle Tennessee State University

Deborah Velleco
813 Sailfish Ct.
Pensacola, FL 32507
deborahv@cox.net
401-524-2848

January 17, 2013

Mr. Larry Newsom
Assistant County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

Mr. Newsom:

Please consider my resume for the at-large position on the RESTORE Act Advisory Committee. I have over 15 years experience in corporate finance and over 5 years in the financial services industry. I work well in a position that requires critical thinking and analysis, organizational skills and the ability to multi-task and meet deadlines.

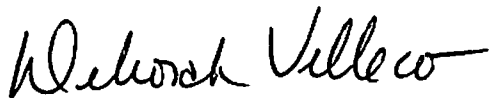
I can perform in-depth analysis and forecasting using a proficiency in Microsoft Excel, Power Point and Access. My work in several business units for GE Capital required that I learn different reporting systems for each business.

My success as a project manager was attributable to my ability to assess needs, create a plan then communicate with peers, subordinates, and leadership. My management style is direct and decisive, yet flexible in responding to the constantly changing demands of the organization.

Obtaining the Certified Financial Planning designation is evidence of my understanding complex financial concepts and analysis.

I welcome the opportunity to discuss my qualifications for this position.

Regards,

A handwritten signature in black ink that reads "Deborah Velleco". The signature is written in a cursive, flowing style.

Deborah Velleco

TRACIE T. WATSON
501 E. Burgess Road Apt. H-2
Pensacola, FL 32504
(850) 375-1425 cell; (850) 444-7036 work
ccvista@bereadyalliance.org - work email
traciewatsonup2@yahoo.com - personal email

EDUCATION

University of West Florida Graduate Program
College Student Personnel Administration

December 2012

Bachelor of Science in Human Resources
Faulkner University- Montgomery, Alabama

Associate of Arts in Liberal Arts
Jefferson Davis Junior College -Brewton, Alabama

SKILLS AND ABILITIES

- Basic counseling techniques to meet and assist students needs with physical and learning disabilities
- Ability to communicate effectively orally and in writing
- Work independently and as a team player, maintain confidentiality as needed to protect privacy and rights with other agencies, co-workers, etc. as needed to improve performance, communication and departmental standards and comply with FERPA regulations
- Proficient with Microsoft Office 2007
- Strong interpersonal skills with the proven ability to interact with people of diverse backgrounds
- Perform multiple tasks well under pressure in a timely manner.
- Training: CERT Train-the-Trainer, Center for Biological Defense, FEMA IS-300, FEMA IS-317, FEMA-IS-700.a, FEMA ICS-100b, FEMA ICS-200b, FEMA IS-0007-A Citizen's Guide to Disaster Assistance; AmeriCorps VISTA Pre-Service Orientation, FNSS Awareness Training EOC of Escambia Emergency Management FNSS, American Red Cross First Aid/CPR.

EMPLOYMENT HISTORY

AmeriCorps VISTA-Citizen Corps Coordinator February 2012-Present
BRACE {Be Ready Alliance Coordinating for Emergencies} 1301 W Government Street Pensacola, FL 32502
Corporation for National & Community Service 3165 McCrory Street, Suite 115 Orlando, FL 32803-3750

- Supervisor college interns, mentor and advisor to BRACE Youth Advisory Board
- Interview partners to determine their needs, interests and capabilities to assist low income and vulnerable populations during time of emergency.
- Coordinate BRACE partner efforts to enhance Functional Needs Support Services for persons with disabilities and other vulnerabilities.
- Coordinate BRACE efforts to secure and distribute emergency preparedness information.
- Coordinate disaster preparedness training for low income and vulnerable populations to assist with their emergency preparedness plans.
- Provide support to committees, volunteers, staff and VISTAs engaged in public safety education efforts through the Internet, social media and electronic newsletters.
- Develop and implement public education, outreach and Citizen Corps recruitment efforts to low income and vulnerable populations and organizations that provide support. Coordinate training to improve citizen preparedness.
- Coordinate the development of a public education toolkit with information on the various Citizen Corps programs to engage partners and volunteers in efforts supporting low income and vulnerable populations in public safety efforts.
- Recruit leadership volunteers to assist with training identified low income and vulnerable populations.

- Conduct workshops with Citizen Corps partners to promote their respective programs. Coordinate efforts to engage BRACE partners and volunteers in Medical Reserve Corps efforts.
- Support the Youth Emergency Preparedness (YEP!) Expo Committee and implement outreach efforts to gain the participation of a minimum of 600 youth, 200 from Title I Schools at YEP!
- Develop an outreach plan for YEP! in collaboration with the Expo in conjunction with the National Day of Service 9-11 Grant.

Academic Advisor/Department of Enrollment Services

April 2006-June 2009

Pensacola State College {formerly Pensacola Junior College} 1000 College Blvd. Pensacola, FL 32504

- Focus primarily on providing academic and support services for students. Knowledge about the broad range of programs of study available at the institution. Assist students admission application, financial aid, evaluation of college transcripts (SMART), interpret placement testing (ACT, SAT, CPT, DANTEs, etc.)
- Skilled in making appropriate referrals for students. Assist students with program planning, course selection and scheduling; plan strategies or approaches to successful goal achievements; gain an understanding of the complete requirements of a program
- Maintain satisfactory academic progress; refers students as needed to Counseling Services for educational, personal or emotional difficulties; assist students in the development of functional educational action plans; interprets placement tests results and recommends appropriate classes. Experience working with and securing confidential information
- Strong written and verbal communication skills
- Represent the college during orientation and registration programs and assist incoming freshmen with their academic programs.
- Assist with and/or represent the College at minority community events, high school counselors, campus tutors, and other recruiting related activities as needed. College enrollment presentations to GED students to assist with admission application and financial aid. Good public relations skills and customer service orientation; Ability to work with diverse populations; experience working with students in higher education
- Experience working with children/adults with disabilities; maintain confidentiality and work with student to resolve problems and comply with ADA and Office of Civil Rights laws
- Provide academic and supportive counseling and advisement to students with a physical and learning disabilities. Input data into Student Record System.
- Assist with gathering and analyzing information; prepare and/or edit written correspondence, ensuring proper grammar, spelling and punctuation.
- Assist with student retention and assessment; QEP students pilot program for SACS Reaffirmation
- Monitored maintenance of student records and confidentiality as required by FERPA (Family Education Rights to Privacy Act)
- Interface with diverse populations (students, parents, personnel, and community resources)
- Perform other duties as assigned by the Director of Enrollment Services.

Human Resources Coordinator

September 2004-September 2006

Toler Concrete, Inc. 1851 Lepley Street Pensacola, FL 32526

- Compiling data, initiating orders for supplies and materials, preparing confidential information, preparing contracts and amendments for execution.
- Prepared simple reports, balancing project budget ledger, track and account for project sales tax exemptions, make debit and credit ledger, maintain project financial records and books; prepare and arrange for publication of Notice to Contractors; receive bids; prepare summary of bids; arrange for, and assist with bid openings and contract signing.; prepare substitution of subcontractor's letters and monitor process
- Develop and maintain a project specific, effective filing system.
- Administrated legal documents related to construction projects (i.e., Public Contract Code, etc.).
- Maintain a list of firms providing current and future services for the company, including, but not limited to architects, engineers, testing labs and contractors.
- Experience greeting visitors, scheduling appointments, maintaining calendars, and/or sorting/distributing mail.
- Assist with gathering and analyzing information; prepare and/or edit written correspondence, ensuring proper grammar, spelling and punctuation.
- Generalist: New Hire Orientation, OHSA, Performance Evaluation, Payroll, and etc.

- Perform other duties as assigned

Sales Associate/Customer Service

November 2003-November 2004

Saks Inc. McRae's Department Store 7171 N. Davis Hwy. Pensacola, FL 32504

- Ensure that each customer receives outstanding service by providing a friendly environment, which includes greeting and acknowledging every customer, maintaining solid product knowledge and all other aspects of customer service
- Maintain an awareness of all promotions and advertisements. Assist in floor moves, merchandising, display maintenance, and housekeeping.
- Perform a role in other aspects of the store's profit protection and shortage protection efforts through observing customers in store and assist and alert loss prevention and enforce merchandise protection standards
- Communicate request to management.
- Participate in year-end inventory and cycle counts.
- Assist in ringing up sales at registers and/or bagging merchandise.
- Performed other tasks as assigned from time to time by any manager

Administrative Secretary

April 2002-January 2003

Immanuel Lutheran Church LC-MS 24 Wright Street Pensacola, FL Part-time 20 hours per week M-F

- Perform general secretarial duties as well as preparing reports, correspondence and answering the telephones.
- Multiple tasks on a Cannon 6030 copier; pick up mail from the post office.
- Strong computer skills in Microsoft Office Word, Excel, and Internet Access. Excellent communication and organizational skills.
- Performed other duties as assigned by the pastor and church treasure.

Substitute Teacher

March 2002-June 2005

School District of Escambia County 215 West Garden Street Pensacola, FL (On-Call) Certificate Expired

- Report to the assigned school at the time indicated by the automated Substitute Employee Management (SEMS) or by telephone call from school personnel.
- Consult with the principal or his/her designee for explanation of duties.
- Strong organizational skills needed for classroom discipline and teaching.
- Performed duties as assigned by the principal.

Human Resource Technician

November 1999-October 2000

Escambia Board of County Commissioners 223 Palafox Place Pensacola, FL (Contract)

- Performed clerical procedures essential to processing a variety of personnel transactions such as employment applications, establishing personnel records, personnel action forms, leaves of absence, etc.
- Assisted in surveys to determine market relationship, organizational charts, flow charts, and other background information.
- Read, interpreted, explained and applied laws, rulebooks, policies, human resources legislation, procedure manuals and regulations as required by the state of Florida.
- Experience greeting visitors, scheduling appointments, maintaining calendars, and/or sorting/distributing mail.

Case Management Assistant

October 2000-March 2001

Escambia Board of County Commissioners 223 Palafox Place Pensacola, FL (Contract)

- Assigned to the Department of Community Corrections-Community Confinement Program in the First Judicial Circuit Court.
- Assist with client's investigations, prepares appropriate reports focused on the "why" of the individual's behavior, and is prepared to make recommendations based on these investigations
- Verified information provided by probationers concerning the satisfying of conditions of probation.
- Prepared a variety of forms and documents.
- Provided employment leads to probationers who were unemployed. Prepared monthly financial and statistical reports.
- Prepared correspondence to probationers concerning outstanding conditions of probation. Research problem case files, retrieving information, and documenting changes/corrections Provided assistance

- Assisted with the management of files and records.
- Performed a variety of duties and responsibilities in a multiple task capacity under pressure and complex deadlines.
- Assist with gathering and analyzing information; prepare and/or edit written correspondence, ensuring proper grammar, spelling and punctuation
- Performed other duties as assigned by the Community Confinement Program Coordinator.

Affiliate Organizations

AmeriCorps VISTA Volunteer

Florida SERT Association

Florida Citizens Corps

CERT Volunteer

Escambia County Medical Reserve Corp Volunteer

Junior League, Inc.

Autism Pensacola, Inc.

First West Florida District Association

American Red Cross

Pyramid Pensacola Inc. – Board Member

REFERENCES AVAILABLE UPON REQUEST



Valerie A. Watson, Esquire
8680 Scenic Hwy Unit 5 | Pensacola, FL 32514 | (850) 598-1077
Admitted to Florida State Bar

EXPERIENCE

First American Title Insurance Company

Vice President of Government Services | April 2012 -present | New Orleans, LA

Manage bid proposals and projects related to title and escrow government service contracts. Serve as a key member of the executive team that sets strategic direction of business development initiatives. Manage complex contract negotiations and service level agreements by utilizing legal experience and working with additional legal counsel. Interview, hire, train, develop, mentor, and motivate managers and team members.

Project Director for Louisiana's Small Rental Property Program | April 2009-March 2012 | New Orleans, LA

Represented First American in proposal process to the State of Louisiana. Acquired and negotiated the contract to process forgivable loan applications, conduct the title work, and administer the closings for 82,000 rental units destroyed by Hurricanes Katrina and Rita. Hired and managed teams in New Orleans and Baton Rouge to fulfill the contract. Maintained 14.96% net pretax margin for the life of the project.

Operations Manager for Louisiana's Road Home Program | January 2008-April 2009 | New Orleans, LA

Managed 200 member team that conducted over 5,000 property conveyances and 90,000 grant transactions for homeowners recovering from Hurricanes Katrina and Rita in a high pressured and time sensitive environment. Utilized comparative law background to design and maintain legal accuracy of workflows. Acted as liaison with federal disaster recovery agencies, federal auditing agents, program contractors, and state officials for program and contract management. Tens of thousands of claimants were assisted by our team.

Manager of Quality Control | April 2007- January 2008 | New Orleans, LA

Evaluated legal accuracy, production flow and cost effectiveness of title and escrow procedures for record high volumes of closings. Implemented and tracked program policy changes. Worked closely with IT and financial reporting to design data feed systems that allowed for efficient means of order entry, funds requests, funds receipt, and a final post disbursement data feed record that reconciled financial activity for all transactions. Published and presented weekly Quality Control Report.

Supervisor of Title Determination | July 2006-April 2007 | New Orleans, LA

Facilitated the production of over 27,000 residential property title searches and exams in a 6 month timeframe in post-hurricane environment by designing, staffing, and managing the Title Determination Department. Drafted project specific attorney title examination, supervised orders, production, and invoicing for a large network of searchers and attorneys.

Honors: First American Spirit Award Recipient 2007; First American Key Contributor Award Recipient 2010

Smith, Thompson, Shaw & Manausa, P.A.

Manager of North Florida Branch Offices | March 2005-May 2006 | Tallahassee, FL

Opened, established, and managed branch offices for real estate law firm. Conducted real estate closings (residential and commercial), drafted real estate contracts, and prepared legal memoranda for senior partners.

United Nations, World Intellectual Property Organization

WIPO Legal Extern | Summer of 2004 | New York, NY

After a highly selective international application process, one of five law students selected to intern directly with WIPO's Chief Coordinator. Represented WIPO during Security Council meetings. Designed the Intellectual Property Report (IPR) format that was officially implemented by WIPO Geneva.

Armor Realty

Manager of New Agent Marketing and Business Plans | May 2001-January 2002 | Tallahassee, FL

Implemented successful start-up marketing and business plans for residential real estate teams.



Valerie A. Watson, Esquire
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Admitted to Florida State Bar

EDUCATION

University of Florida Levin College of Law

Juris Doctor | December 2004 | Gainesville, FL

Certificate: International and Comparative Law
Clinic: Child Welfare/Child Protection Team

Activities:

International Law Society;
Phi Alpha Delta;
John Marshall Bar Association

Honors:

Certified Legal Intern;
Westlaw Certified;
Pro Bono Certificate

Oxford Law Program

St. Edmund Hall of Oxford University | Summer of 2003 | Oxford, England

Flagler College

Bachelor of Arts in English, Cum Laude | April 2001 | St. Augustine, FL

Minors: Political Science, Pre-law, Spanish

Activities:

Model United Nations (Country Delegate);
Student Judiciary Council (Judge);
Phi Alpha Delta Pre-law Society (Vice President);
Student Government Association (Student Representative);
Sigma Tau Delta English Honors Society (Treasurer)

Honors:

President's List (2001);
Dean's List (1998, 1999, 2000);
Florida Leadership Forum (2001)

Licensed Real Estate Salesperson

State of Florida | December 2000 | Tallahassee, FL

International Baccalaureate Diploma

International Baccalaureate Program (IB) | May 1998 | Tallahassee, FL



Valerie A. Watson, Esquire
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Admitted to Florida State Bar

First American Title Insurance Company Project Summary

The Small Rental Property Program of *The Road Home* Program (SRPP)

Customer Type: State

Number of Employees Impacted by the Project: 60

Employer: First American Title Insurance Company of Louisiana

Dates: April 2009-May 2012

Project Description: In August and September 2005, Hurricanes Katrina and Rita destroyed more than 82,000 rental housing units in Louisiana. With funding provided by the United States Department of Housing and Urban Development (HUD), the state of Louisiana implemented *The Road Home* Program. One of the program's objectives is to provide assistance to small-scale rental property owners that received damage to their properties due to the hurricanes. The Small Rental Property Program of *The Road Home* Program offers owners of properties containing one to four units a forgivable loan with several requirements, including maintaining affordable rent levels.

Role/Responsibility on Project: In conjunction with First American Federal Solutions, I worked to draft a response to the request for proposal offered by Louisiana's Office of Community Development/Disaster Recovery Unit (OCD/DRU) for Small Rental Property Program Services. First American sought roles including: Verification, Benefit Determination, Title and Closing Services, and additional information services. We partnered with prime contractor ACS and I was the representative for the First American bid at oral presentations held by OCD/DRU.

My role in contract negotiations and implementation were the key to smooth project transition. Moreover, our quick ramp up was assisted by my ability to build a strong motivated team through methodical interviewing and hiring of qualified personnel. Utilizing my skills from prior projects, we designed data interfacing and reporting between subcontractors. The interface continues to facilitate order entry, applicant verification, benefit determination, closing, funds disbursement, and overall workflow.

I directly manage 40 employees on the Title and Closing team. We are processing an average of 250 search/exams a month and executing an average of 200 closings per month. In addition to the state mandated software systems of record, all title and closing services are conducted through First American's transaction system FAST and all products and reports are delivered electronically. I continue to train personnel and adapt program workflows.

We work with program officials to design and implement new program policies. Currently, we are in the design phase of two new approved options under SRPP. This recent approval will require outreach to potentially qualified applicants, implementation of new workflow designs, duplication of benefit checks, reporting requirements, and program troubleshooting for both applicant relations and IT.



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Admitted to Florida State Bar

The Homeowner's Assistance Program of *The Road Home* Program (Road Home)

Customer Type: State

Number of Employees Impacted by the Project: 350

Employer: First American Title Insurance Company of Louisiana

Dates: July 2006-April 2009

Project Description: In response to Hurricane Katrina and Rita, the Federal government and the State of Louisiana launched a large scale program to provide financial aid to property owners that were affected by the storms. First American played a major role disbursing Department of Housing and Urban Development (HUD) disaster funds for homeowners suffering damage from these hurricanes through The Homeowner's Assistance Program of *The Road Home* Program (Road Home). Tens of thousands of claimants through the Road Home program have been successfully assisted by First American.

As a key partner in the Road Home program, First American provided critical support through our various services, including; applicant background information, pre-storm values of affected properties, searches, exams and closing services. Due to First American's large data repository for all facets of this program, these services were provided with a strong backbone of reporting and constant communication with both the Road Home program and Office of Community Development (OCD). First American served as the subcontractor to ICF International and our team facilitated over 5,000 property conveyances to the Road Home Corporation d/b/a Louisiana Land Trust and over 90,000 Grant Transactions.

Role/Responsibility on Project: My various roles on the Road Home project included all aspects of Title, Closing, Finance, and IT/Reporting support. During the inception of the Road Home program I planned to temporarily join the First American efforts in Louisiana. I arrived in New Orleans almost a year after hurricane Katrina; however, business districts were still unpopulated. We recruited personnel from temporary employment agencies and provided training on First American's transaction system FAST and basic title/closing skills. As the Road Home applications were submitted by victims of the storm, my team began the production of title searches and attorney exams. We designed unique searching and exam parameters to meet the requirements of the Road Home program. I conferred with Louisiana underwriters and began developing the attorney exam form and personally training each of the examining attorneys on program specifics and procedures. Once we received the attorney results on each application, the staff would follow a workflow determining if the application was ready to insure or required additional curative work. In this role, I facilitated the production of over 27,000 title searches and exams in a 6 month timeframe, managed a staff of 15, maintained all program reporting requirements, and handled invoicing/payment reconciliation for a large network of searchers and attorney examiners.

In April of 2007 I designed and implemented a Quality Control team for the project. With a staff of 4, the QC team evaluated legal accuracy, production flow, and cost effectiveness of title and escrow procedures for record high volumes of closings. We implemented and tracked program policy changes and worked directly with various auditors (including Louisiana Legislative Auditors, HUD, and Small Business Association). We gathered all necessary data for the weekly Louisiana Governor's Report and acted as First American's liaison with program officials. Lastly, our team published and presented weekly Quality Control Reports to program managers.

My final role on the project was as Operation Manager. I continued to integrate legal and government grant program requirements by designing and implement workflows. I managed a staff of 200 employees that processed high volumes of closings in deadline pressured environment. I acted directly as a liaison with federal disaster recovery agencies, federal auditing agents, program contractors, and state officials for program and contract management. Additionally, I worked closely with IT and financial reporting to design data feed systems that allowed for efficient means of order entry, funds requests, funds receipt, and a final post disbursement data feed record that reconciled financial activity for 95,000 closings.

Valerie A. Watson, Esquire

8680 Scenic Hwy, Unit 5

Pensacola, FL 32514

Phone: 850-598-1077 Email: valerie.a.watson.esq@gmail.com

January 18, 2013

Mr. Larry Newsom, Assistant County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
850-595-3935
lmnewsom@co.escambia.fl.us

Re: Escambia County Board of County Commissioners Restore Act Advisory Committee

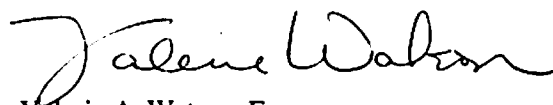
Dear Mr. Larry Newsom,

I respectfully submit my resume for consideration in regards to the Restore Act Advisory Committee. I am new to the Pensacola business community; however, I was born in Pensacola and have resided in Escambia County for the last two years. I am excited to return home after working primarily in Louisiana for the last six years on Hurricane Katrina related projects. Within the last month I have started the process of opening my own practice, Valerie A. Watson, Esq., LLC, and partnering with a title/closing company named SETCO Services, LLC. This new office location will be 121 Palafox Place, Suite C Pensacola, FL 32502 and is scheduled to open this March.

My experience working with disaster recovery efforts through government funded projects, knowledge of the real estate industry, and legal background would be an asset to this committee. I look forward to bringing fresh ideas and input based on lessons learned and personal dedication to restoring the Gulf Coast.

Thank you for your time and I look forward to meeting you. If you have any questions or would like additional information please contact me either directly at (850) 598-1077 or via email at valerie.a.watson.esq@gmail.com.

Sincerely,


Valerie A. Watson, Esq.

Phone (850)455-2087
Fax (850)455-2087
Cell (850)384-0920
E-mail francesyeo@cox.net
46 Manor Drive
Pensacola, FL 32507

Frances Yeo

Professional experience January 2010 to present Pensacola State College, Pensacola, FL

**Coordinator, Continuing Education
Department Head Recreation and Leisure Program**

- Plan, coordinate, market, evaluate and supervise recreation and leisure – lifelong learning courses at 3 area campuses.
- Coordinate Kid's College for 6-12 year olds during summer (30 teachers, 150 courses/classes, 300+ students)
- Oversee Summer Dance Workshop, Gymnastics, Driving, Aquatics and Court mandated programs
- Manage half million dollar budget
- Manage approximate 150 adjunct instructors throughout the year
- Problem solve for teachers and students
- Manage data collection for analysis of successful courses

1997 to 2009 Junior Achievement of Northwest Florida, Pensacola, FL

President/Executive Director

- Board Development – Worked with 18 to 28 high level decision makers regularly. Insured diversity by industry categories, geography, race and gender. Met with each member individually to develop their impact goals and met with committees as scheduled. Coordinated annual planning retreat with National JA facilitator.
- Fundraising - Diversified funding base. Created new events and discontinued struggling events. Organized annual giving campaigns and grant proposals
- Budget management – created and managed \$200,000 to \$300,000 annual budget along with Investment account management
- Staff management – Removed previously hired staff when documented errors in judgment. Orchestrated expansion of staff and downsizing of staff as needed.
- Staff development - Performance Development Plans for all staff, specialized National JA training provided within 6 months of hire, shadowing Orlando office within 2 months of hire, with bonus available for all staff when team goals met
- Marketing and public relations – Conducted awareness research in 2004 with local university which lead to branding campaign that generated 9% of the budget in new dollars. This increased awareness and funding base. Coordinated scripting, production and donation of public service announcements for print, radio and TV.

Community activities Rotary Club of Pensacola, Rotary Youth Leadership Awards (RYLA), Interact Committee Chair for Washington and Pensacola High Schools, Pensacola Chamber of Commerce, League of Women Voters, LEAP Alumni, Friends of the Library, American Cancer Society, Parrot Heads of Pensacola

Volunteer experience Registered Lobbyist for Education issues through PTA for 8 years; Created and produced fifty-two 30-second Parenting Tips for TV which included David Newell (Postman on Mr. Rogers Neighborhood). These were aired throughout Florida; Coordinated media coverage for Florida PTA, including working with Governor and his office; Recruited and managed 32 PTA chairmen and officers for County Association; Made presentations at School Board Meetings and with administrators concerning parent's viewpoints; Assisted in development of Core Values program for community; Produced recruitment video for chamber leadership program(LEAP); Represented County Commissioner on Task Force in effort to consolidate services with city

Publications PTA Parenting Tips – newspapers throughout Florida and a textbook; Pensacola News Journal - Monthly article, "PTA Matters" – 1991-1993, and numerous viewpoints on editorial page - 1992 to present

Awards received Peggy Pilcher Community Service Award 2009; Paul Harris Fellow – Rotary International 2008; Women's Business Center - Women Making History Diamond Award – 2004; Combined Rotary Clubs of Pensacola – Nominee - Business Ethics Award; Finalist – National Junior Achievement - Karl Flemke Innovation Award – 1999 & 2000; National Junior Achievement Summit Award – 1998, 1999, 2000, 2004 & 2009; Florida Public Relations Association – IMPACT Award – 1994; Nomination – Emil Hess Humanitarian Award – 1991 – Parisian; Numerous Parent Teacher Association (PTA) Awards – 1988 -1993

Updated 1/14/2013

References available upon request



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3824

County Attorney's Report 11. 1.

BCC Regular Meeting

Action

Meeting Date: 02/07/2013

Issue: Schedule a Public Hearing to Consider Alcohol Restriction on Portofino Boardwalk Ordinance

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing to Consider Alcohol Restriction on Portofino Boardwalk Ordinance

That the Board authorize scheduling a Public Hearing on February 21, 2013, at 5:32 p.m., for consideration of adopting an ordinance restricting alcohol on Portofino Boardwalk.

BACKGROUND:

In 1984, the Santa Rosa Island Authority leased a portion of Santa Rosa Island to a private entity for the construction and operation of a commercial and recreational boardwalk area adjacent to the Quietwater Beach area of Santa Rosa Island. The lease designated certain areas as "public portions" of the leased property. In the interests of economic development, public safety and promoting a family-friendly atmosphere, the current lessee of the property (now known as "Portofino Boardwalk") is requesting that the Board of County Commissioners enact an ordinance prohibiting the possession of alcoholic beverages on the public portions of Portofino Boardwalk. Under this ordinance, sub-lessees operating businesses on Portofino Boardwalk may continue to sell alcoholic beverages for consumption on their individually leased premises. Furthermore, the ordinance will restrict the ability of Quietwater Beach patrons to purchase alcoholic beverages from the sub-lessees for consumption on Quietwater Beach.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Ryan Ross will draft the ordinance. The ordinance will be advertised in the Sunday Edition of the Pensacola News Journal, February 10, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3847

County Attorney's Report 11. 2.

BCC Regular Meeting

Action

Meeting Date: 02/07/2013

Issue: Appeal of Miami-Dade Co., et al. v. Florida Department of Juvenile Justice (DOAH Case No. 10-1893)

From: Charles Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an appeal of *Miami-Dade Co., et al. v. Florida Department of Juvenile Justice* (DOAH Case No. 10-1893).

That the Board authorize the County Attorney's Office to file a Notice of Appeal from the Final Order (attached) entered by the Secretary of the Department of Juvenile Justice dated January 11, 2013, in the case of *Miami-Dade Co., et al. v. Florida Department of Juvenile Justice* (DOAH Case No. 10-1893).

BACKGROUND:

Pursuant to the statutory cost-sharing arrangements between the Department of Juvenile Justice and Escambia County, the County was given a credit of \$811,728.80 in December 2009, for its share of pre-disposition secure juvenile detention costs for the fiscal year 2008/09. Subsequent to being awarded this credit and using it against obligations for FY 2009/10, the Department of Juvenile Justice reduced this credit by approximately \$50,000 in March 2010. The County then filed a challenge to the reduction and requested an administrative hearing. Thirteen other counties also participated in challenging the re-computation of their cost-sharing obligations.

After a four-day administrative hearing in August 2011, before Administrative Law Judge Lawrence Stevenson, the Administrative Law Judge (ALJ) entered a recommended order in August 2012 preserving the credit given to Escambia County and finding that the Department of Juvenile Justice (DJJ) was not following its own statute by not charging each county with the actual costs of pre-disposition secure detention. The ALJ also found that the DJJ was not interpreting the term "final court disposition" according to law. The Secretary of the DJJ can adopt or reject the recommended order of the ALJ. Although the Secretary rejected the legal findings made by ALJ Stevenson, the Secretary did uphold the credit of \$811,728.80 given to the County.

Even though the County had its original credit preserved and does not owe any further monies for FY 2008/09, this office recommends pursuing an appeal because the findings made by the Secretary concerning the meaning of "final court disposition" could add more days of secure detention costs to the obligations of Escambia County in future fiscal years. DJJ will still require

the County to bear proportionate costs of secure detention with other counties without regard to the actual costs expended by the County for secure juvenile detention. This may also add to the County's financial burdens under this cost sharing arrangement. Okaloosa County has already filed a notice of appeal to contest these conclusions made by the Secretary. It is expected that other counties will also file notices of appeal.

BUDGETARY IMPACT:

Costs incurred from the appeal will be funded by Cost Center 110601, County Attorney's Office operating budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will file the appeal, submit briefs and appear for oral argument, if necessary.

PERSONNEL:

The Office of Management and Budget as well as the Clerk of Court's Office will be consulted on any issues that may arise from the appeal.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Final Order

STATE OF FLORIDA

DEPARTMENT OF JUVENILE JUSTICE

FILED
2013 JAN 24 AM 11 22
DIVISION OF
ADMINISTRATIVE
HEARINGS

MIAMI-DADE COUNTY, SANTA
ROSA COUNTY, ALACHUA
COUNTY, ORANGE COUNTY,
PINELLAS COUNTY, ESCAMBIA
COUNTY HERNANDO COUNTY,
and BROWARD COUNTY,

DJJ Case No.: 12-0072

Petitioners,

and

CITY OF JACKSONVILLE, BAY
COUNTY, BREVARD COUNTY,
SEMINOLE COUNTY, OKALOOSA
COUNTY, HILLSBOROUGH
COUNTY, and FLORIDA
ASSOCIATION OF COUNTIES, INC.,

DOAH Case Nos.: 10-1893
10-1894
10-1895
10-1896
10-1945
10-2194
10-2195
10-3166

Intervenors,

vs.

DEPARTMENT OF JUVENILE
JUSTICE,

Respondent.

FINAL ORDER

This matter is now before the undersigned for issuance of final agency action resolving Petitioners and Intervenor Counties' claims that they were assessed for secure juvenile detention care for fiscal year 2008-2009 in a manner inconsistent

with the provisions of section 985.686, Florida Statutes (2008), and Florida Administrative Code Rules 63G-1.001-.009.

The underlying statutory scheme reflects the policy "that the state and the counties have a joint obligation . . . to contribute to the financial support of the detention care provided for juveniles." § 985.686(1), Fla. Stat. With exceptions not relevant to the instant proceeding, each county is required to pay for its resident juveniles' detention stays "for the period of time prior to final court disposition." § 985.686(3), Fla. Stat. Detention stays after final court disposition are the responsibility of the state.

Section 985.686(5) provides a framework by which each county's costs are estimated at the beginning of the fiscal year, and reconciled at year's end. Each county's estimate is based upon its prior use of secure detention. The difference between the estimated costs and the actual costs is reconciled at the end of the fiscal year when actual usage is known.

On August 22, 2012, Administrative Law Judge Lawrence P. Stevenson entered a Recommended Order concluding that the Respondent, Department of Juvenile Justice (hereafter, the Department), performed a December 7, 2009 reconciliation, and a subsequent adjustment, for the subject fiscal year that was improperly based upon actual usage rather than actual costs, and which also used a definition of "final court disposition" that was inconsistent with section 985.686.

The ALJ recommended that those counties that did not challenge the December 7 reconciliation (Alachua, Orange, Escambia, City of Jacksonville, Bay, Seminole and Okaloosa) should have their reconciled amounts reinstated. Those counties that did not challenge the March 23, 2010 adjusted reconciliation (Pinellas, Brevard, Hillsborough and Santa Rosa) should have their adjusted reconciled amounts reinstated. The counties that challenged both the reconciliation and the adjustment (Hernando, Miami-Dade and Broward) must have a new reconciliation performed by the Department which must be based upon "actual costs of providing predisposition secure juvenile detention." (RO.77).

The Department submitted exceptions to the Recommended Order, to which Miami-Dade County, Okaloosa County and Orange County filed responses. Okaloosa County and Pinellas County filed exceptions, which Alachua County adopted as its own. Orange County also filed exceptions.

Findings of Fact

The Department generally accepts the "Findings of Fact" set out in paragraphs 1 through 123 of the Recommended Order, with the exception of those portions of paragraphs 97, 101, 117, 120 and 123, which contain legal conclusions.

Conclusions of Law

The Department generally accepts the "Conclusions of Law" set out in paragraphs 124 through 153 of the Recommended Order, with the exception of paragraphs 135, 141, and associated

conclusions addressed in response to the Respondent's exceptions, below.

Exceptions¹

Respondent/Department:

The Department's exceptions challenge the two main conclusions of the ALJ, finding that the Department misinterpreted the statutory scheme for detention cost-sharing in section 985.686, Florida Statutes. First, the ALJ concluded that "final court disposition" - the statutory dividing line between county and state financial responsibility for a detention stay - must refer to any disposition, and could not be limited to commitment dispositions as interpreted by the Department. The ALJ further concluded that the Department's annual reconciliation was based upon counties' respective usage rates, rather than the "actual costs" of secure detention as described in the statute.

1. The Department's first exception appears to be directed at the conclusion of law in paragraph 135. There, the ALJ rejected the Department's interpretation that "final court disposition" is functionally equivalent to a disposition of commitment to the Department. Concluding that the Department's

¹ Section 120.57(1)(k), Florida Statutes, requires that exceptions "clearly identify the disputed portion of the recommended order by page number or paragraph," and an agency need not rule on exceptions that fail to do so. Although the Department's exceptions are deficient in this regard, the undersigned has attempted to identify, where possible, the source of the exception.

interpretation "is at odds with section 985.686 and should be abandoned in any subsequent calculation of a county's predisposition days" (RO.70), the ALJ effectively determined that the Department's reconciliation improperly inflated the number of days payable by the counties. In support, the ALJ adopted the legal analysis provided in Okaloosa Cnty. et al. v. Dep't of Juvenile Justice, Case No. 12-0891RX (Fla. DOAH July 17, 2012).

In its exception, the Department points out that its interpretation is consistent with the intent of the Governor in proposing detention cost-sharing in 2004, which modeled detention funding after the county jails. As counties are responsible for housing offenders and alleged offenders until they are sentenced to a term of prison in the Department of Corrections, so too would they become responsible for juveniles in secure detention up to the point that they are committed to the Department of Juvenile Justice for placement in a residential facility. This interpretation is also consistent with the split in funding provided by the legislature, which reflects a county share of 89 percent and a state share of only 11 percent.

The Department further asserts that its interpretation is consistent with prior administrative rulings sustaining the Department's position that it was only responsible for committed youth awaiting placement, and that youth with probation dispositions remained the responsibility of the counties. According to the Department, the subject statute's use of the

phrase "final court disposition," rather than the more common term, "disposition," evidences the legislature's intent that probation dispositions should not be included as the state's responsibility. The Department explains:

Probation, while it is a disposition, is not the final disposition. It is, in fact, probation. If a youth is placed on probation and violates the term of that probation, he or she is brought back before the court and a new disposition on the original charge is entered by the court. The new disposition is not on the violation of probation, but on the initial charge for which the youth was placed on probation. Because there can be another disposition after a disposition of probation, probation cannot logically be a final court disposition.

(Respondent's Exceptions, pp.5-6). The Department's exception is granted.²

In section 985.686(1), Florida Statutes (2008), the legislature announced the policy "that the state and the counties have a joint obligation . . . to contribute to the financial support of the detention care provided for juveniles." The following provisions in section 985.686, effectuate the legislature's announced policy concerning the state and counties' joint obligation to pay for detention care:

(3) Each county shall pay the costs of providing detention care . . . for juveniles for the period of time **prior to final court disposition**.

² The undersigned has considered the responses in opposition to the Department's exceptions offered by Orange and Okaloosa Counties. For the reasons set out herein, the undersigned is not persuaded by the arguments offered in support of the ALJ's ruling.

.
(5) Each county shall incorporate into its annual county budget sufficient funds to pay its costs of detention care for juveniles who reside in that county for the period of time **prior to final court disposition.**

(Emphasis added). For purposes of the statute, "detention care" is defined as secure detention. § 985.686(2)(a), Fla. Stat. However, the critical phrase, "final court disposition" is not defined in the statute, nor is it defined anywhere else in chapter 985.

Prior to amendment in 2010, the Department's administrative rules defined "final court disposition" as the date the court enters a disposition for the subject referral. Fla. Admin. Code R. 63G-1.002(3). This rather uninformative definition does not resolve the current dispute, nor did it preclude the Department from using commitment status to determine whether a specific disposition shifted responsibility for subsequent detention days from the counties to the state.

Though the precise methodology used by the Department to identify post-dispositional detention stays has changed over the years, the Department has always taken the position that the state was responsible for youths in detention awaiting placement. (T.498, 696-98). This long-standing assertion that a youth's commitment status while in detention is the functional equivalent of "final court disposition" has been addressed in prior DOAH litigation referenced by the ALJ in the instant case, first

arising in Hillsborough County v. Dep't of Juvenile Justice, Case No. 07-4432 (DOAH March 10, 2008; Fla. Dep't of Juvenile Justice June 4, 2008), concerning the billing and reconciliation for the 2005-2006 fiscal year. In that case, the ALJ addressed the Department's inability to provide disposition dates for various categories of detention stays, noting that "[p]ost-disposition care of juveniles in a secure detention center is generally limited to juveniles who are waiting for residential placement." (¶5). "Predisposition care occurs prior to adjudication or final disposition. Post-disposition care occurs after adjudication or disposition but prior to residential placement." (¶6).

The question again arose in litigation with Hillsborough County concerning the 2006-2007 fiscal year, where the Department was unable to provide disposition dates for youths who were not committed. In Hillsborough County v. Dep't of Juvenile Justice, Case No. 09-1396 (DOAH June 30, 2009; Fla. Dep't of Juvenile Justice Sept. 17, 2009), Hillsborough County asserted that any court order in a juvenile case is a dispositional order upon which the Department becomes liable for the ensuing detention stay. Rejecting Hillsborough County's argument, the ALJ found as follows:

Neither the statute nor the previous Final Orders suggest that fiscal responsibility for a juvenile is transferred to the [Department] upon the issuance of any court order, regardless of whether the order assigns responsibility for the care and supervision of the juvenile to the [Department].

. . . .
The [Department] has no responsibility for the expenses of detention related to juveniles who were not committed to the [Department's] care and supervision. Nothing in the statute or the previous Final Orders indicates otherwise.

(¶6, ¶13). This portion of the ALJ's Recommended Order was adopted by the Department in its Final Order, and Hillsborough County's appeal to the Second District resulted in a per curiam affirmance. Hillsborough County v. Dep't of Juvenile Justice, 46 So.3d 55 (Fla. 2d DCA 2010).

Disregarding this ruling, the ALJ concluded that the Department's position erroneously equates "disposition" with "commitment to the Department." (RO.¶135). Here, the ALJ cites section 985.433, Florida Statutes, to establish that the term "disposition" encompasses probation as well as commitment.

The term "disposition" is not germane to the statute under consideration, which uses the phrase, "final court disposition." The ALJ's argument assumes that the legislature intended the subject phrase, "final court disposition," to equate to any and all dispositions, and that the added words, unique to this statute, were mere pleonasms. But if the legislature had intended so broad a use, then this could have been accomplished by simply employing the generic and ubiquitous term, "disposition," without including these additional words.

A probation disposition cannot be deemed "final" for purposes of determining whether a county or the state is

responsible for an ensuing detention stay. By definition, "probation" is in lieu of commitment to the custody of the Department, and the child is only restricted to noninstitutional quarters. § 985.03(42), Fla. Stat. Confinement in secure detention is not a statutorily permitted consequence of a probation disposition, and secure detention only comes into play when a youth is charged with violating probation. At that point, the court is required to enter "a **new** disposition order," making it impossible to characterize the initial disposition as "final." See § 985.439(4), Fla. Stat.

The ALJ's interpretation dismisses this modifying language as surplusage, thus violating a basic tenet of statutory construction. See Bennett v. St. Vincent's Med. Ctr., Inc., 71 So.3d 828, 841 (Fla. 2011) (avoiding constructions that would render statutory language meaningless).

The ALJ's interpretation also ignores the purpose and intent of detention cost-sharing. From its inception, the statute was modeled upon the adult jail system, with the intent that the state should only bear the cost of detaining youths awaiting placement. This is reflected in the Governor's Work Papers for fiscal year 2004-2005 where detention cost-sharing was first proposed:

The Executive Budget recommends that local governments share the costs of serving juvenile offenders in local detention centers. . . .
Detention centers for juvenile offenders are similar to local jails for adult offenders, which are the financial responsibility of local

governments. The Executive Budget provides for a \$68 million cost savings to the state for its share of the operation of a total of 2,057 detention center beds. **Approximately 11 percent of youth served in detention centers have been processed by the court system and are awaiting placement in other juvenile programs and are the responsibility of state government.** The remaining 89 percent of juvenile offenders in detention centers are awaiting final court processing and disposition and should be the financial responsibility of local government. The Executive Budget recommends that the state's financial share for secure detention is 11 percent and the local governments share is 89 percent.

(Respondent's Exh.1) (emphasis added). Thus, the state is only responsible for youths awaiting placement, making financial responsibility for the juvenile detention system similar to its adult counterpart. In other words, the state is responsible when the detention center is the functional equivalent of a Department of Corrections Reception Center; the Counties are responsible for the cost of all other detention stays.

At the heart of the Department's interpretation is the recognition that unless and until a youth is committed to the Department, he or she remains in the community, and is the responsibility of local government. This is true even when the Department supervises a youth's probation in the community, and the child commits a new offense or violates the terms of probation causing him or her to be placed in secure detention. When a youth is committed to the Department by contrast, any detention stay is the state's responsibility, not simply because the committed youth "belongs to the state," but because the

detention stay is itself necessitated by the state's inability to place the youth. A **committed** youth is in secure detention, at least in part, because the Department does not have a residential bed available; therefore, it is reasonable that the state be responsible for the resulting detention stay for such a youth. In this context, the Department's interpretation of "final court disposition" is consistent with relevant provisions in chapter 985, as well as with the previous litigation.

It is true that the Department's interpretation makes the Counties responsible for the large majority of detention stays. But there can be no doubt that this is precisely what the legislature had in mind, and the proof is found in the funding. The legislature initially funded detention cost sharing so that the Counties would be responsible for 89 percent of detention costs and the State would be responsible for 11 percent. (T.205-06). Adjustments in subsequent years reduced the disparity to produce a split approximating 80 percent and 20 percent. (R.48). The Department's interpretation roughly corresponds to the funding provided by the legislature. If the Department is incorrect, and the Counties' assertion that any disposition is a "final court disposition" were to be adopted, then many more detention stays would be the responsibility of the Department, and the divide between the funding and utilization would be widened considerably.

2. The Department's second exception appears to be directed at the conclusion of law in paragraph 141. There, the ALJ concluded that the Department failed to follow the requirements of section 985.686(5) when performing its annual reconciliation for fiscal year 2008-2009. According to the ALJ, the Department failed to calculate the "actual costs" of each county's use of secure detention, and instead treated the Counties as a collective entity responsible for the entire amount of the Shared Trust Fund. The ALJ stated, in pertinent part:

Under section 985.686, each county is responsible for the actual costs of providing predisposition detention care within its jurisdiction. Its obligation should not be increased or diminished because of usage in other counties.

(RO.72).

In its exception, the Department points out that the cost of operating secure detention during the pertinent fiscal year as fixed by the legislature was \$130 million. (RO.17). Because these costs are fixed, they are not significantly reduced when fewer youth are in secure detention. Under the statute, the legislature determines the counties' overall share for detention and the state's overall share. The Department performs the statutory duty to determine each county's percentage of utilization at the end of each fiscal year. Contrary to the ALJ's assertion that each county is responsible for the actual costs of providing secure detention in its jurisdiction, the

statute makes the county responsible for the time its resident youth are in detention. The Department's exception is granted.³

Section 985.686(5), Florida Statutes (2008), is the provision most pertinent to the issue under review:

(5) Each county shall incorporate into its annual county budget sufficient funds to pay its costs of detention care for juveniles who reside in that county for the period of time prior to final court disposition. This amount shall be based upon the prior use of secure detention for juveniles who are residents of that county, as calculated by the department. Each county shall pay the estimated costs at the beginning of each month. **Any difference between the estimated costs and the actual costs shall be reconciled at the end of the fiscal year.**

(Emphasis added). The provision outlines the process by which estimated costs are determined for the coming year, with the emphasized sentence describing the annual reconciliation by which the estimated payments are compared to the "actual costs" at year's end. The phrase "actual costs" is nowhere defined in the statute, nor is it defined in the administrative rule.

By rule, reconciliation reflects "the difference between the estimated costs paid by the county during the past fiscal year and the actual cost **of the county's usage** during that period."

Fla. Admin. Code R. 63G-1.008(1) (emphasis added). In this respect, reconciliation is simply a matter of recalculating each

³ The undersigned has considered the responses in opposition to the Department's exceptions offered by Miami-Dade, Orange and Okaloosa Counties. For the reasons set out herein, the undersigned is not persuaded by the arguments offered in support of the ALJ's ruling.

county's usage rate based upon the county's actual utilization during the reconciled year, as opposed to the estimate performed at the beginning of the year, which reflects utilization over an earlier period.

The ALJ mistakenly asserts that "each county is responsible for the actual cost of providing predisposition detention care within its jurisdiction." (RO.72). A county's jurisdictional boundaries are not at all relevant to its obligation to pay detention costs under the statute; similarly irrelevant are the location of the detention center and the specific center's operating costs. Rather, each paying county is responsible for its resident youths' predisposition detention stays, wherever the youth is held in the Department's statewide detention system, and regardless of whether the particular youth required bare minimal or extraordinary services while detained.

The ALJ's interpretation is rejected, primarily because it treats reconciliation of "actual costs" in isolation, without regard to the estimate that gives rise to it. Section 985.686(5) provides that the estimate is "based upon the prior use of secure detention . . . as calculated by the department," leaving no doubt that each county's anticipated utilization is the basis for its payments. When reconciliation is performed at year's end, and utilization need no longer be estimated, but may be factually ascertained, it is entirely reasonable that utilization and usage rates should be the basis for the recalculation. In this

context, the "difference between the estimated costs and the actual costs" must involve each county's estimated and actual utilization, rather than an after-the-fact parsing of bills attributable to pre-disposition detention.

The ALJ further asserts that the Department's interpretation is contrary to section 985.686 because it treats the counties "as a collective entity responsible for the . . . entire amount of the Shared Trust Fund." An individual paying county's financial responsibility should not, the ALJ protests, "be increased or diminished because of usage in other counties." (RO.72).

The ALJ's confident insistence that the Department's reconciliation is at odds with the statute is not supported by any analysis of the relevant provision in section 985.686:

(5) **Each county** shall incorporate into its annual county budget sufficient funds to pay its costs of detention care for juveniles who reside in **that county** for the period of time prior to final court disposition. This amount shall be based upon the prior use of secure detention for juveniles who are residents of **that county**, as calculated by the department. **Each county** shall pay the estimated costs at the beginning of each month. **Any difference between the estimated costs and the actual costs shall be reconciled at the end of the fiscal year.**

(Emphasis added). The statute has little to say about the precise details of the annual reconciliation, and still less to say about imposing additional financial responsibility upon the state. In fact, its focus is upon the individual counties and their budgeting, with no language suggesting that the state's

responsibility vis-à-vis the counties' is subject to increase or decrease.

The Department's interpretation and implementation of section 985.686(5), is as consistent with the language of the statute as it is with practical necessity. Specifically, the ALJ noted that the costs of operating a detention center are fixed, and that "[s]imply keeping the doors open carries certain costs whether one child or 100 children come into the facility." (RO.50-51). The legislature funds these costs through an appropriation of general revenue and designation of a shared trust fund. (RO.16-17). For this reason, the "cost of detention care" is defined by rule as "the cost of providing detention care as determined by the General Appropriations Act." Fla. Admin. Code R. 63-1.002(1).

As implemented by the Department, a county's share of financial responsibility is determined by units of utilization in the form of resident youth days in detention prior to final court disposition. Confusion arises when units of *utilization* are mistaken for *unit costs*, and counties that have used marginally fewer or more units expect directly proportional reductions or increases in their reconciled costs. Because costs are fixed, a county will only see reductions if and when they result in a reduced share for that particular county. The Counties' position, adopted by the ALJ, would treat these as unit costs, so that any significant decrease in detention population will result

in significant, proportional reductions in the trust fund. This would result in facility closures and massive disruption, as funding would be insufficient to pay for the fixed costs of secure detention that do not rise and fall with constantly shifting detention populations. Nothing in the language of the statute compels such a result, and the Department's implementation reasonably and responsibly avoids it.

Petitioner/Pinellas County:

Pinellas County's only exception is directed at the finding of fact in paragraph 93 of the Recommended Order. There, the ALJ, after describing competent substantial evidence establishing the fixed nature of detention costs, asserts that "there is a lack of credible evidence that a pure per diem approach would capture a given county's 'actual costs' in keeping with the mandate of section 985.686." (RO.51).

Pinellas County cites competent substantial evidence supporting the use of a state-wide per diem to assess the costs of secure detention. "There is no evidence," it asserts, "that a State-wide per diem amount based on total costs . . . divided by the total number of all disposition days, and applied across the board to both the State and the individual counties . . . would not be a reasonable approximation for 'actual costs.'" (Pinellas County's Exceptions, p.4). The exception is denied.

In the paragraphs immediately preceding the one that is the subject of the instant exception, the ALJ correctly found that

detention is largely comprised of fixed costs. (RO.50-51). For this reason, a per diem, as a unit cost measure, is inappropriate. In addition to contradicting the holding in Hillsborough County v. Dep't of Juvenile Justice, Case No. 07-4398 (Fla. DOAH March 7, 2008; Fla. Dep't of Juvenile Justice June 4, 2008), the use of a per diem erroneously suggests the existence of a uniform rate. In fact, the evidence cited by the ALJ demonstrates that the cost associated with marginal youth-days is not uniform.⁴

Petitioner/Orange County:

Orange County offers four exceptions to the Recommended Order.

1. Orange County's first exception is directed at the finding of fact in paragraph 61 of the Recommended Order. There, the ALJ found that Orange and Alachua Counties were among those that did not file challenges to the annual reconciliation and, in fact, accepted overpayment credits in the manner described in the Department's December 7, 2009 letter. (RO.37). Orange County does not dispute the findings in the excepted paragraph, but desires additional reductions not timely sought after the

⁴ For example, if over the course of a year it costs \$100 million dollars to operate secure detention, providing 500,000 youth-days, the per diem would equal \$200. But if one more or less youth were served for one more or less day, the overall expense would not increase or decrease by \$200. This is due to the fact that costs are fixed, and the marginal cost of a youth-day is a tiny fraction of the calculated per diem. In other words, under the example, a county cannot reasonably expect a \$200 refund for each and every youth-day the county happens to forego.

December 7, 2009 or January 26, 2010 points of entry. The exception is denied.

2. Orange County's second exception is directed at the finding of fact in paragraph 117, where the ALJ finds that the Counties' contention that probation is a consequence of "final court disposition" is more consistent with section 985.686(3). (RO.63). Orange County agrees with the finding, but would supplement it with an additional finding that the Department's position is inconsistent with its rule 63G-1.004(1)(b). The exception is denied.

The excepted finding is, in fact, a conclusion of law. Moreover, the conclusion is rejected for the reasons set out in addressing the Respondent's first exception, above. The cited rule provision addresses the calculation of estimated costs, and merely reflects that the Department will attempt to locate a disposition date so as to match a violation of probation to a referred charge. This does not indicate that the disposition date marks the "final court disposition" that would make a detention stay associated with a violation of probation the responsibility of the Department.

3. Orange County's third exception is directed at the finding of fact in paragraph 104, and essentially repeats the position asserted in its first exception. The exception is denied for the reasons set out above.

4. Orange County's final exception is directed at the conclusion of law in paragraph 151, where the ALJ concluded that Orange County and the other counties who chose not to challenge the December 7, 2009 reconciliation should have their credits reinstated. The argument is similar to that addressed above, and the exception is denied for those reasons.

Intervenor/Okaloosa County:

Okaloosa County offers three exceptions to the Recommended Order.

1. Okaloosa County's first exception is directed at numerous paragraphs that effectively limit its remedy to the December 7, 2009 annual reconciliation. For the reasons set out above, the exception is denied.

2. Okaloosa County's second exception is directed at paragraph 93, and is virtually identical to that offered by Pinellas County. For the reasons set out above, the exception is denied.

3. Okaloosa County's final exception is directed at paragraph 117, and is virtually identical to that offered by Orange County. For the reasons set out above, the exception is denied.

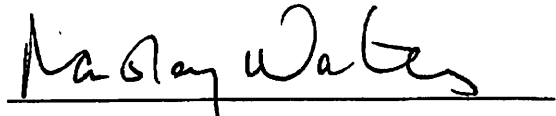
Petitioner/Alachua County:

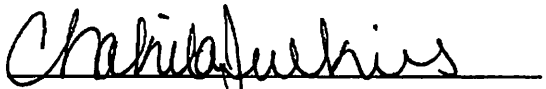
Alachua County adopts the exceptions filed by Okaloosa County and Pinellas County. The exceptions are denied for the reasons set out above.

Based upon the foregoing it is hereby **ORDERED**:

1. The annual reconciliation announced on December 7, 2009, is reinstated for all counties.
2. In all other respects, the petitions are denied.

Entered this 11 day of January, 2013, in
Tallahassee, Florida.


WANSLEY WALTERS, Secretary
Department of Juvenile Justice


Chakita Jenkins, Agency Clerk
Filed this 11th day of
January, 2013

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3781

County Attorney's Report 11. 1.

BCC Regular Meeting

Information

Meeting Date: 02/07/2013

Issue: Joe Maddox v. Sandra Slay and Escambia County, Florida; Case No. 2011 CA 002136

From: Charles Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning *Joe Maddox v. Sandra Slay and Escambia County, Florida, Case No. 2011 CA 002136.*

That the Board accept the following informational report concerning *Joe Maddox v. Sandra Slay and Escambia County, Florida, Case No. 2011 CA 002136.*

BACKGROUND:

On November 17, 2011, a summons and complaint was served on the Escambia County Board of County Commissioners and Sandra Slay by Joe Maddox, a citizen representing himself, alleging malicious prosecution/false arrest and defamation against Sandra Slay, individually, and a vicarious liability allegation against the Board of County Commissioners. On November 18, 2011, this office filed a motion to dismiss on behalf of the County and Ms. Slay asserting that the complaint should be dismissed for failing to comply with Florida Statutes requiring that the County be put on notice of a claim and in failing to state a cause of action against either Ms. Slay or the County.

The litigation languished until the end of November 2012 when this office scheduled a hearing on the Motion to Dismiss. The hearing was held on December 18, 2012 and Judge Terrell granted the motion to dismiss. Attached is a copy of the Order granting the motion to dismiss.

It is unknown whether Mr. Maddox will comply with Florida law requiring pre-suit notification before the statute of limitations has expired. Should he file a second lawsuit, this office will vigorously defend the interests of the County and of Ms. Slay.

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

Order Granting Motion to Dismiss

C18

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA

JOE MADDOX,

Plaintiff,

Case No. 2011 CA 002136

Division: K

v.

SANDRA SLAY and ESCAMBIA COUNTY
FLORIDA by and through KEVIN WHITE
the Chairman of the BOARD OF COUNTY
COMMISSIONERS OF ESCAMBIA COUNTY,
FLORIDA, a body politic,

Defendants.

_____ /

ORDER ON DEFENDANTS' MOTION TO DISMISS

UPON CONSIDERATION of Defendants, Sandra Slay and Escambia County, Florida's, motion to dismiss, the court having heard argument of counsel for Ms. Slay and Escambia County, and finding that adequate and proper notice having been given to Plaintiff of this hearing and Plaintiff having failed to attend or show good cause for his failure to attend, it is ORDERED AND ADJUDGED that the motion to dismiss is hereby granted.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida
this 21st day of December, 2012.

TERRY TERRELL
Terry D. Terrell, Circuit Court Judge

cc: Charles V. Pepler, Deputy County Attorney
Mr. Joe Maddox